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# DECLARATION OF UNIT OWNERSHIP ESTATES FOR

# WILLOWHILL CONDOMINIUMS

THE STATE OF OKLAHOMA )
) KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WASHINGTON )

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WHEREAS, TAYLOR HOMES GROUP, LLC, having its principal offices located at 3650 Camelot Drive, Bartlesville, Oklahoma, 74006, (the "Declarant"), is the owner of certain real property situated in the County of Washington, State of Oklahoma (the "Real Property"), to-wit:

> Lots 2, 3, 4 and 5 of the Re-plat of part of Lot 2, Willowhill Section 1 Addition to Bartlesville, Washington County, Oklahoma.

WHEREAS, Declarant desires to create and establish Unit Ownership Estates under the Unit Ownership Estate Act of the State of Oklahoma, Oklahoma Statutes Annotated, Title 60, Chapter 11, Sections 501 through 530, inclusive, (the "Act"), the provisions of which, together with the By-Laws of WILLOWHILL HOME OWNERS ASSOCIATION, INC., shall govern the Unit Owners and Declarant; and

WHEREAS, there has heretofore been constructed on the Real Property fourteen (14) separate multifamily buildings and other improvements, which in the aggregate consist of twenty-eight (28) separately designated Condominium Units which will be known as WILLOWHILL UNIT OWNERSHIP ESTATES; and

WHEREAS, Declarant does hereby establish a plan, (hereinafter the "Project"), for the individual ownership in fee simple of Unit Ownership Estates consisting of the area of space contained in each of the twenty-eight (28) Units in the fourteen (14) multifamily buildings and the co-ownership by the individual and separate Unit Owners thereof, as tenants-in-common, of all of the remaining property, which includes both Limited Common Elements and General Common Elements, as hereinafter defined, and which are hereinafter collectively referred to as the "Common Elements" or "Common Areas".

Provided as a courtesy by Southern Abstract Company

NOW THEREFORE, Declarant does hereby submit the Real Property, and all improvements constructed thereon, to the provisions of the Act, and does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the land and shall be a burden upon and a benefit to Declarant, its successors and assigns and to any person acquiring or owning any interest in the Real Property and the improvements thereon, their grantees, successors, heirs, executors, administrators, personal representatives, devisees and assigns.

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## ARTICLE I
## DEFINITIONS AND TERMS

1.1 DEFINITIONS OF TERMS: As used in this Declaration and pursuant to the Act, the following terms shall have the following meanings unless the context shall otherwise expressly provide:

a. "Association" means WILLOWHILL HOME OWNERS ASSOCIATION, INC., an Oklahoma non-profit corporation, the By-Laws of which shall govern the administration of the Project and the membership of which shall be composed of all the Owners (the "Members"), of the Units according to such By-Laws. The "Association" shall be deemed synonymous with the term "Council of Unit Owners" as defined in Section 503(m) of the Act.

b. "Board of Directors" or "Board" means the Board of Directors of the Association.

c. "Building" shall mean one of the fourteen (14) multi-family dwelling structures presently situated on the Real Property.

d. "Common Assessment" means the charge against each Unit Owner and his Unit, representing a portion of the total costs to the Association for maintaining, improving, repairing, replacing, managing and operating the Project, which are to be paid by each Unit Owner to the Association, as provided herein.

e. "Common Elements" or "Common Area" means and includes all of the Real Property, and all of the improvements thereon located, excepting the Units. Common Elements shall consist of the General Common Elements and the Limited Common Elements.

f. "Common Expenses" mean and include:

(1) All sums lawfully assessed against the Common Elements by the Board;

(2) All expenses of administration and management, maintenance, operation, water service, repair or replacement of and addition to the Common Elements (including Special Assessments);

(3) Expenses agreed upon as Common Expenses by the Unit Owners; and

(4) Expenses declared to be Common Expenses by this Declaration or by the By-Laws.

g. "Common Profits" means the balance of all income, profits and revenues from the Common Elements remaining after the deduction of the Common Expenses.

h. "Condominium Unit" shall mean an estate in real property together with the interest in the Common Elements (General and Limited) appurtenant to such Unit. Condominium Unit shall be deemed synonymous with the term "Unit Ownership Estate" as defined in Section 503(g) of the Act.

i. "Declaration" shall mean this Declaration as recorded, and as may be hereafter amended from time to time.

j. "Lienholder" and "First Mortgagee" shall mean the holder of a first mortgage lien on any Condominium Unit.

k. "Majority of Unit Owners" means those Owners of more than fifty percent (50%) of the aggregate interest in the Common Elements as defined in Section 503(n) of the Act.

l. "Occupant" means a person or persons in possession of a Unit, regardless of whether said person is a Unit Owner.



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m. "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, who or which owns of record title to one (1) or more Condominium Units.

n. "Plans" mean and include the drawing depicting a part of or all of the improvements, situated on the appurtenant on the Real Property, same being herewith filed consisting of four sheets, labeled Exhibit "A" and incorporated herein.

o. "Premises", "Project" or "Property" mean and include the land, the buildings and all improvements and structures thereon and all rights, easements and appurtenances belonging thereto.

p. "Special Assessments" mean in addition to the Common Assessments defined above, a special assessment levied by the Association in any assessment year applicable to that year only for the purpose of deferring, in whole or in part:

(1) The cost of any construction, reconstruction, repair or replacement of a capital improvements upon the Common Area, including fixtures and personal property, if any, related thereto; or

(2) The expense of any other contingencies of unbudgeted costs; PROVIDED HOWEVER, that any such Special Assessment shall have the assent of Owners representing an aggregate ownership interest of sixty-six and two-thirds percent (66 2/3%) of the Common Elements and any amounts assessed pursuant hereto shall be assessed to the Unit Owners in proportion to the interest in the Common Elements owned by each. The Association, after due notice and meeting, shall also have the authority to establish and fix pursuant to the provisions of this Declaration a special assessment upon any Unit to secure the liability of the Owner of such Unit to the Association for any breach by such Owner of any of the provisions of this Declaration or of the By-Laws, which breach shall require an expenditure by the Association for repair or remedy. Special Assessments may be billed or collected on a monthly basis.

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q. "Unit" shall mean the elements of an individual Condominium Unit which are not owned in common with the Owners of the other Condominium Units in the Project as shown on Exhibit "A" attached hereto, and each Unit shall include the air space assigned thereto. The boundaries of each Unit space shall be and are the interior surfaces of the perimeter walls, floors, ceilings, window frames, doors and door frames and trim, and also includes both the portions of the Building so described and the air space so encompassed, excepting the Common Elements. In interpreting deeds, mortgages, deeds of trust and other instruments, the physical boundaries of a Unit as presently existing or as reconstructed in substantial accordance with the original location thereof, shall be conclusively presumed to be Unit boundaries regardless of settling, rising or lateral movement of the Building and regardless of variances between boundaries shown on the Plat and those of the Building. The individual ownership of each Unit space shall further include the interior construction, partitions, appliances, fixtures and improvemen6ts which are intended to exclusively serve such Unit, such as interior room walls, floor coverings or finish, closets, cabinets, shelving, bathroom and kitchen fixtures, plumbing and appliances, including hot water heaters, individual lighting and electrical fixtures and other separate items or chattels belonging exclusively to such Unit, any of which may be removed, replaced, disposed of or otherwise treated without affecting any other Unit space or ownership or the use of enjoyment thereof. None of the Real Property on which any Unit space is located shall be separately owned, as the Real Property shall constitute a part of the Common Elements and shall be owned in common by the Owners of the Units.

r. "Unit Ownership Estate" means the ownership of a single Unit together with an undivided interest in the Common Elements.

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## ARTICLE II

## BUILDING, CONDOMINIUM UNITS AND COMMON ELEMENTS DESIGNATION AND DESCRIPTIONS

2.1 RECORDATION OF CONDOMINIUM PLAN: Attached hereto collectively marked Exhibit "A", are the Plans of the Condominium in accordance with Title 60 §516 of the Oklahoma Statute such plans consist of and set forth:

a. The legal description of the surface of the Real Property.

b. The linear measurements and location with reference to the exterior boundaries of the Real Property of the Buildings and all other significant improvements situated on the Real Property.

c. A copy of the plans of each Building which shows the general dimensions, area and location of each Unit and the dimensions, area and location of the Common Elements (General and Limited) adjacent to, affording access to and associated with each Unit.

d. The location of easements reserved for utilities serving the Real Property and the Units.

2.2 CREATION AND DESIGNATION OF CONDOMINIUM UNITS: There are hereby created twenty-eight (28) Unit Ownership Estates consisting of twenty-eight (28) single story, separately designated Units, together with an undivided percentage ownership interest in the Common Elements as set forth on Exhibit "B". Each Unit is designated below by a number, address, approximate dimensions and area.

The Unit designations and descriptions are as follows:

| UNIT DESIGNATION | APPROXIMATE SQ. FT. |
|---|---|
| 1004-1 | 1620 |
| 1004-2 | 1620 |
| 1004-3 | 1620 |
| 1004-4 | 1620 |
| 1008-1 | 1615 |
| 1008-2 | 1615 |
| 1008-3 | 1645 |
| 1008-4 | 1645 |
| 1012-1 | 1615 |
| 1012-2 | 1615 |
| 1012-3 | 1645 |
| 1012-4 | 1645 |
| 1016-1 | 1615 |
| 1016-2 | 1615 |
| 1016-3 | 1645 |
| 1016-4 | 1645 |
| 1020-1 | 1620 |

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| UNIT DESIGNATION | APPROXIMATE SQ. FT. |
|---|---|
| 1020-2 | 1620 |
| 1020-3 | 1620 |
| 1020-4 | 1620 |
| 1024-1 | 1620 |
| 1024-2 | 1620 |
| 1024-3 | 1620 |
| 1024-4 | 1620 |
| 1028-1 | 1620 |
| 1028-2 | 1562 |
| 1028-3 | 1620 |
| 1028-4 | 1562 |

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2.3 DESCRIPTION OF COMMON ELEMENTS AND PROPORTIONATE INTEREST THEREIN: The term "General Common Elements" as used in this Declaration shall mean and include the following:

a. That portion of the Real Property not defined herein or identified on Exhibit "A" as being Limited Common Elements including streets.

b. The tangible personal property, if any, required for the maintenance and operation of the Project.

c. The road identified as "Access Easement" on Exhibit "A".

d. The easements for access, maintenance, repair, reconstruction or replacement of the foregoing and of all other facilities necessary or convenient to the existence, maintenance, safety and use of the Project.

e. All future additions to or improvements on the Real Property declared and determined by the Association to be General Common Elements.

The Common Elements, both General and Limited as described herein, shall be held and owned as tenants-in-common by the Unit Owners in the proportions set forth opposite the respective Unit number on Exhibit "C" attached hereto. No Unit Owner shall have any interest in any of the Common Elements, including the Real Property, except as specifically provided herein or which is subsequently submitted to this Declaration in the amount set forth herein.

2.4 DESCRIPTION OF LIMITED COMMON ELEMENTS: A portion of the Common Elements is hereby set aside and reserved for the exclusive use of the individual Unit Owners, the same being designated and known as "Limited Common Elements" on Exhibit "A". The Limited Common Elements shall include the following:

a. Patios appurtenant and immediately adjacent to a Unit as to which each Unit Owner shall be responsible for the full cost of maintenance thereof.

b. Air-conditioning condensing unit and lines servicing the fan/heat unit within each Unit. Each Unit Owner shall bear full responsibility for the cost of maintaining his fan/heat unit, the lines and the compressor associated therewith, provided however, that no Unit Owner shall install a fan/heat unit or compressor or replace the existing unit which is different from the existing unit without the prior written consent of the Association, which shall have the right to reasonably approve or disapprove the size, shape, noise level and proposed location of such unit or compressor.

c. Pipes, ducts, electrical wiring and conduits located entirely within a Unit or adjoining Units and serving only such Unit or Units, for which such equipment the Unit Owner shall bear the full cost of repair and replacement.

d. The driveway serving and leading directly to the garage of each Unit (or one-half of such driveway if same serves more than one Unit) and any sidewalks from or leading to the driveway for which each Unit Owner shall bear the full cost of repair and replacement.

e. The front, side and back yard areas of each Unit enclosed within the designated boundary lines of each Unit as set forth on Exhibit "A" provided that the cost of mowing and maintenance of all of such front, side and back yard areas shall be a Common Expense.

The Limited Common Elements shall be owned in the same manner and in the same proportion as set forth herein for ownership of the General Common Elements, subject to the provisions for Unit Owner repair and replacement responsibility. The right of exclusive use of the Limited Common Elements shall be subject to such restrictions or regulations as may be provided by the Declaration, the By-Laws or by the Association.

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2.5 INSEPARABLE UNITS: Each Unit and its corresponding undivided interest in the Common Elements shall be inseparable and may not be conveyed, leased or encumbered separately, and shall at all times remain indivisible.

2.6 DESCRIPTIONS: Every deed, lease, mortgage, trust deed or other instrument relating to a Unit may legally describe the Unit by its identifying Unit number as shown on the Plat, followed by the words WILLOWHILL UNIT OWNERSHIP ESTATES and by reference to this Declaration. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber or otherwise affect the Condominium Units.

2.7 ENCROACHMENTS: If any portion of the Common Elements as reflected on Exhibit "A" encroaches upon a Unit, a valid easement for the encroachment and for the maintenance of same so long as it stands shall and does exist. If any portion of a Unit encroaches upon the Common Elements, a valid easement for the encroachment and for the maintenance of same, as long as it stands, shall and does exist. A valid easement also exists to that portion of the Common Elements occupied by any part of an Owner's Unit not contained within the physical boundaries of such Unit, including but not limited to, space occupied by heating and air conditioning equipment, utility lines and similar equipment which serves only one (1) Unit. For title or other purposes, such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or the individual Units.

2.8 EASEMENT TO SUPPLIER OF ELECTRIC SERVICE: The supplier of electric serve (the "Supplier") to the Project has and is hereby granted the following rights:

a. The Supplier shall be deemed to have a definitive, permanent, effective and exclusive easement on the Real Property necessary for the purpose of extending service to each unit.

b. The Supplier's agents and employees shall at all times have the right of access to all such easements for the purpose of installing, maintaining, removing or replacing any portion of the underground electric facilities so installed.

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c. Each Unit Owner shall be responsible for the protection of the underground electric facilities serving his Unit and located within the Limited Common Elements associated with such Unit and neither the Association nor any Unit Owner shall alter the ground grade or permit any construction activity which may interfere with underground electric facilities located within any Common Elements. The Supplier will be responsible for ordinary maintenance of underground electric facilities, but a Unit Owner shall be responsible for payment of all costs and expenses incurred by the Supplier resulting from damage to or the relocation of such facilities caused or necessitated by acts of the Unit Owner or his agents or contractors.

d. The foregoing covenants concerning underground electric facilities shall be enforceable by the Supplier and each Unit Owner and the Association are bound hereby.

2.9 GOVERNMENTAL ASSESSMENT: Declarant shall give written notice to the Assessor's Office of the creation of Condominium Ownership of the Real Property so that each Unit and its percentage undivided interest in the Common Elements shall be deemed a separate parcel subject to separate assessment and taxation.

2.10 USE AND OCCUPANCY RESTRICTIONS: Without limiting or impairing in any manner any restrictions or covenants contained elsewhere in this Declaration, in the By-Laws or in the act itself, the use of the Real Property shall be restricted as follows:

a. Subject to the provisions of this Declaration and the By-Laws, no part of the Real Property may be used for any purpose other than residential housing, the related common purposes for which the Project was designed and such other uses as are permitted by this Declaration. The foregoing restrictions as to residential use shall not however be construed in such a manner as to prohibit a Unit Owner from:

(1) Maintaining his personal professional library;

(2) Handling his personal business or professional telephone calls or correspondence, which uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions.

b. The Common Elements shall be used only by the Unit Owners and their agents, tenants, family members, customers, invitees and licensees for access, ingress

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to and egress from the respective Units and for other purposes incidental to use of the Units, provided that, use of the Limited Common Elements associated with each Unit shall be restricted to the Owner of such Unit, their agents, tenants, family members, customers, invitees and licensees, except as maybe specifically expanded by the other provisions hereof.

c. The use, maintenance and operations of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner and shall be subject to easements presently in existence or subsequently granted by the Association.

d. Without limiting the generality of the foregoing, use of the Real Property shall be subject to the following restrictions:

(1) Nothing shall be stored in the Common Elements without prior consent of the Board;

(2) Nothing shall be done or kept in any Unit or in the Common Elements which would increase the rate of insurance for the Project or the Condominium Units without the prior consent of the Board and no Unit Owner shall permit anything to be done or kept in his Unit or on the Common Elements which would result in either the cancellation of insurance on any Unit or on any part of the Common Elements, or the violation of any law;

(3) No waste shall be committed in or on the Common Elements;

(4) No sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements without the consent of the Board, specifically excepting "For Rent" or "For Sale" signs which do not exceed 24" x 36" in size.

(5) No noxious or offensive activity shall be carried on , in or upon the Common Elements, nor shall anything be done thereon which may be or become an unreasonable annoyance or a nuisance to any other Unit Owner. No loud noises or noxious odors shall be permitted and the Board shall have the right to determine in accordance with the By-Laws if any such noise, odor or activity constitutes a nuisance . Without limiting the generality of any of the

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foregoing, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or other items shall be located, used or placed on any portion of the Real Property or exposed to the view of other Unit Owners without the prior approval of the Board;

(6) Except as expressly provided herein, nothing shall be constructed in or removed from the Common Elements nor shall same be altered in any way, except with the consent of the Board, specifically including partition fences, but specifically excluding gardens and flower beds located within fourteen (14) feet from the exterior walls of each Unit provided that, however, gardens and other types of planting areas in existence at the time of recording of this Declaration shall not constitute a violation of this provision and such existing gardens and planting areas may hereafter be maintained in their present location and area;

(7) No trailer, tent, shack, garage, barn, outbuildings or other structure of a temporary character shall be permitted on the Real Property at any time except with the prior consent of the Board, provided that, however, temporary structures may be erected or placed on the Real Property for use in connection with the repair or rebuilding of Units or any portions thereof;

(8) No rubbish, trash, garbage or other waste material shall be kept or permitted upon any Unit or the Common Elements, except in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the Real Property or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles designed in such a manner that no fire hazard is created. No clothing or household fabrics shall be hung, dried or aired in such a way as to be visible

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to other parts of the Real Property and no lumber, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Real Property except within an enclosed structure or if appropriately screened from view;

(9) No Unit Owner shall park, store or keep any vehicle, except wholly on the driveway of his unit (or on that portion of the driveway serving two (2) Units which is associated with each Unit ) or in the Access Easement immediately in front of each Unit and no inoperable vehicles shall be stored except within the garage of a Unit. No Unit Owner shall park, store or keep within or adjoining the Real Property any large commercial-type vehicle (dump truck, cement-mixer truck, oil or gas truck, delivery truck and any other vehicle equipment, mobile or otherwise, deemed to be a nuisance by the Board), or any recreational vehicle (camper unit, motor home, trailer, boat, mobile home or other similar vehicle deemed to be a nuisance by the Board). No Unit Owner shall conduct repairs or restorations of any motor vehicle, boat, trailer or other vehicle upon any portion of the Common Elements.

(10) Except within the areas described in subparagraph (6) above, no planting, transplanting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Real Property except as presently exist or which are approved by the Board;

(11) Motorcycles, motorbikes, motor scooters or other similar vehicles shall not be operated on the Real Property except for the purpose of transportation directly from a Unit to a point outside the Real Property, or from a point outside the Real Property directly to a Unit;

(12) No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept in any Unit or the Common Elements. Dogs, cats, fish, birds and other household pets may be kept in Units, subject to rules and regulations which may be adopted by the Association, provided they are not kept, bred or maintained for commercial purposes or in unreasonable quantities which

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shall ordinarily mean more than two (2) pets per Unit. The Board shall have the right to prohibit maintenance of any animal which constitutes in the opinion of the Board a nuisance to any other Unit Owner. Animals belonging to Unit Owners, occupants or their licenses, tenants or invitees must be kept either within an enclosure, enclosed patio or on a leash held by a person capable of controlling the animal or restrained by a rope or leash affixed to a firmly installed anchor. It shall be the absolute duty and responsibility of each Unit Owner to clean up after such animals which have used any portion of the Common Elements;

(13) No Unit Owner shall be permitted to lease his unit for hotel or transient purposes or to lease less than the entire Unit. Every such lease shall provide that the lessee shall be bound by and subject to all of the obligations of a Unit Owner under this Declaration and the By-Laws and that failure to do so shall be a default thereunder. The Unit Owner making such lease shall not be relieved thereby from any of said obligations and shall upon request of the Board furnish to the Board a written acknowledgment executed by a Unit Lessee of the Lessee's recognition of the obligations imposed upon such Lessee as set forth herein.

