

HIGHLAND PARK CONDOMINIUM HOMES

NAME OF CONDOMINIUM: HIGHLAND PARK CONDOMINIUM HOMES

LOCATION OF CONDOMINIUM: 1729 East Lindsey
Norman, Oklahoma

NAME OF DECLARANT: HIGHLAND PARK ASSOCIATES, LTD.

ADDRESS OF DECLARANT: 3900 N.W. 39th Expressway
Oklahoma City, Oklahoma 73112
(405) 947-5665

BROKER: Charles M. Chapman
3900 N.W. 39th Expressway
Oklahoma City, Oklahoma 73112

MANAGEMENT CORPORATION: TOM H. KNOTT & ASSOCIATES, INC.
3900 N.W. 39th Expressway
Oklahoma City, Oklahoma 73112

SPECIAL CONSULTANT: TOM GRAY
Investment Property Resources
3900 N. W. 39th Expressway
Oklahoma City, Oklahoma 73112

MORTGAGE BANKING: REALTY MORTGAGE CORPORATION
320 N. W. 10th
Oklahoma City, Oklahoma 73107

ATTORNEYS: LOUIS J. BODNAR
BODNAR & WILLIAMS, Attorneys
Penn Park Office Center
5015 N. Pennsylvania, Suite 100A
Oklahoma City, Oklahoma 73112

EFFECTIVE DATE: NOVEMBER 13, 1981

CONDOMINIUM OWNERSHIP PLAN
HIGHLAND PARK CONDOMINIUM HOMES

Highland Park Condominium Homes is a condominium, which is a form of joint ownership and control of real property. Each condominium owner actually owns the fee simple title to the space in his unit and an undivided interest in the common elements. The land in the development, sidewalks, access roads, all supporting walls in the buildings, the plumbing and air conditioning ducts are owned in common by all unit owners. The property owned in common is called the "common elements". Condominium owners are thus owners of real property rather than tenants and may negotiate their own mortgages covering their interest in the property. Owners of units are also entitled to the benefit of Oklahoma homestead exemption laws.

Condominium Description

Highland Park Condominium Homes is a condominium of one hundred ten (110) separate and private efficiency, one, two, and three bedroom units each with square footage ranging from 333 to 1,152 square feet located on 1729 East Lindsey in Norman, Oklahoma. The units are within a block of a large shopping center and are surrounded on three sides by a public park and new residential development. The units are close to 12th and Lindsey Streets and are one and one-half miles from the University of Oklahoma campus. Your developer's prime concern was to provide luxurious ownership with close security and peace of mind.

Common Elements

Each unit owner, his family and guests, has a non-exclusive right of access, use and enjoyment of travel over and through the common elements, and this right is a part of the property interest each owner has in his condominium unit. The association of condominium owners has the right to adopt rules and regulations concerning the use of the common elements. The association, which is made up of the separate owners with each owner having an equal vote, is the purest form of democracy and self government. The association is also responsible for the upkeep and maintenance of the common elements, with the exception of interior walls and fixtures. For example, the association would be responsible for any repairs required to the parking area and for the landscaping of the front yards. Payment for the upkeep of the common elements is made through the levy of an assessment by the association. This is, in effect, the owners' determination to assess themselves for the maintenance of the buildings and common elements.

Owners' Association

The owners' association is or will be a non-profit Oklahoma corporation whose members will be the unit owners. The members of the association have voting rights similar to stockholders with the number of votes based on the number of units owned, one vote per unit. Each owner will pay his pro rata share of the total assessment which will be payable in monthly installments of one-twelfth of such pro rata assessment. The duties and powers of the association are to maintain the common elements, establish, levy, assess and collect assessments or charges for the maintenance of the common areas. The association will also have certain architectural control over each of the units in the condominium. Rules and regulations concerning architectural control are intended to insure that each of the buildings in the condominium unit is compatible with the others.

Taxes

Each condominium owner will be taxed separately on his condominium unit. This tax will be assessed against the unit and the condominium ownership interest in the common elements. We feel that the condominium unit could be established in such a way that the association itself, since it will not actually own the common areas, will not be taxed as a separate entity. Therefore, there would not be a double taxation on the property within the condominium unit.

Insurance

Public liability insurance will be maintained by a comprehensive policy purchased by the association. The policy will name all owners of units in the condominium as insureds as well as the association.

The association also purchases and carries fire and extended coverage insurance which will have as high a rate of insurable replacement cost as is available. The association is named as insured and trustee for the benefit of all the owners in the condominium. Mortgagees of the respective condominium units are shown in the policy, as their interests may appear. Upon damage to any of condominium units or the common elements, the proceeds are paid to the association for the benefit of the owners, mortgagees and others, as their interests may appear.

Each owner of a condominium unit is solely responsible for insurance on the contents of his condominium unit.

Restrictions on Use

The use of each condominium unit will be restricted to use as a single family dwelling. A condominium owner would not be allowed to separately apply for a change in zoning without the consent of all of the other unit owners.

Conclusion

The foregoing is an outline of some of the points involved in condominium ownership. The foregoing outline, therefore, should not be relied upon as a complete representation of all matters concerning condominium ownership. The declaration with the By-laws of the association attached thereto, the Articles of Incorporation of the association, a proposed initial annual budget, a table showing the relative ownership the owner of each unit has in the common elements and the anticipated assessments against each unit under the proposed budget, the proposed Rules and Regulations, a standard form of contract for the sale of a unit, and a form of warranty deed to be used in conveying the units are attached to this brochure for your review.

