

DECLARATION OF UNIT OWNERSHIP ESTATE

FOR

WILLOW CREEK CONDOMINIUM, I

This Declaration dated this 29<sup>th</sup> day of November, 1978, is executed by WILLOW CREEK CONDOMINIUM, INC., an Oklahoma corporation, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of the following described real property together with all improvements thereon and appurtenances thereunto belonging situated in Tulsa County, State of Oklahoma, to-wit:

All that part of Lots, 1, 2 and 3, Block 3, of WILLOW CREEK ADDITION in Tulsa, Tulsa County, Oklahoma, according to the official recorded plat thereof; more particularly described as follows, to wit:

BEGINNING at the Southeast corner of said Lot 1; thence N 89° 44' 58" W along the South line of said Lot 1 a distance of 598.94 feet to a corner with said Lot 2; thence S 0° 02' 11" E along the East line of said Lot 2 a distance of 70.63 feet to the Southeast corner of said Lot 2; thence S 68° 00' 00" W along the South line of said Lot 2 a distance of 152.90 feet; thence S 85° 00' 00" W along the South line of said Lot 2 a distance of 336.00 feet; thence S 82° 45' 00" W along the South line of said Lot 2 a distance of 150.71 feet; thence S 81° 42' 00" W along the South line of said Lot 2 a distance of 241.53 feet to the Southwest corner of said Lot 2; thence due North along the West line of said Lot 2 a distance of 14.75 feet; thence due West a distance of 6.49 feet; thence N 0° 29' 25" E a distance of 167.67 feet to a point in the centerline of a paved street; thence S 64° 44' 11" E a distance of 0.00 feet; thence on a curve to the left having a radius of 160.48 feet along the centerline of a paved street a distance of 50.58 feet; thence S 82° 47' 40" E along the centerline of a paved street a distance of 73.00 feet; thence on a curve to the left having a radius of 222.46 feet along the centerline of a paved street a distance of 202.70 feet; thence N 45° 00' 00" E along the centerline of a paved street a distance of 46.47 feet; thence on a curve to the left having a radius of 938.61 feet along the centerline of a paved street a distance of 292.71 feet; thence N 27° 07' 56" E along the centerline of a paved street a distance of 45.00 feet; thence on a curve to the left having a radius of 429.28 feet along the centerline of a paved street a distance of 91.16 feet; thence N 14° 57' 56" E along the centerline of a paved street a distance of 47.01 feet to a point in the South right-of-way line of East 68<sup>th</sup> Street South; thence S 74° 50' 52" E a distance of 0.00 feet; thence on a curve to the left having a radius of 265.49 feet along a South right-of-way line of East 68<sup>th</sup> Street South a distance of 21.84 feet to the Northwest corner of said Lot 1; thence on a curve to the left having a radius of 265.49 feet along the North line of said Lot 1 a distance of 47.15 feet;

thence S 89° 44' 15" E along the North line of said Lot 1 a distance of 824.99 feet to the Northeast corner of said Lot 1; thence due South along the East line of said Lot 1 a distance of 435.00 feet to the POINT OF BEGINNING: containing 557,853 square feet, or 12.80655 acres.

And,

WHEREAS, Declarant desires and intends hereby to create and establish two hundred and four (204) separately designated unit ownership estates 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 all buildings and improvements located thereon and all easements and appurtenances thereto, as hereinafter provided:

NOW, THEREFORE, Declarant, as owner of the above described real property and all buildings and other improvements located thereon and all easements and appurtenances thereto, for itself, its successors and assigns, does hereby publish and declare as follows:

#### ARTICLE I

#### SUBMISSION OF PROPERTY TO

#### UNIT OWNERSHP ESTATE ACT

(1) The above described real property together with the buildings and all other improvements and structures thereon, 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, 1971, Sections 501 to 530, inclusive, as amended.

(2) The terms and expressions used in the Declaration are hereby and shall be defined in accordance with the definitions contained in the Act unless a contrary intention is expressed herein or unless it is plainly evident from the context hereof that a different definition or meaning is intended.

(3) Wherever used in this Declaration, the word "Act" shall have reference to and mean the Unit Ownership Estate Act of the State of Oklahoma, referred to above, and any and all amendments thereto.

(4) The property submitted by this Declaration to the Act shall bear the name and be known as "WILLOW CREEK CONDOMINIUM, I".

#### ARTICLE II

#### PLAN OF PREMISES

A plot plan of the above described real property showing the residential buildings, the units therein and other improvements constructed thereon is attached hereto and marked

Exhibit "A" and made a part hereof. The plot plan reflects the location of each building on said real property, with reference to the boundaries of the land.

### ARTICLE III

#### DESCRIPTION OF IMPROVEMENTS

(1) Improvements constructed on the above described real property consist of twenty-two (22) two-story residential buildings, with various adjoining patios, balconies, stairs and walkways which comprise two hundred and four (204) separately designated units as set forth in Article IV hereof, together with three (3) laundry facilities, trash disposal areas, a swimming pool with adjoining bathhouse, and non-public streets or ways containing parking spaces.

(2) The principal materials of which each building is constructed are re-enforced concrete, wood, sheetrock, stone veneer and wood shingles. Each unit is individually air-conditioned and heated by a separate air-conditioning and heating unit. The floor space of each unit is covered with tile or carpeting and pads.

Each unit's kitchen contains a disposal, dishwasher, range, sink and refrigerator.

Owners of downstairs units which are immediately adjoined by a concrete slab patio as indicated in Article IV hereof shall be entitled to the exclusive use thereof as limited common elements as hereinafter specified.

Owners of upstairs units which are immediately adjoined by an upstairs balcony and indicated in Article IV hereof shall be entitled to the exclusive use thereof as limited common elements as hereinafter set forth.

Stairways, halls and alcoves immediately adjoining units shall be for the exclusive use of the owners of such adjoining units as limited common elements, as hereinafter set forth.

(3) All parking spaces shown on said plot plan, together with the ways or streets and all recreational and laundry structures or other improvements and trash disposal areas, are included within the general common elements of the condominium.

(4) There are four (4) or more units within each two-story residential building. Each such unit is built substantially in accordance with one of eleven separate floor plans which are denominated as Plans 1C, 1D, 1L, 2A, 2B, 2E, 2F, 2J, 2K, TH2 AND TH3 and which are shown on Exhibit "B" attached hereto.

ARTICLE IV

UNIT DESIGNATION

The unit designation of each unit covered hereby, its building location, approximate area, number of rooms, applicable floor plan, adjacent balcony or patio (if any), and percentage of interest ownership in the common elements as hereinafter set forth, is as follows:

Unit Designation	Bldg. No.	Approx. Area (Sq. Ft.) <sup>1</sup>	Number of Rooms <sup>2</sup>	Floor Plan <sup>3</sup>	Balcony or Patio	% of Interest Ownership
101	A1	1160	6 1/2	TH2	P	0.63982
102	A1	1160	6 1/2	TH2	P	0.63982
103	A1	1438	8 1/2	TH3	P, 2B	0.79316
104	A1	1438	8 1/2	TH3	P, 2B	0.79316
105	A1	1160	6 1/2	TH2	P	0.63982
106	A1	1438	8 1/2	TH2	P, 2B	0.63982
107	A1	1438	8 1/2	TH3	P, 2B	0.79316
108	A1	1160	6 1/2	TH2	P	0.63982
109	A1	1438	8 1/2	TH2	P, 2B	0.79316
110	A1	1438	8 1/2	TH3	P, 2B	0.79316
111	A1	1160	6 1/2	TH2	P	0.63982
112	A1	1160	6 1/2	TH2	P	0.63982
114	A2	1160	6 1/2	TH2	P	0.63982
115	A2	1160	6 1/2	TH2	P	0.63982
116	A2	1438	8 1/2	TH3	P, 2B	0.79316
117	A2	1438	8 1/2	TH3	P, 2B	0.79316
118	A2	1160	6 1/2	TH2	P	0.63982
119	A2	1438	8 1/2	TH2	P, 2B	0.79316
120	A2	1438	8 1/2	TH3	P, 2B	0.79316
121	A2	1160	6 1/2	TH2	P	0.63982
122	A2	1438	8 1/2	TH2	P, 2B	0.79316
123	A2	1438	8 1/2	TH3	P, 2B	0.79316
124	A2	1160	6 1/2	TH2	P	0.63982
125	A2	1160	6 1/2	TH2	P	0.63982
126	A3	1066	7	2B	P	0.58797
226	A3	1066	7	2B	B	0.58797
127	A3	706	5	1C	P	0.38941
227	A3	706	5	1C	B	0.38941
128	A3	706	5	1C	P	0.38941
228	A3	706	5	1C	B	0.38941