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## ARTICLE III
## RIGHTS AND OBLIGATIONS OF OWNERSHIP

3.1 OWNERSHIP: A Unit will be a fee simple estate and may be held and owned by any person, firm, corporation, or other entity singularly, as joint tenants, as tenants-in-common, or in any real property tenancy relationship recognized under the laws of the State of Oklahoma.

3.2 PARTITION: The Common Elements (both General and Limited) shall be owned in common by all of the Unit Owners and shall remain undivided, and no Owner shall bring any action for partition or division of the Common Elements other than as

specifically provided for herein. Except as provided herein, this Section shall not be construed as a limitation of the right of partition of a Unit between the Co-Owners thereof, but such partition shall not affect any other Unit.

3.3 EXCLUSIVENESS OF OWNERSHIP: Each Owner shall be entitled to exclusive ownership and possession of his Unit. Each Owner may use the Common Elements in accordance with the purposes for which they are intended and without hindering or encroaching upon the lawful rights of the other Unit Owners, subject however, to the use restrictions placed upon the Limited Common Elements benefitting the Unit to which such Limited Common Elements are associated.

3.4 MECHANIC'S AND MATERIAL MAN'S LIENS: No labor performed or materials furnished and incorporated in a Unit, notwithstanding the consent or request of the Owner, his agent, contractor or subcontractor, shall be the basis for filing of a lien against the Common Elements owned by other Unit Owners. Each Unit Owner shall indemnify and hold harmless each of the other Unit Owners from and against all liability arising from the claims of any lien against the Condominium Unit of any other Owner or against the Common Elements for construction performed on or for labor, materials, services or other products incorporated in the Owner's Unit at such Owner's request.

3.5 RIGHT OF ENTRY: The Association shall have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair and replacement of any of the Common Elements therein or accessible therefrom, or at any time for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit.

3.6 OWNER MAINTENANCE: Each Unit Owner shall maintain and keep in repair the interior of his Unit, including the fixtures thereof. Except as provided for herein, all fixtures and equipment installed within a Unit, commencing at a point where the utility lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") enter the Unit, shall be maintained and kept in repair by the Owner thereof, and an Owner shall be obligated to promptly repair and replace any broken or cracked glass in windows and doors.

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3.7 ALTERATION: An Owner shall do no act nor perform any work that will impair the structural soundless and integrity of the Building in which the Unit is located or which would impair any easement or hereditament. No Owner shall in any way alter, modify, add to or otherwise perform any work whatsoever upon any of the Common Elements, Limited or General, without the prior consent of the Board. Any such alteration or modification shall be in harmony with the external design and location of the surrounding structures and topography, and shall not be considered until submission to the Board of complete plans and specifications showing the nature, kind, shape, size, materials, color and location for all proposed work.

3.8 RESTRICTION OF OWNERSHIP: As a restriction on the ownership provisions set forth in Paragraph 1.1 q. ("Unit"), an Owner shall not be deemed to own the utilities running through his Unit which are utilized for, or serve, more than one (1) Unit, except as tenant-in-common with the other Owners.

3.9 LIABILITY FOR NEGLIGENT ACTS: In the event the need for maintenance or repair to the Common Elements (General and Limited) is caused through the willful or negligent acts of an owner, his family, guests or invitees, and is not covered by or paid for by insurance, whether on such Unit or the Common Elements, the cost of such maintenance or repairs shall be added to and become a part of the Assessment to which such Owner's Unit is subject pursuant to the provisions hereof.

3.10 SUBJECT TO DECLARATION AND BY-LAWS: Each Owner shall comply strictly with the provisions of this Declaration, the By-Laws and the decisions, resolutions, rules and regulations of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or for injunctive relief, or both, maintainable by the Association on behalf of the Owners or, in proper case, by an aggrieved Owner.

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## ARTICLE IV

## MANAGEMENT AND ADMINISTRATION

4.1 BY-LAWS: The administration of this Property shall be governed by the By-Laws of WILLOWHILL HOMES OWNERS ASSOCIATION, INC., a true and correct copy of which is attached hereto as Exhibit "D". These By-Laws amend and take the place of previous By-Laws recorded in Book 1067, Page 300 in the Office of the County Clerk. A Unit Owner upon becoming an Owner shall be a Member of the Association and shall remain a Member for the period of his ownership. The Association shall be managed by a Board of Directors, duly appointed or elected, pursuant to the terms and conditions of the By-Laws.

4.2 DECLARANT CONTROL: Paragraph 4.1 notwithstanding, and for the benefit and protection of the Unit Owners and any First Mortgagees of record, for the sole purpose of insuring a complete and timely sellout of the Units, the Declarant shall retain control of and over the Association for a period not to exceed the earlier of: (i) one year from the date of recording of this Declaration; (ii) the sale of fifteen (15) of the Condominium Units; or (iii) when, in the sole opinion of the Declarant, the Project becomes viable, self-supporting and operational (the "Declarant Control Period"). The Declarant shall not use said control for any advantage over the Unit Owners by way of retention of any residual rights or interests in the Association or the Project and at the end of the Declarant Control Period, voting rights shall take effect and the Declarant, through the Board of Directors, shall call the first annual meeting of the Association.

4.3 SPECIFIC POWER TO RESTRICT USE AND ENJOYMENT: Every Owner and the Declarant shall have a beneficial interest in the use and enjoyment of the Common Elements subject to:

a. The right of the Association to adopt and publish rules and regulations governing use of the Common Elements and to establish and enforce penalties for infractions thereof;

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b. The right of the Association, subsequent to the Declarant Control Period, to borrow money and mortgage the General Common Elements for the purpose of improving same, provided that, however, the rights of any such Mortgagee in such property shall be subordinate to the rights of the Owners hereunder, and in no event shall any such Mortgagee have the right to terminate the Unit Ownership Estates established by this Declaration;

c. The right of Declarant during the Declarant Control Period to dedicate or transfer any part of the Common Elements to any public agency, authority or utility for the purpose of accomplishing the ends and purposes of the Project. No such dedication or transfer after the Declarant Control Panel shall be effective unless and until: (i) approved by fifty-one percent (51%) of all First Mortgagees; (ii) approved by the Owners of an aggregate interest of sixty-six and two-thirds percent (66 2/3%) in the Common Elements; and (iii) an instrument signed by the Board reflecting such vote of approval by the Owners and the First Mortgagees is recorded in the Office of the County Clerk of Washington County, Oklahoma;

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d. the right of the Association to adopt, implement and maintain a private security system consistent with applicable law;

e. the right of the Association to regulate noise within the premises, including, without limitation, the right to require mufflers on engines and to prohibit the use of devices producing excessive noise; and

f. the right of the Association to control the visual attractiveness of the Project, including without limitation, the right to require Owners to eliminate objects which are visible from the Common Elements and which detract from the visual attractiveness of the Project.

4.4 MEMBERSHIP: Any person upon becoming a Unit Owner shall automatically become a Member of the Association and such membership shall automatically terminate whenever such ownership ceases. Such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the Project during the period of ownership or impair any rights or remedies which the

Association or the Unit Owners may have against such former Owner arising out of or in any way connected with such ownership.

4.5 INSURANCE:

a. The Association shall obtain and maintain insurance of the type and kind provided hereinafter, including such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to any Condominium Buildings, improvements, fixtures, equipment and other personal property, if any, similar in construction, design and use, issued by responsible insurance companies authorized to do business in the State of Oklahoma. The insurance shall be carried in blanket policy form naming the Association, for the use and benefit of the individual Condominium Unit Owners, and all First Mortgagees as the insured. In addition, each policy or policies shall identify the interest of each Unit Owner and shall provide for a standard, noncontributory mortgage clause in favor of each First Mortgagee. Further, the policy or policies shall insure against loss or damage by fire, vandalism, malicious mischief or such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and the Units, and against such other hazards and for such amounts as the Board may deem advisable. Each Owner irrevocably designates the Association as Attorney-in-Fact to administer and distribute such proceeds as is elsewhere provided in this Declaration. Such insurance policy or policies shall also provide that same cannot be canceled by either the insured or the insurance company until after ten (10) days prior written notice to each First Mortgagee and the Association. The Board shall, upon request of any First Mortgagee, furnish a certified copy of each blanket policy and a separate certificate identifying the interest of the Mortgagor.

b. The Association shall keep a comprehensive policy or policies or public liability insurance covering the Common Elements and such policy or policies shall include a "Severability of Interest Endorsement" or equivalent coverage which will preclude the insurer from denying the claim of a Unit Owner because of negligent acts by the Association, the Board or a Unit Owner. Such policy or policies shall be in amounts of not less than One Hundred Thousand Dollars ($100,000.00) per person. Three Hundred



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Thousand Dollars ($300,000.00) per accident and Fifty Thousand Dollars ($50,000.00) property damage plus an umbrella policy for not less than One Million Dollars ($1,000,000.00) for all claims for personal injury, including death, and/or property damage arising out of a single occurrence. The policy shall include such other coverage as is customarily deemed necessary with respect to projects similar in nature. Such insurance policies shall also provide that it cannot be cancelled by either the insured or the insurance company until after ten (10) days prior written notice to each First Mortgagee and the Association.

c. The Association may but shall not be obligated to keep a policy or policies of: (i) liability insurance insuring the Board, officers and employees of the Association against any claims, losses, liabilities, damages or causes of action arising out of, or in connection with, or resulting from any act done or omission to act by any such person or entity; (ii) worker's compensation insurance (except such insurance shall be maintained if required by law); and (iii) such other insurance as deemed reasonable and necessary to protect the Project, the Condominium Units, the Unit Owners and the Association.

d. The Association shall be responsible for obtaining insurance upon the Units and all fixtures, installations or additions thereto contained within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of such Unit. The Association shall not be responsible for procurement or maintenance of any insurance covering the liability of any Unit Owner not caused by or connected with the Association's operation or maintenance of the Project. Each Unit Owner may obtain additional insurance at his own expense for his own benefit. Insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner and casualty and public liability insurance coverage within each Unit are specifically made the responsibility of each Unit Owner.

e. Any insurance obtained by the Association or a Unit Owner shall contain appropriate provisions whereby the insurer: (i) waives its right of subrogation as to any claims against the Unit Owners, the Association or their respective servants, agents and guests; and (ii) acknowledges that the policy obtained by the Association is primary in the event the Unit Owner has other insurance covering the same loss.

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f. The Association may, but shall not be required to, maintain blanket fidelity bonds for all officers, Directors and employees, if any, of the Association, handling or responsible for the funds of or administered by the Association. The bonds, if acquired, shall name the Association as obligee and shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms of expressions. The premiums on all such bonds shall be a common expense. The bonds shall provide that they may not be canceled by the insured or issuing company without ten (10) days prior written notice to each First Mortgagee and the Association.

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## ARTICLE V
## MAINTENANCE AGREEMENTS

5.1 ASSESSMENTS FOR COMMON EXPENSES: All Owners shall be obligated to pay the estimated assessments imposed by the Association to meet the Common Expenses. Assessments for the estimated Common Expenses shall be due monthly in advance on or before the first (1st) day of each month and failure to pay same by the fifteenth (15th) day of each month shall cause the imposition of a minimum late charge of Five Dollars ($5.00) which such late charge may be increased by the Association to a maximum of ten percent (10%) of the delinquent assessment. Contribution for monthly assessments shall be prorated if the ownership of a Unit commences on a day other than the first (1st) day of a month.

5.2 PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively for the purpose of improving, maintaining and preserving the Real Property, the Project and the Common Elements and for providing the services and the facilities devoted to said purposes that are related to the use and enjoyment of both the Common Elements and the Units situated upon the Real Property. Such uses may include, but are not limited to, the cost to the Association of the following: repair, replacement and maintenance of the Common Elements; fire, extended coverage,

vandalism, malicious mischief and liability insurance for the Units; taxes, legal and accounting fees as may from time to time be authorized by the Board; maintenance of easements upon, constituting a part of, appurtenant to or for the benefit of the Real Property; mowing grass, caring for the grounds and landscaping; caring for the roofs and exterior surfaces of all Buildings; street maintenance; outdoor lighting; security service; water, sewer service and refuse removal furnished to the Units by and through the Association; discharge of any liens on the Common Elements; and other charges required by this Declaration, or that the Association is authorized to incur. In addition, the Association may establish a reserve for repair, maintenance and other charges as specified herein.

5.3 DETERMINATION OF ASSESSMENTS: Notwithstanding Paragraph 5.5 hereof, the assessments shall be determined by the Board based upon the cash requirements necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Elements and accomplishment of the purposes set forth in the immediately preceding paragraph. This determination may include, among other items, all expenses and liabilities incurred by the Association under or by reason of this Declaration, payment of any deficit remaining from a previous period and the creation of a reserve contingency fund. The omission or failure of the Board to fix the assessment for any month shall not be deemed a waiver, modification or a release of the Owners from the obligation to pay same. The Declarant has made a good faith attempt to estimate the costs of maintaining and operating the Project. In no event shall the Declarant be liable to any Unit Owner or Mortgagee because the actual costs exceed or differ from the estimated costs.

5.4 INITIAL ASSESSMENT AND MAXIMUM MONTHLY ASSESSMENT:

a. Monthly Assessments shall be made in equal amounts to each Unit's Owner.

b. From and after March 1, 2009, the Association shall set the monthly assessment for the next succeeding twelve (12) months. The monthly assessment shall continue to be made in equal amounts to each Owner of a Unit. If the Board determines that a change in the monthly assessment amount is warranted, then the Board may call a



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special meeting of the Owners. By the assent of Owners representing an aggregate ownership interest of sixty-six and two-thirds percent (66 2/3%) of the Common Elements. The monthly assessment may be set at whatever level such Owners approve.

c. The Board of Directors shall have authority to lower the Monthly Assessment if deemed feasible.

5.5 OBLIGATION OF DECLARANT FOR ASSESSMENTS AND MAINTENANCE: During the Declarant Control Period, the Declarant shall be responsible for the difference between: (i) the costs of maintenance; and (ii) the assessments received from the Unit Owners. During the Declarant Control Board, Declarant shall provide any additional funds necessary to pay actual cash outlays required to fund current operating expenses of the Association. Declarant shall not be obligated to fund any reserve account until after the Declarant Control Period has terminated. After the Declarant Control Period is terminated, Declarant shall pay the regular Monthly Assessment for each Unit it owns.

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5.6 SPECIAL ASSESSMENTS FOR IMPROVEMENTS: In addition to the Monthly Assessments authorized above, the Association may levy in any calendar year a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of the Common Elements, provided that any such Assessment shall be approved by Owners representing an aggregate ownership interest of sixty-six and two-thirds percent (66 2/3%) of the Common Elements. The Declarant will be treated as all other Unit Owners for purposes of Special Assessments.

5.7 COMMENCEMENT OF ASSESSMENTS: Payment of assessments by Unit Owners shall commence immediately upon conveyance of title to a Condominium Unit. The Board shall fix the amount of the Monthly Assessments against the Units at least thirty (30) days prior to November 1 of each year. Unless otherwise provided or unless otherwise agreed by the Association, the Board shall collect the assessments monthly in accordance with Paragraph 5.1 hereof.

5.8 NO EXEMPTION: No Owner may exempt himself from liability for contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit.

5.9 LIEN FOR ASSESSMENTS:

a. All sums assessed but unpaid by a Unit Owner for such Owner's share of Common Expenses chargeable to his Unit, including interest thereon from the due date thereof at eighteen percent (18%) per annum, shall constitute a lien on such Unit superior to all other liens and encumbrances, except for:

(1) taxes and special assessments levied by governmental and taxing authorities;

(2) all liens securing sums due or to become due under any mortgage, vendor's lien or deed of trust filed for record prior to the time such costs, charges, expenses and/or assessment became due;

(3) judgments of a Court properly filed as a lien prior to the date of Common Expense assessment;

(4) mechanic's and materialmen's liens arising from labor performed or materials furnished upon a Unit prior to the date of such assessment; and

(5) mechanic's and materialmen's liens for labor performed or material furnished upon the Common Elements to the extent of the proportionate part chargeable to the Unit Owners which constitute a part of an assessable charge for Common Expenses, satisfaction of which shall discharge the assessment to the extent of the payment made.

b. To evidence such lien the Association may, but shall not be required to, prepare written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Unit and a description of the Unit. Such notice shall be signed by one (1) member of the Board and may be recorded in the Office of the County Clerk of Washington County, Oklahoma. Such lien for the Common Expenses shall attach from the due date of the assessment and may be enforced by foreclosure upon the defaulting Owner's Unit by the Association. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expense for filing the

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notice or claim of lien and reasonable attorney's fees. The Owner shall also be required to pay the Association a reasonable rental for the Unit during the period of foreclosure and the Association shall be entitled to appointment of a receiver to collect the same. The Association shall have the power to bid in the Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

c. The amount of the Common Expenses assessed against each Unit shall also be a debt of the Owner thereof at the time the assessment is made and suit to recover a money judgment for unpaid Common Expenses may be maintainable without foreclosing or waiving the lien securing the same.

d. Any encumbrancer holding a lien on a Unit may pay any unpaid Common Expense payable with respect to such Condominium Unit, and upon such payment, such encumbrancer shall have a lien on such Unit for the amount paid of the same rank as the lien of his encumbrance.

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5.10 SUBORDINATION OF THE LIEN TO MORTGAGEE: The lien of the assessments shall be subordinated to the lien of any prior recorded mortgages granted by the Owner of any Unit to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Unit. Sale or transfer of any Unit shall not affect the assessment lien, provided however, that the transfer of any Unit pursuant to a deed in lieu of foreclosure shall not extinguish the lien of such assessments as to payments thereof coming due prior to such transfer. No sale or transfer shall relieve such Unit, or the Owners thereof, from liability for any assessments thereafter becoming due or from the lien thereof.

5.11 STATEMENT OF ASSESSMENT: Upon the written request of any Owner or any encumbrance or prospective encumbrancer of a Unit, the Board shall issue a written statement setting forth the amount of unpaid assessments, if any, with respect to the subject unit, the amount of the current Monthly Assessments, the date of such assessment, the due date, and any credits for advance payments or prepaid items, including but not limited to, insurance premiums. Such written statements shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. If a request for such a

statement shall not be complied with by the Association within twenty (20) days from receipt of same, all unpaid assessments which became due prior to such twenty (20) day period shall be subordinate to the lien of the person requesting such statement.

The purchaser, donee or other transferee of a Unit, by deed or other writing (herein called "Grantee") shall be jointly and severally liable with the transferor of such Unit (herein called "Grantor") for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the Grantee's right to recover from Grantor the amounts paid by the Grantee. The Grantee shall be entitled to a statement from the Board setting forth the amount of the unpaid assessments, if any, with respect to the subject Unit, the amount of the current Monthly Assessment, the due date thereof and any credit for advanced payments or prepaid items, including but not limited to, insurance premiums which statement shall be conclusive upon the Association. If a request for such a statement is not complied with by the Association within twenty (20) days from receipt of same, such Grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for any unpaid assessments against the Unit accrued prior to such twenty (20) day period.

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5.12 DISTRIBUTION OF COMMON PROFITS: The Common Profits shall be distributed according to the percentage of ownership of each Unit Owner in the Common Elements.

