

ABSTRACT OF OWNER'S CERTIFICATE AND RESTRICTIONS OF
WOODLAND OFFICE PARK
WASHINGTON COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

That Gerald L. Coast, Melvin H. Hoppock, O. H. Woods, Jr., Duane Mueller and Don D. Mueller, do hereby certify that they are owners of the following described real estate located in WASHINGTON COUNTY, OKLAHOMA, to-wit:

A part of the SW/4, SW/4, Section 17, Township 26 North, Range 13 East, and a part of the NW/4, NW/4, Section 20, Township 26 North, Range 13 East, Washington County, Oklahoma, described as follows:

Beginning at a point on the South line of Section 17, said point being N.89°58'00" W., 204.22' from the S.E. corner of the SE/4, SW/4, SW/4 of said Section; thence N.09°23'23"W., 5.69'; thence N.77°00' W., 55'; thence N.01°00'W., 60'; thence N.36°00'W., 72'; thence N.05°00'W., 116'; thence N.31°00" W., 158'; thence N. 55° 12'28"W., 121.42'; thence N.36°00'W., 30'; thence S.50°28'23"W., 293.12'; thence S.52°31'00"E., 355.60'; thence along a curve to the left having a radius of 581.21' a distance of 258.48'; thence S.77°56'00"E., 24.20'; thence N.09°23'23"W., 35.27' to the point of beginning containing 2.55 acres, more or less.

and embraced in Woodland Office Park, now platted in Tracts, and easements, recorded in Plat Envelope 472, in the Records of the Office of the County Clerk, Washington County, Oklahoma.

For the purpose of providing an orderly development of all the tracts included in the above described plat and for the purpose of providing adequate restrictive covenants for the benefit of the owners and their successors in title to the aforesaid tracts, the Owners do hereby impose the following restrictions and reservations on all of the said Woodland Office Park to which it shall be incumbent upon its successors in title to adhere and any person or persons, corporation or corporations, hereafter becoming the owner or owners, either directly or through any subsequent transfer or in any manner whatsoever, of any tract included in Woodland Office Park, shall take, hold and convey the same subject to the following restrictions and reservations, to-wit:

1. All tracts in said Addition shall be used for office purposes. Uses permitted within the development shall be limited to offices, studios, medical and dental laboratories, and certain other compatible or supporting services including only:
Abstract Company, Advertising Agency, Artist's Studio, Broadcasting or Recording Studio, Computing Service, Copying Service, Data Processing Service, Drafting Service and Engineering Offices, Dental Offices, Clinics and Laboratories, Employment Agency, Financial Institution, other than Pawn, General Business Offices, excluding on premise sale of merchandise, Medical Offices, Clinics and laboratories, Photography Studio, Prescription Pharmacy, provided that no sundry or other merchandise is sold or offered for sale, Studio or School for Teaching Ballet, Dance, Drama, Fine Arts, Music, Language, Business or Modeling, Transportation Ticket Office, Travel Agency, Real Estate or Construction Office.
2. Density - The number of tracts shall be limited to six (6) with one (1) principal structure on each tract. The aggregate floor area of all structures shall not exceed 30% of the site nor shall a structure on a lot have a floor area greater than 30% of such lot.

