

Willow Creek III Declaration of Unit Ownership Estate

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STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED

DECLARATION OF UNIT OWNERSHIP ESTATE

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BOOK 1531 PAGE 642

FOR

WILLOW CREEK CONDOMINIUM, IIIANITA NESBITT
COUNTY CLERK

This Declaration dated this 11th day of March, 1981, is executed by WILLOW CREEK CONDOMINIUMS THIRD, 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 LOT 2, BLOCK 2 OF WILLOW CREEK, AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA ACCORDING TO THE OFFICIAL RECORDED PLAT THEREOF; MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, BLOCK 2, SAID CORNER BEING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 68TH STREET SOUTH AND THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH RICHMOND AVENUE; THENCE N 5°37'06" W A DISTANCE OF 0.00 FEET; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH RICHMOND AVENUE ON A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 6°22'54" AND A RADIUS OF 1010.00 FEET A DISTANCE OF 112.50 FEET; THENCE N 12°00'00" W ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH RICHMOND AVENUE A DISTANCE OF 192.98 FEET; THENCE CONTINUING ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH RICHMOND AVENUE ON A CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 9° AND A RADIUS OF 1540.00 FEET A DISTANCE OF 241.90 FEET; THENCE N 3°00'00" W ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH RICHMOND AVENUE A DISTANCE OF 123.59 FEET; THENCE S 76°56'35" E A DISTANCE OF 33.25 FEET; THENCE N 75°04'10" E A DISTANCE OF 237.63 FEET; THENCE N 56°00'00" E A DISTANCE OF 0.00 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 30°07'31" AND A RADIUS OF 300.00 FEET A DISTANCE OF 157.74 FEET; THENCE N 81°00'00" E A DISTANCE OF 11.26 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 43°30' AND A RADIUS OF 225.00 FEET A DISTANCE OF 170.82 FEET; THENCE S 55°30'00" E A DISTANCE OF 125.00 FEET; THENCE S 50°00'00" E A DISTANCE OF 306.00 FEET TO A POINT IN THE SOUTHEASTERLY BOUNDARY OF SAID LOT 2 (THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 68TH STREET SOUTH); THENCE S 44°20'00" W A DISTANCE OF 0.00 FEET; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 68TH STREET SOUTH ON A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 15°20'00" AND A RADIUS OF 875.00 FEET A DISTANCE OF 234.17 FEET; THENCE S 29°00'00" W ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF EAST

68TH STREET SOUTH A DISTANCE OF 85.40 FEET; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 68TH STREET SOUTH ON A CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 61°00'00" AND A RADIUS OF 375.00 FEET A DISTANCE OF 399.24 FEET; THENCE DUE WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 68TH STREET SOUTH A DISTANCE OF 112.87 FEET; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 68TH STREET SOUTH ON A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 4°12'00" AND A RADIUS OF 2025.00 FEET A DISTANCE OF 148.44 FEET; THENCE S 85°48'00" W ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 68TH STREET SOUTH A DISTANCE OF 55.46 FEET TO THE POINT OF BEGINNING CONTAINING 513,160 SQUARE FEET OR 11.78053 ACRES.

and,

WHEREAS, Declarant desires and intends hereby to create and establish two hundred twelve (212) 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 OWNERSHIP 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 this 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, III".

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 nineteen (19) two-story residential buildings, with various adjoining patios, balconies, stairs and walkways which comprise two hundred twelve (112) separately designated units as set forth in Article I V hereof, together with trash disposal areas, a laundry facility, and non-public streets or ways containing parking spaces.

(2) The principal materials of which each building is constructed are reenforced 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.

*See P 17
of Bylaw*

Owners of upstairs units which are immediately adjoined by an upstairs balcony as 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 sidewalks and laundry structure 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 seven separate floor plans which are denominated as Plans 1L, 2B, 2D, 2KA, 2N, 2O, and 2THA and which are shown on Exhibit "B" attached hereto.