<b>Unit Designation</b>	<b>Bldg. No.</b>	<b>Approx. Area (Sq. Ft.)<sup>1</sup></b>	<b>Number of Rooms<sup>2</sup></b>	<b>Floor Plan<sup>3</sup></b>	<b>Balcony or Patio</b>	<b>% of Interest Ownership</b>
129	A3	706	5	1C	P	0.38941
229	A3	706	5	1C	B	0.38941
130	A3	706	5	1C	P	0.38941
230	A3	706	5	1C	B	0.38941
131	A3	1066	7	2B	P	0.58797
231	A3	1066	7	2B	B	0.58797
132	A4	647	5	1D	P	0.35687
232	A4	647	5	1D	B	0.35687
133	A4	1004	7	2A	P	0.55378
233	A4	1004	7	2A	B	0.55378
134	A4	1004	7	2A	P	0.55378
234	A4	1004	7	2A	B	0.55378
135	A4	1004	7	2A	P	0.55378
235	A4	1004	7	2A	B	0.55378
136	A4	1004	7	2A	P	0.55378
236	A4	1004	7	2A	B	0.55378
137	A4	647	5	1D	P	0.35687
237	A4	647	5	1D	B	0.35687
138	A5	1066	7	2B	P	0.58797
238	A5	1066	7	2B	B	0.58797
139	A5	706	5	1C	P	0.38941
239	A5	706	5	1C	B	0.38941
140	A5	706	5	1C	P	0.38941
240	A5	706	5	1C	B	0.38941
141	A5	706	5	1C	P	0.38941
241	A5	706	5	1C	B	0.38941
142	A5	706	5	1C	P	0.38941
242	A5	706	5	1C	B	0.38941
143	A5	1066	7	2B	P	0.58797
243	A6	1066	7	2B	B	0.58797
144	A6	647	5	1D	P	0.35687
244	A6	647	5	1D	B	0.35687
145	A6	1004	7	2A	P	0.55378
245	A6	1004	7	2A	B	0.55378
146	A6	1004	7	2A	P	0.55378
246	A6	1004	7	2A	B	0.55378
147	A6	1004	7	2A	P	0.55378

<b>Unit Designation</b>	<b>Bldg. No.</b>	<b>Approx. Area (Sq. Ft.)<sup>1</sup></b>	<b>Number of Rooms<sup>2</sup></b>	<b>Floor Plan<sup>3</sup></b>	<b>Balcony or Patio</b>	<b>% of Interest Ownership</b>
247	A6	1004	7	2A	B	0.55378
148	A6	1004	7	2A	P	0.55378
248	A6	1004	7	2A	B	0.55378
149	A6	647	5	1D	P	0.35687
249	A6	647	5	1D	B	0.35687
150	A7	647	5	1D	P	0.35687
250	A7	647	5	1D	B	0.35687
151	A7	706	5	1C	P	0.38941
251	A7	706	5	1C	B	0.38941
152	A7	706	5	1C	P	0.38941
252	A7	706	5	1C	B	0.38941
153	A7	647	5	1D	P	0.35687
253	A7	647	5	1D	B	0.35687
154	A8	848	6	2F	P	0.46773
254	A8	848	6	2F	B	0.46773
155	A8	831	6	2E	P	0.45836
255	A8	831	6	2E	B	0.45836
156	A8	831	6	2E	P	0.45836
256	A8	831	6	2E	B	0.45836
157	A9	831	6	2E	P	0.45836
257	A9	831	6	2E	B	0.45836
158	A9	831	6	2E	P	0.45836
258	A9	831	6	2E	B	0.45836
159	A9	848	6	2F	P	0.46773
259	A9	848	6	2F	B	0.46773
160	A10	647	5	1D	P	0.35687
260	A10	647	5	1D	B	0.35687
161	A10	706	5	1C	P	0.38941
261	A10	706	5	1C	B	0.38941
162	A10	706	5	1C	P	0.38941
262	A10	706	5	1C	B	0.38941
163	A10	647	5	1D	P	0.35687
263	A10	647	5	1D	B	0.35687
164	A11	848	6	2F	P	0.46773
264	A11	848	6	2F	B	0.46773
165	A11	831	6	2E	P	0.45836
265	A11	831	6	2E	B	0.45836
166	A11	831	6	2E	P	0.45836
266	A11	831	6	2E	B	0.45836

<b>Unit Designation</b>	<b>Bldg. No.</b>	<b>Approx. Area (Sq. Ft.)<sup>1</sup></b>	<b>Number of Rooms<sup>2</sup></b>	<b>Floor Plan<sup>3</sup></b>	<b>Balcony or Patio</b>	<b>% of Interest Ownership</b>
167	A12	831	6	2E	P	0.45836
267	A12	831	6	2E	B	0.45836
168	A12	831	6	2E	P	0.45836
268	A12	831	6	2E	B	0.45836
169	A12	848	6	2F	P	0.46773
269	A12	848	6	2F	B	0.46773
170	A13	1066	7	2B	P	0.58797
270	A13	1066	7	2B	B	0.58797
171	A13	706	5	1C	P	0.38941
271	A13	706	5	1C	B	0.38941
172	A13	706	5	1C	P	0.38941
272	A13	706	5	1C	B	0.38941
173	A13	706	5	1C	P	0.38941
273	A13	706	5	1C	B	0.38941
174	A13	706	5	1C	P	0.38941
274	A13	706	5	1C	B	0.38941
175	A13	1066	7	2B	P	0.58797
275	A13	1066	7	2B	B	0.58797
176	A14	647	5	1D	P	0.35687
276	A14	647	5	1D	B	0.35687
177	A14	1004	7	2A	P	0.55378
277	A14	1004	7	2A	B	0.55378
178	A14	1004	7	2A	P	0.55378
278	A14	1004	7	2A	B	0.55378
179	A14	647	5	1D	P	0.35687
279	A14	647	5	1D	B	0.35687
180	A15	1066	7	2B	P	0.58797
280	A15	1066	7	2B	B	0.58797
181	A15	706	5	1C	P	0.38941
281	A15	706	5	1C	B	0.38941
182	A15	706	5	1C	P	0.38941
282	A15	706	5	1C	B	0.38941
183	A15	706	5	1C	P	0.38941
283	A15	706	5	1C	B	0.38941
184	A15	706	5	1C	P	0.38941
284	A15	706	5	1C	B	0.38941
185	A15	1066	7	2B	P	0.58797

<b>Unit Designation</b>	<b>Bldg. No.</b>	<b>Approx. Area (Sq. Ft.)<sup>1</sup></b>	<b>Number of Rooms<sup>2</sup></b>	<b>Floor Plan<sup>3</sup></b>	<b>Balcony or Patio</b>	<b>% of Interest Ownership</b>
285	A15	1066	7	2B	B	0.58797
186	A16	647	5	1D	P	0.35687
286	A16	647	5	1D	B	0.35687
187	A16	1004	7	2A	P	0.55378
287	A16	1004	7	2A	B	0.55378
188	A16	1004	7	2A	P	0.55378
288	A16	1004	7	2A	B	0.55378
189	A16	647	5	1D	P	0.35687
289	A16	647	5	1D	B	0.35687
190	A17	695	5	1L	P	0.38334
290	A17	695	5	1L	B	0.38334
191	A17	695	5	1L	P	0.38334
291	A17	695	5	1L	B	0.38334
192	A18	831	6 1/2	2J	P	0.45836
292	A18	831	6 1/2	2J	B	0.45836
193	A18	831	6 1/2	2J	P	0.45836
293	A18	831	6 1/2	2J	B	0.45836
194	A18	831	6 1/2	2J	P	0.45836
294	A18	831	6 1/2	2J	B	0.45836
195	A18	831	6 1/2	2J	P	0.45836
295	A18	831	6 1/2	2J	B	0.45836
196	A19	1024	7	2K	P	0.56481
296	A19	1024	7	2K	B	0.56481
197	A19	1024	7	2K	P	0.56481
297	A19	1024	7	2K	B	0.56481
198	A19	1024	7	2K	P	0.56481
298	A19	1024	7	2K	B	0.56481
199	A19	1024	7	2K	P	0.56481
299	A19	1024	7	2K	B	0.56481
343	A20	1024	7	2K	P	0.56481
443	A20	1024	7	2K	B	0.56481
344	A20	1024	7	2K	P	0.56481
444	A20	1024	7	2K	B	0.56481
345	A20	1024	7	2K	P	0.56481
445	A20	1024	7	2K	B	0.56481
346	A20	1024	7	2K	P	0.56481
446	A20	1024	7	2K	B	0.56481
347	A20	1024	7	2K	P	0.56481
447	A20	1024	7	2K	B	0.56481



<b>Unit Designation</b>	<b>Bldg. No.</b>	<b>Approx. Area (Sq. Ft.)<sup>1</sup></b>	<b>Number of Rooms<sup>2</sup></b>	<b>Floor Plan<sup>3</sup></b>	<b>Balcony or Patio</b>	<b>% of Interest Ownership</b>
348	A20	1024	7	2K	P	0.56481
448	A20	1024	7	2K	B	0.56481
349	A20	1024	7	2K	P	0.56481
449	A20	1024	7	2K	B	0.56481
350	A20	1024	7	2K	P	0.56481
450	A20	1024	7	2K	B	0.56481
351	A21	695	5	1L	P	0.38334
451	A21	695	5	1L	B	0.38334
352	A21	695	5	1L	P	0.38334
452	A21	695	5	1L	B	0.38334
353	A21	695	5	1L	P	0.38334
453	A21	695	5	1L	B	0.38334
354	A21	695	5	1L	P	0.38334
454	A21	695	5	1L	B	0.38334
355	A21	695	5	1L	P	0.38334
455	A21	695	5	1L	B	0.38334
356	A21	695	5	1L	P	0.38334
456	A21	695	5	1L	B	0.38334
357	A21	695	5	1L	P	0.38334
457	A21	695	5	1L	B	0.38334
358	A21	695	5	1L	P	0.38334
458	A21	695	5	1L	B	0.38334

NOTE: 1. Gross interior area without subtraction for interior walls, fixtures, or fireplace; minor variations of  $\pm 2\%$  may exist by reason of location of units within buildings due to fire-wall placement, etc.