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3. Prior to January 1, 2002, no building shall be erected, placed or altered on any building plot in this addition until the building plans, specifications and plot plans showing the location of the building shall have been approved in writing by one of the owners of Woodland Office Park, in order to assure that said structure shall conform and harmonize in design and materials with other structures in this addition and to location of the building with respect to topography and finished ground elevation.
4. No building shall be erected on any tract nearer to the front line (than as shown on the plat) side street line interior lot lines or rear lot line than the minimum building set back as set forth in the current zoning regulations for the Bartlesville Metropolitan Area Planning Commission of the City of Bartlesville and adopted by the Board of City Commissioners of the City of Bartlesville.
5. No building shall be erected on any tract below the elevation of 670 feet as established by the Corps of Engineers letter dated March 4, 1968.
6. Any tract that abuts more than one street shall be deemed to front on either street abutted, and any building erected upon such a tract in the Office Park shall have a presentable frontage on each abutting street.
7. The undersigned reserve the right to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat as "easement", sewer and other pipe line conduits, poles, wires and any other method of construction or performing and public or quasi-public utility function at any time to the same for the purposes of repair and maintenance.
8. Developers desire that the supply of electricity throughout said Office Park be provided, to the fullest extent deemed practicable, by facilities located underground rather than overhead, and for the purpose of facilitating such installation, Developers agree to include the following provisions in the Deed of Dedication creating said plat and subdivision, to-wit:
 - A. The supplier of electric service, through its proper agents and employees shall at all times have right of access to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.
 - B. The owner of each tract shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities.

The Company will be responsible for ordinary maintenance of underground electric facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
 - C. The foregoing covenants concerning underground electric facilities shall be enforceable by the supplier of electric service, and the owner of each tract agrees to be bound hereby.
9. No noxious or offensive activity shall be carried on upon any tracts, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, and no building shall be erected upon any of the tracts in this subdivision which is designated or utilized to house poultry, cows, horses, rabbits, or other livestock, nor shall any such poultry, cows, horses, pigs, rabbits or other livestock be kept or maintained upon the premises.

10. Signs - Business signs within the development shall be subject to the following restrictions:
- A. Each business or establishment shall be allotted one sign for identification purposes only and shall not exceed eight square feet in area.
 - B. Such signs shall be attached flat against the building wall, shall not extend above the lower edge of the roofing, and shall not be animated, flashing, or have other indirect illumination.
 - C. Window signs shall be prohibited.

In addition to the business signs permitted above, one freestanding sign identifying the office complex and its occupants shall be permitted. Such sign shall not exceed 32 square feet in area or 15 feet in height. Illumination, if any, shall be by indirect light.

11. These covenants are to run with the land, and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the then owners of the tracts has been recorded, agreeing to a change in said covenants in whole or in part.

Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. City of Bartlesville shall have right of enforcement of restrictive paragraph 1 & 10 concerning business signs.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

FILED
 JUL 9 4 37 PM '82
 STATE OF OKLAHOMA
 WASHINGTON CO. CLERK
 BY [Signature] DEPUTY

WOODLAND OFFICE PARK, OWNERS

[Signature]
 Gerald L. Coast

[Signature]
 Melvin H. Hoppock

[Signature]
 O. H. Woods, Jr.

[Signature]
 Duane Mueller

[Signature]
 Don D. Mueller

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STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

On this 28th day of June, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared Gerald L. Coast, Melvin H. Hoppock, O. H. Woods, Jr., Duane Mueller, and Don D. Mueller, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as one of the Owners and all of the Owners of said Woodland Office Park and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of said Woodland Office Park for the uses and purposes therein set forth.

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

(SEAL)

My commission expires:

February 9, 1984

Maaron Hill
Notary Public

BY-LAWS OF WOODLAND OFFICE PARK

ARTICLE I

IDENTIFICATION

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

Tracts C and D, Woodland Office Park, Bartlesville Washington County, Oklahoma, more particularly described on Exhibit "A" attached hereto;

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

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

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

ARTICLE II

DEFINITIONS

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

ARTICLE III

FORM OF ADMINISTRATION OF PROPERTY

(1) The administration and management of all of the property above described and submitted to the provisions of the Act by the Declaration shall be by the Association of Unit Owners acting by and through the Board of Administrators. All of the unit owners constitute the Association of Unit Owners herein referred to as "Association" which is and shall be synonymous with the term "Council of Unit Owners" as defined in Section 503(m) of the Act and as used in the Act.