ARTICLE IV

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 (Square Feet) (1)	NUMBER OF ROOMS(2)	FLOOR PLAN	BALCONY OR PATIO(3)	PERCENTAGE OF INTEREST OWNERSHIP
501	C-1	1024	6 1/2	2KA	P	0.48061
601	C-1	1024	6 1/2	2KA	B	0.48061
502	C-1	1024	6 1/2	2KA	P	0.48061
602	C-1	1024	6 1/2	2KA	B	0.48061
502A	C-1	1200	7	2THA	1P,2B	0.56321
502B	C-1	1200	7	2THA	1P,2B	0.56321
503	C-2	1024	6 1/2	2KA	P	0.48061
603	C-2	1024	6 1/2	2KA	B	0.48061
504	C-2	1024	6 1/2	2KA	P	0.48061
604	C-2	1024	6 1/2	2KA	B	0.48061
505	C-2	695	5	1L	P	0.32619
605	C-2	695	5	1L	B	0.32619
506	C-2	695	5	1L	P	0.32619
606	C-2	695	5	1L	B	0.32619
507	C-2	870	6 1/2	2D	P	0.40833
607	C-2	870	6 1/2	2D	B	0.40833
508	C-3	1066	6 1/2	2B	P	0.50032
608	C-3	1066	6 1/2	2B	B	0.50032
509	C-3	1102	6 1/2	2N	P	0.51715
609	C-3	1102	6 1/2	2N	B	0.51715
582	C-3	1024	6 1/2	2KA	P	0.48061
682	C-3	1024	6 1/2	2KA	B	0.48061
583	C-3	1024	6 1/2	2KA	P	0.48061
683	C-3	1024	6 1/2	2KA	B	0.48061
584	C-3	1024	6 1/2	2KA	P	0.48061
684	C-3	1024	6 1/2	2KA	B	0.48061
585	C-3	1024	6 1/2	2KA	P	0.48061
685	C-3	1024	6 1/2	2KA	B	0.48061
586	C-3	1024	6 1/2	2KA	P	0.48061
686	C-3	1024	6 1/2	2KA	B	0.48061
587	C-3	1024	6 1/2	2KA	P	0.48061
687	C-3	1024	6 1/2	2KA	B	0.48061
510	C-4	870	6 1/2	2D	P	0.40833
610	C-4	870	6 1/2	2D	B	0.40833
511	C-4	1024	6 1/2	2KA	P	0.48061
611	C-4	1024	6 1/2	2KA	B	0.48061
512	C-4	1024	6 1/2	2KA	P	0.48061
612	C-4	1024	6 1/2	2KA	B	0.48061
513	C-4	1024	6 1/2	2KA	P	0.48061
613	C-4	1024	6 1/2	2KA	B	0.48061
514	C-4	1024	6 1/2	2KA	P	0.48061
614	C-4	1024	6 1/2	2KA	B	0.48061
514A	C-4	1200	7	2THA	1P,2B	0.56321
514B	C-4	1200	7	2THA	1P,2B	0.56321
515	C-4	1024	6 1/2	2KA	P	0.48061
615	C-4	1024	6 1/2	2KA	B	0.48061
516	C-4	1024	6 1/2	2KA	P	0.48061
616	C-4	1024	6 1/2	2KA	B	0.48061
517	C-5	1142	6 1/2	20	P	0.53599
617	C-5	1142	6 1/2	20	B	0.53599