HIGHLAND PARK CONDOMINIUM HOMES

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Homes

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HIGHLAND PARK CONDOMINIUM HOMES

This Declaration is made this 24th day of November, 1981, by Highland Park Associates, Ltd., an Oklahoma Limited Partnership ("Declarant"), with reference to the following facts:

1. Declarant is the owner of certain real property located in Norman, Cleveland County, State of Oklahoma, more particularly described as follows:

Lot Three (3) in Block Five (5) of COLONIAL ESTATES NO. 6, SECTION 1, to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

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

3. Declarant desires and intends to sell and convey interests in the Land and Improvements to various persons subject to the protective restrictions, conditions, covenants, reservations, liens and charges set forth in this Declaration, and for this purpose, desires to submit the Land and Improvements to the provisions of the Oklahoma Unit Ownership Estate Act, 60 Okla. Stat. Section 501 et seq. (Supp. 1975).

NOW THEREFORE, Declarant hereby declares that all the Land and Improvements are held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations, covenants, conditions, restrictions, reservations, liens, and charges, all of which are hereby declared and established and agreed to be in furtherance of a general plan for the sale of Unit Ownership Estates, as defined in 60 Okla. Stat. Section 503(g) (1971), and all of which are declared, and established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Land and Improvements. All of said limitations, covenants, conditions, reservations, liens, charges, and restrictions are hereby established and imposed upon the Land and Improvements for the benefit thereof and for the benefit of each and every individual unit hereinafter described and of each owner of one or more Units, as that term is hereinafter defined, and the owners of any interest of any kind or character in the Land or Improvements, or any portion thereof.

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

ARTICLE I

DEFINITIONS

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

1. Articles: "Articles" shall mean the duly adopted Articles of Incorporation of the Association, as filed and as the same may be amended from time to time, a copy of which is attached hereto as Exhibit 1 and made a part hereof.

2. Association: "Association" shall mean and refer to Highland Park Condominium Owners' Association, Inc., an Oklahoma non-profit corporation, its successors and assigns.

3. By-Laws: "By-Laws" shall mean the duly adopted by-laws of the Association, a copy of which is attached hereto as Exhibit "2" and made a part hereof, as the same may be amended, changed and modified from time to time.

4. Board of Directors: "Board of Directors" or "Board" shall mean the Board of Directors of the Association.

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

6. Common Elements: "Common elements" means the following elements of the Property:

- a. The land, including the air above such land.
- b. The foundations, columns, girders, beams, supports, main supporting walls, roofs, fireplaces, fire escapes, and entrances and exits of the buildings.
- c. The yards, gardens, fences, access to parking areas, roadways, parking structures and storage areas and facilities.
- d. Installations of central services including power, light, gas, hot and cold water, heating, refrigeration and air conditioning.
- e. The tanks, pumps, motors, fans, compressors, ducts, and, in general, all apparatus and installations existing for common use.
- f. All other parts of the Property necessary or convenient to its existence, maintenance, or safety, and normally in common use.

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

- a. Expenses of administration, maintenance, repair or replacement of Common Elements.
- b. Expenses agreed upon as common by all Unit Owners acting through the Association, or properly and lawfully assessed by the Association.
- c. Expenses declared common by the provisions of the Oklahoma Unit Ownership Estate Act or by the By-Laws.

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

9. Declarant: "Declarant" means Highland Park Associates, Ltd., an Oklahoma Limited Partnership, its successors and assigns.

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

11. Limited Common Elements: "Limited Common Elements" means those parts of the Common Elements reserved for use by the Owner or Owners of a certain Unit, to the exclusion of the Owners of other Units, and includes the structural and other commonly used components of each building and the utilities, sewers, power, water and other common lines running through the walls, ceilings,

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attic or floor of each unit for the service of the other units; and where applicable, the doorways, window ledges, any yards, drives, courtyards, patios, or terraces, shown on "Exhibit A & B reserved for the exclusive use of one or more units.

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

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

14. Unit: "Unit" means an individual air space unit which is contained within the perimeter walls, floors, ceilings, including windows and doors of such unit, and including the electric forced air conditioning and heating unit contained separately in each unit as well as fixtures within said perimeter walls, which air space unit includes the space enclosed by the exterior surface of the perimeter walls, to include the dry-wall or plaster, all non-structural interior dividing walls and partitions, and the decorated inner surfaces of all interior structural walls, floors, and ceilings consisting of wallpaper, paint, plaster, carpeting, tiles and other finishing fixtures and materials, appliances and equipment affixed or installed for the sole and exclusive use and enjoyment of a particular unit commencing at the point of disconnection from the structural body of the building and from utility liens, pipes, or systems serving any unit, and which air space unit is as shown on the plans filed herewith as "Exhibit B", together with all improvements therein contained (but not including any of the structural components of the building in which such unit is located) and the means of access to the common space leading to a thoroughfare as shown on Exhibit A & B.

15. Air Space Unit: "Air Space Unit" means any unit situated in the air space above any unit or located on the second floor in a two story building and dependent upon the support of such other unit to remain in such second story location together with an easement for support which is hereby created in all of the common elements of each building, constituting the structural portions thereof and all other pipes and utility lines and services necessary to the use, occupancy, ingress and egress to and of such air space units.

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

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

18. Single Family: "Single Family" shall be defined as a family in a traditional sense of the word, as either single individuals living alone, married individuals or adults living together, and/or any persons related to such single or married individuals or adults by blood, and shall not be defined as any communal living of any type.

ARTICLE II

DESCRIPTION OF BUILDINGS

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

ARTICLE III

The Unit Designations and a particular description of each Unit subject hereto is contained on Exhibits "C" and "D", respectively attached hereto and made a part hereof.

ARTICLE IV

GENERAL COMMON ELEMENTS

The General Common Elements include all Common Elements except those specifically defined as Limited Common Elements in Article V hereof. (See Exhibit A&B attached hereto.)

ARTICLE V

LIMITED COMMON ELEMENTS - DEED DESCRIPTION

The Limited Common Elements are each Unit Owner's appurtenant rights to the parking areas, patios, and/or balconies corresponding to his Unit, as described on Exhibit A&B, and the appurtenant rights to such Unit's interior walls.