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

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ARTICLE IV

BOARD OF ADMINISTRATORS

(1) Number, tenure and qualifications. The management and control of the affairs of the Association and the management and control of the property shall be governed by and be in charge of a ~~Board of Administrators composed of three~~ (3) individual unit owners or their respective designees. Immediately upon delivery of deed conveying a unit ownership estate a new owner of said transferred unit ownership estate shall become one of the four members of the Board of Administrators and succeed to the position on said Board held by his grantor or his grantor's designee. Each Administrator after all three units have been transferred by Declarant, must be a unit owner or designee thereof. No Administrator shall receive compensation for serving as such and the terms of an Administrator shall be continuous with his ownership estate.

unit owner GRB & P

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

(a) To administer and enforce the covenants, conditions, restrictions, uses, limitations obligations and all other provisions set forth in the Declaration and in these By-Laws.

(b) To establish, make and enforce compliance with such reasonable rules and regulations as may be necessary for the operation, use and occupancy of the property with the right to amend such rules and regulations from time to time. A copy of all rules and regulations shall be delivered or mailed to each unit owner promptly upon the adoption thereof.

(c) To maintain, operate and keep in good state of repair all of the common elements.

(d) To establish, determine, levy and collect assessments for common expenses as such common expenses are defined in the Act, the Declaration and these By-Laws; to levy and collect special assessments whenever in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. The Board, by unanimous vote thereof, may adjust, decrease or increase the amount of periodic assessments for common expenses. All assessments for common expenses shall be in itemized statement form and shall set forth the detail of the various expenses for which the assessments are being made. The assessments shall be estimated by the Board in the manner hereinafter set forth.

(e) To file statements of lien for unpaid common expenses, to foreclose the same and in general, to collect delinquent assessments for unpaid common expenses by suit or otherwise, as provided in the Act and in these By-Laws; to enjoin or seek damages from a unit owner for violation of any restrictive covenants contained in the Declaration, these By-Laws or the rules and regulations in any manner authorized by law; to institute suits at law or in equity for and on behalf of the unit owners or for one or more unit owners in the protection of a common right; to protect and defend all of the property submitted to the provisions of the Act by the Declaration from loss and damage by any means including the institution of suits at law or in equity.

(f) To enter into contracts within the scope of the powers and duties of the Administrators as set forth in these By-Laws or as expressed or implied in the Act, or as may be contained in the Declaration.

of GRB & R each individual unit owner

* (g) To employ such personnel as in the sole discretion of the Board of Administrators is necessary for the maintenance, upkeep, surveillance and protection of the buildings and the common elements and services; to establish the salary or rate of pay for all such employees and to discharge or suspend any such employee for any cause which in the sole judgment of the Board of Administrators justified such action.

of GRB & R

* (h) To establish a bank account or bank accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Administrators or which may be authorized by the Declaration.

of GRB

NO (i) To keep and maintain full and accurate books of accounts and records reflecting all receipts, expenses and disbursements and to permit examination thereof at any reasonable time by any unit owner and to cause a complete certified audit of the books and accounts of the Board by a competent certified public accountant at least once each year which audit shall be a common expense.

(j) To purchase unit ownership estates at foreclosure or other judicial sales in the name of the Board of Administrators or its designee, corporate or otherwise, on behalf of all unit owners.

unit owners shall of GRB & R

(k) ~~To~~ lease or purchase any equipment or personal property necessary for the operation of the common elements ~~in the opinion of such Board.~~

Each Unit owner should of GRB & R

(l) ~~To~~ make repairs, additions and improvements to or alterations of the property and repairs to and restoration of the property in accordance with the other provisions of these By-Laws after damage or destruction by fire or other casualty, or as the result of eminent domain proceedings.

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

ARTICLE V

OFFICERS

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

The officers of the Association shall be elected annually by the Board of Administrators at its first annual meeting and annually thereafter at each ensuing meeting which shall be held _____ 1997 and each succeeding Dec.

of GRB & R

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

of GRB

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

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Jerry

GRB ER

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

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

ARTICLE VI

MEETINGS

The Board of Administrators shall have its first annual meeting Dec, 1997, and annually thereafter on the same date. Special meetings may be called by any unit owner at any time by giving written notice to the other unit owners and members of the Board of Administrators at least 24 hours before the date and hour when said special meeting is to be held.