## ARTICLE VI
## DESTRUCTION OR OBSOLESCENCE OF IMPROVEMENTS

6.1 DESTRUCTION OR OBSOLESCENCE:

a. This Declaration hereby makes mandatory the irrevocable appointment of the Association as Attorney-in-Fact to deal with the Project upon its destruction, obsolescence or condemnation and title to each Condominium Unit is expressly made subject to the terms and conditions hereof, and acceptance by any Grantee of a deed from the Declarant or from any Owner shall constitute such appointment. As Attorney-in-Fact, the Association, by its authorized officers, shall have full and complete authorization, right and

power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a Unit Owner which is necessary and appropriate to exercise the powers herein granted.

b. Repair and reconstruction of the improvement(s), as used in the succeeding subparagraphs, means restoring the Buildings, the Units and/or the Common Elements to substantially the same condition in existence prior to the damage, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be made available to the Association for the purposes of repair, restoration or replacements, unless the Owners representing an aggregate ownership interest of seventy-five percent (75%) or the Common Elements for subparagraphs (1) and (2) and fifty-one percent (51%) of all of the First Mortgages agree not to rebuild in accordance withe the provisions set forth hereinafter:

(1) In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvement(s), shall be applied by the Association, as Attorney-in-Fact, to such reconstruction, and the improvement(s) shall be promptly repaired and reconstructed.

(2) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is not more than sixty-six and two-thirds percent (66 2/3%) of all of the Common Elements, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as Attorney-in-Fact using the proceeds of insurance and the proceeds of an assessment to be made against all of the Owners and their Condominium Units. Such deficiency assessment shall be a special assessment made pro rata according to each Owner's proportionate interest in and to the Common Elements and shall be due and payable within thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the assessment. The assessment provided for herein shall be a debt of each Owner and a lien on his Condominium Unit and may be

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enforced and collected as is provided in Article V hereof. In addition thereto, the Association, as Attorney-in-Fact, shall have the absolute right and power to sell the Condominium Unit of any Owner refusing or failing to pay such deficiency of the assessment within the time provided and if not so paid, the Association shall cause to be recorded a notice that the Condominium Unit of the delinquent Owner shall be sold by the Association. The proceeds derived from the sale of such Condominium Unit shall be used and disbursed by the Association, as Attorney-in-Fact, in the following order:

(a) For payment of taxes and special assessment liens in favor of any governmental assessing entity;

(b) For payment of the balance of the lien of any mortgage or other lien superior to a Common Assessment lien;

(c) For payment of unpaid Common Assessments;

(d) For payment of junior liens and encumbrances in the order and extent of their priority; and

(e) The balance remaining, if any, shall be paid to the Condominium Unit Owner.

(3) If more than sixty-six and two-thirds percent (66-2/3%) of all of the Common Elements, not including land, are destroyed or damaged, an if the Owners representing the aggregate ownership of one hundred percent (100%) of the Common Elements, do not voluntarily, within one hundred (100) days thereafter, make provision for reconstruction, which plan must have the approval of fifty-one percent (51%) of the First Mortgagees, and the Project of so much thereof as shall remain, shall be subject to partition at the suit of any Owner, in which event the net proceeds of the sale, together with the net proceeds of insurance policies, shall be considered as one fund, shall be divided among all the Unit Owners in proportion to their respective undivided ownership of the Common Elements and shall be placed into twenty-eight (28) separate account, each such account representing one (1) of the Units, after first paying off, out of the respective accounts of Condominium Unit Owners, to the extent sufficient for that purpose, all liens on the Unit

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of each Unit Owner. Each such account shall be in the name of the Association, and shall be further identified by the number of the Unit and name of the Owner.

(4) If the Owners representing a total ownership interest of one hundred percent (100%) of the Common Elements adopt a plan for reconstruction, which plan has the approval of fifty-one percent (51%) of the First Mortgagees, then all of the Owners shall be bound by the terms and provisions of such plan. Any assessment made in connection with such plan shall be a Common Expense and made pro rata according to each Owner's proportionate interest in the Common Elements and shall be due and payable as provided by the terms of the plan. The Association shall have the authority to cause the repair and restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the assessment. The assessment provided herein shall be a debt of each Owner and lien on his Condominium Unit and may be enforced and collect as is provided in Paragraph 5.9 hereof. In addition thereto, the Association, as Attorney-in-Fact, shall have the absolute right and power to sell the Condominium Unit of any Owner refusing or failing to pay such assessment within the time provided. If the assessment is not paid, the Association shall cause to be recorded a notice that the Condominium Unit of the delinquent Owner shall be sold by the Association. The proceeds derived from sale of such Condominium Unit shall be used and disbursed by the Association, as Attorney-in-Fact, for the same purposes and in the same order as is provided in subparagraphs b(2) (a) through (e) of Paragraph 6.1 hereof.

BK 1015 PG 1594

6.2 JUDICIAL PARTITION: There shall be no judicial partition of the Real Property, the Condominium Units, the Common Elements or any part thereof, nor shall Declarant or any person acquiring any interest in a Condominium Unit or any part thereof seek any such judicial partition, until the happening of the conditions set forth herein in the case of damage or destruction or unless the Real Property has been removed from the provisions of the Oklahoma Unit Ownership Estate Act, provided, however, that if any Unit shall be owned by two (2) or more co-tenants, as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition between such co-tenants.

6.3 CONDEMNATION:

a. If all or any part of the Property is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association, as Attorney-in-Fact, and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all First Mortgages known to the Association to have any interest in any Unit. The expense of participation in such proceedings by the Association shall be born by the Common Fund. The Association, as Attorney-in-Fact, is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Association, as Attorney-in-Fact, and such damages or awards shall be applied as provided herein. In the event that an action in eminent domain is brought to condemn a portion of the Common Elements (together with or apart from any Unit), the Association, as Attorney-in-Fact, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto or to convey such Property to the condemning authority in lieu of such condemnation proceeding.

b. With respect to any such taking, all damages and awards shall be determined for such taking as a whole and for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the account of each owner in proportion to his percentage ownership interest in the Common Elements to be applied or paid as set forth in Subparagraph 6.1 (2) (a) through (e) hereof, unless restoration takes place as herein provided. The Association, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decided whether to replace or restore, as far as possible, the common Elements so taken or damaged. In the event it is determined that such Common Elements should be replaced or restored by obtaining other land or building additional structures, this

BK 1515 PG 1545

Declaration and the Map attached hereto shall be duly amended by instrument executed by the Association, as Attorney-in Fact, on behalf of the Owners.

## ARTICLE VII

## PROTECTION OF MORTGAGE

7.1 NOTICE TO ASSOCIATION: An Owner who mortgage his Unit shall notify the Association, giving the name and address of his Mortgagee. Each Mortgagee shall be permitted to notify the Association of the fact that such Mortgagee holds a deed of trust or mortgage on a Condominium Unit. The Board shall maintain such information in a book entitled "Mortgagees of Units".

7.2 NOTICE OF DEFAULT: The Association shall notify a First Mortgagee in writing, upon request of such Mortgagee, of any default by the Mortgagor in the performance of such Mortgagor's obligations as set forth in this Declaration which default is not cured within thirty (30) days.

7.3 EXAMINATION OF BOOKS: The Association shall permit First Mortgagees and the Veteran's Administration to examine the books and records of the Association upon request.

7.4 RESERVE FUND: The Association shall establish adequate reserve funds for replacement of Common Element Components and fund the same by regular monthly payments rather than by extraordinary special assessments. In addition, there may be established a working capital fun for the initial operation of the Project equal to at least two (2) months' estimated Common Elements charge for each Unit, said deposit to be collected at closing of the initial sale of each Unit. Said charge shall not be deemed to be an advance payment of regular Monthly Assessments.

7.5 ANNUAL AUDITS: The Association upon written request therefor shall furnish each First Mortgagee and the Veteran's Administration an annual financial statement of the Association within ninety (90) days following the end of each fiscal year of the Association.



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7.6 NOTICE OF MEETINGS: The Association shall furnish each First Mortgagee upon request of such Mortgagee, prior written notice of all meetings of the Association and permit the designation of a representative of such Mortgage to attend such meetings, one such request to be deemed to be a request for prior written notice of all subsequent meetings of the Association.

7.7 APPROVAL FOR AMENDMENTS TO DECLARATION, ETC.: The prior written approval of fifty-one percent (51%) of all First Mortgagees shall be required for the following, unless a different percentage is set forth herein:

a. Abandonment or termination of WILLOWHILL UNIT OWNERSHIP ESTATES as a Unit Ownership Estate, (except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain) shall require sixty-seven percent (67%) First Mortgagee approval; and

b. Any material amendment to the Declaration or the By-Laws of the Association, including, but not limited to, any amendment which would change the percentage of interest of Unit Owners in the Common Elements.

Any First Mortgagee or eligible mortgage holder who receives a written request to approve additions of amendments and who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

7.8 TAXES, ASSESSMENTS AND CHARGES: All taxes, assessments and charges which may become liens prior to the First Mortgage under local law shall relate only to the individual Units and not to the Real Property as a whole.

7.9 OTHER ACTS BY ASSOCIATION REQUIRING APPROVAL OF FIRST MORTGAGEES OR OWNERS: Unless fifty-one percent (51%) of all of the First Mortgagees (based upon one (1) vote for each First Mortgage owned), and Owners (other than the Declarant) of the individual Units have given their prior written approval, the Association shall be entitled to:

a. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements; or



BK 0715 PG 154

b. use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units or as otherwise provided in this Declaration. The granting of easements for public utilities of for other public purposes consistent with intended use of the Common Elements shall not be deemed a transfer within the meaning of this subparagraph.

## ARTICLE VIII

## MISCELLANEOUS PROVISIONS

BK 1075 PG 159

8.1 AMENDMENT: Subject to the provisions of Paragraph 7.7 hereof, this Declaration shall not be revoked unless the Owners representing an aggregate ownership interest of ninety percent (90%) of the Common Elements agree to such revocation nor shall the provisions herein be amended unless the Owners representing an aggregate ownership interest of seventy-five percent (75%) agree to such amendment, and such revocation or amendment be duly recorded, but no amendment shall affect Declarant's rights to exercise the duties and functions of the Board, as allowed and provided for herein.

8.2 CORRECTION OF ERROR: Declarant reserves, and shall have the continuing right, until the end of the Declarant Control Period, without the consent of the other Owners or any Mortgagee to amend this Declaration or the By-Laws for the purpose of resolving or clarifying any ambiguities or conflicts herein, or to comply with the requirements of Federal Home Loan Mortgage Corporation, Federal national Mortgage Association, Veteran's Administration or Federal Housing Administration, provided that no such amendment shall change the stated number of Units or proportionate ownership interest in the Common Elements attributable thereto.

8.3 CHANGE IN DOCUMENTS: The holder of any mortgage covering any Condominium Unit shall be entitled to written notification from the Association thirty (30) days prior to the effective date of any change in this Declaration or the By-Laws.

8.4 NOTICE: All notices, demands or other notices intended to be served upon an Owner shall be sent by ordinary or certified mail, postage prepaid, addressed in the name of such Owner in care of the Unit address of such Owner. All notices, demands or other notices intended to be served upon the Board or the Association shall be sent by ordinary or certified mail, postage prepaid, to Declarant, P.O. Box 999, Bartlesville, Oklahoma, 74005, Attention: Ron Vineyard, until such addresses and/or address is changed by a notice of change recorded in the Office of the County Clerk, Washington County, Oklahoma.

8.5 CONFLICT BETWEEN DECLARATION AND BY-LAWS: Whenever the application of the provisions of this Declaration conflict with application of any provisions of the By-Laws adopted by the Association, the provisions or applications of this Declaration shall prevail.

8.6 INVALIDATION OF PARTS: If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration and the application of any provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

8.7 OMISSIONS: In the vent of the omission from this Declaration of any word, sentence, clause, provision or stipulation which shall be necessary for the accomplishment of the intent and purposes hereof, or any part hereof, then such omitted matter shall be supplied by inference and/or by reference to the Act.

8.8 OKLAHOMA UNIT OWNERSHIP ESTATE ACT: The provisions of this Declaration shall be in addition and supplement to the Unit Ownership Estate Act of the State of Oklahoma and to all other provisions of law.

8.9 GENDER: That whenever used herein, unless the context shall otherwise proved, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all gender.

8.10 SERVICE OF PROCESS: The Declarant, by or through any of its officers and whose mailing address is 3650 Camelot Drive, Bartlesville, Oklahoma, 74006, is hereby



Bk 1015 Pg 1594

designated to receive service of process in any action relating hereto until such time as a new registered agent is designated for the Association by written notice thereof filed with the County Clerk of Washington County, Oklahoma.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed, sealed and delivered by its proper corporate officers and its corporate seal to be affixed, this 20th day of February, 2009.

(the "Declarant")

TAYLOR GROUP HOMES, LLC

By: _____
Manager

BK 1075 PG 1550

STATE OF OKLAHOMA )
) SS.
COUNTY OF WASHINGTON )

The foregoing instrument was acknowledged before me this 20th day of February, 2009, by Brent Taylor, Manager of Taylor Group Homes, LLC, on behalf of said limited liability company.

Vicky L. Tyndall, Notary Public
Commission No. 02011796

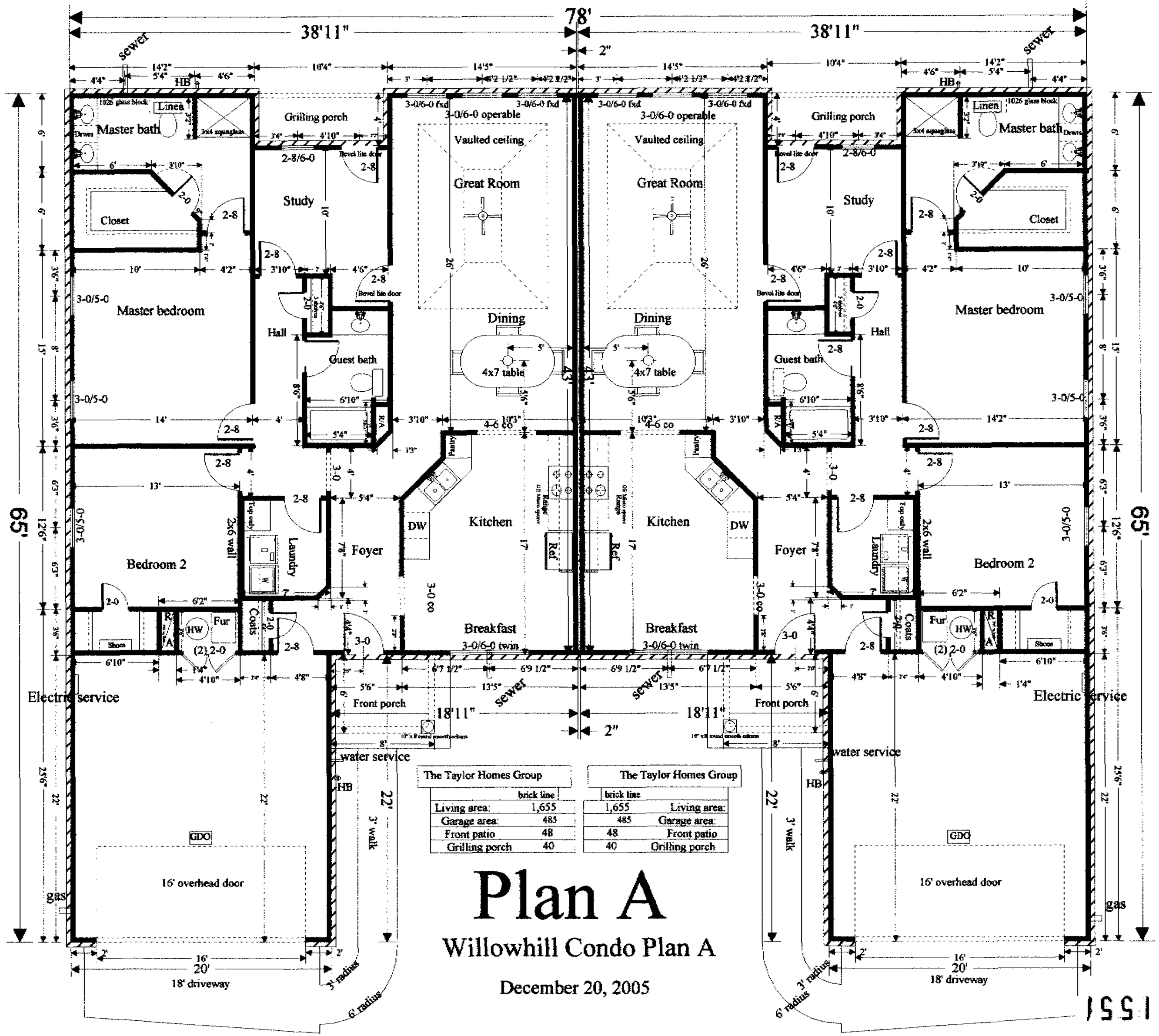
(SEAL)

My Commission Expires:
8-24-2010

_____
Notary Public

3650 Camelot Dr.
Bartlesville, OK 74006

Doc # 2009001605
Bk 1075
Pg 1516-1554
DATE 02/20/09 14:46:52
Filing Fee $89.00
Documentary Tax $0.00
State of Oklahoma
County of WASHINGTON
WASHINGTON County Clerk
M. PARRISH




| The Taylor Homes Group | brick line |
|---|---|
| Living area: | 1,655 |
| Garage area: | 485 |
| Front patio | 48 |
| Grilling porch | 40 |

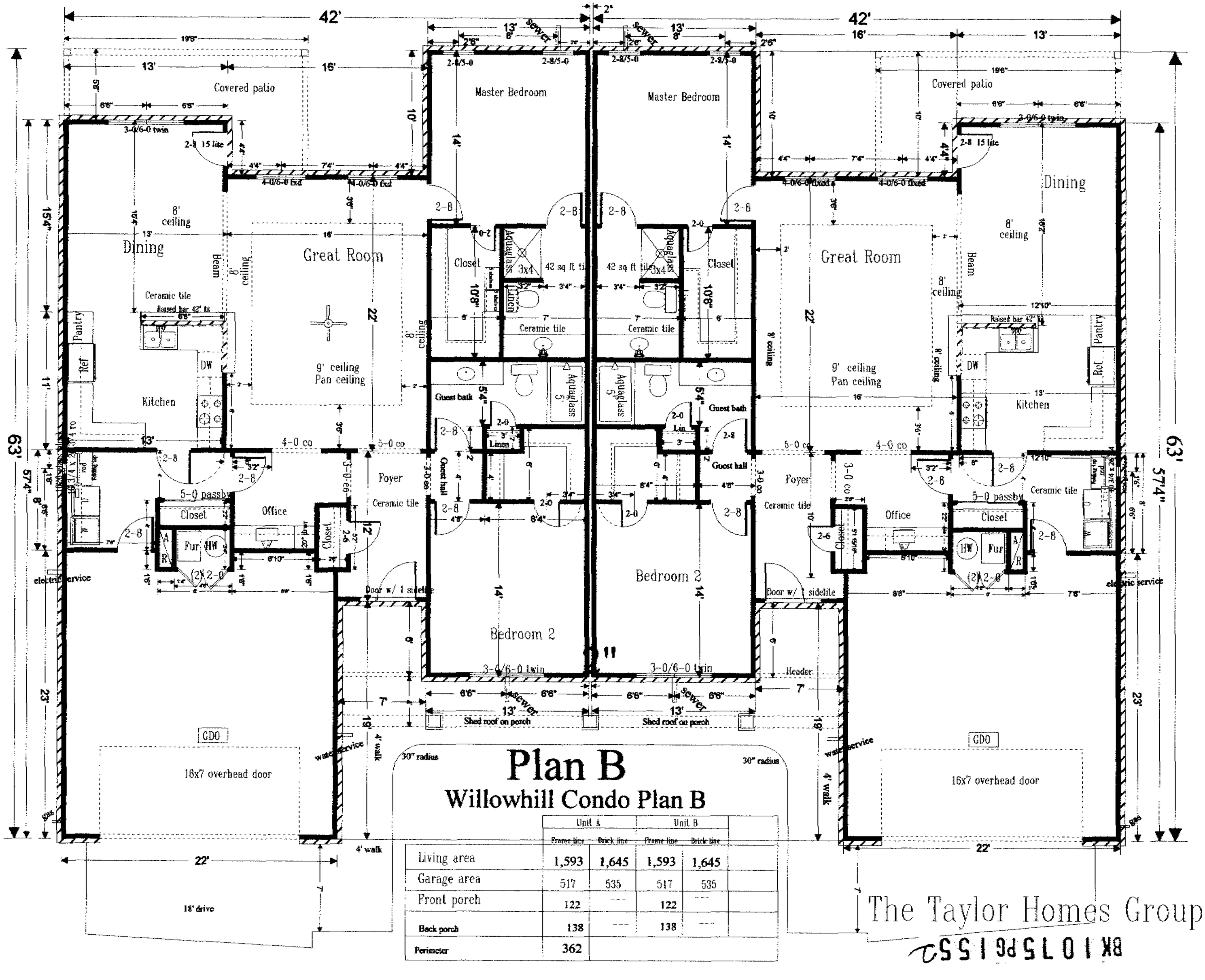
| The Taylor Homes Group | brick line |
|---|---|
| 1,655 | Living area: |
| 485 | Garage area: |
| 48 | Front patio |
| 40 | Grilling porch |