ARTICLE VI

PROPORTIONATE INTERESTS IN COMMON ELEMENTS

The proportionate interest of each Unit Owner in the Common Elements is shown on Exhibit "D" attached hereto and made a part hereof. Each Unit Owner shall be entitled to the undivided interest in the Common Elements in the ratio shown on such exhibit, which ratio is based on the fair value of each Unit in relation to the value of all Units subject hereto.

Any deed conveying unit ownership estates shall contain the undivided interests in the common elements which appertain to the Unit.

ARTICLE VII

SERVICE AGENT

The name of the person to receive service of process in actions against the Association is Louis J. Bodnar, Bodnar & Williams, Attorneys, and his address is Penn Park Office Center, 5015 N. Pennsylvania, Suite 100A, Oklahoma City, Oklahoma, 73112.

ARTICLE VIII

AMENDMENT OR REVOCATION OF DECLARATION

1. General Amendment. The Declaration may be amended in the manner provided by law or by minimum 75% vote and consent of the Unit Owners voting in person or by written proxy at a meeting of the members of the Association duly called and held for that purpose, and any such amendment shall become effective upon the filing, with the office of the Registrar of Deeds of Cleveland County, Oklahoma, of an instrument in writing setting forth such amendment executed by such Unit Owners and duly endorsed, executed and acknowledged by the president of the Association, as the act and deed of the Association, and attested by the secretary or assistant secretary thereof. Provided, however, that no such amendment shall make any change in the requirements for insurance made herein, nor in any way affect the security interest of any mortgage holder unless the owners of all recorded mortgages upon any Unit or the Property shall have thereto consented in writing.

This Declaration shall not be revoked unless all of the owners and all of the holders of any recorded mortgage or lien covering or affecting any or all of the units unanimously consent and agree to such revocation by instrument(s) duly recorded.

2. Special Amendment. Declarant hereby reserves and is granted the right and power to record a Special Amendment to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering units. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to make, execute, and record Special Amendments. No Special Amendment made by Declarant shall affect or impair the lien of any first mortgage upon a Unit or any warranties made by an Owner or first mortgagee in order to induce any of the above agencies or entities to make, purchase, insure, or guarantee the first mortgage on such Owner's Unit.

ARTICLE IX

RESTRICTIONS AS TO

No gainful occupation in any unit.

1. Single Family Use. The Units are intended for and restricted residences, and the Units shall be occupied by a family and its servants. A Unit shall not be subdivided into any part less than the whole thereof and shall not be transferred. No gainful occupation, professional or other non-residential activity shall be carried on in any Unit.

2. Signs and Billboards. No signs or billboards shall be permitted on the Property except as may be permitted by the Board of Directors, except that the provisions of this section shall apply to the Declarant placing signs to identify the Property.

3. Animals. No animals, other than a reasonable number of generally recognized house pets, shall be maintained in any Unit, and then, only if kept solely as household pets and not kept, bred, or raised for commercial purposes, and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No more than one household pet may be kept without written permission of the Association. No pets may be permitted to run loose within the project and any owner who causes any animal to be brought or kept within the project shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Upon the request of any Unit Owner, the Board of Directors shall determine, in its sole discretion, whether for the purposes of this section a particular animal kept in a Unit shall be considered to be a house pet and whether the number of pets in any Unit is unreasonable.

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

insurance rates, nor shall waste of any type be committed. A majority vote of the Association membership shall constitute prima facie evidence as to questions of nuisance or annoyance.

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

6. Right to Rent. After the initial sale or transfer of a unit or units by Declarant, an owner shall have the right to rent his entire, and not less than the entire unit for a term of not less than thirty (30) days; provided, if any mortgagee forecloses on any unit, said mortgagee shall have the right to rent said unit upon such terms as it deems advisable until the unit is sold. In the event of such sale, the buyer shall be subject to the terms of this paragraph. Notwithstanding any of the foregoing, the right of Declarant to rent or lease units until their initial transfer to an owner is hereby specifically reserved. Any lease agreement is required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and the By-Laws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases are required to be in writing.

7. Declarant Business Office; Model Units. Declarant and its employees, representatives, and agents may maintain a business and sales office, model units, and other sales facilities necessary or required until all of the units are sold. Declarant is hereby granted use of the clubroom, grounds and any other common elements as needed in carrying out its sales activities.

8. Mineral Drilling. No drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons within the project shall be permitted.

9. Refuse Storage; Growth. The storage of trash, ashes, or other refuse except in normal receptacles is prohibited, nor may weeds, underbrush or other unsightly growths be permitted to grow or remain on general common or limited common elements. No trash, ashes or other refuse may be thrown in any other owner's unit or common element.

10. Vehicle Parking and Storage. No trucks, boats, campers, recreational vehicles, motor homes or large commercial vehicles, nor any vehicle in the process of being repaired or otherwise presently inoperable, shall be stored or parked on general common or limited common elements within the project; the operation of all vehicles on the project are subject to the By-Laws, rules and regulations of the Association.

11. View From Common Elements or Unit. All clothes-lines or drying yards, garbage cans, equipment, coolers, or storage piles shall be located as not to be visible from the general common elements or any other unit within the project.

12. Tanks. No elevated tanks of any kind shall be erected, placed or permitted on any unit, or general common or limited common elements.

13. Radio Transmitting Device. No radio transmitting device shall be allowed on any unit with an exposed or exterior antenna placed or maintained on any common element, limited common element, or on the roof of any unit.

14. Temporary Structure. No trailer, tent or shack shall be erected, placed or permitted, nor shall any structure of a temporary character be used at anytime as a residence without the prior written consent of the Association.