2. Based on designated living areas counting full-baths as rooms and half-baths as half-rooms.

3. Adjacent balcony limited common element designated by "B" (two balconies indicated by "2B"); adjacent patio limited common element designated by "P"; if neither adjacent, designated by "N".

The specific location of the buildings situated on the real property is set forth on the attached plot plan designated as Exhibit "A" hereto, each residential building being designated by a separate number from A-1 through A-22. Unit designations are also shown on said Exhibit "A" and the location of each unit within particular buildings. The lower unit designation number indicates ground floor location, and the higher unit designation number indicates upper floor location within single spaces shown on Exhibit "A". Applicable floor plan designations are also shown in each such space.

ARTICLE V  
RESERVATIONS OF DECLARANT

Notwithstanding any other provisions herein contained or contained in the ByLaws, for so long as the Declarant continues to own any of the units, the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve Declarant from any obligation of a unit owner to pay assessments as to each unit when completed by it ready for sale and occupancy:

- (1) Declarant reserves the unrestricted right to sell, assign, mortgage or lease any units which it continuously owns after the recording or filing of this Declaration and to post signs on the property advertising said units for sale, lease or rent.
- (2) Declarant reserves the right to change the interior, design and arrangements of all units and to alter the boundaries between units and to change the size or price thereof so long as Declarant owns the units so altered. No such change shall increase or decrease the number of units, the percentage ownership in the common elements as set forth in Article IV hereof, or alter the boundaries of the common elements outside of any residential building without amendment of this Declaration by approval of all unit owners and all owners of mortgages of the unit ownership estates covered hereby.

An amendment of this Declaration reflecting any of the aforesaid alterations of unit plans by the Declarant need be signed and acknowledged only by the Declarant and need not be approved by the unit owners or mortgagees of unit ownership estates covered hereby, notwithstanding the provisions of Article X below. However, no such change or alteration herein authorized shall operate to alter in any manner the undivided interest of unit owners in the common elements and amendment by the proceedings set forth in Article X must be made where the effect of any alterations would be to increase or decrease the number of units, change the boundaries of the common elements outside of any residential building or change in any manner the undivided interest of unit owners in the common elements.

- (3) The Declarant expressly reserves the right for so long as Declarant owns any of the units to grant to the City of Tulsa, or to any public utility company, easements in addition to those now existing or appearing of record to facilitate the construction of additional utility services to serve all or any portion of the property or property adjoining. The granting of such additional utility easements by the Declarant shall not require the amendment of this Declaration or the consent of any unit owners or their mortgagees so long as such easements do not encroach upon and interfere with the peaceful enjoyment of the unit of any such unit owners.
- (4) Until Declarant has sold all of the unit ownership estates covered hereby, neither the use of the property, nor any unit owner, unit owners, Board of Administrators or officers of the Association shall interfere with the interior modification, alteration, decoration, repair or sale of the unit ownership estates. Declarant may make such use of the unsold units and common

elements as may facilitate any such sale, including but not limited to, maintenance of a sales office, the showing of the property and the display of signs.

(5) The Declarant expressly reserves the right for so long as Declarant owns twenty-one (21) or more of the units to grant to adjoining property owners or occupants, and their invitees, whether or not affiliated with or controlled by Declarant, easements or rights-of-ways for passage or parking of vehicles or pedestrians on or about the general common elements or ways, and for any period of years not exceeding ninety-nine (99) in number; provided that any consideration received for the same shall inure to and for the benefit of the "Association" referred to in Article XI hereinafter.

(6) The Declarant expressly reserves the right for so long as Declarant owns twenty-one (21) or more of the units to grant to adjoining property owners or occupants, and their invitees, whether or not affiliated with or controlled by Declarant, the right or license to utilize swimming pool, bathhouse, laundry facilities and other general common elements within the condominium upon such terms and conditions as Declarant deems fair and equitable, in Declarant's sole discretion, and for any period of years not exceeding ninety-nine (99) in number; provided, however, that any consideration received for the use or enjoyment of any such facilities shall inure to and for the benefit of the "Association" referred to in Article XI hereinafter.

(7) The Declarant expressly reserves the right for so long as Declarant owns twenty-one (21) or more of the units to enter into contracts binding on the "Association" with third parties, whether or not affiliated with or controlled by Declarant, providing for the use by unit owners of facilities owned or leased by such third parties for such fair and equitable consideration as Declarant in its sole discretion deems appropriate and which consideration shall be deemed a part of the "common expenses" provided for in Article XIX hereinafter.

## ARTICLE VI

### CREATION OF UNIT OWNERSHIP ESTATES

The real property, buildings and all other improvements and structures on or in said real property and all easements, rights and appurtenances belonging thereto are hereby divided into two hundred and four (204) fee simple estates consisting of two hundred and four (204) separately designated units, together with an undivided percentage interest as set forth in Article IV above in all common elements. Each unit is identified in Article IV above by number designation and more specifically described by number, dimensions, area and location on the plot plan and the building plans of the individual units attached hereto as exhibits.

## ARTICLE VII

## DESCRIPTION OF GENERAL COMMON ELEMENTS

(1) The “general common elements” as that term is used in this Declaration shall mean and include the following:

- (a) The land itself included in the description of the real property above.
- (b) Any tangible personal property acquired for the maintenance and operation of the unit ownership estates covered hereby.
- (c) The swimming pool, bathhouse, laundry facilities and trash disposal areas.
- (d) The yards, gardens, sidewalks, driveways, streets and ways, curbs, gutters, and drainage facilities and all parking spaces shown on the attached plot plan, but not including the patios, balconies, stairways, halls and alcoves denominated as limited common elements on such plot plan or herein.
- (e) The foundations, columns, girders, beams, supports, outside doors, main and bearing walls and floors and roofs of all buildings upon the land.
- (f) Installations consisting of all equipment and materials making up the central services, such as power, light, gas, water, heating and air-conditioning (other than individual heating and air-conditioning units within a unit), including all pipes, tanks, pumps, compressors (other than as excepted below), motors, fans, ducts, conduits, wires, cables, flues, shoots, and in general, all apparatus, equipment, materials and installations existing for common use and not designed to serve only one unit. There is excluded: compressors, motors, coils, fans, and elements for individual air-conditioning and heating units, together with disposal, dishwasher, range, sink, refrigerator, hot water tank and heater, windows, interior doors and non-load bearing partition walls within the vertical and horizontal boundaries of units, and floor coverings, serving individual dwelling units, all of which excluded items shall be deemed a part of the designated unit which they serve.
- (g) All recreational and community facilities, including tangible items for use with the same as have been or may be provided for this project.
- (h) Easements for utilities, access, maintenance, repair, reconstruction or replacement of the foregoing structural members, equipment, installations and appurtenances, and for all other services necessary or convenient to the existence, maintenance, safety and use of the property.
- (i) All portions of the property described in the Act as general common elements unless otherwise indicated by the terms of this Declaration.

(2) The general common elements as described above shall be held and owned as tenancies in common by the unit owners in the proportions set opposite their respective unit designations in Article IV above but subject to any existing liens, leases, grants, licenses or easements

heretofore entered into and appearing of record, or hereafter created by or for the benefit of the "Association" or by the Declarant at any time pursuant to the reservations set forth in Article V hereof. Each undivided interest in the general common elements shall be deemed appurtenant to the unit designation set opposite such undivided interest in the table under Article IV above. The term "unit owner" as used in this Declaration means any individual or group of individuals, corporation, partnership, association, trust, estate, or other legal entity or any combination or combinations thereof, owning one or more units in any of the buildings described in this Declaration.

## ARTICLE VIII

### DESCRIPTION OF LIMITED COMMON ELEMENTS

(1) A portion of the common elements is hereby set aside and reserved for the exclusive use of individual unit owners, such areas being designated and known as "limited common elements". The limited common elements reserved for the exclusive use of individual unit owners are as follows:

(a) Any patio immediately adjacent to designated units on the ground floor level are hereby reserved for the exclusive use of the unit owner of said designated unit. Such patios, if any, are indicated as existing by the letter "P" in the table shown in Article IV hereof and the location thereof is indicated on the floor plan applicable to such units on Exhibit "B" hereto.

(b) The stairways, halls and alcoves immediately adjacent to individual units are hereby reserved for the exclusive use of the unit owner or unit owners whose units are immediately adjacent thereto.

(c) Any balconies immediately adjacent to designated units on the upper floor level are hereby reserved for the exclusive use of the unit owner of said designated unit. Such balconies, if any, are indicated as existing by the letter "B" in the table shown in Article IV hereof and the location thereof is indicated on the floor plan applicable to such units on Exhibit "B" hereto.

(2) Each limited common element shall be used in connection with the particular unit or units for which such common element has been set aside and reserved to the exclusion of the use thereof by the other owners of units in this project, subject to the By-Laws or any rules or regulations promulgated thereunder. Subject to the right of exclusive use by individual unit owners as herein set forth, said limited common elements shall be owned in the same manner and in the same proportion as set forth above for ownership of the general common elements.