ARTICLE VII

CARE, MAINTENANCE, REPAIR AND SURVEILLANCE

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

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

* NO GRB ER Individual unit owners
(2) Insurance. Board of Administrators shall obtain and maintain to the extent available insurance on the common elements and all other personal property as may be held and administered by the Board for the benefit of the unit owners.

4 NO GRB ER
(3) The Board shall send a statement of assessment monthly to the unit owners along with itemized statement of expenses and the unit owners shall pay his aliquot share thereof within ten (10) days after receipt of said statement.

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ARTICLE VIII

AMENDMENTS TO BY-LAWS

Two-thirds (2/3) percent of the unit owners of Woodland Office Park computed on the basis set forth in Section 503(n) of the Act, may at any time modify or amend these By-Laws at any annual or special meeting of the unit owners duly called for such purpose as in these By-Laws provided.

IN WITNESS WHEREOF the undersigned have executed this instrument the 15th day of ~~July~~, 1997.

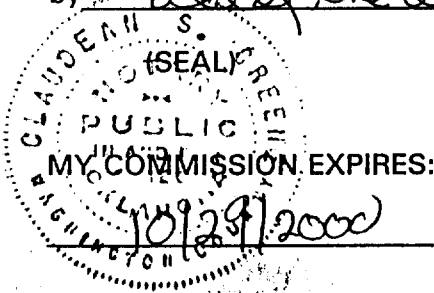
Dec
Esther M Reid
Reed Butler
[Signature]

President
Vice-President
Secretary-treasurer

STATE OF OKLAHOMA)
)SS:
WASHINGTON COUNTY)

The foregoing instrument was acknowledged before me this 15th day of ~~July~~ December, 1997,
by all of the above Esther Reid, J. Reed Butler.

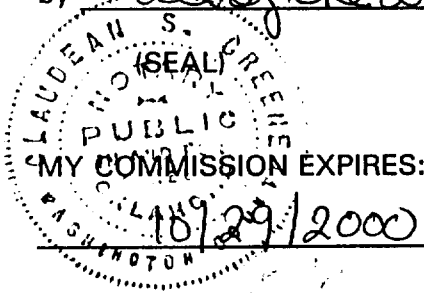
Claudean J. Greene
NOTARY PUBLIC



STATE OF OKLAHOMA)
)SS:
WASHINGTON COUNTY)

The foregoing instrument was acknowledged before me this 15th day of ~~July~~ December, 1997,
by all of the above Jerry B. Carter

Claudean J. Greene
NOTARY PUBLIC



DOC NUMBER 97010222
BOOK 908
PAGES 2312 - 2316
TIME 2:22:43
FEE 16.00
12/16/1997
Betty Sise
Washington County Clerk
RECORDED AND FILED



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DECLARATION OF UNIT OWNERSHIP ESTATE FOR WOODLAND OFFICE PARK

WHEREAS, J. Reed Butler, (Owner of Units 1 and 2);
Jerry B. Croger, (Owner of Unit 3);
and Elizabeth M. Bus, (Owner of Unit 4);
hereinafter referred to as "DECLARANTS, are the owners of the following described
real property, together with improvements thereon and appurtenances thereunto
belonging situated in Bartlesville, Washington County, Oklahoma, to wit:

Units 1-4, in Tracts C and D, Woodland Office Park, more particularly
described on Exhibit "A" attached hereto.

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

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

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

ARTICLE I

SUBMISSION OF PROPERTY TO UNIT OWNERSHIP ESTATE ACT

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

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

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

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

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ARTICLE II

DESCRIPTION OF BUILDING AND UNITS

(1) Plot Plan: A Plot Plan of the above described real property showing the building, the units therein, and other improvements thereon, is attached hereto and marked "Exhibit B" and made a part hereof. Units 1 and 2 are included herein as one unit ownership estate for Owner 1, Unit 3 is one unit ownership estate for Owner 2, and Unit 4 is one unit ownership estate for Owner 3.