ARTICLE X

INSURANCE

1. Public Liability Insurance. Comprehensive public liability insurance shall be purchased by the Association and shall be maintained in full force and effect at all times. Such insurance shall be obtained from reputable insurance companies authorized to do business in the State of Oklahoma. The amount of coverage shall be determined by the Board from time to time so as to provide such coverage as the Board may deem prudent, provided, however, that the minimum amounts of coverage shall be \$100,000.00 for any one accident or occurrence, and \$300,000.00 for property damage. The premiums shall be paid from the assessments levied and collected pursuant to this Declaration. Such policy shall name all Unit Owners as insureds, and also name, as additional insureds, such persons or entities, including the Association, the Board, and any agents or employees of the Board, as the Board may deem necessary or required in order to insure the Association, the Board, the Unit Owners and their respective agents, guests and invitees, against liability to the public, the Unit Owners, their guests, tenants, family members and invitees, or any other persons, whomsoever, in connection with any damage or injury occurring on the Property or resulting or arising as a result of the ownership or use of the Property or any part thereof. Provided, however, such insurance shall not insure against loss caused by injuries to Unit Owners or members of their households occurring in their own Unit. Such policy shall otherwise be in such form and content and contain such endorsements as the board may deem appropriate.

2. Fire and Extended Coverage Insurance. A blanket fire insurance policy shall be purchased by the Association and shall be maintained in force at all times, the premium thereon to be paid from the assessments levied against each of the Unit Owners in accordance with this Declaration. Such insurance shall be carried with reputable insurance companies qualified to do business in the State of Oklahoma with at least a class VI rating (Best's) and shall insure against loss from fire and such other hazards as the Board may deem appropriate, and shall insure all structures and improvements upon the Property and all personal property owned by the Association or jointly by all the Unit Owners as tenants in common for not less than one hundred percent (100%) of the full insurable replacement cost value thereof (as determined annually by the Board in conjunction with the insurance company issuing such policy). Such policy shall contain vandalism and malicious mischief coverage, together with such other coverage, endorsements, and adjustment clauses as the Board deems appropriate. Such policy shall name the Association as insured, as trustee for the benefit of all the Unit Owners. Such policy shall name the respective mortgagees of the Unit Owners, as their respective interests may appear, and shall provide for the issuance of certificates or such endorsements evidencing the insurance as may be required by any insured or any insured's mortgagee. The Board may select such deductible, franchise, or franchise deductible provisions which, in its opinion, are consistent with good business practices in connection with the purchase of such policy.

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

4. Additional Insurance. The Association may, at its option, purchase and maintain in force at all times, demolition insurance in adequate amounts to cover demolition in the event of destruction of the buildings, or any of them, and the decision not to rebuild. The premium therefor shall be paid from the assessments levied against all Unit Owners in accordance with this Declaration. Such policy, if purchased, shall contain a determinable demolition clause, or similar clause, to allow for coverage of the cost of demolition in the event of destruction and the

decision not to rebuild. The Association shall also purchase and maintain workman's compensation insurance to the extent that the same shall be required by law for employees of the Association. The Association shall also purchase and maintain fidelity bonds, insurance on commonly owned personal property, and such other insurance as it may deem necessary, the premiums therefor to be paid from the assessments levied against all of the unit Owners in accordance with the provisions of this Declaration.

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

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

7. Mortgagee Clause, Modification or Cancellation, and Notice. Such policy or policies of insurance above stated shall provide that same cannot be cancelled or substantially modified until after ten (10) days' prior written notice is first given to the Association and each first mortgagee. All policies of hazard insurance must contain or have attached the standard mortgagee clause commonly accepted by private institutional mortgage investors in the area in which the mortgaged premises are located. First mortgagees will be given immediate notice of any substantial damage or loss, to, or taking of, the common elements of the project if such loss or taking exceeds \$10,000 or damage to a unit covered by a mortgage purchased in whole or in part by Federal Home Loan Mortgage Corporation exceeds \$1,000.00.

ARTICLE XI

DESTRUCTION OF IMPROVEMENTS

1. Repair and Restoration. Except as hereinafter provided, damage to or destruction of any or all of the Buildings shall be promptly repaired and restored by the Association, using the proceeds of insurance, if any, on the Building or Buildings damaged or destroyed for that purpose, and all Unit Owners shall be liable for assessments for any deficiency; provided, however, that upon the occurrence of the substantially total destruction of all the buildings, or if 75% of the Unit Owners duly resolve not to proceed with the repair or restoration, then in that event, the Property, or so much thereof as shall remain, shall be subject to partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of insurance policies, if any, shall be considered as one fund and shall be divided among all Unit Owners on the basis of the percentage ownership of the Common Elements, as shown on Exhibit "D", after first paying, out of the respective shares of Unit Owners, to the extent sufficient for that purpose, all liens on the Unit of each Unit Owner. The Board, their agents, and employees shall have an easement to enter Units to make repairs to Common Elements, or when repairs reasonably appear to be necessary for public safety or to prevent damage to property other than the Unit.

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

3. Restoration of Interior of Units. Restoration and repair of any damage to the interior of any individual Unit shall be made by and at the individual expense of the Owner of that Unit, and, in the event of a determination to rebuild after partial or total destruction, shall be completed as promptly as practical and in a lawful and workmanlike manner.

4. Notice of Damage. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the holder of any first mortgage on a Unit shall be entitled to timely written notice of any such damage or destruction.

ARTICLE XII

MEMBERSHIP IN ASSOCIATION

1. Qualifications. Each of record Unit Owner shall be a member of the Association and shall be entitled to representation in the Association on a one vote per unit owned basis, all as may be specifically shown in Exhibit "D" attached hereto and made a part hereof. If a given Unit is owned by more than one of record owner, all such owners shall be members of the Association; provided, however, that for the purpose of representation of such Unit with regard to the affairs of the Association and the voting of the members of the Association, such Units shall be represented by and entitled only to the representation shown on the attached Exhibit "D", which vote shall be exercised and cast in accordance with the provisions of the Declaration and the By-Laws. Ownership of a unit shall be the sole qualification for membership in the Association.