UNIT DESIGNATION	BLDG. NO.	APPROX. AREA (Square Feet) (1)	NUMBER OF ROOMS(2)	FLOOR PLAN	BALCONY OR PATIO(3)	PERCENTAGE OF INTEREST OWNERSHIP
518	C-5	1142	6 1/2	20	P	0.53599
618	C-5	1142	6 1/2	20	B	0.53599
519	C-5	870	6 1/2	20	P	0.40833
619	C-5	870	6 1/2	20	B	0.40833
520	C-6	1066	6 1/2	2B	P	0.50032
620	C-6	1066	6 1/2	2B	B	0.50032
521	C-6	1142	6 1/2	20	P	0.53599
621	C-6	1142	6 1/2	20	B	0.53599
522	C-6	1142	6 1/2	20	P	0.53599
622	C-6	1142	6 1/2	20	B	0.53599
523	C-6	1142	6 1/2	20	P	0.53599
623	C-6	1142	6 1/2	20	B	0.53599
524	C-6	1142	6 1/2	20	P	0.53599
624	C-6	1142	6 1/2	20	B	0.53599
525	C-6	1142	6 1/2	20	P	0.53599
625	C-6	1142	6 1/2	20	B	0.53599
526	C-6	1142	6 1/2	20	P	0.53599
626	C-6	1142	6 1/2	20	B	0.53599
527	C-6	870	6 1/2	20	P	0.40833
627	C-6	870	6 1/2	20	B	0.40833
528	C-7	1066	6 1/2	2B	P	0.50032
628	C-7	1066	6 1/2	2B	B	0.50032
529	C-7	1142	6 1/2	20	P	0.53599
629	C-7	1142	6 1/2	20	B	0.53599
530	C-7	1142	6 1/2	20	P	0.53599
630	C-7	1142	6 1/2	20	B	0.53599
531	C-7	1142	6 1/2	20	P	0.53599
631	C-7	1142	6 1/2	20	B	0.53599
532	C-7	1142	6 1/2	20	P	0.53599
632	C-7	1142	6 1/2	20	B	0.53599
533	C-7	1066	6 1/2	2B	P	0.50032
633	C-7	1066	6 1/2	2B	B	0.50032
534	C-8	870	6 1/2	20	P	0.40833
634	C-8	870	6 1/2	20	B	0.40833
534A	C-8	1200	7	2THA	1P, 2B	0.56321
534B	C-8	1200	7	2THA	1P, 2B	0.56321
535	C-8	1142	6 1/2	20	P	0.53599
635	C-8	1142	6 1/2	20	B	0.53599
536	C-8	1142	6 1/2	20	P	0.53599
636	C-8	1142	6 1/2	20	B	0.53599
537	C-8	870	6 1/2	20	P	0.40833
637	C-8	870	6 1/2	20	B	0.40833
538	C-8	870	6 1/2	20	P	0.40833
638	C-8	870	6 1/2	20	B	0.40833
539	C-8	1142	6 1/2	20	P	0.53599
639	C-8	1142	6 1/2	20	B	0.53599
540	C-8	1142	6 1/2	20	P	0.53599
640	C-8	1142	6 1/2	20	B	0.53599
541	C-9	1066	6 1/2	2B	P	0.50032
641	C-9	1066	6 1/2	2B	B	0.50032

UNIT DESIGNATION	BLDG. NO.	APPROX. AREA (Square Feet) (1)	NUMBER OF ROOMS(2)	FLOOR PLAN	BALCONY OR PATIO(3)	PERCENTAGE OF INTEREST OWNERSHIP.
542	C-9	1142	6 1/2	20	P	0.53599
642	C-9	1142	6 1/2	20	B	0.53599
543	C-9	1142	6 1/2	20	P	0.53599
643	C-9	1142	6 1/2	20	B	0.53599
544	C-9	1066	6 1/2	2B	P	0.50032
644	C-9	1066	6 1/2	2B	B	0.50032
545	C-10	870	6 1/2	2D	P	0.40833
645	C-10	870	6 1/2	2D	B	0.40833
546	C-10	1142	6 1/2	20	P	0.53599
646	C-10	1142	6 1/2	20	B	0.53599
547	C-10	1142	6 1/2	20	P	0.53599
647	C-10	1142	6 1/2	20	B	0.53599
548	C-10	1142	6 1/2	20	P	0.53599
648	C-10	1142	6 1/2	20	B	0.53599
549	C-10	1142	6 1/2	20	P	0.53599
649	C-10	1142	6 1/2	20	B	0.53599
550	C-10	870	6 1/2	2D	P	0.40833
650	C-10	870	6 1/2	2D	B	0.40833
551	C-11	1066	6 1/2	2B	P	0.50032
651	C-11	1066	6 1/2	2B	B	0.50032
552	C-11	1066	6 1/2	2B	P	0.50032
652	C-11	1066	6 1/2	2B	B	0.50032
553	C-11	1142	6 1/2	20	P	0.53599
653	C-11	1142	6 1/2	20	B	0.53599
554	C-11	1142	6 1/2	20	P	0.53599
654	C-11	1142	6 1/2	20	B	0.53599
555	C-11	1142	6 1/2	20	P	0.53599
655	C-11	1142	6 1/2	20	B	0.53599
556	C-11	1066	6 1/2	2B	P	0.50032
656	C-11	1066	6 1/2	2B	B	0.50032
557	C-12	870	6 1/2	2D	P	0.40833
657	C-12	870	6 1/2	2D	B	0.40833
558	C-12	1142	6 1/2	20	P	0.53599
658	C-12	1142	6 1/2	20	B	0.53599
559	C-12	1142	6 1/2	20	P	0.53599
659	C-12	1142	6 1/2	20	B	0.53599
560	C-12	1142	6 1/2	20	P	0.53599
660	C-12	1142	6 1/2	20	B	0.53599
561	C-12	1142	6 1/2	20	P	0.53599
661	C-12	1142	6 1/2	20	B	0.53599
581	C-13	1066	6 1/2	2B	P	0.50032
681	C-13	1066	6 1/2	2B	B	0.50032
577	C-14	870	6 1/2	2D	P	0.40833
677	C-14	870	6 1/2	2D	B	0.40833
578	C-14	1142	6 1/2	20	P	0.53599
678	C-14	1142	6 1/2	20	B	0.53599
579	C-14	1142	6 1/2	20	P	0.53599
679	C-14	1142	6 1/2	20	B	0.53599
580	C-14	870	6 1/2	2D	P	0.40833
680	C-14	870	6 1/2	2D	B	0.40833