## ARTICLE IX

## DESCRIPTION OF UNITS

A "unit" shall mean and be described as an enclosed space consisting of multiple rooms bounded both as to horizontal and vertical boundaries by the interior surface of its perimeter walls, ceilings and floors, which are shown on the plot plan marked as Exhibit "A" annexed hereto, and on the floor plans marked Exhibit "B", annexed hereto, and made a part hereof. In instances where a unit occupies a part of more than one floor in a building, the area between the surface of the ceiling on the lower floor and the surface under the floor-covering of the floor of the upper floor of the building containing same shall be deemed a part of the common elements except the area where the extended planes of such surfaces are intersected or interrupted by stairwells or airways serving the upper and lower floors of the unit.

## ARTICLE X

### 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:

Jack R. Givens  
c/o Jones, Givens, Brett, Gotcher,  
Doyle & Bogan, Inc.  
Attorneys at Law  
201 West Fifth Street  
Suite 400  
Tulsa, Oklahoma 74103

## ARTICLE XI

### 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 seventy-five percent (75%) or more, and holders of recorded mortgages secured by and covering an aggregate ownership interest in the common elements of seventy-five percent (75%) or more, consent and agree in writing to such amendment, modification or change; PROVIDED, HOWEVER, 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 all of the unit owners and all holders of any recorded mortgages covering any or all unit ownership estates, and FURTHER PROVIDED that no such amendment shall be made which would abrogate or impair the reserved rights of the Declarant herein or as set forth in the attached By-Laws. Each such amendment, modification or change, after being reduced to writing and executed, shall be

duly recorded. The effective date of any such amendment, modification or change shall be expressed in the instrument effecting such amendment, modification or change.

## ARTICLE XII

### ADMINISTRATION OF PREMISES

- (1) The administration of all of the property described and included within this Declaration shall be governed by the By-Laws of Willow Creek, I, Neighborhood Association, Inc., an Oklahoma non-profit corporation, hereinafter referred to as the "Association". A true copy of the By-Laws of the Association is attached to this Declaration as Exhibit "C" and made a part hereof. Declarant and any person becoming the owner of a unit covered hereby shall hereby automatically become a member of the Association and shall remain a member for the period of his unit ownership. Membership in said Association may not be assigned, transferred, sold, pledged, mortgaged or otherwise conveyed or encumbered, nor shall ownership thereof devolve in any manner to any person independently or separately from the unit ownership estate to which such membership appertains. No owner may avoid the By-Laws of the Association or exempt himself from liability for his contribution toward the common expenses as hereinafter defined, by abandonment or surrender of his membership in the Association or by waiver of the use or enjoyment of any of the common elements or by abandonment of his unit.
- (2) All the unit owners shall collectively constitute the exclusive membership of the foregoing Association of unit owners, which Association shall be deemed synonymous with the term "Council of Unit Owners" defined in Section 503 (m) of the Act. The Association shall have the responsibility of managing the entire premises through a Board of Administrators whose selection, tenure, duties, powers and responsibilities are set forth in the attached By-Laws.
- (3) Notwithstanding other provisions herein contained to the contrary, Declarant shall be entitled for a period of four (4) years from the date of recording of this Declaration, or until it shall have conveyed title to eighty percent (80%) of the units, whichever shall first occur, to elect three (3) of the five (5) members of the Board of Administrators of the Association, and the other unit owners shall be entitled to elect the remaining two (2) members of the Board of Administrators. Following the date of the happening of the earlier of said events, the Board of Administrators of the Association shall be elected as in the By-Laws thereof set forth. Such By-Laws may not be amended, except with the written concurrence of the Declarant, as respects the election of the members of the Board of Administrators until the date of the happening of the earlier of said events hereinabove described.
- (4) The Association is hereby empowered to exhibit to and any first mortgagee of any interest in the Condominium is hereby given the right to examine books and records of the Association at reasonable times in the office of the Association.



## ARTICLE XIII

### COMPLIANCE WITH DECLARATION, BY-LAWS AND RULES

Each unit owner shall comply strictly with the By-Laws of the Association, and with the administrative rules and regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time and with all of the provisions, covenants, conditions and restrictions set forth in this Declaration or any lawful amendment thereto, or in the deed to the owner's unit. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by the Board of Administrators of the Association or, in a proper case, by an aggrieved unit owner.

## ARTICLE XIV

### PARTITION OF COMMON ELEMENTS

The common elements, both general and limited, shall remain undivided and no unit owner shall bring any action for partition or division of any part thereof except as specifically permitted by the Act.

## ARTICLE XV

### UNIT OWNERSHIP ESTATE AND COMMON ELEMENT INTERESTS INSEPARABLE

Each unit and the undivided interest in and to the common elements appurtenant thereto, both general and limited, shall be inseparable and may be conveyed, leased or encumbered only as a unit ownership estate.

## ARTICLE XVI

### EASEMENTS

Each deed to a unit ownership estate from the Declarant shall be deemed to include and shall be subject to the flowing easements.

(1) Each unit owner shall have an easement in common with the owners of all other units to use all pipes, ducts, cables, wires, conduits, public utility lines or other common elements located in any of the other units and serving his unit. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes, ducts, cables, wires, conduits, public utility lines and other common elements serving such other units and located in such unit. The Board of Administrators of the Association, and its agents, servants, and employees, shall have a right of

access to each unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the common elements contained therein or elsewhere in the building in which such unit is situated.

(2) If any portion of the common elements encroaches upon any unit or units, or if any unit or units encroach upon any other unit or units or upon any portion of the common elements, as a result of the construction of the building in which such unit or units are situated, or if any such encroachment shall occur as the result of shifting or settling of the building in which any unit or units are situated, a valid easement for each such encroachment and for the maintenance of the same shall exist so long as the building containing the unit or units so encroaching shall exist. In the event any building on the property or any unit within a building on the property or any common element shall be partially or totally destroyed as a result of fire or other casualty or is taken or damaged as a result of condemnation or eminent domain proceedings, and then the same is rebuilt or remodeled, encroachment of parts of the same upon any unit or units or upon any of the common elements due to such rebuilding shall be permitted and valid easements for such encroachments and the maintenance thereof shall exist so long as the unit or units or common elements so encroaching shall stand.

Each owner of a unit ownership estate in Willow Creek Condominium, I, by acceptance of a deed thereto, does hereby specifically consent to each of the foregoing easements and in the maintenance thereof.

## ARTICLE XVII

### POWER OF ATTORNEY

Each unit owner shall and by acceptance of his deed grant to the persons who shall from time to time constitute a majority of the Board of Administrators, and irrevocable power of attorney, coupled with an interest, to acquire title to or lease any unit whose owner desires to surrender, sell or lease the same or which may be the subject of a foreclosure or other judicial sale, in the name of the Board of Administrators or its designee, corporate or otherwise, on behalf of all unit owners, and to convey, sell, lease, mortgage, vote the votes appurtenant thereto or otherwise deal with any such unit so acquired or to sublease any unit so leased by the Board of Administrators. Title to any unit purchased pursuant to this power of attorney shall be held by the Board of Administrators or its designee, corporate or otherwise, on behalf of all unit owners in proportion to their respective interest in the common elements as set forth in this Declaration. Any lease acquired by the Board of Administrators or its designee, corporate or otherwise, shall also be held on behalf of all unit owners in proportion to their respective interests in the common elements.

## ARTICLE XVIII

## RESTRICTIVE COVENANTS

Without limiting or impairing in any manner any restrictions or covenants contained elsewhere in this Declaration or in the By-Laws or any administrative rules and regulations adopted pursuant to the By-Laws or contained in the Act itself, restrictions of use of each unit and the common elements covered by this Declaration shall include but not be limited to the following:

1. Each unit shall be occupied and used by the owner or his lessee as and for a single, one-family residential dwelling only, and at no time shall such unit or any portion thereof be used for business, professional or commercial purposes, subject, however, to Declarant's reserved right to utilize units owned by him for purposes of advertising or selling other units as hereinabove set forth.
2. No unit owner shall do or cause to be done any work upon or about his unit that will impair or jeopardize the structural soundness or safety of the property or that will impair any easement or hereditament without, in every such case, the prior written consent of the Board of Administrators of the Association.
3. No unit owner shall perform any act nor shall he permit his social or business guests, invitees, tenants, employees, agents, servants or any person residing with him, to perform any act or do or cause to be done anything that will impugn or adversely affect the integrity and sanctity of the property.
4. No noxious or offensive activity or trade shall be carried on in any unit or upon or about the common elements or the vicinity thereof nor shall anything be done thereon or thereabouts by any unit owner, his social or business guests, invitees, tenants, employees, agents, servants, or any person residing with him, which may be or become an annoyance or nuisance to any other unit owner.
5. No general or limited common elements shall be utilized for any purpose other than the basic, primary and customary purpose for which the same was installed, designed and constructed. The stairways, halls and alcoves that immediately adjoin units and which serve as limited common elements for more than one unit shall not be utilized or obstructed by any one such unit owner to the exclusion of other unit owners entitled to the use thereof by the terms of this Declaration; such limited common elements may be used only for such purposes as may be from time to time permitted by the By-Laws or rules and regulations of the Association.
6. Each person becoming a unit owner covenants and agrees to keep his unit and any limited common element reserved for his exclusive use in an orderly and sanitary condition and not to use nor permit the use of his unit or reserved limited common elements or any portion thereof in any manner that will increase the insurance rate or risk upon the other units or upon the common elements. Each person, upon becoming a unit owner, further agrees to observe and promptly comply with all laws, ordinances

and regulations affecting the use of his unit or the common elements and the cleanliness, safety, occupancy, ownership and use of the same. The unit owner will not commit nor suffer any person under his control or person at his invitation on the property to commit any waste or damage to the common elements or any unit.