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

3. Membership Rights of Declarant. Until such time as Declarant shall have transferred title to 75% of the Units, Declarant shall be entitled to appoint or elect the Board of Directors. Upon the sale of the eighty-third Unit by Declarant, Declarant shall be entitled only to the representation specified in Exhibit "D" for the Units in which it retains ownership.

ARTICLE XIIIVOTING RIGHTS

1. Required Percentage of Vote. Whenever the Declaration, the By-Laws, or the Articles requires the vote, assent or presence of a stated percentage of Unit Owners with regard to the taking of any action or any other matter whatsoever, the requisite number of votes to constitute such stated percentage shall be the votes of Unit Owners whose aggregate interest in the units owned, as determined with reference to Exhibit "D" hereto, totals such percentage.

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

ARTICLE XIVDUTIES AND POWERS OF ASSOCIATION

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

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

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

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

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

(d) The Association may, at its option, employ a manager, independent contractors, and such other employees as it deems necessary and prescribe their duties, and enter into contracts and agreements, all for the purpose of providing for the

performance of the business, powers, duties and/or obligations of the Association, or any portion thereof. Such manager, if any, and all employees shall have the right of ingress and egress over and access to, such portions of the Property as may be necessary in order for them to perform their obligations. Any agreement for professional management of the condominium project, or any other Contract providing for services by the declarant must provide for termination by either party without cause on payment of a termination fee on 90 days or less written notice and 30 days with cause and a maximum contract term of three years. Provided, however, that any decision of the Association to terminate professional management and assume self-management shall be implemented after prior written approval of each institutional holder of a first mortgage lien upon all units.

(e) The Association, at any time, and from time to time, may establish, in accordance with the By-Laws, such uniform rules and regulations as the Association may deem reasonable in connection with the use, occupancy and maintenance of the Units and the Common Elements by Unit owners and their family members, servants, tenants, guests and invitees, and the conduct of such persons with respect to vehicles, parking, bicycle use, use of recreational facilities, control of pets, and other activities which, if not so regulated, might detract from the appearance of the Property or be offensive to or cause inconvenience, noise or damage to persons residing in or visiting the Property. The Association shall send a copy of such rules and regulations, together with amendments and additions thereto, to each Unit Owner upon receiving written notice of his status as an Owner.

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

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

3. Records. The following records and auditing requirements shall be made:

(a) The Board of Directors shall keep or cause to be kept records with detailed accounts of the receipts and expenditures affecting the project and its administration and specifying the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association. The records so kept shall be available for inspection by all owners and mortgagees at convenient hours on working days.

(b) Auditing. All records shall be kept in accordance with accepted accounting procedures.

ARTICLE XV

ASSESSMENTS

1. Creation of Lien and Personal Obligation of Assessments. Each Unit Owner, by acceptance of a deed to a Unit, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) regular monthly assessments or charges, (2) special assessments for capital improvements, and (3) emergency assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular monthly, special and emergency assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and a lien on the Unit against which each such assessment is made, and all appurtenances thereto, which lien is created and shall be enforced in accordance with the provisions of this Article. Each such assessment (and all other assessments levied in accordance with this Declaration), together with late charges, interest, costs, penalties, and reasonable

attorney's fees, as provided for by this Declaration, shall also be the joint and several personal obligation of each person who was an Owner of such Unit at the time when such assessment fell due.

2. Regular Monthly Assessments.

(a) Regular Monthly Assessment. As soon as is reasonably practicable after the election of the first Board, the Board shall set the monthly assessments to be assessed for the initial fiscal year against each Unit for the purposes hereinafter specified. Monthly assessments shall be for the period running from the first day of a calendar month to and including the last day of the calendar month. Such assessments for the period ending on the last day of any calendar month shall be due and payable by the Unit Owners in advance on the first day of such month. Subject to the provisions of Section 2(b) of this Article, the total of such assessments for all Units for each fiscal year shall total the estimated expenses of the Association in carrying out the obligations described herein for such fiscal year.

(b) December 31 Assessment. On December 31 of each year the Board shall meet and determine the total amount of all accrued and unpaid bills for the fiscal year ending on that date. Notwithstanding the provisions of Section 2(a) of this article, the Board shall then set the monthly assessment for each Unit for the period ending December 31 with reference to the amount of accrued bills which remain unpaid for the fiscal year. The monthly assessment for any Unit for the month ending December 31 shall equal a portion of such charges found by multiplying the total of such charges by each Unit's undivided interest in the Common Elements, as shown in Exhibit "D", attached hereto. At the same time the Board shall set the regular monthly assessment for the succeeding fiscal year.

(c) Fiscal Year. The initial fiscal year of the Association shall run from the date on which the Articles are filed with the Secretary of State of Oklahoma to the next succeeding December 31. The succeeding fiscal years of the Association shall run from January 1 through December 31.

(d) Increase in Monthly Assessments. For each fiscal year following the initial fiscal year of the Association, the regular monthly assessment may be increased prior to, but effective as of, the beginning of such fiscal year, by the Board without a vote of the members of the Association, provided that any such increase shall not be more than 50 percent of the regular monthly assessment in effect during the previous year. The term "regular monthly assessment," as used herein, shall mean that monthly assessment set at the beginning of the fiscal year by the Board, without reference to the assessment to be set on December 31 in accordance with the provisions of Section 2(b) of this article.