# Plan A

## Willowhill Condo Plan A

December 20, 2005

BK 1075 PG 1551



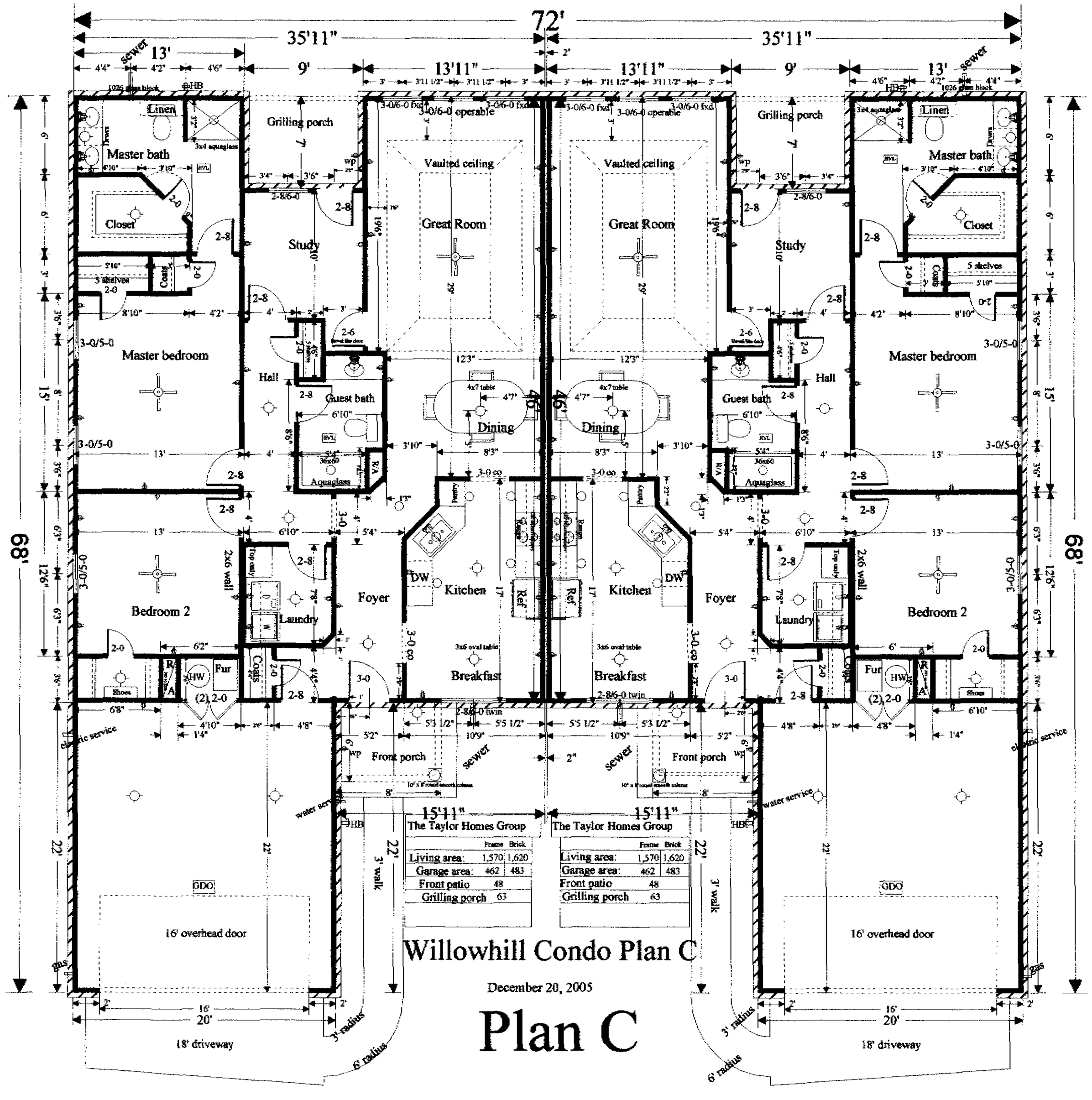

# Plan B

## Willowhill Condo Plan B

| | Unit A | | Unit B | | |
|---|---|---|---|---|---|
| | Frame line | Brick line | Frame line | Brick line | |
| Living area | 1,593 | 1,645 | 1,593 | 1,645 | |
| Garage area | 517 | 535 | 517 | 535 | |
| Front porch | 122 | --- | 122 | --- | |
| Back porch | 138 | --- | 138 | --- | |
| Perimeter | 362 | | | | |

The Taylor Homes Group

BK 1075 PG 1552

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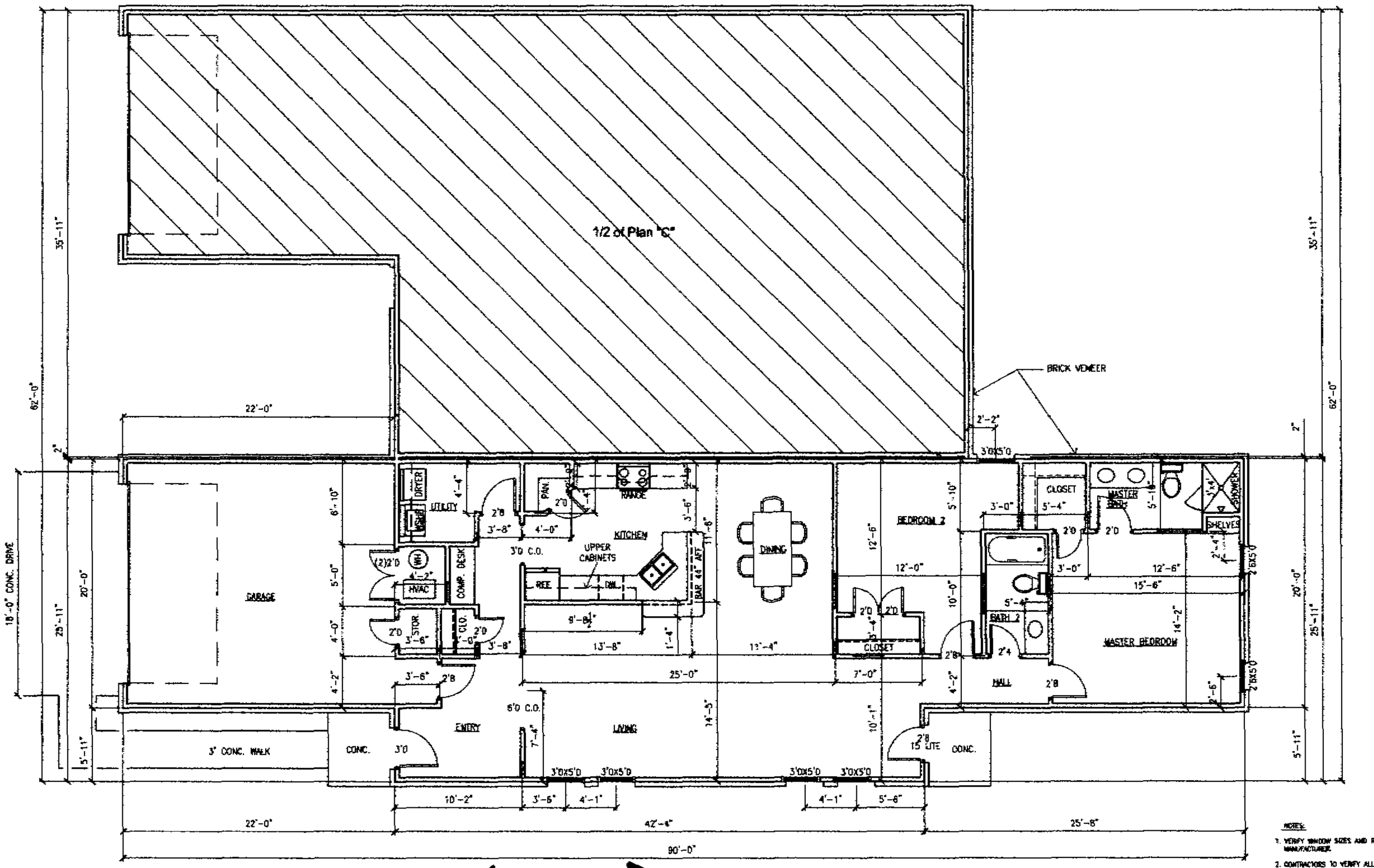


Plan D Willowhill

1 Plan "D"
1/4"=1'-0"

DRAWN BY: CTH
CHECKED BY: TT
ISSUED: 6/30/08
REVISIONS

~~Duplex~~ Plan "D"
Condo

HUBLER DRAFTING & CONST., LLC
918-327-9857
Celeste Hubler
CAD Drafter/Designer
1203 Arbor Drive

Multi-Family Housing Units for
Terrel Taylor Homes
1388 SE Washington Blvd. Bartlesville, Oklahoma

A-1
SHEET NUMBER

BK 1075 PG 1554

39

5

# DECLARATION OF UNIT OWNERSHIP ESTATES FOR

# WILLOWHILL CONDOMINIUMS

THE STATE OF OKLAHOMA )
) KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WASHINGTON )

00160

5

BK 1015 PG 1516

WHEREAS, TAYLOR HOMES GROUP, LLC, having its principal offices located at 3650 Camelot Drive, Bartlesville, Oklahoma, 74006, (the "Declarant"), is the owner of certain real property situated in the County of Washington, State of Oklahoma (the "Real Property"), to-wit:

> Lots 2, 3, 4 and 5 of the Re-plat of part of Lot 2, Willowhill Section 1 Addition to Bartlesville, Washington County, Oklahoma.

WHEREAS, Declarant desires to create and establish Unit Ownership Estates under the Unit Ownership Estate Act of the State of Oklahoma, Oklahoma Statutes Annotated, Title 60, Chapter 11, Sections 501 through 530, inclusive, (the "Act"), the provisions of which, together with the By-Laws of WILLOWHILL HOME OWNERS ASSOCIATION, INC., shall govern the Unit Owners and Declarant; and

WHEREAS, there has heretofore been constructed on the Real Property fourteen (14) separate multifamily buildings and other improvements, which in the aggregate consist of twenty-eight (28) separately designated Condominium Units which will be known as WILLOWHILL UNIT OWNERSHIP ESTATES; and

WHEREAS, Declarant does hereby establish a plan, (hereinafter the "Project"), for the individual ownership in fee simple of Unit Ownership Estates consisting of the area of space contained in each of the twenty-eight (28) Units in the fourteen (14) multifamily buildings and the co-ownership by the individual and separate Unit Owners thereof, as tenants-in-common, of all of the remaining property, which includes both Limited Common Elements and General Common Elements, as hereinafter defined, and which are hereinafter collectively referred to as the "Common Elements" or "Common Areas".

**Provided as a courtesy by Southern Abstract Company**

NOW THEREFORE, Declarant does hereby submit the Real Property, and all improvements constructed thereon, to the provisions of the Act, and does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the land and shall be a burden upon and a benefit to Declarant, its successors and assigns and to any person acquiring or owning any interest in the Real Property and the improvements thereon, their grantees, successors, heirs, executors, administrators, personal representatives, devisees and assigns.

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## ARTICLE I
## DEFINITIONS AND TERMS

1.1 DEFINITIONS OF TERMS: As used in this Declaration and pursuant to the Act, the following terms shall have the following meanings unless the context shall otherwise expressly provide:

a. "Association" means WILLOWHILL HOME OWNERS ASSOCIATION, INC., an Oklahoma non-profit corporation, the By-Laws of which shall govern the administration of the Project and the membership of which shall be composed of all the Owners (the "Members"), of the Units according to such By-Laws. The "Association" shall be deemed synonymous with the term "Council of Unit Owners" as defined in Section 503(m) of the Act.

b. "Board of Directors" or "Board" means the Board of Directors of the Association.

c. "Building" shall mean one of the fourteen (14) multi-family dwelling structures presently situated on the Real Property.

d. "Common Assessment" means the charge against each Unit Owner and his Unit, representing a portion of the total costs to the Association for maintaining, improving, repairing, replacing, managing and operating the Project, which are to be paid by each Unit Owner to the Association, as provided herein.

e. "Common Elements" or "Common Area" means and includes all of the Real Property, and all of the improvements thereon located, excepting the Units. Common Elements shall consist of the General Common Elements and the Limited Common Elements.

f. "Common Expenses" mean and include:

(1) All sums lawfully assessed against the Common Elements by the Board;

(2) All expenses of administration and management, maintenance, operation, water service, repair or replacement of and addition to the Common Elements (including Special Assessments);

(3) Expenses agreed upon as Common Expenses by the Unit Owners; and

(4) Expenses declared to be Common Expenses by this Declaration or by the By-Laws.

g. "Common Profits" means the balance of all income, profits and revenues from the Common Elements remaining after the deduction of the Common Expenses.

h. "Condominium Unit" shall mean an estate in real property together with the interest in the Common Elements (General and Limited) appurtenant to such Unit. Condominium Unit shall be deemed synonymous with the term "Unit Ownership Estate" as defined in Section 503(g) of the Act.

i. "Declaration" shall mean this Declaration as recorded, and as may be hereafter amended from time to time.

j. "Lienholder" and "First Mortgagee" shall mean the holder of a first mortgage lien on any Condominium Unit.

k. "Majority of Unit Owners" means those Owners of more than fifty percent (50%) of the aggregate interest in the Common Elements as defined in Section 503(n) of the Act.

l. "Occupant" means a person or persons in possession of a Unit, regardless of whether said person is a Unit Owner.



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m. "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, who or which owns of record title to one (1) or more Condominium Units.

n. "Plans" mean and include the drawing depicting a part of or all of the improvements, situated on the appurtenant on the Real Property, same being herewith filed consisting of four sheets, labeled Exhibit "A" and incorporated herein.

o. "Premises", "Project" or "Property" mean and include the land, the buildings and all improvements and structures thereon and all rights, easements and appurtenances belonging thereto.

p. "Special Assessments" mean in addition to the Common Assessments defined above, a special assessment levied by the Association in any assessment year applicable to that year only for the purpose of deferring, in whole or in part:

(1) The cost of any construction, reconstruction, repair or replacement of a capital improvements upon the Common Area, including fixtures and personal property, if any, related thereto; or

(2) The expense of any other contingencies of unbudgeted costs; PROVIDED HOWEVER, that any such Special Assessment shall have the assent of Owners representing an aggregate ownership interest of sixty-six and two-thirds percent (66 2/3%) of the Common Elements and any amounts assessed pursuant hereto shall be assessed to the Unit Owners in proportion to the interest in the Common Elements owned by each. The Association, after due notice and meeting, shall also have the authority to establish and fix pursuant to the provisions of this Declaration a special assessment upon any Unit to secure the liability of the Owner of such Unit to the Association for any breach by such Owner of any of the provisions of this Declaration or of the By-Laws, which breach shall require an expenditure by the Association for repair or remedy. Special Assessments may be billed or collected on a monthly basis.

BK 0715 PG 1515

q. "Unit" shall mean the elements of an individual Condominium Unit which are not owned in common with the Owners of the other Condominium Units in the Project as shown on Exhibit "A" attached hereto, and each Unit shall include the air space assigned thereto. The boundaries of each Unit space shall be and are the interior surfaces of the perimeter walls, floors, ceilings, window frames, doors and door frames and trim, and also includes both the portions of the Building so described and the air space so encompassed, excepting the Common Elements. In interpreting deeds, mortgages, deeds of trust and other instruments, the physical boundaries of a Unit as presently existing or as reconstructed in substantial accordance with the original location thereof, shall be conclusively presumed to be Unit boundaries regardless of settling, rising or lateral movement of the Building and regardless of variances between boundaries shown on the Plat and those of the Building. The individual ownership of each Unit space shall further include the interior construction, partitions, appliances, fixtures and improvemen6ts which are intended to exclusively serve such Unit, such as interior room walls, floor coverings or finish, closets, cabinets, shelving, bathroom and kitchen fixtures, plumbing and appliances, including hot water heaters, individual lighting and electrical fixtures and other separate items or chattels belonging exclusively to such Unit, any of which may be removed, replaced, disposed of or otherwise treated without affecting any other Unit space or ownership or the use of enjoyment thereof. None of the Real Property on which any Unit space is located shall be separately owned, as the Real Property shall constitute a part of the Common Elements and shall be owned in common by the Owners of the Units.

r. "Unit Ownership Estate" means the ownership of a single Unit together with an undivided interest in the Common Elements.

BK 1015 Pg 1540

## ARTICLE II

## BUILDING, CONDOMINIUM UNITS AND COMMON ELEMENTS DESIGNATION AND DESCRIPTIONS

2.1 RECORDATION OF CONDOMINIUM PLAN: Attached hereto collectively marked Exhibit "A", are the Plans of the Condominium in accordance with Title 60 §516 of the Oklahoma Statute such plans consist of and set forth:

a. The legal description of the surface of the Real Property.

b. The linear measurements and location with reference to the exterior boundaries of the Real Property of the Buildings and all other significant improvements situated on the Real Property.

c. A copy of the plans of each Building which shows the general dimensions, area and location of each Unit and the dimensions, area and location of the Common Elements (General and Limited) adjacent to, affording access to and associated with each Unit.

d. The location of easements reserved for utilities serving the Real Property and the Units.

2.2 CREATION AND DESIGNATION OF CONDOMINIUM UNITS: There are hereby created twenty-eight (28) Unit Ownership Estates consisting of twenty-eight (28) single story, separately designated Units, together with an undivided percentage ownership interest in the Common Elements as set forth on Exhibit "B". Each Unit is designated below by a number, address, approximate dimensions and area.

The Unit designations and descriptions are as follows:

| UNIT DESIGNATION | APPROXIMATE SQ. FT. |
|---|---|
| 1004-1 | 1620 |
| 1004-2 | 1620 |
| 1004-3 | 1620 |
| 1004-4 | 1620 |
| 1008-1 | 1615 |
| 1008-2 | 1615 |
| 1008-3 | 1645 |
| 1008-4 | 1645 |
| 1012-1 | 1615 |
| 1012-2 | 1615 |
| 1012-3 | 1645 |
| 1012-4 | 1645 |
| 1016-1 | 1615 |
| 1016-2 | 1615 |
| 1016-3 | 1645 |
| 1016-4 | 1645 |
| 1020-1 | 1620 |

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| UNIT DESIGNATION | APPROXIMATE SQ. FT. |
|---|---|
| 1020-2 | 1620 |
| 1020-3 | 1620 |
| 1020-4 | 1620 |
| 1024-1 | 1620 |
| 1024-2 | 1620 |
| 1024-3 | 1620 |
| 1024-4 | 1620 |
| 1028-1 | 1620 |
| 1028-2 | 1562 |
| 1028-3 | 1620 |
| 1028-4 | 1562 |

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2.3 DESCRIPTION OF COMMON ELEMENTS AND PROPORTIONATE INTEREST THEREIN: The term "General Common Elements" as used in this Declaration shall mean and include the following:

a. That portion of the Real Property not defined herein or identified on Exhibit "A" as being Limited Common Elements including streets.

b. The tangible personal property, if any, required for the maintenance and operation of the Project.

c. The road identified as "Access Easement" on Exhibit "A".

d. The easements for access, maintenance, repair, reconstruction or replacement of the foregoing and of all other facilities necessary or convenient to the existence, maintenance, safety and use of the Project.

e. All future additions to or improvements on the Real Property declared and determined by the Association to be General Common Elements.