7. Each unit owner agrees to save the Association and all other unit owners harmless from and to promptly discharge any fines, impositions or other charges levied or made by any governmental authority by reason of such particular unit owner's violation of any law, ordinance or regulation of any governmental authority.

## ARTICLE XIX

### INSURANCE

- (1) Each owner of a unit ownership estate covered hereby does upon acceptance or acquisition of title to such estate thereby irrevocably constitute and appoint Willow Creek, I, Neighborhood Association, Inc., an Oklahoma nonprofit corporation, referred to as "Association", their true and lawful attorney-in-fact to select, procure, place, maintain and manage all forms of insurance hereinafter required to be provided. Each unit owner may, at said unit owner's own expense, procure such additional individual insurance as he, she, it or they may deem necessary or desirable for their own protection or that of their unit ownership estate.
- (2) The Association shall procure insurance for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, specifically including without limitation, the following:
  - (a) Multi-peril type policy covering all buildings within Willow Creek Condominium, I, providing as a minimum fire and extended coverage and all other coverages in the kind and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon estimated replacement cost). The name of the insured under each required policy must be stated in form and substance similar to the following: "Willow Creek, I, Neighborhood Association, Inc., an Oklahoma non-profit corporation for use and benefit of the individual unit owners" (designated by name, if required). Each such policy must contain the standard mortgagee clause which must be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of the mortgagees as their interests may appear, or must be otherwise endorsed to fully protect the interest of such mortgagees. At the time such insurance is procured, the Association must deliver a letter to the mortgagees wherein the Association agrees to notify such mortgagees whenever: (i) damage to a unit exceeds \$1,000.00; (ii) damage to common elements and related facilities exceeds \$10,000.00, provided that such letter shall not be required if such mortgagee is expressly named under the policy.

- (3) The Association shall procure a comprehensive policy of public liability insurance covering all of the common elements and public ways within Willow Creek Condominium, I. Such insurance policy 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. The scope of coverage may include all other coverage in the kind and amounts required by private institutional mortgage investors for projects similar in construction, location and use.
- (4) All policies of hazard insurance must contain or have attached the standard mortgagee clause commonly accepted by private institutional mortgage investors in the area in which the subject property is located. The mortgagee clause must provide that the insurance carrier shall notify the first mortgagee (or trustee) named at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy.
- (5) Each hazard insurance policy must be written by a hazard insurance company which has a financial rating by Best’s Insurance Reports of Class VI or better. Hazard insurance policies shall also be acceptable from an insurance carrier which has a financial rating by Best’s Insurance Reports of Class V, provided it has a general policy holder’s rating of at least A.
- (6) The Association may procure such other insurance as its Board of Directors shall deem desirable, including Directors and Officers Liability Insurance, Errors and Omissions Insurance, Employee Fidelity Bonds, or other insurance without limitation.
- (7) Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

## ARTICLE XX

### COMMON EXPENSES

- (1) “Common Expenses” shall mean and include the following:
  - a) The expenses of administration, maintenance, repair or replacement of the common elements, except such of the limited common elements as are herein specifically excluded.
  - b) The cost of providing water, sewer, garbage and trash collection, electrical, gas and other necessary utility services for the common elements, to the extent that the same are not separately metered or billed to each individual unit.
  - c) Expenses agreed upon as common by the above-named Association of unit owners.
  - d) Expenses declared common by provisions of the Act.
  - e) Expenses declared common by provisions of this Declaration and the By-Laws of the Association.

- f) All sums lawfully assessed by the Board of Administrators of the Association.
- (2) The Board of Administrators of the Association are hereby authorized to make and impose monthly assessments against all unit owners in an amount estimated by such Board to be necessary to meet common expenses. The assessments shall be made pro rata according to each unit owner's percentage interest as hereinabove set forth in and to the general common elements. Assessments for such estimated common expenses, including insurance, shall be due monthly in advance on or before the 5<sup>th</sup> day of each month. Where it deems it necessary, the Board of Administrators may prepare and deliver or mail to each unit owner an itemized periodic statement showing the various estimated or actual expenses for which the assessments are made.

The amount for monthly assessments by the owner of a particular unit ownership estate shall be prorated if the ownership of that particular unit ownership estate commenced on a day other than on the 1<sup>st</sup> day of the month. Each unit owner hereafter acquiring title to a unit ownership estate shall upon initial occupancy deposit the sum of One Hundred Dollars (\$100.00) with the Association as an advance toward assessments, which shall be refunded to such owner without interest if unused, at the termination of his tenancy.

- (3) In computing the aggregate estimated assessments for all unit owners, the Board of Administrators of the Association may include the following items of estimated expenses growing out of or connected with the maintenance and operation of the common elements: Cost of management, special assessments, insurance premiums, taxes, landscaping and care of grounds and swimming pool, repairs and renovations, maintenance employees' wages, legal and accounting fees, management fees, expenses and liabilities incurred by the Board of Administrators under or by reason of this Declaration, the payment of any deficit remaining from the previous assessment period and an amount necessary to create a reasonable contingency or other reserve or surplus fund, and all other costs and expenses relating to the common elements.
- (4) The expense of maintenance, cleaning, alterations, decorations, repair or replacement of patios hereinabove reserved for the exclusive use of designated units as limited common elements, are hereby declared not to be common expenses, and any such expenses shall be borne solely by the unit owners of units to which such patios are adjacent.
- (5) The omission or failure of the Board to fix the assessment for any year shall not be deemed a waiver, modification or release of any unit owner from the obligation to pay such assessment when fixed or made.
- (6) No unit owner may exempt himself from contributing toward such common expense by waiver of the use or enjoyment of the common elements or by abandonment of the unit.

## ARTICLE XXI

### LIEN FOR UNPAID ASSESSMENTS OF COMMON EXPENSE

All sums assessed as hereinabove provided by the Board of Administrators for the share of the common expenses chargeable to any unit, which sums are not paid when due, shall, together with interest thereon at the legal rate, constitute a lien on such unit in accordance with the provisions of Section 524 of the Act and this Declaration and may be enforced as in such Act and this Declaration provided.

The aforesaid lien for the common expenses shall attach from the date such assessment is made. To evidence such lien, the Board of Administrators may, but shall not be required to, prepare and file a written notice in the Office of the County Clerk of Tulsa County, Oklahoma, setting forth the amount of such unpaid indebtedness, the nature of the indebtedness, the date the assessment was made, the name of the owner of the applicable unit ownership estate and a description of such unit ownership estate. Such a notice shall be signed by one of the Board of Administrators of the association.

In any action to foreclose the aforesaid statutory lien, the Association shall be entitled to the appointment of a receiver for such unit ownership estate to collect the same. In any such foreclosure proceedings, the unit owner shall also be required to pay the costs and expenses of such foreclosure proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees incurred in the foreclosure proceedings. The Association, acting by and through its Board of Administrators shall have the power to bid on the unit ownership estate at foreclosure sale and to acquire and hold title, lease, mortgage and convey the unit ownership estate acquired at such foreclosure sale.

The amount of the common expenses assessed against each unit ownership estate together with interest and costs shall also be a personal debt of the owner thereof from the date such assessment is made. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosure or waiving the lien securing the same. In any such suit for money judgment, in addition to the unpaid common expense assessments, the owner shall pay all costs and expenses of collection and suit, including a reasonable attorney's fee, and interest at the legal rate on the unpaid assessments from the date such assessments are made.

## ARTICLE XXII

### RIGHT OF FIRST REFUSAL

(1) Each owner is free to sell or lease his unit ownership estate provided that: (i) he is not in arrears in payment of any regular and/or special assessment, or any interest charge or fees attributable thereto; and (ii) he shall give to the Association written notice of the name of his proposed buyer and/or lessee, the terms and conditions of a bona fide written offer to purchase or lease his unit and such other writings or documents as will reasonably present the financial condition of said proposed buyer or lessee, in sufficient detail as to allow verification by the Association that such proposed buyer or lessee has a net monthly income sufficient to maintain the total monthly expenses of principal,

interest, insurance, taxes and/or rental attributable to the unit to be sold or leased, together with the regular and any special assessments currently attributable to the unit to be sold or leased and the Association does not exercise its right to purchase or lease such unit as hereinafter provided.

(2) The Association shall have fifteen (15) days after the actual receipt of the owner's written notice of such proposed sale or lease, to notify the owner proposing to sell or lease his unit that the proposed buyer or lessee does not have sufficient financial strength to discharge all applicable common expenses and other expenses attributable to the unit to be sold or leased. If the Association has determined that the proposed buyer or lessee does not so qualify, the Association shall within fifteen (15) days, deliver to said owner at the address of his unit or at such other address as said owner may designate, a notice of non-qualification and appropriate escrow instructions (calling for a closing within ninety (90) days) for the purchase or lease of the unit to be sold or leased, upon the same terms as offered to the proposed buyer or lessee. If the Association delivers to said owner such notice of non-qualification, but fails to deliver within said fifteen (15) day period the appropriate escrow instructions for the purchase or lease of said unit, said owner may sell or lease his unit to the proposed buyer or lessee upon the same terms as offered to the Association; provided that such sale or lease to the proposed buyer or lessee must be completed within one hundred and five (105) days after the written notice of the proposed sale or lease was delivered to the Association. If the Association fails, within said fifteen (15) day period to notify said unit owner whether his proposed buyer or lessee qualifies, or does not qualify, then said owner may sell or lease his unit to the proposed buyer or lessee upon the same terms and conditions as offered to the Association.