(e) Increase in Monthly Assessment by Association. From and after the end of the initial fiscal year of the Association, the regular monthly assessment may be increased by the Board in an amount greater than provided for in subsection (c) of this section for the succeeding fiscal year, such increase to be made prior to but effective as of the beginning of such fiscal year, provided that any such change shall first be approved by at least 80 percent of the members present in person or by proxy, and entitled to vote at a meeting held prior to the commencement of the fiscal year for which such increase is to be made and duly called for such purpose, at which a quorum is present, written notice of which will be sent to all members not less than 10 days or more than 30 days in advance of the meeting, setting forth the purpose of the meeting. Notice of increase pursuant to this section shall be given by the Board to each Owner prior to the commencement of the fiscal year for which such increase is to be effective.

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

3. Special Assessments For Capital Improvements. In addition to the regular monthly assessments authorized above, the Board may levy during any fiscal year special assessments applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement of a capital improvement to the Common Elements and personal property related thereto; provided that each such special assessment in excess of \$1,000.00 must first be approved by a vote of 75 percent of the Unit Owners present either in person or by proxy and entitled to vote at a meeting called for such purpose at which a quorum of the Association is present, written notice of which meeting shall be sent to all members not less than 10 days nor more than 30 days in advance of the meeting. Special assessments for capital improvements levied in accordance with this section shall be due and payable within 30 days of written notice thereof by the Board.

4. Special Emergency Assessments. In the event that the Board shall determine that its budget for any current month is or will become inadequate to meet all expenses for any reason, including nonpayment of any owner's assessment on a current basis, it shall immediately determine the appropriate amount of such inadequacy for such month and may levy an emergency assessment for the amount required to meet all such expenses on a current basis against the Owners of each Unit; provided, however, that any such emergency assessment in an amount exceeding \$1,000.00 must first be approved by 75 percent of the Unit Owners, present either in person or by proxy and entitled to vote at a meeting called for such purpose at which a quorum is present, written notice of which meeting shall be sent to all members not less than 10 days nor more than 30 days in advance of the meeting. Emergency assessments levied in accordance with this section shall be due and payable within 30 days of written notice thereof by the Board.

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

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

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

(i) Enforcement by Suit. The Board may cause a suit to be commenced and maintained in the name of the Association against any Owner or Owners, or any of them, personally obligated to pay assessments for such delinquent assessments for which they are personally obligated. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of 10% per annum from and after the date of delinquency, late charges as provided for by this Declaration, court costs and reasonable attorneys fees in such amounts as the court may award. Suit to recover a money judgment for unpaid assessments shall be maintainable by the Board, or its authorized agent, without foreclosing or waiving the lien hereinafter provided for. Additionally, in the event that the mortgage on a unit should so provide, a default in the payment of an assessment shall be a default in such mortgage and if required by the mortgagee by written notice to the Association, the Board of Directors shall give notice of any default in payment of an assessment to the mortgagee.

(ii) Enforcement of Lien. Any assessment which remains unpaid on the date on which such assessment is due shall be a lien on the Unit for which such assessment is made and on all appurtenances thereto. To evidence such lien, the Board of Directors shall prepare a written notice of assessment lien setting forth the amount of such unpaid indebtedness, the name of the owner of the unit and a description of the unit. Such a notice shall be signed by one of the Board of Directors or by one of the officers of the Association and shall be recorded in the office of the County Clerk of Cleveland County, Oklahoma. Such lien for the common expenses shall attach from the due date thereof and impart notice to third parties from the date of the recording thereof. Such lien may be foreclosed by a suit instituted by the Association, its attorney or duly authorized agent. In any such foreclosure action the Unit Owner shall be required to pay reasonable rental for the use of his Unit during the pendency thereof. Such foreclosure may be with or without appraisal at the Association's option. The Association, or its duly authorized agent, shall have the power to bid in at the foreclosure sale and to acquire, hold, lease, mortgage and convey the Unit Ownership Estate acquired at such sale. Provided, however, in any such foreclosure sale the Association may not bid an amount in excess of any judgment rendered in its favor in such foreclosure action and satisfiable out of the proceeds of such sale. Any mortgagee holding a lien on a unit may pay, but shall not be required to pay, any unpaid common expenses payable with respect to such unit, and such payment shall not be deemed a waiver by the Association of default by the unit owner.

(b) Additional Costs Secured by Lien. In the event the lien described above is foreclosed, reasonable attorneys' fees as the court may award and court costs, abstracting fees, interest at the rate of 10% per annum from the date of delinquency, late charges as provided for by this Declaration, and all other costs and expenses shall be allowed to the Association.

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

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

(e) Purpose of Assessments. The assessments levied

by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the members of the Association, their guests and invitees, and in particular, shall be used for the purpose of improving, protecting, operating, repairing and maintaining the Common Elements and the facilities, improvements, landscaping and structures located thereon, and providing for the acquisition and maintenance of property, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Elements and the Units and otherwise providing for the performance by the Association of each and every power and duty of the Association. No part of the assessments or net earnings of the Association shall inure to the benefit of any unit owner or individual, except to the extent that unit owners receive the benefits from the maintenance, repair, operations, additions, alterations and improvements of and to the general common elements.

(f) Owner's Personal Obligation for Payment of Assessments. No owner may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his unit.

ARTICLE XVI

RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND TO THE COMMON AREAS

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

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

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

1.1 Easement for Encroachments. If any portion of the general or limited common elements encroaches upon a unit or units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist, regardless of whether such easement is shown on the plans. If any portion of a unit encroaches upon the general or limited common elements, or upon adjoining unit or units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the general or limited common elements or on the units.