The Common Elements, both General and Limited as described herein, shall be held and owned as tenants-in-common by the Unit Owners in the proportions set forth opposite the respective Unit number on Exhibit "C" attached hereto. No Unit Owner shall have any interest in any of the Common Elements, including the Real Property, except as specifically provided herein or which is subsequently submitted to this Declaration in the amount set forth herein.

2.4 DESCRIPTION OF LIMITED COMMON ELEMENTS: A portion of the Common Elements is hereby set aside and reserved for the exclusive use of the individual Unit Owners, the same being designated and known as "Limited Common Elements" on Exhibit "A". The Limited Common Elements shall include the following:

a. Patios appurtenant and immediately adjacent to a Unit as to which each Unit Owner shall be responsible for the full cost of maintenance thereof.

b. Air-conditioning condensing unit and lines servicing the fan/heat unit within each Unit. Each Unit Owner shall bear full responsibility for the cost of maintaining his fan/heat unit, the lines and the compressor associated therewith, provided however, that no Unit Owner shall install a fan/heat unit or compressor or replace the existing unit which is different from the existing unit without the prior written consent of the Association, which shall have the right to reasonably approve or disapprove the size, shape, noise level and proposed location of such unit or compressor.

c. Pipes, ducts, electrical wiring and conduits located entirely within a Unit or adjoining Units and serving only such Unit or Units, for which such equipment the Unit Owner shall bear the full cost of repair and replacement.

d. The driveway serving and leading directly to the garage of each Unit (or one-half of such driveway if same serves more than one Unit) and any sidewalks from or leading to the driveway for which each Unit Owner shall bear the full cost of repair and replacement.

e. The front, side and back yard areas of each Unit enclosed within the designated boundary lines of each Unit as set forth on Exhibit "A" provided that the cost of mowing and maintenance of all of such front, side and back yard areas shall be a Common Expense.

The Limited Common Elements shall be owned in the same manner and in the same proportion as set forth herein for ownership of the General Common Elements, subject to the provisions for Unit Owner repair and replacement responsibility. The right of exclusive use of the Limited Common Elements shall be subject to such restrictions or regulations as may be provided by the Declaration, the By-Laws or by the Association.

BK 1015 PG 1523

2.5 INSEPARABLE UNITS: Each Unit and its corresponding undivided interest in the Common Elements shall be inseparable and may not be conveyed, leased or encumbered separately, and shall at all times remain indivisible.

2.6 DESCRIPTIONS: Every deed, lease, mortgage, trust deed or other instrument relating to a Unit may legally describe the Unit by its identifying Unit number as shown on the Plat, followed by the words WILLOWHILL UNIT OWNERSHIP ESTATES and by reference to this Declaration. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber or otherwise affect the Condominium Units.

2.7 ENCROACHMENTS: If any portion of the Common Elements as reflected on Exhibit "A" encroaches upon a Unit, a valid easement for the encroachment and for the maintenance of same so long as it stands shall and does exist. If any portion of a Unit encroaches upon the Common Elements, a valid easement for the encroachment and for the maintenance of same, as long as it stands, shall and does exist. A valid easement also exists to that portion of the Common Elements occupied by any part of an Owner's Unit not contained within the physical boundaries of such Unit, including but not limited to, space occupied by heating and air conditioning equipment, utility lines and similar equipment which serves only one (1) Unit. For title or other purposes, such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or the individual Units.

2.8 EASEMENT TO SUPPLIER OF ELECTRIC SERVICE: The supplier of electric serve (the "Supplier") to the Project has and is hereby granted the following rights:

a. The Supplier shall be deemed to have a definitive, permanent, effective and exclusive easement on the Real Property necessary for the purpose of extending service to each unit.

b. The Supplier's agents and employees shall at all times have the right of access to all such easements for the purpose of installing, maintaining, removing or replacing any portion of the underground electric facilities so installed.

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c. Each Unit Owner shall be responsible for the protection of the underground electric facilities serving his Unit and located within the Limited Common Elements associated with such Unit and neither the Association nor any Unit Owner shall alter the ground grade or permit any construction activity which may interfere with underground electric facilities located within any Common Elements. The Supplier will be responsible for ordinary maintenance of underground electric facilities, but a Unit Owner shall be responsible for payment of all costs and expenses incurred by the Supplier resulting from damage to or the relocation of such facilities caused or necessitated by acts of the Unit Owner or his agents or contractors.

d. The foregoing covenants concerning underground electric facilities shall be enforceable by the Supplier and each Unit Owner and the Association are bound hereby.

2.9 GOVERNMENTAL ASSESSMENT: Declarant shall give written notice to the Assessor's Office of the creation of Condominium Ownership of the Real Property so that each Unit and its percentage undivided interest in the Common Elements shall be deemed a separate parcel subject to separate assessment and taxation.

2.10 USE AND OCCUPANCY RESTRICTIONS: Without limiting or impairing in any manner any restrictions or covenants contained elsewhere in this Declaration, in the By-Laws or in the act itself, the use of the Real Property shall be restricted as follows:

a. Subject to the provisions of this Declaration and the By-Laws, no part of the Real Property may be used for any purpose other than residential housing, the related common purposes for which the Project was designed and such other uses as are permitted by this Declaration. The foregoing restrictions as to residential use shall not however be construed in such a manner as to prohibit a Unit Owner from:

(1) Maintaining his personal professional library;

(2) Handling his personal business or professional telephone calls or correspondence, which uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions.

b. The Common Elements shall be used only by the Unit Owners and their agents, tenants, family members, customers, invitees and licensees for access, ingress

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to and egress from the respective Units and for other purposes incidental to use of the Units, provided that, use of the Limited Common Elements associated with each Unit shall be restricted to the Owner of such Unit, their agents, tenants, family members, customers, invitees and licensees, except as maybe specifically expanded by the other provisions hereof.

c. The use, maintenance and operations of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner and shall be subject to easements presently in existence or subsequently granted by the Association.

d. Without limiting the generality of the foregoing, use of the Real Property shall be subject to the following restrictions:

(1) Nothing shall be stored in the Common Elements without prior consent of the Board;

(2) Nothing shall be done or kept in any Unit or in the Common Elements which would increase the rate of insurance for the Project or the Condominium Units without the prior consent of the Board and no Unit Owner shall permit anything to be done or kept in his Unit or on the Common Elements which would result in either the cancellation of insurance on any Unit or on any part of the Common Elements, or the violation of any law;

(3) No waste shall be committed in or on the Common Elements;

(4) No sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements without the consent of the Board, specifically excepting "For Rent" or "For Sale" signs which do not exceed 24" x 36" in size.

(5) No noxious or offensive activity shall be carried on , in or upon the Common Elements, nor shall anything be done thereon which may be or become an unreasonable annoyance or a nuisance to any other Unit Owner. No loud noises or noxious odors shall be permitted and the Board shall have the right to determine in accordance with the By-Laws if any such noise, odor or activity constitutes a nuisance . Without limiting the generality of any of the

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foregoing, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or other items shall be located, used or placed on any portion of the Real Property or exposed to the view of other Unit Owners without the prior approval of the Board;

(6) Except as expressly provided herein, nothing shall be constructed in or removed from the Common Elements nor shall same be altered in any way, except with the consent of the Board, specifically including partition fences, but specifically excluding gardens and flower beds located within fourteen (14) feet from the exterior walls of each Unit provided that, however, gardens and other types of planting areas in existence at the time of recording of this Declaration shall not constitute a violation of this provision and such existing gardens and planting areas may hereafter be maintained in their present location and area;

(7) No trailer, tent, shack, garage, barn, outbuildings or other structure of a temporary character shall be permitted on the Real Property at any time except with the prior consent of the Board, provided that, however, temporary structures may be erected or placed on the Real Property for use in connection with the repair or rebuilding of Units or any portions thereof;

(8) No rubbish, trash, garbage or other waste material shall be kept or permitted upon any Unit or the Common Elements, except in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the Real Property or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles designed in such a manner that no fire hazard is created. No clothing or household fabrics shall be hung, dried or aired in such a way as to be visible

BK 10151 PG 1527

to other parts of the Real Property and no lumber, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Real Property except within an enclosed structure or if appropriately screened from view;

(9) No Unit Owner shall park, store or keep any vehicle, except wholly on the driveway of his unit (or on that portion of the driveway serving two (2) Units which is associated with each Unit ) or in the Access Easement immediately in front of each Unit and no inoperable vehicles shall be stored except within the garage of a Unit. No Unit Owner shall park, store or keep within or adjoining the Real Property any large commercial-type vehicle (dump truck, cement-mixer truck, oil or gas truck, delivery truck and any other vehicle equipment, mobile or otherwise, deemed to be a nuisance by the Board), or any recreational vehicle (camper unit, motor home, trailer, boat, mobile home or other similar vehicle deemed to be a nuisance by the Board). No Unit Owner shall conduct repairs or restorations of any motor vehicle, boat, trailer or other vehicle upon any portion of the Common Elements.

(10) Except within the areas described in subparagraph (6) above, no planting, transplanting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Real Property except as presently exist or which are approved by the Board;

(11) Motorcycles, motorbikes, motor scooters or other similar vehicles shall not be operated on the Real Property except for the purpose of transportation directly from a Unit to a point outside the Real Property, or from a point outside the Real Property directly to a Unit;

(12) No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept in any Unit or the Common Elements. Dogs, cats, fish, birds and other household pets may be kept in Units, subject to rules and regulations which may be adopted by the Association, provided they are not kept, bred or maintained for commercial purposes or in unreasonable quantities which

BK 10159 PG 1528

shall ordinarily mean more than two (2) pets per Unit. The Board shall have the right to prohibit maintenance of any animal which constitutes in the opinion of the Board a nuisance to any other Unit Owner. Animals belonging to Unit Owners, occupants or their licenses, tenants or invitees must be kept either within an enclosure, enclosed patio or on a leash held by a person capable of controlling the animal or restrained by a rope or leash affixed to a firmly installed anchor. It shall be the absolute duty and responsibility of each Unit Owner to clean up after such animals which have used any portion of the Common Elements;

(13) No Unit Owner shall be permitted to lease his unit for hotel or transient purposes or to lease less than the entire Unit. Every such lease shall provide that the lessee shall be bound by and subject to all of the obligations of a Unit Owner under this Declaration and the By-Laws and that failure to do so shall be a default thereunder. The Unit Owner making such lease shall not be relieved thereby from any of said obligations and shall upon request of the Board furnish to the Board a written acknowledgment executed by a Unit Lessee of the Lessee's recognition of the obligations imposed upon such Lessee as set forth herein.

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## ARTICLE III
## RIGHTS AND OBLIGATIONS OF OWNERSHIP

3.1 OWNERSHIP: A Unit will be a fee simple estate and may be held and owned by any person, firm, corporation, or other entity singularly, as joint tenants, as tenants-in-common, or in any real property tenancy relationship recognized under the laws of the State of Oklahoma.

3.2 PARTITION: The Common Elements (both General and Limited) shall be owned in common by all of the Unit Owners and shall remain undivided, and no Owner shall bring any action for partition or division of the Common Elements other than as

specifically provided for herein. Except as provided herein, this Section shall not be construed as a limitation of the right of partition of a Unit between the Co-Owners thereof, but such partition shall not affect any other Unit.

3.3 EXCLUSIVENESS OF OWNERSHIP: Each Owner shall be entitled to exclusive ownership and possession of his Unit. Each Owner may use the Common Elements in accordance with the purposes for which they are intended and without hindering or encroaching upon the lawful rights of the other Unit Owners, subject however, to the use restrictions placed upon the Limited Common Elements benefitting the Unit to which such Limited Common Elements are associated.

3.4 MECHANIC'S AND MATERIAL MAN'S LIENS: No labor performed or materials furnished and incorporated in a Unit, notwithstanding the consent or request of the Owner, his agent, contractor or subcontractor, shall be the basis for filing of a lien against the Common Elements owned by other Unit Owners. Each Unit Owner shall indemnify and hold harmless each of the other Unit Owners from and against all liability arising from the claims of any lien against the Condominium Unit of any other Owner or against the Common Elements for construction performed on or for labor, materials, services or other products incorporated in the Owner's Unit at such Owner's request.

3.5 RIGHT OF ENTRY: The Association shall have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair and replacement of any of the Common Elements therein or accessible therefrom, or at any time for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit.

3.6 OWNER MAINTENANCE: Each Unit Owner shall maintain and keep in repair the interior of his Unit, including the fixtures thereof. Except as provided for herein, all fixtures and equipment installed within a Unit, commencing at a point where the utility lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") enter the Unit, shall be maintained and kept in repair by the Owner thereof, and an Owner shall be obligated to promptly repair and replace any broken or cracked glass in windows and doors.

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3.7 ALTERATION: An Owner shall do no act nor perform any work that will impair the structural soundless and integrity of the Building in which the Unit is located or which would impair any easement or hereditament. No Owner shall in any way alter, modify, add to or otherwise perform any work whatsoever upon any of the Common Elements, Limited or General, without the prior consent of the Board. Any such alteration or modification shall be in harmony with the external design and location of the surrounding structures and topography, and shall not be considered until submission to the Board of complete plans and specifications showing the nature, kind, shape, size, materials, color and location for all proposed work.

3.8 RESTRICTION OF OWNERSHIP: As a restriction on the ownership provisions set forth in Paragraph 1.1 q. ("Unit"), an Owner shall not be deemed to own the utilities running through his Unit which are utilized for, or serve, more than one (1) Unit, except as tenant-in-common with the other Owners.

3.9 LIABILITY FOR NEGLIGENT ACTS: In the event the need for maintenance or repair to the Common Elements (General and Limited) is caused through the willful or negligent acts of an owner, his family, guests or invitees, and is not covered by or paid for by insurance, whether on such Unit or the Common Elements, the cost of such maintenance or repairs shall be added to and become a part of the Assessment to which such Owner's Unit is subject pursuant to the provisions hereof.

3.10 SUBJECT TO DECLARATION AND BY-LAWS: Each Owner shall comply strictly with the provisions of this Declaration, the By-Laws and the decisions, resolutions, rules and regulations of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or for injunctive relief, or both, maintainable by the Association on behalf of the Owners or, in proper case, by an aggrieved Owner.

BK 10753 PG 1531

## ARTICLE IV

## MANAGEMENT AND ADMINISTRATION

4.1 BY-LAWS: The administration of this Property shall be governed by the By-Laws of WILLOWHILL HOMES OWNERS ASSOCIATION, INC., a true and correct copy of which is attached hereto as Exhibit "D". These By-Laws amend and take the place of previous By-Laws recorded in Book 1067, Page 300 in the Office of the County Clerk. A Unit Owner upon becoming an Owner shall be a Member of the Association and shall remain a Member for the period of his ownership. The Association shall be managed by a Board of Directors, duly appointed or elected, pursuant to the terms and conditions of the By-Laws.

4.2 DECLARANT CONTROL: Paragraph 4.1 notwithstanding, and for the benefit and protection of the Unit Owners and any First Mortgagees of record, for the sole purpose of insuring a complete and timely sellout of the Units, the Declarant shall retain control of and over the Association for a period not to exceed the earlier of: (i) one year from the date of recording of this Declaration; (ii) the sale of fifteen (15) of the Condominium Units; or (iii) when, in the sole opinion of the Declarant, the Project becomes viable, self-supporting and operational (the "Declarant Control Period"). The Declarant shall not use said control for any advantage over the Unit Owners by way of retention of any residual rights or interests in the Association or the Project and at the end of the Declarant Control Period, voting rights shall take effect and the Declarant, through the Board of Directors, shall call the first annual meeting of the Association.

4.3 SPECIFIC POWER TO RESTRICT USE AND ENJOYMENT: Every Owner and the Declarant shall have a beneficial interest in the use and enjoyment of the Common Elements subject to:

a. The right of the Association to adopt and publish rules and regulations governing use of the Common Elements and to establish and enforce penalties for infractions thereof;

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b. The right of the Association, subsequent to the Declarant Control Period, to borrow money and mortgage the General Common Elements for the purpose of improving same, provided that, however, the rights of any such Mortgagee in such property shall be subordinate to the rights of the Owners hereunder, and in no event shall any such Mortgagee have the right to terminate the Unit Ownership Estates established by this Declaration;

c. The right of Declarant during the Declarant Control Period to dedicate or transfer any part of the Common Elements to any public agency, authority or utility for the purpose of accomplishing the ends and purposes of the Project. No such dedication or transfer after the Declarant Control Panel shall be effective unless and until: (i) approved by fifty-one percent (51%) of all First Mortgagees; (ii) approved by the Owners of an aggregate interest of sixty-six and two-thirds percent (66 2/3%) in the Common Elements; and (iii) an instrument signed by the Board reflecting such vote of approval by the Owners and the First Mortgagees is recorded in the Office of the County Clerk of Washington County, Oklahoma;

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d. the right of the Association to adopt, implement and maintain a private security system consistent with applicable law;

e. the right of the Association to regulate noise within the premises, including, without limitation, the right to require mufflers on engines and to prohibit the use of devices producing excessive noise; and

f. the right of the Association to control the visual attractiveness of the Project, including without limitation, the right to require Owners to eliminate objects which are visible from the Common Elements and which detract from the visual attractiveness of the Project.

4.4 MEMBERSHIP: Any person upon becoming a Unit Owner shall automatically become a Member of the Association and such membership shall automatically terminate whenever such ownership ceases. Such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the Project during the period of ownership or impair any rights or remedies which the

Association or the Unit Owners may have against such former Owner arising out of or in any way connected with such ownership.

4.5 INSURANCE:

a. The Association shall obtain and maintain insurance of the type and kind provided hereinafter, including such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to any Condominium Buildings, improvements, fixtures, equipment and other personal property, if any, similar in construction, design and use, issued by responsible insurance companies authorized to do business in the State of Oklahoma. The insurance shall be carried in blanket policy form naming the Association, for the use and benefit of the individual Condominium Unit Owners, and all First Mortgagees as the insured. In addition, each policy or policies shall identify the interest of each Unit Owner and shall provide for a standard, noncontributory mortgage clause in favor of each First Mortgagee. Further, the policy or policies shall insure against loss or damage by fire, vandalism, malicious mischief or such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and the Units, and against such other hazards and for such amounts as the Board may deem advisable. Each Owner irrevocably designates the Association as Attorney-in-Fact to administer and distribute such proceeds as is elsewhere provided in this Declaration. Such insurance policy or policies shall also provide that same cannot be canceled by either the insured or the insurance company until after ten (10) days prior written notice to each First Mortgagee and the Association. The Board shall, upon request of any First Mortgagee, furnish a certified copy of each blanket policy and a separate certificate identifying the interest of the Mortgagor.

b. The Association shall keep a comprehensive policy or policies or public liability insurance covering the Common Elements and such policy or policies shall include a "Severability of Interest Endorsement" or equivalent coverage which will preclude the insurer from denying the claim of a Unit Owner because of negligent acts by the Association, the Board or a Unit Owner. Such policy or policies shall be in amounts of not less than One Hundred Thousand Dollars ($100,000.00) per person. Three Hundred



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Thousand Dollars ($300,000.00) per accident and Fifty Thousand Dollars ($50,000.00) property damage plus an umbrella policy for not less than One Million Dollars ($1,000,000.00) for all claims for personal injury, including death, and/or property damage arising out of a single occurrence. The policy shall include such other coverage as is customarily deemed necessary with respect to projects similar in nature. Such insurance policies shall also provide that it cannot be cancelled by either the insured or the insurance company until after ten (10) days prior written notice to each First Mortgagee and the Association.

c. The Association may but shall not be obligated to keep a policy or policies of: (i) liability insurance insuring the Board, officers and employees of the Association against any claims, losses, liabilities, damages or causes of action arising out of, or in connection with, or resulting from any act done or omission to act by any such person or entity; (ii) worker's compensation insurance (except such insurance shall be maintained if required by law); and (iii) such other insurance as deemed reasonable and necessary to protect the Project, the Condominium Units, the Unit Owners and the Association.

d. The Association shall be responsible for obtaining insurance upon the Units and all fixtures, installations or additions thereto contained within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of such Unit. The Association shall not be responsible for procurement or maintenance of any insurance covering the liability of any Unit Owner not caused by or connected with the Association's operation or maintenance of the Project. Each Unit Owner may obtain additional insurance at his own expense for his own benefit. Insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner and casualty and public liability insurance coverage within each Unit are specifically made the responsibility of each Unit Owner.

e. Any insurance obtained by the Association or a Unit Owner shall contain appropriate provisions whereby the insurer: (i) waives its right of subrogation as to any claims against the Unit Owners, the Association or their respective servants, agents and guests; and (ii) acknowledges that the policy obtained by the Association is primary in the event the Unit Owner has other insurance covering the same loss.