(3) If the unit owners otherwise entitled to vote who hold in the aggregate more than a seventy-five percent (75%) interest in the common elements approve the purchase of a unit by the Association pursuant to the right of first refusal herein provided, then the purchase price of said unit shall be specially assessed to the owners (excluding the selling owner) in accordance with the provisions of this Declaration. If the unit owners otherwise entitled to vote, which owners hold in aggregate more than a seventy-five percent (75%) interest in the common elements, approve the lease of such unit by the Association pursuant to the right of first refusal, the lease payments for said unit shall be specially assessed against the owners (excluding the leasing owner) for the remainder of the Association's fiscal year in accordance with the provisions of this Declaration, and thereafter, said lease payment shall be used in the Board of Administrators' estimate of common expenses and included in the regular assessments for the project.

(4) In the event the Association purchases or leases a unit in accordance with this Article XXII, the Association or its designee shall cause the unit so purchased or leased to be listed with a reputable licensed real estate broker for resale, lease or sublease of such unit at its fair market value or rental, as soon as practicable to a purchaser or lessee meeting the financial criteria set forth in Paragraph (2) hereof. Any gain on such resale, lease or sublease, including any interest earned thereon, shall be used by the Association to reduce the estimate of common expenses for the next fiscal year.



(5) Notwithstanding anything herein contained to the contrary, the terms and provisions of this Article XXII shall apply to all transfers of units; except (i) a transfer to any purchaser of a unit at any foreclosure sale under any recorded mortgage, made in good faith and for value; provided, however, that any such purchaser (which shall include a grantee under a deed-in-lieu of foreclosure) shall be subject to the terms and provisions of this Article XXII, for any subsequent transfer of the unit so acquired; (ii) the first sale of any unit by Declarant; (iii) leases of any units by Declarant.

(6) No voting rights shall be exercised with respect to any unit acquired by the Association in accordance with this Article XXII during any period that such unit is held by the Association or any representative thereof on behalf of the Association.

## ARTICLE XXIII

### NOTICES

(1) All notices and communications required or intended to be served or given under the provisions of this Declaration or the Act upon any owner of a unit ownership estate covered hereby shall be deemed sufficient if reduced to writing and delivered personally to any one of co-owners of a unit or if sent by registered or certified mail, postage prepaid, addressed to each such unit owner at the building on the property in which the unit of such unit owner is situated. Any unit owner may by prior written notice to the Board of Administrators, or its managing agent, if any, change the mailing address of any notices to be given to him. All notices or communications required or intended to be served or given under the provisions of this Declaration upon the Board of Administrators shall be sent by registered or certified mail to the Board of Administrators, c/o any managing agent employed by same, or in the absence of such, to the Board of Administrators at their office as designated in the Articles of Incorporation of the Association, or to the office of the Board of Administrators at such other address as it may hereafter designate from time to time by notice in writing to all unit owners and to all mortgagees of unit ownership estates. All notices to mortgagees of unit ownership estates shall be sent by registered or certified mail to the respective addresses as designated by them to the Association from time to time in writing.

(2) Date of any notice or communication served or given by mail shall be the date when the same is deposited in any post office of the United States Post Office Department. Date of any notice or communications served or delivered personally shall be the date when the same is received by the party to whom addressed.

## ARTICLE XXIV

MORTGAGEE NOTIFICATION

The Association shall give written notice to any first mortgagee of any unit of default by the applicable mortgage-unit owner in any of the obligations imposed by the Declaration, By-Laws, the Act, or any rules and regulations of the Association, which default has not been cured for a period of sixty (60) days following receipt of written notice by such unit owner where such mortgagee requests any such notice at the time of execution of any such mortgage or within a reasonable time thereafter.

ARTICLE XXV

SEVERABILITY

The provisions of this Declaration are severable and if any Article, paragraph, subparagraph, or clause of any Article, or any sentence, phrase or word of this Declaration or the application thereof in any circumstances be held to be invalid or unenforceable, such invalidity or unenforceability and determination thereof shall not affect the validity or enforceability of any other portion of this Declaration and the application of any such Article, paragraph, subparagraph or clause thereof, or any paragraph, sentence, clause, phrase or word in this Declaration in any other circumstances, shall not be affected thereby.

~SEAL~

IN WITNESS WHEREOF, the undersigned has executed this  
Declaration of Unit Ownership Estate this 29<sup>th</sup> day of November, 1978.

WILLOW CREEK CONDOMINIUMS, INC.  
An Oklahoma corporation

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

STATE OF NEW YORK            )  
  ) SS:  
COUNTY OF NEW YORK        )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 29<sup>th</sup> day of November, 1978 personally appeared \_\_\_\_\_

To me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

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

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:  
  
\_\_\_\_\_

BYLAWS  
OF  
WILLOW CREEK CONDOMINIUMS, INC.

ARTICLE I NAME OF CORPORATION

This corporation shall be known as WILLOW CREEK CONDOMINIUMS, INC.

## ARTICLE II OFFICES

SECTION 1. The principal office and place of business of this corporation shall be in the City of Tulsa, Tulsa County, State of Oklahoma.

SECTION 2. The corporation may have such other office, either within or without the State of Oklahoma, at such other places as the Board of Directors may from time to time designate or as the business of the corporation may require.

## ARTICLE III STOCKHOLDERS MEETINGS

SECTION 3. Annual Meeting. The annual meeting of stockholders of the corporation shall be held each year commencing the year 1978, on the first Monday in December at the hour of 4:00 o'clock P.M. at the Principal office of the corporation. The Board of Directors may change the place of meeting provided that any such change shall be stated in the notice and call of the annual meeting. Written notice of all meetings must be mailed to each stockholder of record by the Secretary at least ten (10) days prior to such annual meeting. Notice of any annual meeting may be waived in writing by any stockholder and will be considered as waived by such stockholder's attendance at any such annual meeting.

If the day fixed for the annual meeting shall be a legal holiday in the State of Oklahoma, such meeting shall be held at 1:00 o'clock P.M. on the next succeeding business day. If the election of directors shall not be held on the day designated herein for said annual stockholders meeting or at any adjournment of such meeting, the Board of Directors shall cause the election to be held at a special meeting of the stockholders called pursuant to these Bylaws as soon thereafter as said meeting may conveniently be held.

The order of business at the annual meeting of stockholders shall be as follows:

- (1) Calling meeting to order.
- (2) Proof of Notice of meeting.
- (3) Reading minutes of last previous annual meeting.
- (4) Reports of officers.
- (5) Reports of committees.
- (6) Election of Directors.
- (7) Such miscellaneous business as may come or be properly brought before the meeting.

SECTION 2. Special Meetings. Special meetings of the stockholders for any purpose or purposes unless otherwise prescribed by statute may be called by the Chairman of the Board of Directors, or the President, or in their absence, by any Vice President, or by a majority of the Board of Directors, and shall be called by the Chairman of the Board of Directors or the President upon the request of the stockholders owning not less than 25% of all of the outstanding stock of the Corporation entitled to vote at such meeting. Business transacted at all special meetings shall be confined to the objects or purposes stated in the call; however, notice of any special

meeting and consideration of business other than that stated in the call may be waived in writing by any stockholder and will be considered as waived by his attendance at any such special meeting.

The Board of Directors may designate any place, either within or without the State of Oklahoma, unless otherwise prescribed by statute, as the place of meeting for any special meeting of the stockholders called by the Board of Directors. If no designation of place of meeting is made or if a special meeting be called by other than the Board of Directors, the place of meeting shall be at the principal place or office of the corporation.

SECTION 3. Notices of Meetings. Notice of annual or special meeting may be written or printed. Notice of any annual meeting shall be deemed satisfactorily given if delivered in person to any stockholder of record or if mailed to any such stockholder not less than ten (10) days nor more than thirty (30) days preceding the date of any such annual meeting. Notice of special meetings shall be deemed satisfactorily given if delivered in person or mailed not less than five (5) days nor more than thirty (30) days prior to such meeting. If mailed, such notice shall be deemed to be delivered when deposited in any United States Post Office with postage prepaid addressed to the stockholders' last known mailing address as it appears on the stock ledger of the corporation.

SECTION 4. Closing of Transfer Books or Fixing of Record Date. For the purpose of determining stockholders entitled to notice of or to vote at any meetings of stockholders or an adjournment thereof, or stockholders entitled to receive payment of any dividend, or in order to make a determination of stockholders for any other proper purpose, the Board of Directors of the corporation shall have the power to close the stock transfer books for a stated period but not to exceed in any case thirty (30) days. If the stock transfer books shall be closed for the purpose of determining stockholders entitled to notice of or to vote at a meeting of stockholders, such books shall be closed for at least ten (10) days immediately preceding such meeting. In lieu of closing the stock transfer books, as aforesaid, the Board of Directors may fix in advance a date as the record date for any such determination of stockholders, such date in any case to be not more than thirty (30) days, and in case of a meeting of stockholders not less than ten (10) days prior to the date on which the particular action requiring such determination of stockholders is to be taken, and only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to such notice of and to vote at such meeting or any adjournment thereof, or to receive payment of any dividends or allotment of any rights or to exercise such rights, or to give such consent as the case may be. If the stock transfer books are not closed and no record date is fixed for the determination of stockholders entitled to notice of or to vote at a meeting of stockholders, or stockholders entitled to receive payment of a dividend, or for any other lawful purpose, the date on which notice of the meeting is mailed, or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of stockholders. When a determination of stockholders entitled to vote at any meeting of stockholders has been made as provided in this Section, such determination shall apply to any adjournment thereof.