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

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

4. Decoration and Maintenance of Unit Interiors. The Unit Owners may decorate the interiors of their Units in any manner they see fit, provided that no structural changes may be made to the Common Elements without the prior written consent of the Board. No Unit Owner shall cause any improvements or changes to be made on the exterior of any building, including painting or other decoration, the installation of awnings, shutters, electrical wiring or other things which might protrude through or be attached to the exterior walls of the Building. Each Unit Owner shall bear the cost of and be responsible for the painting, upkeep and maintenance of any and all interior walls, ceiling and floor surfaces, fixtures, painting, decorating and furnishings and all other accessories which such Unit Owner may desire to place or maintain in his Unit. An owner shall maintain and keep in repair the interior of his own unit, including the appliances and lighting fixtures thereof. All lighting fixtures, equipment and electrical wiring installed within the unit commencing at a point where the utilities enter the unit shall be maintained and kept in repair by the owner thereof. Maintenance and repair of water pipes, but not plumbing fixtures, shall be by the Association. The owner shall do no act nor any work that will impair the structural soundness or integrity of the building or impair any easement or hereditament, nor shall he make any changes to the individual yard, drive, patio or terrace, appurtenant to his unit, without written approval of the Association. An owner shall also keep the appurtenances to his unit in a clean and sanitary condition and be responsible for repairs caused by negligence or misuse of that owner to any limited common area of which he has beneficial use, in accordance with the terms of this paragraph. However, the Board of Directors shall have the right to do any necessary maintenance work or repairs to limited common elements if the owner fails to do so and assess the owner for the cost thereof.

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

6. Compliance by Owners. Each owner shall comply strictly with the provisions of this Declaration, the By-Laws of the Association and the rules, regulations, decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure and refusal after written notice to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in connection therewith and interest on all of such amounts at the highest lawful rate, which action shall be maintainable by the Managing Agent or Board of Directors in the name of the Association on behalf of the owners or, in a proper case, by an aggrieved owner.

7. Additional Provisions. Each Unit Owner's undivided interest in the Common Elements shall have a permanent character and the amount of each Unit Owner's interest shall not be altered without the consent of all Unit Owners and all of the holders of any recorded mortgage or lien expressed in a duly recorded amendment to this Declaration. Such interest shall not be separated from the Unit to which it is appurtenant and shall be deemed to be conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the deed or

other instrument of conveyance. The Common Elements shall remain undivided and no Unit owner or any other person shall bring any action for partition or subdivision of either the common elements or an individual unit.

8. Mortgage. An Owner shall have the right from time to time to mortgage or encumber his unit and the interests appurtenant thereto by deed of trust, mortgage or other instrument, but the lien created thereby shall be subject to the terms and provisions of this Declaration, and any mortgagee or other lienholder who acquires a unit through judicial foreclosure, public sale or other means shall be subject to the terms and conditions of this Declaration except as specifically excepted herefrom. Where the holder of a first mortgage of record or other purchaser obtains title to the unit ownership estate as a result of foreclosure of the first mortgage, such acquirer of title shall not be liable for the share of the common expenses or assessments chargeable to such unit which became due prior to acquisition of title to such unit by such acquirer.

9. Enforcement at Law or In Equity; Notice to Mortgagee of Uncured Default. The Association, or any owner or Declarant, so long as Declarant has a record interest in the covered property, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment hereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation; provided, however, that with respect to assessment liens and Association Rules, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any member to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association or any owner shall also have the right to enforce by proceedings at law or in equity the provisions of the Articles or By-Laws and any amendments thereto. A first mortgagee, upon request, will be entitled to written notification from the homeowners association of any default in the performance by the individual unit Borrower of any obligation under the unit ownership estate documents which is not cured within sixty (60) days.

10. Right of First Refusal; First Mortgagees. In the event a unit owner desires to sell, lease or rent his unit, he shall, prior to accepting any offer to purchase, lease or rent, give to the Association President or Vice President written notice of the terms and amount of such offer, including the name, address and current financial statement of the offeror, and other reasonable credit information required by the Association. If, within fifteen (15) days after service of such notice, the Association or any individual member of the Association submits to said unit owner an identical firm and binding offer in writing to purchase, lease or rent, said unit owner shall accept the latter offer in preference to the original offer described in said notice, and in the event the unit owner receives more than one offer from the Association and/or members of the Association, he may select any one of said offers which he will accept in preference to the original offer.

If no identical offer is submitted to the unit owner within said fifteen (15) day period, the unit owner may accept the original offer and the officers of the Association shall, upon request of said unit owner, execute any documents required by him, stating that he has complied with the provisions of this section of the Declaration, which shall be conclusive evidence of the truth of the facts therein recited.

The provisions of this section shall be continuing in nature and shall apply from time to time and to each and every offer received by any unit owner.

The provisions of this section shall not apply to or be enforceable by the Association or any person:

- (a) with respect to the original sale of any unit;
- (b) with respect to the transfer of title by reason of a gift of same to a member of the family of the unit owner; or
- (c) with respect to any mortgage foreclosure sale;
- (d) with respect to any first mortgagee who obtains title to the unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, but shall be binding and enforceable upon the successors in title by the occurrence of any of said events. Such option to purchase shall be subject and subordinate to any mortgage, and the right of the mortgagee thereunder now or hereafter affecting any such unit, including mortgages placed upon such unit subsequent hereto.