ARTICLE III

LIMITED COMMON ELEMENTS

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

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

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

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

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

ARTICLE IV

GENERAL COMMON ELEMENTS

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

Units 1 and 2	<u>42.755</u>	%
Unit 3	<u>22.883</u>	%
Unit 4	<u>34.362</u>	%

ARTICLE V

CREATION OF UNIT OWNERSHIP ESTATE

The real property, business building hereinbefore described, and all other improvements and structures on said Tracts C and D, Woodland Office Park, Bartlesville, Washington County, Oklahoma, and all easements, rights and appurtenances belonging thereto, are hereby divided into three fee simple estates

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consisting of three separately designated units, together with an undivided percentage interest as hereinbefore set forth, in all common elements. Each unit is identified in Article II hereby and in Exhibit "A" by unit number designation and more specifically by number, dimension, area, and location of the building in each particular unit and its location therein is situated.

ARTICLE VI

AUTHORIZED PERSON TO RECEIVE SERVICE OF PROCESS

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

ARTICLE VII

AMENDMENT TO DECLARATION

Except as otherwise specifically herein provided, this Declaration shall not be amended, modified or changed in whole or in part unless the unit owners representing an aggregate ownership interest in the common elements of 50 % or more and ~~A~~ all holders of recorded mortgages covering any unit ownership estate herein, unanimously consent and agree in writing to such amendment, modification or change; PROVIDED HOWEVER, that the percentage of undivided interest of each unit owner in the common elements as expressed in this Declaration shall have a permanent character and shall not be altered without the written consent of the unit owners and all holders of any recorded mortgages covering any or all unit ownership estates.

ARTICLE VIII

USE AND APPURTENANT INTEREST IN COMMON ELEMENTS UNSEVERABLE

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

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

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

IX

COMPLIANCE WITH DECLARATION, BY-LAWS AND RULES AND REGULATIONS

All present and future owners, tenants and occupants of unit ownership estates covered hereby shall be subject to and shall comply with the provisions of this Declaration, the By-Laws, and the Rules and Regulations as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any unit ownership estate shall constitute an irrevocable agreement that the provisions of this Declaration, the By-Laws and the

Rules and Regulations as they may be amended from time to time are accepted and ratified by such owner, tenant or occupant and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit ownership estate as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

IN WITNESS WHEREOF, the Declarants have caused this Declaration to be executed this 15th day of ~~July~~, 1997.

Dec

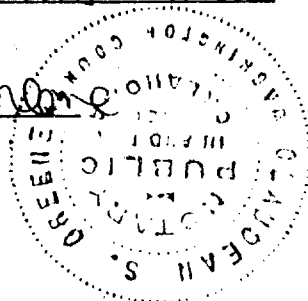
Esther m. Bee
J Reed Butler
JBC

STATE OF OKLAHOMA)
)SS:
WASHINGTON COUNTY)

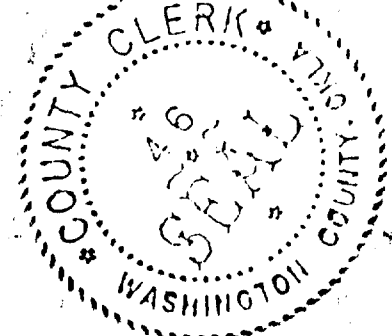
The foregoing instrument was acknowledged before me this 15th day of December, 1997 by Esther Reid, J.Reed Butler, Jerry B. Carter

CLAUDE H. S.
(SEAL)
PUBLIC
MY COMMISSION EXPIRES:
10/29/2000

Claude H. S.
NOTARY PUBLIC



DOC NUMBER 97010223
BOOK 908
PAGES 2317 - 2320
TIME 2:22:43
FEE 14.00
12/16/1997
Betty Sise
Washington County Clerk
RECORDED AND FILED



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