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f. The Association may, but shall not be required to, maintain blanket fidelity bonds for all officers, Directors and employees, if any, of the Association, handling or responsible for the funds of or administered by the Association. The bonds, if acquired, shall name the Association as obligee and shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms of expressions. The premiums on all such bonds shall be a common expense. The bonds shall provide that they may not be canceled by the insured or issuing company without ten (10) days prior written notice to each First Mortgagee and the Association.

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## ARTICLE V
## MAINTENANCE AGREEMENTS

5.1 ASSESSMENTS FOR COMMON EXPENSES: All Owners shall be obligated to pay the estimated assessments imposed by the Association to meet the Common Expenses. Assessments for the estimated Common Expenses shall be due monthly in advance on or before the first (1st) day of each month and failure to pay same by the fifteenth (15th) day of each month shall cause the imposition of a minimum late charge of Five Dollars ($5.00) which such late charge may be increased by the Association to a maximum of ten percent (10%) of the delinquent assessment. Contribution for monthly assessments shall be prorated if the ownership of a Unit commences on a day other than the first (1st) day of a month.

5.2 PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively for the purpose of improving, maintaining and preserving the Real Property, the Project and the Common Elements and for providing the services and the facilities devoted to said purposes that are related to the use and enjoyment of both the Common Elements and the Units situated upon the Real Property. Such uses may include, but are not limited to, the cost to the Association of the following: repair, replacement and maintenance of the Common Elements; fire, extended coverage,

vandalism, malicious mischief and liability insurance for the Units; taxes, legal and accounting fees as may from time to time be authorized by the Board; maintenance of easements upon, constituting a part of, appurtenant to or for the benefit of the Real Property; mowing grass, caring for the grounds and landscaping; caring for the roofs and exterior surfaces of all Buildings; street maintenance; outdoor lighting; security service; water, sewer service and refuse removal furnished to the Units by and through the Association; discharge of any liens on the Common Elements; and other charges required by this Declaration, or that the Association is authorized to incur. In addition, the Association may establish a reserve for repair, maintenance and other charges as specified herein.

5.3 DETERMINATION OF ASSESSMENTS: Notwithstanding Paragraph 5.5 hereof, the assessments shall be determined by the Board based upon the cash requirements necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Elements and accomplishment of the purposes set forth in the immediately preceding paragraph. This determination may include, among other items, all expenses and liabilities incurred by the Association under or by reason of this Declaration, payment of any deficit remaining from a previous period and the creation of a reserve contingency fund. The omission or failure of the Board to fix the assessment for any month shall not be deemed a waiver, modification or a release of the Owners from the obligation to pay same. The Declarant has made a good faith attempt to estimate the costs of maintaining and operating the Project. In no event shall the Declarant be liable to any Unit Owner or Mortgagee because the actual costs exceed or differ from the estimated costs.

5.4 INITIAL ASSESSMENT AND MAXIMUM MONTHLY ASSESSMENT:

a. Monthly Assessments shall be made in equal amounts to each Unit's Owner.

b. From and after March 1, 2009, the Association shall set the monthly assessment for the next succeeding twelve (12) months. The monthly assessment shall continue to be made in equal amounts to each Owner of a Unit. If the Board determines that a change in the monthly assessment amount is warranted, then the Board may call a



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special meeting of the Owners. By the assent of Owners representing an aggregate ownership interest of sixty-six and two-thirds percent (66 2/3%) of the Common Elements. The monthly assessment may be set at whatever level such Owners approve.

c. The Board of Directors shall have authority to lower the Monthly Assessment if deemed feasible.

5.5 OBLIGATION OF DECLARANT FOR ASSESSMENTS AND MAINTENANCE: During the Declarant Control Period, the Declarant shall be responsible for the difference between: (i) the costs of maintenance; and (ii) the assessments received from the Unit Owners. During the Declarant Control Board, Declarant shall provide any additional funds necessary to pay actual cash outlays required to fund current operating expenses of the Association. Declarant shall not be obligated to fund any reserve account until after the Declarant Control Period has terminated. After the Declarant Control Period is terminated, Declarant shall pay the regular Monthly Assessment for each Unit it owns.

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5.6 SPECIAL ASSESSMENTS FOR IMPROVEMENTS: In addition to the Monthly Assessments authorized above, the Association may levy in any calendar year a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of the Common Elements, provided that any such Assessment shall be approved by Owners representing an aggregate ownership interest of sixty-six and two-thirds percent (66 2/3%) of the Common Elements. The Declarant will be treated as all other Unit Owners for purposes of Special Assessments.

5.7 COMMENCEMENT OF ASSESSMENTS: Payment of assessments by Unit Owners shall commence immediately upon conveyance of title to a Condominium Unit. The Board shall fix the amount of the Monthly Assessments against the Units at least thirty (30) days prior to November 1 of each year. Unless otherwise provided or unless otherwise agreed by the Association, the Board shall collect the assessments monthly in accordance with Paragraph 5.1 hereof.

5.8 NO EXEMPTION: No Owner may exempt himself from liability for contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit.

5.9 LIEN FOR ASSESSMENTS:

a. All sums assessed but unpaid by a Unit Owner for such Owner's share of Common Expenses chargeable to his Unit, including interest thereon from the due date thereof at eighteen percent (18%) per annum, shall constitute a lien on such Unit superior to all other liens and encumbrances, except for:

(1) taxes and special assessments levied by governmental and taxing authorities;

(2) all liens securing sums due or to become due under any mortgage, vendor's lien or deed of trust filed for record prior to the time such costs, charges, expenses and/or assessment became due;

(3) judgments of a Court properly filed as a lien prior to the date of Common Expense assessment;

(4) mechanic's and materialmen's liens arising from labor performed or materials furnished upon a Unit prior to the date of such assessment; and

(5) mechanic's and materialmen's liens for labor performed or material furnished upon the Common Elements to the extent of the proportionate part chargeable to the Unit Owners which constitute a part of an assessable charge for Common Expenses, satisfaction of which shall discharge the assessment to the extent of the payment made.

b. To evidence such lien the Association may, but shall not be required to, prepare written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Unit and a description of the Unit. Such notice shall be signed by one (1) member of the Board and may be recorded in the Office of the County Clerk of Washington County, Oklahoma. Such lien for the Common Expenses shall attach from the due date of the assessment and may be enforced by foreclosure upon the defaulting Owner's Unit by the Association. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expense for filing the

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notice or claim of lien and reasonable attorney's fees. The Owner shall also be required to pay the Association a reasonable rental for the Unit during the period of foreclosure and the Association shall be entitled to appointment of a receiver to collect the same. The Association shall have the power to bid in the Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

c. The amount of the Common Expenses assessed against each Unit shall also be a debt of the Owner thereof at the time the assessment is made and suit to recover a money judgment for unpaid Common Expenses may be maintainable without foreclosing or waiving the lien securing the same.

d. Any encumbrancer holding a lien on a Unit may pay any unpaid Common Expense payable with respect to such Condominium Unit, and upon such payment, such encumbrancer shall have a lien on such Unit for the amount paid of the same rank as the lien of his encumbrance.

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5.10 SUBORDINATION OF THE LIEN TO MORTGAGEE: The lien of the assessments shall be subordinated to the lien of any prior recorded mortgages granted by the Owner of any Unit to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Unit. Sale or transfer of any Unit shall not affect the assessment lien, provided however, that the transfer of any Unit pursuant to a deed in lieu of foreclosure shall not extinguish the lien of such assessments as to payments thereof coming due prior to such transfer. No sale or transfer shall relieve such Unit, or the Owners thereof, from liability for any assessments thereafter becoming due or from the lien thereof.

5.11 STATEMENT OF ASSESSMENT: Upon the written request of any Owner or any encumbrance or prospective encumbrancer of a Unit, the Board shall issue a written statement setting forth the amount of unpaid assessments, if any, with respect to the subject unit, the amount of the current Monthly Assessments, the date of such assessment, the due date, and any credits for advance payments or prepaid items, including but not limited to, insurance premiums. Such written statements shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. If a request for such a

statement shall not be complied with by the Association within twenty (20) days from receipt of same, all unpaid assessments which became due prior to such twenty (20) day period shall be subordinate to the lien of the person requesting such statement.

The purchaser, donee or other transferee of a Unit, by deed or other writing (herein called "Grantee") shall be jointly and severally liable with the transferor of such Unit (herein called "Grantor") for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the Grantee's right to recover from Grantor the amounts paid by the Grantee. The Grantee shall be entitled to a statement from the Board setting forth the amount of the unpaid assessments, if any, with respect to the subject Unit, the amount of the current Monthly Assessment, the due date thereof and any credit for advanced payments or prepaid items, including but not limited to, insurance premiums which statement shall be conclusive upon the Association. If a request for such a statement is not complied with by the Association within twenty (20) days from receipt of same, such Grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for any unpaid assessments against the Unit accrued prior to such twenty (20) day period.

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5.12 DISTRIBUTION OF COMMON PROFITS: The Common Profits shall be distributed according to the percentage of ownership of each Unit Owner in the Common Elements.

## ARTICLE VI
## DESTRUCTION OR OBSOLESCENCE OF IMPROVEMENTS

6.1 DESTRUCTION OR OBSOLESCENCE:

a. This Declaration hereby makes mandatory the irrevocable appointment of the Association as Attorney-in-Fact to deal with the Project upon its destruction, obsolescence or condemnation and title to each Condominium Unit is expressly made subject to the terms and conditions hereof, and acceptance by any Grantee of a deed from the Declarant or from any Owner shall constitute such appointment. As Attorney-in-Fact, the Association, by its authorized officers, shall have full and complete authorization, right and

power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a Unit Owner which is necessary and appropriate to exercise the powers herein granted.

b. Repair and reconstruction of the improvement(s), as used in the succeeding subparagraphs, means restoring the Buildings, the Units and/or the Common Elements to substantially the same condition in existence prior to the damage, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be made available to the Association for the purposes of repair, restoration or replacements, unless the Owners representing an aggregate ownership interest of seventy-five percent (75%) or the Common Elements for subparagraphs (1) and (2) and fifty-one percent (51%) of all of the First Mortgages agree not to rebuild in accordance withe the provisions set forth hereinafter:

(1) In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvement(s), shall be applied by the Association, as Attorney-in-Fact, to such reconstruction, and the improvement(s) shall be promptly repaired and reconstructed.

(2) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is not more than sixty-six and two-thirds percent (66 2/3%) of all of the Common Elements, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as Attorney-in-Fact using the proceeds of insurance and the proceeds of an assessment to be made against all of the Owners and their Condominium Units. Such deficiency assessment shall be a special assessment made pro rata according to each Owner's proportionate interest in and to the Common Elements and shall be due and payable within thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the assessment. The assessment provided for herein shall be a debt of each Owner and a lien on his Condominium Unit and may be

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enforced and collected as is provided in Article V hereof. In addition thereto, the Association, as Attorney-in-Fact, shall have the absolute right and power to sell the Condominium Unit of any Owner refusing or failing to pay such deficiency of the assessment within the time provided and if not so paid, the Association shall cause to be recorded a notice that the Condominium Unit of the delinquent Owner shall be sold by the Association. The proceeds derived from the sale of such Condominium Unit shall be used and disbursed by the Association, as Attorney-in-Fact, in the following order:

(a) For payment of taxes and special assessment liens in favor of any governmental assessing entity;

(b) For payment of the balance of the lien of any mortgage or other lien superior to a Common Assessment lien;

(c) For payment of unpaid Common Assessments;

(d) For payment of junior liens and encumbrances in the order and extent of their priority; and

(e) The balance remaining, if any, shall be paid to the Condominium Unit Owner.

(3) If more than sixty-six and two-thirds percent (66-2/3%) of all of the Common Elements, not including land, are destroyed or damaged, an if the Owners representing the aggregate ownership of one hundred percent (100%) of the Common Elements, do not voluntarily, within one hundred (100) days thereafter, make provision for reconstruction, which plan must have the approval of fifty-one percent (51%) of the First Mortgagees, and the Project of so much thereof as shall remain, shall be subject to partition at the suit of any Owner, in which event the net proceeds of the sale, together with the net proceeds of insurance policies, shall be considered as one fund, shall be divided among all the Unit Owners in proportion to their respective undivided ownership of the Common Elements and shall be placed into twenty-eight (28) separate account, each such account representing one (1) of the Units, after first paying off, out of the respective accounts of Condominium Unit Owners, to the extent sufficient for that purpose, all liens on the Unit

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of each Unit Owner. Each such account shall be in the name of the Association, and shall be further identified by the number of the Unit and name of the Owner.

(4) If the Owners representing a total ownership interest of one hundred percent (100%) of the Common Elements adopt a plan for reconstruction, which plan has the approval of fifty-one percent (51%) of the First Mortgagees, then all of the Owners shall be bound by the terms and provisions of such plan. Any assessment made in connection with such plan shall be a Common Expense and made pro rata according to each Owner's proportionate interest in the Common Elements and shall be due and payable as provided by the terms of the plan. The Association shall have the authority to cause the repair and restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the assessment. The assessment provided herein shall be a debt of each Owner and lien on his Condominium Unit and may be enforced and collect as is provided in Paragraph 5.9 hereof. In addition thereto, the Association, as Attorney-in-Fact, shall have the absolute right and power to sell the Condominium Unit of any Owner refusing or failing to pay such assessment within the time provided. If the assessment is not paid, the Association shall cause to be recorded a notice that the Condominium Unit of the delinquent Owner shall be sold by the Association. The proceeds derived from sale of such Condominium Unit shall be used and disbursed by the Association, as Attorney-in-Fact, for the same purposes and in the same order as is provided in subparagraphs b(2) (a) through (e) of Paragraph 6.1 hereof.

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6.2 JUDICIAL PARTITION: There shall be no judicial partition of the Real Property, the Condominium Units, the Common Elements or any part thereof, nor shall Declarant or any person acquiring any interest in a Condominium Unit or any part thereof seek any such judicial partition, until the happening of the conditions set forth herein in the case of damage or destruction or unless the Real Property has been removed from the provisions of the Oklahoma Unit Ownership Estate Act, provided, however, that if any Unit shall be owned by two (2) or more co-tenants, as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition between such co-tenants.

6.3 CONDEMNATION:

a. If all or any part of the Property is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association, as Attorney-in-Fact, and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all First Mortgages known to the Association to have any interest in any Unit. The expense of participation in such proceedings by the Association shall be born by the Common Fund. The Association, as Attorney-in-Fact, is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Association, as Attorney-in-Fact, and such damages or awards shall be applied as provided herein. In the event that an action in eminent domain is brought to condemn a portion of the Common Elements (together with or apart from any Unit), the Association, as Attorney-in-Fact, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto or to convey such Property to the condemning authority in lieu of such condemnation proceeding.

b. With respect to any such taking, all damages and awards shall be determined for such taking as a whole and for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the account of each owner in proportion to his percentage ownership interest in the Common Elements to be applied or paid as set forth in Subparagraph 6.1 (2) (a) through (e) hereof, unless restoration takes place as herein provided. The Association, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decided whether to replace or restore, as far as possible, the common Elements so taken or damaged. In the event it is determined that such Common Elements should be replaced or restored by obtaining other land or building additional structures, this

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Declaration and the Map attached hereto shall be duly amended by instrument executed by the Association, as Attorney-in Fact, on behalf of the Owners.

## ARTICLE VII

## PROTECTION OF MORTGAGE

7.1 NOTICE TO ASSOCIATION: An Owner who mortgage his Unit shall notify the Association, giving the name and address of his Mortgagee. Each Mortgagee shall be permitted to notify the Association of the fact that such Mortgagee holds a deed of trust or mortgage on a Condominium Unit. The Board shall maintain such information in a book entitled "Mortgagees of Units".

7.2 NOTICE OF DEFAULT: The Association shall notify a First Mortgagee in writing, upon request of such Mortgagee, of any default by the Mortgagor in the performance of such Mortgagor's obligations as set forth in this Declaration which default is not cured within thirty (30) days.

7.3 EXAMINATION OF BOOKS: The Association shall permit First Mortgagees and the Veteran's Administration to examine the books and records of the Association upon request.

7.4 RESERVE FUND: The Association shall establish adequate reserve funds for replacement of Common Element Components and fund the same by regular monthly payments rather than by extraordinary special assessments. In addition, there may be established a working capital fun for the initial operation of the Project equal to at least two (2) months' estimated Common Elements charge for each Unit, said deposit to be collected at closing of the initial sale of each Unit. Said charge shall not be deemed to be an advance payment of regular Monthly Assessments.

7.5 ANNUAL AUDITS: The Association upon written request therefor shall furnish each First Mortgagee and the Veteran's Administration an annual financial statement of the Association within ninety (90) days following the end of each fiscal year of the Association.



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7.6 NOTICE OF MEETINGS: The Association shall furnish each First Mortgagee upon request of such Mortgagee, prior written notice of all meetings of the Association and permit the designation of a representative of such Mortgage to attend such meetings, one such request to be deemed to be a request for prior written notice of all subsequent meetings of the Association.

7.7 APPROVAL FOR AMENDMENTS TO DECLARATION, ETC.: The prior written approval of fifty-one percent (51%) of all First Mortgagees shall be required for the following, unless a different percentage is set forth herein:

a. Abandonment or termination of WILLOWHILL UNIT OWNERSHIP ESTATES as a Unit Ownership Estate, (except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain) shall require sixty-seven percent (67%) First Mortgagee approval; and

b. Any material amendment to the Declaration or the By-Laws of the Association, including, but not limited to, any amendment which would change the percentage of interest of Unit Owners in the Common Elements.

Any First Mortgagee or eligible mortgage holder who receives a written request to approve additions of amendments and who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

7.8 TAXES, ASSESSMENTS AND CHARGES: All taxes, assessments and charges which may become liens prior to the First Mortgage under local law shall relate only to the individual Units and not to the Real Property as a whole.

7.9 OTHER ACTS BY ASSOCIATION REQUIRING APPROVAL OF FIRST MORTGAGEES OR OWNERS: Unless fifty-one percent (51%) of all of the First Mortgagees (based upon one (1) vote for each First Mortgage owned), and Owners (other than the Declarant) of the individual Units have given their prior written approval, the Association shall be entitled to:

a. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements; or



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b. use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units or as otherwise provided in this Declaration. The granting of easements for public utilities of for other public purposes consistent with intended use of the Common Elements shall not be deemed a transfer within the meaning of this subparagraph.

## ARTICLE VIII

## MISCELLANEOUS PROVISIONS

BK 1075 PG 159

8.1 AMENDMENT: Subject to the provisions of Paragraph 7.7 hereof, this Declaration shall not be revoked unless the Owners representing an aggregate ownership interest of ninety percent (90%) of the Common Elements agree to such revocation nor shall the provisions herein be amended unless the Owners representing an aggregate ownership interest of seventy-five percent (75%) agree to such amendment, and such revocation or amendment be duly recorded, but no amendment shall affect Declarant's rights to exercise the duties and functions of the Board, as allowed and provided for herein.