UNIT DESIGNATION	BLDG. NO.	APPROX. AREA (Square Feet) (1)	NUMBER OF ROOMS(2)	FLOOR PLAN	BALCONY OR PATIO(3)	PERCENTAGE OF INTEREST OWNERSHIP
571	C-15	870	6 1/2	2D	P	0.40833
671	C-15	870	6 1/2	2D	B	0.40833
572	C-15	1142	6 1/2	20	P	0.53599
672	C-15	1142	6 1/2	20	B	0.53599
573	C-15	1142	6 1/2	20	P	0.53599
673	C-15	1142	6 1/2	20	B	0.53599
574	C-15	1142	6 1/2	20	P	0.53599
674	C-15	1142	6 1/2	20	B	0.53599
575	C-15	1142	6 1/2	20	P	0.53599
675	C-15	1142	6 1/2	20	B	0.53599
576	C-15	1066	6 1/2	2B	P	0.50032
676	C-15	1066	6 1/2	2B	B	0.50032
562	C-16	1142	6 1/2	20	P	0.53599
662	C-16	1142	6 1/2	20	B	0.53599
563	C-16	1142	6 1/2	20	P	0.53599
663	C-16	1142	6 1/2	20	B	0.53599
564	C-16	1142	6 1/2	20	P	0.53599
664	C-16	1142	6 1/2	20	B	0.53599
565	C-16	1142	6 1/2	20	P	0.53599
665	C-16	1142	6 1/2	20	B	0.53599
566	C-16	1066	6 1/2	2B	P	0.50032
666	C-16	1066	6 1/2	2B	B	0.50032
570	C-16	1066	6 1/2	2B	P	0.50032
670	C-16	1066	6 1/2	2B	B	0.50032
567	C-17	870	6 1/2	2D	P	0.40833
667	C-17	870	6 1/2	2D	B	0.40833
568	C-17	1142	6 1/2	20	P	0.53599
668	C-17	1142	6 1/2	20	B	0.53599
569	C-17	1142	6 1/2	20	P	0.53599
669	C-17	1142	6 1/2	20	B	0.53599
588	C-18	695	5	1L	P	0.32619
688	C-18	695	5	1L	B	0.32619
589	C-18	695	5	1L	P	0.32619
689	C-18	695	5	1L	B	0.32619
590	C-18	695	5	1L	P	0.32619
690	C-18	695	5	1L	B	0.32619
591	C-18	695	5	1L	P	0.32619
691	C-18	695	5	1L	B	0.32619
592	C-18	695	5	1L	P	0.32619
692	C-18	695	5	1L	B	0.32619
593	C-18	695	5	1L	P	0.32619
693	C-18	695	5	1L	B	0.32619
594	C-18	695	5	1L	P	0.32619
694	C-18	695	5	1L	B	0.32619
595	C-18	695	5	1L	P	0.32619
695	C-18	695	5	1L	B	0.32619
701	C-19	695	5	1L	P	0.32619
801	C-19	695	5	1L	B	0.32619
702	C-19	695	5	1L	P	0.32619
802	C-19	695	5	1L	B	0.32619