SECTION 5. Voting Lists. The officer or agent having charge of the stock transfer books for shares of the corporation shall make at least ten (10) days before each meeting of stockholders, a complete list of the stockholders entitled to vote at such meeting or any adjournment thereof, arranged, in alphabetical order with the address of and the number of shares held by each, which list, for a period of ten (10) days prior to such meeting shall be kept on file at the registered office of the corporation and shall be subject to inspection by any stockholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any stockholder during the whole time of the meeting. The original stock transfer book shall be prima facie evidence as to who are the stockholders entitled to examine such list or transfer books or to vote at any meeting of stockholders.

SECTION 6. Quorum. A majority of the outstanding shares of the corporation entitled to vote represented in person or by proxy shall constitute a quorum at a meeting of stockholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, and entitled to vote, any business may be transacted which might have been transacted at the meeting as originally notified. The stockholders present at a duly organized meeting and who are entitled to vote may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

SECTION 7. Proxies. At all meetings of stockholders, a stockholder may vote or give his consent by proxy executed in writing by the stockholder or by his duly authorized attorney in fact. Such proxy shall and must bear date not more than ten (10) days prior to said meeting, and must be filed with the Secretary of the corporation before or at the time of the meeting.

SECTION 8. Voting of Shares. Each stockholder with voting power shall be entitled to one vote for each share of stock standing in his or her name on the books of the corporation on the date the transfer books are closed or on the record date, whichever is applicable, as provided and established in Section 4 above. Such vote may be by a voice vote, but any qualified voter may demand a stock vote whereupon such stock vote shall be taken by ballot, each of which shall state the name of the stockholder voting, and the number of shares voted by him, and if such ballot be cast by proxy, it will also state the name of such proxy.

SECTION 8.1 Voting Shares of Certain Holders. Shares standing in the name of another corporation may be voted by such officer, agent or proxy as the Bylaws of such corporation may prescribe, or, in the absence of such provision, as the Board of Directors of such corporation may determine. Written authority of any such officer, agent or proxy of another corporation must be presented to the Secretary at or prior to the time of any meeting at which such shares shall be voted.

Shares held by an administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote shares held by him without a transfer of such shares into his name.

Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

SECTION 9. Voting for Election of Directors. Unless otherwise provided by law, at each election of directors, every shareholder entitled to vote at such election shall have the right to vote in person or by proxy the total number of shares owned by him or her for each director's position to be filled on the Board of Directors. There shall be no cumulative voting privileges nor shall the shareholders be required to distribute their votes among any number of candidates on the cumulative voting principle.

SECTION 10. Consent of Absentees. No defect in the calling or noticing of a stockholders meeting will affect the validity of any action at the meeting if a quorum were present and if each stockholder not present in person or by proxy signs a written waiver of notice, consent to the calling of the meeting, and such waivers, consents or approvals are filed with the corporate records or made a part of the minutes of the meeting.

SECTION 11. Informal Action by Stockholders. Unless otherwise provided by law, any action required to be taken at a meeting of the stockholders, or any other action which may be taken at a meeting of the stockholders, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the stockholders entitled to vote with respect to the subject matter thereof.

SECTION 12. Inspectors of Election. Two (2) inspectors of election shall be appointed by the Board of Directors before or at each meeting of the stockholders of the corporation at which an election of directors shall take place; if no such appointment shall have been made, or if the inspectors appointed by the Board of Directors shall refuse to act or fail to attend, then the appointment shall be made by the presiding officer at the meeting. The inspectors shall receive and take in charge all proxies and ballots, and shall decide all questions touching upon the qualification of voters, the invalidity of proxies and acceptance and rejection of vote. In case of a tie vote by the inspectors on any questions, the presiding officer shall cast the deciding vote.

#### ARTICLE IV BOARD OF DIRECTORS

SECTION 1. General Powers. The management of all of the affairs, property and business of the corporation shall be vested in a Board of Directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute, the Articles of Incorporation or these Bylaws, directed or required to be exercised or done by the stockholders.

SECTION 2. Number, Tenure and Qualifications. The number of directors of the corporation shall be three (3) persons who shall be elected at the annual meeting of the stockholders by a plurality vote for a term of one (1) year. Each director shall hold office until his successor is elected and qualified even though his tenure of office should thereby exceed one (1) year.

The number of directors of the corporation may at any time be increased or decreased by vote of the majority of stockholders entitled to vote at any regular or special meeting of stockholders if the notice of such meeting contains a statement of the proposed increase or decrease. In case of any such increase, such additional directors shall hold office until their successors are duly elected and qualified. It shall not be a requirement of the office of director that such person be a stockholder of this corporation.

SECTION 3. Election of Officers. The directors shall elect at their first meeting after each annual meeting of the stockholders the following officers of the corporation for a term of one (1) year or until their successors are chosen even though their tenure of office would thereby exceed one (1) year; A President, one or more Vice Presidents, a Secretary and a Treasurer. The office of Secretary and Treasurer may be held by the same person. The Board of Directors may elect the following additional officers: A Chairman of the Board of Directors, an Assistant Secretary and Assistant Treasurer.

The Chairman of the Board of Directors may, if the Board of Directors deem it advisable, hold at the same time the office of President. The Secretary or any Vice President may, if the Board of Directors deem it advisable, hold at the same time the office of Treasurer. The Board of Directors may also choose such additional Assistant Secretaries and Assistant Treasurers as in their judgment is in the best interest of the corporation. The President must be a member of the Board of Directors and any other officers selected by the Directors may hold a position on the Board of Directors of the corporation. The directors may appoint or elect such other officers and agents as they deem necessary or advisable, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined or assigned from time to time by the directors. The officers of the corporation are to have specific control of the affairs, property, business and operation of the corporation subject only to the general control of the Board of Directors and such matters as are governed by law.

SECTION 4. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this Bylaw immediately after, and at the same place as, the annual meeting of stockholders. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

SECTION 5. Special Meetings. Special meetings of the Board of Directors may be called at any time by the Chairman of the Board of Directors or President, or in their absence, by any Vice President, or by any two (2) directors. The person or persons authorized to call special meetings of the Board of Directors may fix the place for holding any special meeting of the Board of Directors called by them.

SECTION 6. Notice. Notice of any special meeting of the Board of



Directors shall be given at least ten (10) days previously thereto by written notice delivered either personally or mailed to each director at his business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 7. Quorum. A majority of the number of directors fixed by Section 2 of this Article IV shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting a majority of the directors present may adjourn the meeting from time to time without further notice. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 8. Vacancies. Any vacancy occurring in the Board of Directors, regardless of the manner in which caused, may be filled by the affirmative vote of a majority of the remaining directors, though less than quorum of the Board of Directors, unless otherwise provided by law. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office and until his successor is elected and qualified. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of stockholders called for that specific purpose.

SECTION 9. Compensation. By resolution of the Board of Directors, the directors may be paid their expenses, if any, of attendance at such meeting of the Board of Directors, and may by resolution be paid a fixed sum for attendance at each meeting of the Board of Directors. No such payment shall preclude any director from serving the corporation in any other capacity and receiving full compensation therefor.

SECTION 10. Presumption of Assent. A director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have consented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately, and not more than five (5) days after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 11. Standing or Temporary Committees. Standing or Temporary Committees may be appointed from its own number by the Board of Directors from time to time, and the Board of Directors may from time to time invest such committees with such power as it may see fit, subject to such conditions as may be prescribed by such Board. An Executive Committee may be appointed by resolution, passed by a majority of the whole Board; it shall have all the powers provided by statute, except as specifically limited by the Board. All committees so appointed

shall keep regular minutes of the transactions of their meetings and shall cause them to be recorded in books kept for that purpose in the office of the corporation and shall report the same to the Board of Directors at its next meeting. A member of any duly appointed standing or temporary committee may be paid their expenses, if any, for attendance at any regularly called meeting of such committee and may be paid, if authorized by the Board of Directors, a fixed sum for attendance at each meeting of such committee. No such payment shall preclude any member thereof from serving the corporation in any other capacity and receiving compensation therefor.

SECTION 12. Other Powers. In addition to the powers and authorities by these Bylaws expressly conferred upon them, the Board of Directors may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these Bylaws directed or required to be exercised or done by the stockholders.

SECTION 13. Informal Action by Directors. Unless otherwise provided by law, the Articles of Incorporation or these Bylaws, any action required to be taken at a meeting of the Board of Directors or any other action which may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all the directors.

SECTION 14. Removal of Directors. The entire Board of Directors or any individual director may be removed from office in the manner provided by law or these Bylaws. A director may be removed with or without cause by a majority vote of the stockholders at any regular meeting of stockholders or any special meeting called for such purpose. Removal of a Director shall be without prejudice to his contract rights, if any.

## ARTICLE V OFFICERS

SECTION 1. Officers of the Corporation. The officers of the corporation shall be those designated in Section 3 of Article IV above. The election and term of office of such officers shall be as provided in said Section 3 of Article IV above. If the election of officers shall not be held at the first meeting of directors after the annual meeting of stockholders, such election shall be held as soon thereafter as conveniently may be. Each officer, whether elected or appointed, shall hold office until his successor shall have been duly elected and shall have qualified or until his death, resignation or removal in the manner hereinafter provided.