8.2 CORRECTION OF ERROR: Declarant reserves, and shall have the continuing right, until the end of the Declarant Control Period, without the consent of the other Owners or any Mortgagee to amend this Declaration or the By-Laws for the purpose of resolving or clarifying any ambiguities or conflicts herein, or to comply with the requirements of Federal Home Loan Mortgage Corporation, Federal national Mortgage Association, Veteran's Administration or Federal Housing Administration, provided that no such amendment shall change the stated number of Units or proportionate ownership interest in the Common Elements attributable thereto.

8.3 CHANGE IN DOCUMENTS: The holder of any mortgage covering any Condominium Unit shall be entitled to written notification from the Association thirty (30) days prior to the effective date of any change in this Declaration or the By-Laws.

8.4 NOTICE: All notices, demands or other notices intended to be served upon an Owner shall be sent by ordinary or certified mail, postage prepaid, addressed in the name of such Owner in care of the Unit address of such Owner. All notices, demands or other notices intended to be served upon the Board or the Association shall be sent by ordinary or certified mail, postage prepaid, to Declarant, P.O. Box 999, Bartlesville, Oklahoma, 74005, Attention: Ron Vineyard, until such addresses and/or address is changed by a notice of change recorded in the Office of the County Clerk, Washington County, Oklahoma.

8.5 CONFLICT BETWEEN DECLARATION AND BY-LAWS: Whenever the application of the provisions of this Declaration conflict with application of any provisions of the By-Laws adopted by the Association, the provisions or applications of this Declaration shall prevail.

8.6 INVALIDATION OF PARTS: If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration and the application of any provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

8.7 OMISSIONS: In the vent of the omission from this Declaration of any word, sentence, clause, provision or stipulation which shall be necessary for the accomplishment of the intent and purposes hereof, or any part hereof, then such omitted matter shall be supplied by inference and/or by reference to the Act.

8.8 OKLAHOMA UNIT OWNERSHIP ESTATE ACT: The provisions of this Declaration shall be in addition and supplement to the Unit Ownership Estate Act of the State of Oklahoma and to all other provisions of law.

8.9 GENDER: That whenever used herein, unless the context shall otherwise proved, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all gender.

8.10 SERVICE OF PROCESS: The Declarant, by or through any of its officers and whose mailing address is 3650 Camelot Drive, Bartlesville, Oklahoma, 74006, is hereby



Bk 1015 Pg 1594

designated to receive service of process in any action relating hereto until such time as a new registered agent is designated for the Association by written notice thereof filed with the County Clerk of Washington County, Oklahoma.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed, sealed and delivered by its proper corporate officers and its corporate seal to be affixed, this 20th day of February, 2009.

(the "Declarant")

TAYLOR GROUP HOMES, LLC

By: _____
Manager

BK 1075 PG 1550

STATE OF OKLAHOMA )
) SS.
COUNTY OF WASHINGTON )

The foregoing instrument was acknowledged before me this 20th day of February, 2009, by Brent Taylor, Manager of Taylor Group Homes, LLC, on behalf of said limited liability company.

Vicky L. Tyndall, Notary Public
Commission No. 02011796

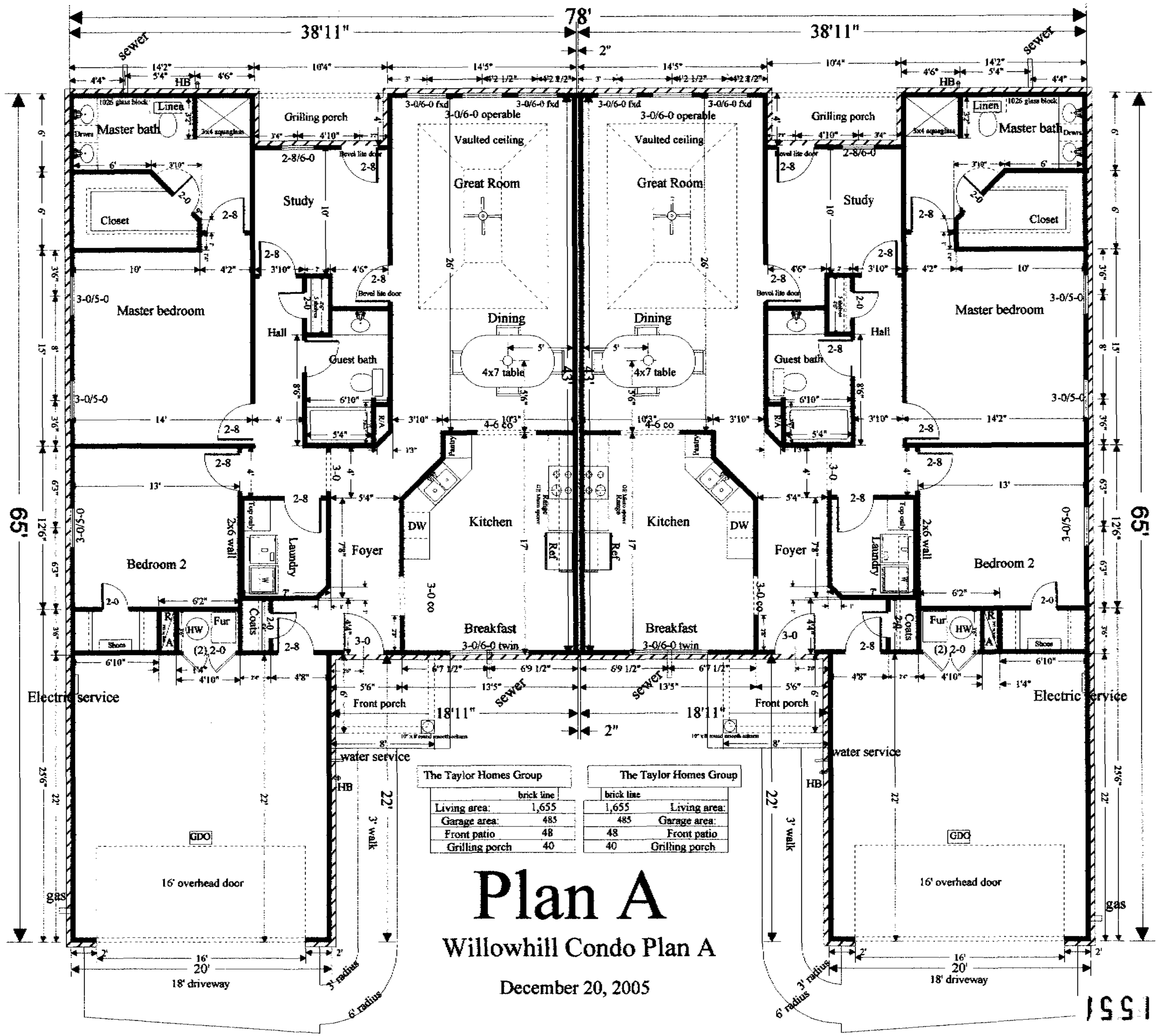
(SEAL)

My Commission Expires:
8-24-2010

_____
Notary Public

3650 Camelot Dr.
Bartlesville, OK 74006

Doc # 2009001605
Bk 1075
Pg 1516-1554
DATE 02/20/09 14:46:52
Filing Fee $89.00
Documentary Tax $0.00
State of Oklahoma
County of WASHINGTON
WASHINGTON County Clerk
M. PARRISH




| The Taylor Homes Group | brick line |
|---|---|
| Living area: | 1,655 |
| Garage area: | 485 |
| Front patio | 48 |
| Grilling porch | 40 |

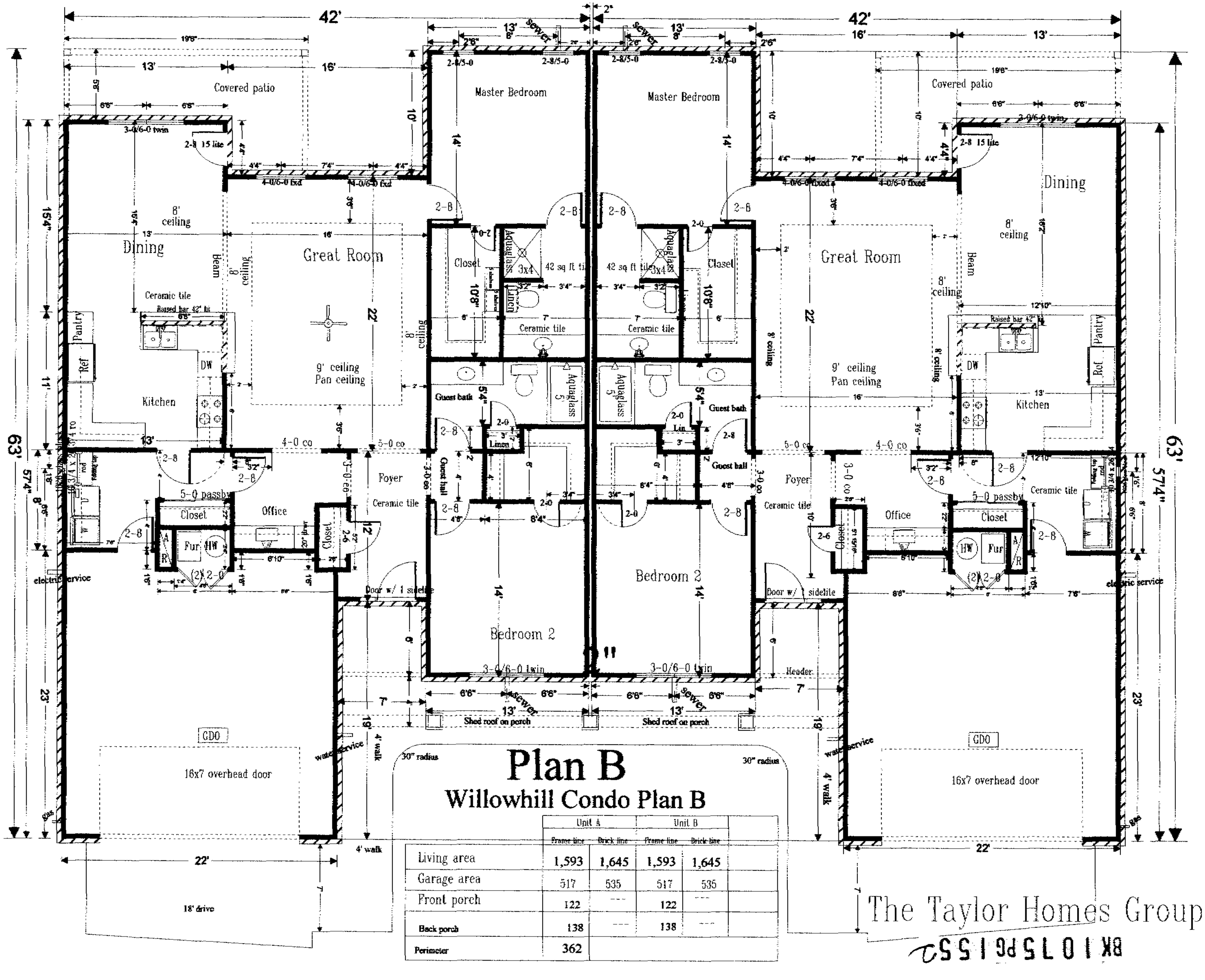
| The Taylor Homes Group | brick line |
|---|---|
| 1,655 | Living area: |
| 485 | Garage area: |
| 48 | Front patio |
| 40 | Grilling porch |

# Plan A

## Willowhill Condo Plan A

December 20, 2005

BK 1075 PG 1551



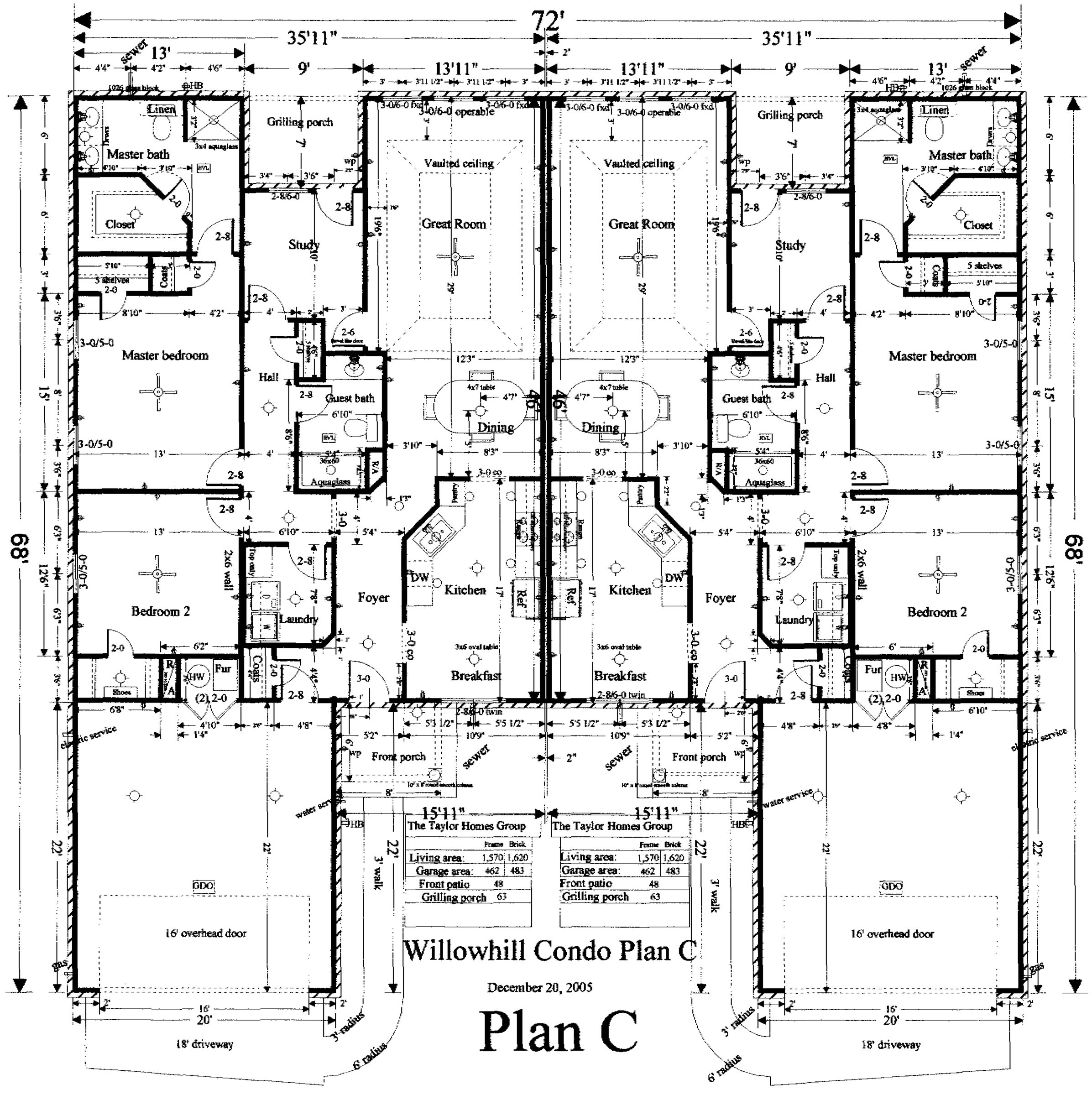

# Plan B

## Willowhill Condo Plan B

| | Unit A | | Unit B | | |
|---|---|---|---|---|---|
| | Frame line | Brick line | Frame line | Brick line | |
| Living area | 1,593 | 1,645 | 1,593 | 1,645 | |
| Garage area | 517 | 535 | 517 | 535 | |
| Front porch | 122 | --- | 122 | --- | |
| Back porch | 138 | --- | 138 | --- | |
| Perimeter | 362 | | | | |

The Taylor Homes Group

BK 1075 PG 1552

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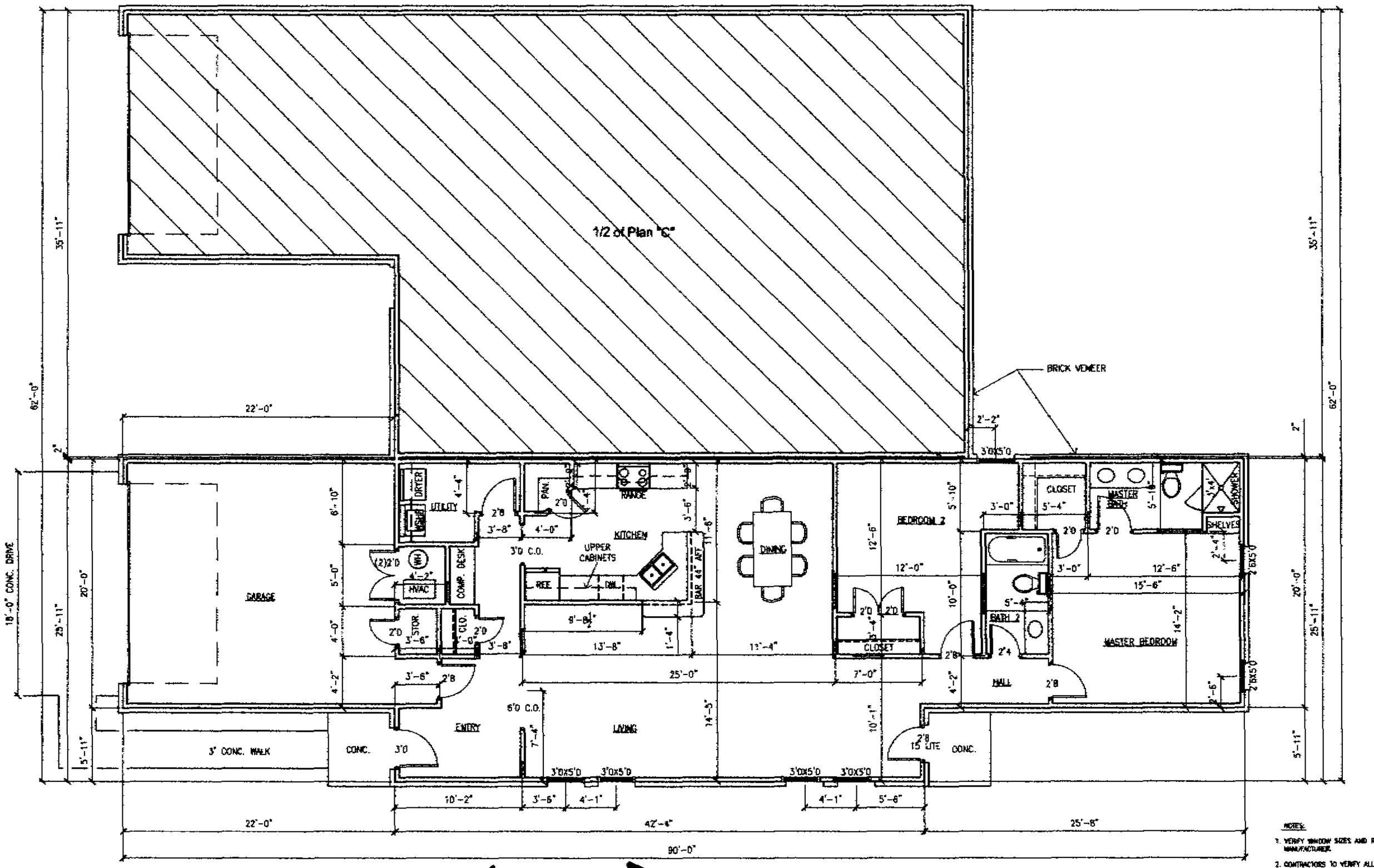


Plan D Willowhill

1 Plan "D"
1/4"=1'-0"

DRAWN BY: CTH
CHECKED BY: TT
ISSUED: 6/30/08
REVISIONS

~~Duplex~~ Plan "D"
Condo

HUBLER DRAFTING & CONST., LLC
918-327-9857
Celeste Hubler
CAD Drafter/Designer
1203 Arbor Drive

Multi-Family Housing Units for
Terrel Taylor Homes
1388 SE Washington Blvd. Bartlesville, Oklahoma

A-1
SHEET NUMBER

BK 1075 PG 1554

001606

# BY-LAWS

# OF

# WILLOWHILL HOME OWNERS ASSOCIATION, INC.

(An Oklahoma Non-Profit Corporation)

BK 1075 PG 1555

(Lots 2, 3, 4 and 5 of the Re-Plat of part of Lot 2, Willowhill Section 1 Addition to Bartlesville, Washington County, Oklahoma)

Doc # 200900016061
Bk 1075
Pg 1555-1573
DATE 02/20/09 14:46:52
Filing Fee $49.00
Documentary Tax $0.00
State of Oklahoma
County of WASHINGTON
WASHINGTON County Clerk
M. PARRISH

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# BY-LAWS

# OF

# WILLOWHILL HOME OWNERS ASSOCIATION, INC.

## ARTICLE 1

## NAME

1.1 NAME: The name of the organization is WILLOWHILL HOME OWNERS ASSOCIATION, INC., (the "Association").

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## ARTICLE II

## PURPOSE AND OWNER OBLIGATION

2.1 PURPOSE: The purpose for which the Association has been formed it to govern and administer the real property situated in Washington County, Oklahoma described on Exhibit "A" (the "Real Property" or the "Project") to the Declaration of Unit Ownership Estates for Willowhill Condominiums (the "Declaration"), which by reference is made a part hereof, and which has been submitted to the provision of the Unit Ownership Estate Act of the State of Oklahoma (the "Act").