UNIT DESIGNATION	BLDG. NO.	APPROX. AREA (Square Feet) (1)	NUMBER OF ROOMS(2)	FLOOR PLAN	BALCONY OR PATIO(3)	PERCENTAGE OF INTEREST OF OWNERSHIP
703	C-19	695	5	1L	P	0.32619
803	C-19	695	5	1L	B	0.32619
704	C-19	695	5	1L	P	0.32619
804	C-19	695	5	1L	B	0.32619
705	C-19	695	5	1L	P	0.32619
805	C-19	695	5	1L	B	0.32619
706	C-19	695	5	1L	P	0.32619
806	C-19	695	5	1L	B	0.32619
707	C-19	695	5	1L	P	0.32619
807	C-19	695	5	1L	B	0.32619
708	C-19	695	5	1L	P	0.32619
808	C-19	695	5	1L	B	0.32619
						<u>100.00000</u>

- NOTE:
1. Gross interior area without subtraction for interior walls, fixtures, or fireplace; minor variations of + or - 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" (two patios indicated by "2P").

The specific location of the buildings situated on the real property is set forth on the attached plat plan designated as Exhibit "A" hereto, each residential building being designated by a separate number from C-1 through C-19. 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 or reacquires 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-two (22) 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 XII hereinafter.

(6) The Declarant expressly reserves the right for so long as Declarant owns twenty-two (22) 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 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 XII hereinafter.

(7) The Declarant expressly reserves the right for so long as Declarant owns twenty-two (22) 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 twelve (212) fee simple estates consisting of two hundred twelve (212) 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 plat 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 laundry facility 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 plat plan, but not including the patios, balconies, stairways, halls and alcoves denominated as limited common elements on such plat 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 Bylaws 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 plat plan marked as Exhibit "A" annexed hereto, and on the floor plans marked Exhibit "B", annexed hereto, and made a part hereof.

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:

Mr. Jack R. Givens
c/o Jones, Givens, 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 Bylaws. 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 Bylaws of Willow Creek, III, Neighborhood Association, Inc., an Oklahoma non-profit corporation, hereinafter referred to as the "Association". A true copy of the Bylaws 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 thereby 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 Bylaws 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 "Counsel 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 as set forth in the attached Bylaws.

(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 ByLaws thereof set forth. Such Bylaws 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, BYLAWS AND RULES

Each unit owner shall comply strictly with the Bylaws 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 following 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, III, 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, an 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 Bylaws or any administrative rules and regulations adopted pursuant to the Bylaws 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 any 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 Bylaws 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, III, 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, III, providing as a minimum fire and extended coverage and all other coverage 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, III, 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, III. 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 Bylaws 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 5th 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 1st 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 all other costs and expenses relating to the common elements; provided, however, the Board of Administrators must include an amount necessary to create an adequate reserve fund for maintenance, repairs and replacement of common elements that must be replaced on a periodic basis.

(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 OR 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 in 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

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 XXIII

MORTGAGEE NOTIFICATION

The Association shall give written notice to any first mortgagee of any

ATTEST:

Ass't Secretary

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss

Before me, the undersigned, a Notary Public, in and for said County and State, on this 11 day of MARCH, 1987, personally appeared ARTHUR M. LIEF, 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.

Beatrice Benjamin
Notary Public

My Commission Expires:

3/30/87

(SEAL)

BEATRICE BENJAMIN
Notary Public, State of New York
No. 24-4677022
Qualified in Kings County
Commission Expires: March 30, 1987