SECTION 2. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the affirmative vote of two-thirds of all members of the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 3. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors at any regular or special

meeting for the unexpired portion of the term and until a successor shall have been duly elected and qualified.

SECTION 4. Chairman of the Board of Directors. The President shall preside at all meetings of stockholders and directors unless a Chairman of the Board of Directors has been appointed and in such event such Chairman shall preside at all such meetings.

SECTION 5. President. The President shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control all the business and affairs of the corporation. In the absence of the Chairman of the Board of Directors, he shall, when present, preside at all meetings of the stockholders and of the Board of Directors. He may sign, with the Secretary, or any other proper officer of the corporation thereunto authorized by the Board of Directors or by law, certificates for shares of the corporation, any deeds, mortgages, bonds, contracts, or other corporation, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general, the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. The President shall be an exofficio member of standing committees and shall be responsible for carrying into effect all orders and resolutions of the Board of Directors and stockholders as required or as good business dictates.

SECTION 6. Vice President. The Vice Presidents in the order designated by the Board of Directors shall exercise the functions of the President during the absence or disability of the President and the Chairman of the Board of Directors. Each Vice President shall have such powers and discharge such duties as may be assigned to him from time to time by the President or by the Board of Directors.

SECTION 7. Secretary. The Secretary shall:

- (a) Keep the minutes of the stockholders and of the Board of Directors meetings in one or more books provided for that purpose;
- (b) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;
- (c) Be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal, is duly authorized;
- (d) Keep a register of the post office address of each stockholder, which shall be furnished to the Secretary by such stockholder.
- (e) Have general charge of the stock transfer books of the corporation;
- (f) In general, perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 8. Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall:

(a) Have charge and custody of and be responsible for all monies, bonds and securities of the Corporation; receive and give receipts for monies due and payable to the corporation from any source whatsoever and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provision of these Bylaws:

(b) He shall disburse all funds of the corporation in payment of the just demands against the corporation, or as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Board of Directors from time to time, as may be required of him, an account of all his transactions as Treasurer and of the financial condition of the corporation;

(c) In general, perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 9. Assistant Secretaries. The assistant Secretaries in the order of their seniority shall in the absence of disability of the Secretary, or in the event of his inability or refusal to act, perform the duties of the Secretary and exercise all powers conferred on such Secretary when so acting and be subject to all the restrictions upon the Secretary. The Assistant Secretaries shall perform such other duties as from time to time may be assigned to them, or any of them, by the Secretary or by the Board of Directors.

SECTION 10. Assistant Treasurers. The Assistant Treasurers in the order of their seniority shall in the absence or disability of the Treasurer perform the duties and exercise the powers of the Treasurer, subject to the limitations thereon, and shall perform such other duties as the Treasurer of the Board of Directors shall prescribe.

SECTION 11. Compensation of Officers. The compensation of officers shall be fixed from time to time by the Board of Directors, including all salaries and bonuses paid to such officers. The compensation of agents of the corporation shall also be so fixed. No officers shall be prevented from receiving a salary by reason of the fact that he is also a director of the corporation.

SECTION 12 . Reports of Officers. All officers shall render written and detailed reports of the business transacted by them at the annual stockholders meeting and at any directors meeting, when requested by the directors.

## ARTICLE VI CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 2. Loans. No loan shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, Etc. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents, of the corporation, and in such manner as from time to time may be determined by resolution of the Board of Directors.

SECTION 4. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

## ARTICLE VII CERTIFICATES FOR SHARES AND THEIR TRANSFER

SECTION 1. Certificates for Shares. Certificates representing shares of the Corporation shall be in such form as shall be determined by the Board of Directors. Such Certificates shall be signed by the President or Vice President and by the Secretary, Assistant Secretary or Treasurer, or by such other officers authorized by laws and by the Board of Directors so to do. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued with the number of shares and date of issue shall be entered on the stock transfer books of the corporation. All certificates surrendered to the corporation for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed or mutilated certificate, a new one may be issued therefor upon such terms and indemnity to the corporation as the Board of Directors may prescribe.

SECTION 2. Transfer of Shares. Transfer of shares of the corporation shall be made only on the stock transfer books of the corporation by the holder of record thereof, or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his attorney thereunto, authorized by Power of Attorney duly executed and filed with the Secretary of the corporation and on surrender or cancellation of the certificate for such shares. The person in whose name shares stand on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purposes unless otherwise limited by these Bylaws. Notwithstanding any provision hereof, the corporation shall not be bound to recognize any equitable or other claim shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any other person whether or not it shall have express or other notice thereof except as expressly provided by the laws of the State of Oklahoma. The transferee in any transfer of shares shall be deemed to have full notice of and to consent to the Bylaws of the corporation to the same extent as if he had signed a written assent thereto.

SECTION 3. Regulations. The Board of Directors shall have the power and authority to make all such rules and regulations as it may deem expedient concerning the issue, transfer,

conversion and registry of certificates for shares of the capital stock of the corporation not inconsistent with the laws of the State of Oklahoma, the Articles of Incorporation of this corporation and these Bylaws.

#### ARTICLE VIII FISCAL YEAR

The fiscal year of the corporation shall be designated by the Board of Directors prior to the period of time in which such designation must be made under existing provisions of the United States Internal Revenue Code and any regulations relating thereto. Notwithstanding the provisions of Section 1 of Article XIII of these Bylaws, the instant Article shall be deemed automatically amended by the designation of the Board of Directors by resolution of the fiscal year of this corporation.

#### ARTICLE IX DIVIDENDS AND FINANCE

SECTION 1. Dividends. The Board of Directors may from time to time when earned, declare at any regular or special meeting, dividends on the corporation's outstanding shares in the manner and upon the terms and conditions provided by law subject to the conditions and limitations imposed by the Articles of Incorporation of the corporation.

SECTION 2. Distribution of Profits. Before payment of any dividend or making any distribution or profits, there may be set aside out of the surplus or the net profits of the corporation such sum or sums as the directors from time to time in their absolute discretion deem advisable or expedient, as a reserve fund to meet contingencies or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for the payment of any employee bonuses, or for any other purpose the directors deem conducive in their sole judgment for the interest of the corporation, and any profits of any year not distributed as dividends, shall be deemed to have been thus set apart until otherwise disposed of by the Board of Directors.

#### ARTICLE X CORPORATE SEAL

The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation and the State of incorporation and the words, "Corporate Seal".

#### ARTICLE XI BOOKS AND RECORDS

SECTION 1. Maintenance of Books and Records. All books, accounts and records of the corporation unless otherwise required by law or authorized by the Board of Directors shall be kept in the principal office of the corporation and shall be open to inspection in the corporation's

principal office by the directors and stockholders of the corporation at any reasonable time or times.

SECTION 2. Annual Stockholders Report. The requirement of an annual report to stockholders is hereby dispensed with.

## ARTICLE XII NOTICES

SECTION 1. Form and Manner of Notice. Whenever the provisions of any statute of the State of Oklahoma or the Articles of Incorporation, or these Bylaws, require notice to be given to any director, officer or stockholder, they shall not be construed to mean personal notice; such notice may be given in writing by depositing the same in any post office of the United States Post Office Department in a postpaid, sealed wrapper addressed to such director, officer or stockholder at his or her address as the same appears in the books of the corporation unless otherwise provided by these Bylaws, and the time when the same shall be mailed shall be deemed to be the time of the giving of such notice.

SECTION 2. Waiver of Notice. Unless otherwise provided by law, whenever any notice is required to be given to any stockholder, officer or director of the corporation under the provisions of these Bylaws, or under the provisions of the Articles of Incorporation, or the laws of the State of Oklahoma, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

## ARTICLE XIII AMENDMENT TO BYLAWS

SECTION 1. Amendment by Board of Directors. The Board of Directors shall have the power to make, amend, alter, or repeal the Bylaws of this corporation by a vote of a majority of the Directors at any regular or special meeting of the Board of Directors; provided that notice of such alteration, amendment or repeal has been given to each Director in writing at least three (3) days prior to said meeting and further provided that the Board of Directors may not adopt a new Bylaw or amendment thereof changing the authorized number of directors or their qualifications.

SECTION 2. Amendment by Stockholders. The stockholders, by affirmative vote of a majority of the stock issued and outstanding and entitled to vote may make, alter, amend or repeal the Bylaws without notice at any annual meeting, or these Bylaws may be altered, amended or repealed and new Bylaws adopted by vote of the stockholders representing a majority of all the shares issued and outstanding and entitled to vote at any special stockholders meeting when the proposed amendment, alteration or repeal or new Bylaws have been set out in the notice of such special meeting.

Adopted this 29<sup>th</sup> day of November, 1978.

S/ ALVIN DWORMAN  
ALVIN DWORMAN, President

ATTEST

S/JACK R. GIVENS  
Jack R. Givens,  
Assistant Secretary

(SEAL)

I, Jack R. Givens, the duly elected, qualified and acting Assistant Secretary of WILLOW CREEK CONDOMINIUMS, INC., an Oklahoma corporation, do hereby certify that the within and foregoing Bylaws are the original Bylaws duly adopted by the Board of Directors of said corporation at its first meeting held on the 29<sup>th</sup> day of November, 1978.

S/JACK R. GIVENS  
Jack R. Givens, Assistant Secretary