2.2 OWNER OBLIGATION: All present or future owners, occupants, tenants, or any other person who might use the facilities of the Project in any manner, are subject to the provisions of these By-Laws. The acquisition, leasing, occupancy or rental of any of the "Units" (as defined by the Declaration) will signify that these By-Laws are accepted, ratified and will be strictly followed.

## ARTICLE III

## DEFINITIONS AND TERMS

3.1 DEFINITIONS: As used herein, the terms shall be defined as set forth in the Declaration unless specifically defined herein or unless the context shall otherwise expressly provides.

3.2 MEMBERSHIP: A person on becoming an Owner of a Condominium Unit shall automatically become a Member of the Association and be subject to these By-Laws and such membership shall automatically terminate when such ownership ceases.

3.3 VOTING: Unit ownership shall entitle the Owner(s) to cast one (1) vote per Condominium Unit in the affairs of the Association. Voting shall not be split among more than one (1) Unit Owner.

3.4 QUORUM: Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "Majority of Unit Owners" at a meeting of the Association shall constitute a quorum.

3.5 PROXIES: Votes my be cast in person or by proxy and proxies must be filed with the Secretary of the Association before the appointed time of each meeting.

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## ARTICLE IV
## ADMINISTRATION

4.1 DECLARANT CONTROL: Notwithstanding any provisions herein to the contrary, in accordance with Paragraph 4.2 of the Declaration the Declarant shall retain control over management of the affairs of the Association until the end of the Declarant Control Period.

4.2 ASSOCIATION RESPONSIBILITIES: The Unit Owners will constitute the Council of Unit Owners (herein the "Association"), who will have the responsibility of administering the Project through a Board of Directors.

4.3 PLACE OF MEETINGS: All annual and special meetings of the Association shall be held at a suitable and convenient place from time to time fixed by the Directors and designated in the notices of such meetings.

4.4 ANNUAL MEETINGS: Annual meetings of the Association shall be held the second ($2^{nd}$) Tuesday of May each year, at 7:30 p.m.

4.5 SPECIAL MEETINGS: It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by at least four (4) of the Owners and presented to the President. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as state in the notice.

4.6 NOTICE OF MEETINGS:

a. The Secretary shall mail notice of annual and special meetings to each Member, directed to his last known post office address as shown on the records of the Association, by uncertified mail, postage prepaid. Such notice shall be mailed not less than ten (10) days not more than thirty (30) days before the date of the meeting and the purposes thereof. In lieu of mailing notice, such notice may be delivered by hand to Owners or left at an Owner's residence in his absence. If requested, any Mortgagee of Record or its designee may be entitled to receive similar notice.

b. In order to determine the identity of Unit Owner's entitled to notice of or to vote at any meeting of the Association or for any other proper purpose, the Board of Directors may provide that the Unit Owners Register shall be closed for a period not to exceed thirty (30) days prior to any meeting.

4.7 ADJOURNED MEETINGS: If any meeting of Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is attained.

4.8 ORDER OF BUSINESS: The order of business at all meetings of the Owners shall be as follows:

a. Roll Call

b. Proof o notice of meeting or waiver of notice

c. Reading of minutes of proceeding meeting

d. Reports of Officers

e. Reports of Committees

f. Election of Directors

g. Unfinished business

h. New business.

4.9 FISCAL YEAR: The fiscal year of the Association shall end at midnight on December 31 of each calendar year.

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## ARTICLE V
## BOARD OF DIRECTORS

5.1 NUMBER OF QUALIFICATION: The affairs of the Association shall be governed by a Board of Directors composed of three (3) persons (the "Board"). The following persons shall act in such capacity and shall manage the affairs of the Association until their successors are elected after the termination of the Declarant Control Period:

| **Name** | **Address** |
|---|---|
| Brent Taylor | 3650 Camelot Drive<br>Bartlesville, Oklahoma 74006 |
| Terrel Taylor | 3650 Camelot Drive<br>Bartlesville, Oklahoma 74006 |
| Karen Taylor | 3650 Camelot Drive<br>Bartlesville, Oklahoma 74006 |

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5.2 POWERS AND DUTIES: The Board shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Project. The Board may do all such acts and things that are not by these By-Laws or by the Declaration directed to be exercised and done by the Owners.

5.3 OTHER POWERS AND DUTIES: the Board shall have the following duties:

a. To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations and all other provisions set forth in Declaration.

b. To establish, make and enforce compliance with rules necessary for the orderly operation, use and occupancy of the Project. A copy of any such rules and regulations so adopted shall be delivered or mailed to each Member promptly upon the adoption thereof.

c. To keep in good order, condition and repair all of the Common Elements, excepting those portions of the Limited Common Elements as to which the Unit Owners are obligated by the Declaration to maintain.

d. To obtain and maintain insurance coverage as are authorized and/or directed by the Declaration to be maintained.

e. To fix, determine, levy and collect the Monthly Assessments to be paid by each of the Owners, and by majority vote of the Board, to adjust, decrease or increase the amount of the Monthly Assessments subject to the provisions of the Declaration; to levy and collect Special Assessments in order to meet increased operation or maintenance expenses or costs, and additional capital expenses. All monthly or other assessments shall be in itemized statement form and shall set forth in detail the various expenses for which the assessments are being made.

f. To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner as provided in the Declaration and these By-Laws.

g. To protect and defend the Project from loss and damage by suit or otherwise.

h. To borrow funds in order to pay for any required expenditures or outlay; to execute all such instruments evidencing such indebtedness which shall be the several obligation of all of the Owners in the same proportion as their interests in the Common Elements.

i. To enter into contracts within the scope of their duties and powers.

j. To establish a bank account for the common treasury and for all separate funds which are required or may be deemed advisable by the Board.

k. To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Owners and any First Mortgagee of a Unit, or the Veteran's Administration. The Association shall cause to be prepared and delivered annually to each Owner a statement showing a summary of all receipts, expenses or disbursements since the last such statement. Such financial statements shall be available to any First Mortgagee of a Unit, or the Veteran's Administration, on request, within ninety (90) days following the fiscal year end.

l. To meet at least once each quarter.

m. To designate and dismiss personnel necessary for the maintenance and

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operation of the Common Elements.

n. In general to carry on the administration of the Association and to do all of those things necessary and reasonable in order carry out the communal aspect of the Project.

5.4 ELECTION AND TERM OF OFFICE: At the first meeting of the Association subsequent to the end of the Declarant Control Period, the term of office of one Director shall be fixed for one (1) year, the term of office of the second Director shall be fixed for two (2) years, and the term of office of the third Director shall be fixed at three (3) years. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The persons acting as Directors shall hold office until their successors have been elected and hold their first meeting.

5.5 VACANCIES: Vacancies on the Board caused by any reason shall be filled by the vote of a Majority of the Unit Owners and each Director so elected shall serve out the remaining term of his predecessor.

5.6 REMOVAL OF DIRECTORS: At any regular or special meeting duly called, a Director may be removed with or without cause by the vote of a Majority of the Unit Owners, and a successor shall then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be hear at the meeting.

5.7 ORGANIZATIONAL MEETING: The first meeting of a newly elected Board shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the Board shall be present.

5.8 REGULAR MEETINGS: Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally, by mail or telephone, at least seven (7) days prior to the day.

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5.9 SPECIAL MEETINGS: Special meetings of the Board may be called by the President or upon the written request of two (2) Directors. The President or Secretary will give seven (7) days personal notice to each Director by mail or telephone, which notice shall sate the time, place and purpose of the meeting.

5.10 WAIVER OF NOTICE: Before or at any meeting of the Board, any Director may in writing waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.11 BOARD OF DIRECTOR'S QUORUM: At all meetings of the Board, a majority of Directors shall constitute a quorum for the transaction of business, and the act of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there is less than a quorum present, the Director present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without additional notice.

BK 10159 PG 1595

## ARTICLE VI
## OFFICERS

6.1 DESIGNATION: The Officers of the Association shall be a President, Vice President, Secretary/Treasurer, all of whom shall be elected and from the Board.

6.2 ELECTION OF OFFICERS: The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board.

6.3 REMOVAL OF OFFICERS: Upon the affirmative vote of a Majority of the Unit Owners at a meeting held for such purpose, any officer may be removed, either with or without cause, and his successor may be elected at such meeting or at any special meeting called for such purpose.

6.4 PRESIDENT: The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and the Board. He shall

have all the general powers and duties which are usually vested in the office of President, including, but not limited to, the power to appoint committees from among the Owners to assist in the administration of the affairs of the Association.

6.5 VICE PRESIDENT: The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required from him from time to time to the Board.

6.6 SECRETARY/TREASURER: The Secretary/Treasurer shall keep the minutes of all meetings of the Board and of the Association. He shall have charge of such books and papers as the Board may direct, and he shall in general, perform all the duties incident to the offices of Secretary/Treasurer. The Secretary/Treasurer shall also compile and keep up to date a Unit Owners Register which shall contain a complete list of Memebers and their last known addresses. Such Register shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times. The Secretary/Treasurer on behalf of the Association, shall be required to make available to Unit Owners, lenders and holders, insurers and guarantors of the first mortgage on any Unit, and to prospective purchasers, current copies of the Declaration, By-Laws and any other rules governing the Project, and other books, records and financial statements of the Association. The Secretary/Treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such as directed by resolution of the Board, provided, however, that a resolution of the Board shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board, including authority to keep proper books of account, cause an annual statement of the Association's books to be made at the completion of each fiscal year, prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting and deliver a copy of each to the Members, and perform all other duties assigned by the Board. All disbursements of the Association funds shall be made upon the signatures of any two (2) of the officers.

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## ARTICLE VII

## INDEMNIFICATION OF OFFICERS AND DIRECTORS

7.1 INDEMNIFICATION: The Association shall indemnify every Director or Officer, his heirs, executors, administrators, personal representatives and assigns against all loss, cost and expenses, including counsel fees, reasonable incurred by him in connection with an action, suit or proceeding in which he may be made a party by reason of his being or having been a Director or Officer of the Association, except in matters of gross negligence or willful misconduct. In the event of settlement, indemnification shall be provided only in connection with such matters in which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or officer in relation to the matter involved. The foregoing right shall not be exclusive of any rights to which such Director or Officer may otherwise be entitled. All liability , loss, damage, cost and expenses incurred or suffered by the Association in connection with the foregoing indemnification provision shall be treated and handled by the Association as common expenses, proved, however, nothing contained in this Article VII shall be deemed to obligate the Association to indemnify any Member who is or has been a Director or Officer of the Association, with respect to any duties or obligations voluntarily assumed or liabilities incurred by him under and by virtue of the Declaration as a Member or Unit Owner.

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## ARTICLE VII

## OBLIGATIONS OF THE OWNERS

8.1 ASSESSMENTS: All Owners shall be obligated to pay the Monthly Assessments and any other special assessments imposed by the Association to meet the Common Expenses. Assessments shall be made and shall be payable in the amounts and at the times set forth in the Declaration. A Member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of Member only if he is current in the payment of assessments made or levied against him and the Unit owned by him.

8.2 MAINTENANCE AND REPAIR:

a. Every Owner must perform promptly at his own expense all maintenance and repair work within his own Unit or attributable to his own Unit as required by the terms hereof or by the Declaration.

b. All repairs of internal installation of the Unit, the patio, painting, water, light, gas power, sewage, telephone, air conditioning, sanitary installations, doors, windows, glass, hot water heaters, electrical fixtures and all other accessories, equipment and fixtures belonging to the Unit shall be at each Unit Owner's expense.

c. An Owner shall be obligated to promptly reimburse the Association, upon receipt of a statement thereof, any expenditures incurred by it in repairing or replacing any Common Elements damaged by his negligence or by the negligence of his tenants, agents, licensees and invitees.

8.3 MECHANIC'S LIEN: Each Owner agrees to indemnify and to hold each of the other Owners harmless from any and all claims arising from mechanic's liens filed against other Condominium Units and the appurtenant Common Elements, for labor, materials, services or other products incorporated into the Owner's Unit. In the event suit for foreclosure of such a lien is commenced, such Owner shall be required within ninety (90) days thereafter to bond and/or otherwise discharge such lien in accordance with the provisions of Oklahoma law. In the event such bond or monetary deposit made to discharge any such lien shall be insufficient to satisfy the amount of such claim (including interest, court costs and attorney's fees) as finally adjudicated, and deficiency shall be paid forthwith by the subject Owner. If the subject Owner fails to pay such deficiency, the Association may, but shall not be obligated to make such payment, and if so paid, the amount thereof being the debt of the Owner and lien in favor of the Association against his Unit which may be foreclosed as is proved in the Declaration or a is otherwise provided by law.

8.4 GENERAL:

a. Each Owner shall comply strictly with the provisions of the Declaration.

b. Each Owner shall always endeavor to observe and promote the cooperative purposes for which the Project was built.



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8.5 INTERNAL CHANGES: An Owner shall not make structural modifications or alterations to his Unit or to the installations located therein without previously notifying the Association in writing through the President of the Association and receiving approval from the Board. The Board shall the obligation to answer within thirty (30) days after such notice. Failure to so answer within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

8.6 USE OF GENERAL COMMON ELE MENTS AND LIMITED COMMON ELEMENTS: Each Owner may use the General Common Elements and the Limited Common Elements in accordance with the purposes for which they were intended, all as set forth in the Declaration.

8.7 RIGHT OF ENTRY:

a. An Owner shall grant the right of entry to any person authorized by the Board in case of an emergency originating in or threatening his Unit, whether the Owner is present at the time or not.

b. An Owner shall permit other Owners, or their representatives, when so required, to enter his Unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance an that such entry is at a time convenient to the Owner. In case of an emergency, such right of entry shall be immediate.

8.8 RULES AND REGULATIONS:

a. All Owners shall promptly and completely comply with each of the rules and regulations herein contained or hereinafter properly adopted for the utilization of the Common Elements in order for all owners and their guests to achieve maximum utilization of such facilities consonant with the rights of each of the other Owners thereto.

b. No Unit shall be used or occupied in such a manner as to obstruct or interfere with the enjoyment of occupants of adjoining Units, nor shall any nuisance or immoral or illegal activity be committed or permitted to occur in or any Unit or upon any part of the Common Elements.

c. No part of the Common Elements shall be obstructed so as to interfere with its use for the purposes herein set forth and as set forth



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in the Declaration, nor shall any part of the Common Elements be used in any manner which causes an increase in the premium rate for hazard and liability insurance coverage.

d. No unattended vehicle shall at any time be left in the Access Easement in such a manner so as to impeded the passage of traffic or to impair proper access to any of the Units.

e. No Owner, resident or lessee shall install wiring for electrical or telephone installation, television antennas, machines or air conditioning units or any other devices whatsoever on the exterior of any Unit or which protrude through the interior walls, without prior approval from the Board.

f. Except as may be specifically authorized by the Declaration, no Owner or other occupant of any Unit shall make any alterations, modifications or improvements to the Common Elements without the consent of the Association.

g. Reasonable and customary regulations for the use of the Common Elements may be promulgated hereafter and publicly posted and mailed or delivered to each Unit Owner. Owners and occupants of Units shall at all times comply with such regulation.

8.9 DESTRUCTION OR OBSOLESCENCE: Each Owner shall, if necessary, execute a written power of attorney in favor of the Association, irrevocably appointing the Association his Attorney-In-Fact to deal with the Owner's Unit upon its destruction, obsolescence or condemnation as is provided in the Declaration.

## ARTICLE IX
## AMENDMENTS TO BY-LAWS

9.1 AMENDMENTS TO BY-LAWS

a. After the expiration of the Declarant Control Period, these By-Laws may be amended by the Association at a duly constituted meeting called for such purpose, and no amendment shall take affect unless approved by Owners



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representing at least seventy-five percent (75%) of the aggregate interest of the undivided Ownership of the Common Elements. In no event shall the By-Laws be amended to conflict with the Declaration. In the event of a conflict between the two documents, the Declaration shall control. In no event shall the By-Laws be amended to conflict with the Act.

b. Until the expiration of the Declarant Control Period, these By-Laws may be unilaterally emended by the Declarant to correct any clerical or typographical error or omission, or to change any provision to meet the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans' Administration, Federal Housing Administration or the Act.

## ARTICLE X
## MORTGAGES

10.1 NOTICE TO ASSOCIATION: An Owner who mortgages his Unit shall notify the Association through the President of the Association shall maintain such information in a book entitled "Mortgages of Condominium Units".

10.2 NOTICE OF UNPAID ASSESSMENTS: The Association shall, at the request of a Mortgage, a prospective Mortgagee or a prospective Grantee of a Unit, report any unpaid assessments due from the Owner of each Condominium Unit in accordance with the provisions of the Declaration.

## ARTICLE XI
## COMPLIANCE

11.1 LEGAL REQUIREMENTS: These By-Laws are set forth to comply with the requirements of the Act and if any of these By-Laws conflict with the provisions of the Act, the provisions of the Act will control.



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## ARTICLE XII
## NON-PROFIT CORPORATION

12.1 NON-PROFIT PURPOSE: the Association is a non-profit corporation. No Unit Owner, Member of the Board or other person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as a salary or as compensation to, or distributed to or inure to the benefit of any Member of the Board, provided, however, always that (i) reasonable compensation may be paid to any Member while acting as an agent or employee of the Association for services actually rendered in effecting the purposes of the Association, (ii) any Member of the Board may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association and (iii) Common Profits may be distributed as authorized by the Declaration

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## ARTICLE XIII
## PRINCIPAL OFFICE

13.1 LOCATION: The principal office of the Association shall be located at such suitable and convenient place as may be permitted by law and as is designated by the Directors.

## ARTICLE XIV
## EXECUTION OF INSTRUMENTS

14.1 AUTHORIZED AGENTS: The persons who shall be authorized to execute any and all instruments of conveyance or encumbrances, including promissory notes, shall be the President of Vice President and the Secretary/Treasurer.

## CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the Amended By-Laws of WILLOWHILL HOME OWNERS ASSOCIATION, INC., an Oklahoma non-profit corporation, as adopted by the initial Board of Directors at its meeting on the 20th day of February, 2009.

IN WITNESS WHEREOF, I, hereunto set my hand this 20th day of February, 2009.

WILLOWHILL HOME OWNERS ASSOCIATION, INC.

By _____
Brent Taylor, President

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STATE OF OKLAHOMA )
) ss.
COUNTY OF WASHINGTON )

The foregoing instrument was acknowledged before me this 20th day of February, 2009, by Brent Taylor, President of Willowhill Home Owners Association, Inc. on behalf of said corporation.

Vicky L. Tyndall, Notary Public
Commission No. 02011796

(SEAL)
My Commission Expires:
8-24-2010

_____
Notary Public

3650 Camelot Dr.
Bartlesville, OK 74006