ARTICLE XVII

GENERAL PROVISIONS

1. Access to Units. The Association shall have the irrevocable right of access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of the Common Elements and facilities therein or accessible therefrom, for making emergency repairs therein necessary to prevent damage to the Common Elements and facilities or to another Unit or Units. Such rights shall be exercised by the Board or its duly authorized agent.
2. Enforcement. The Association, or any group of two or more Unit Owners, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Board or any group of Unit Owners to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. A waiver of any such right shall be only pursuant to an instrument in writing signed by the party to be charged with such waiver and shall be limited to the particular covenant, condition or restriction which is expressly set forth in such writing as being waived.
3. Use by Declarant. Notwithstanding any provision herein contained to the contrary, it shall be expressly permissible for Declarant to maintain, during the period of sale of Units, such facilities as, in the sole opinion of the Declarant, may be reasonably required, convenient or incidental to the sale of said Units, including, but not limited to, a business office, storage areas, signs, model units and sales offices.
4. Severability. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or enforceability of any one or more of the provisions hereof shall not affect the validity of the remaining provisions.
5. Successors and Assigns. This Declaration shall inure to the benefit of and be binding upon the successors and assigns of Declarant, and to the heirs, personal representatives, grantees, lessees, successors and assigns of the Unit Owners.
6. Remedies Cumulative. Each remedy provided by this Declaration for breach of any of the covenants, conditions, restrictions, reservations, liens, or charges contained herein shall be in addition to any other available remedy, whether provided for by law or in equity, and all of such remedies, whether provided for by this Declaration or otherwise, shall be cumulative and not exclusive.
7. Notices. Any written notice or other document relating to or required by this Declaration may be delivered personally or by mail. If by mail, such notice, unless expressly

provided herein or in the By-Laws to the contrary, shall be deemed to have been delivered and received three business days after a copy thereof is deposited in the United States Mail, postage prepaid, addressed as follows:

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

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

Tom H. Knott & Associates, Inc.
3900 N.W. 39th Expressway
Oklahoma City, Oklahoma 73112

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

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

Dated this 24th day of November, 1981.

"DECLARANT"

HIGHLAND PARK ASSOCIATES, LTD.

By C. Michael Chapman
C. Michael Chapman, General Partner

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 24th day of November, 1981, before me, the undersigned a Notary Public in and for the County and State aforesaid, personally appeared C. MICHAEL CHAPMAN, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

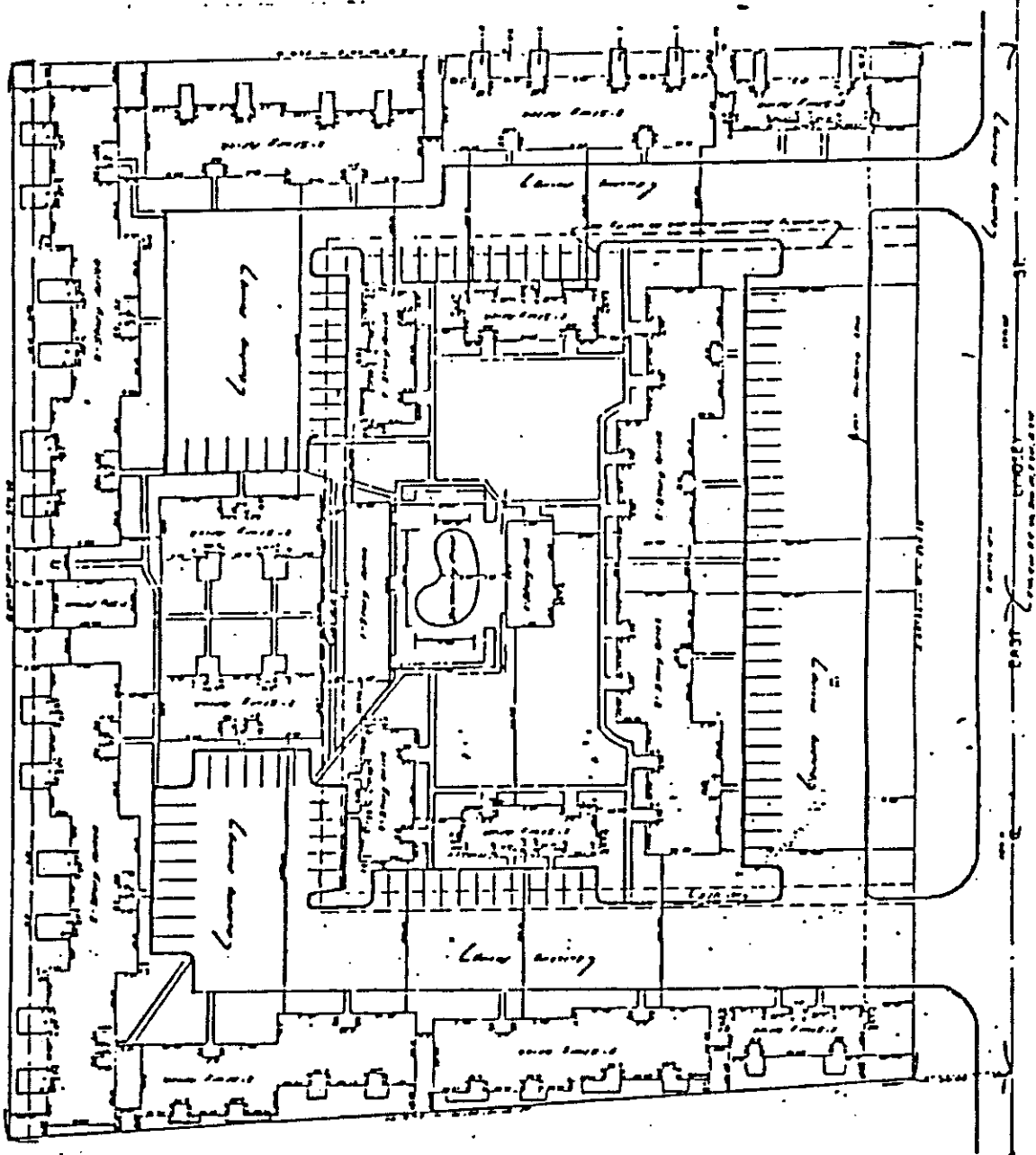
Given under my hand and seal the day and year last above written.

Nancy Lee Morgan
Notary Public

My Commission Expires:
2-20-85

EXHIBIT A

PLAT OF SURVEY
HIGHLAND PARK CONDOMINIUM HOMES
LOT 3, BLOCK 5, COLONIAL ESTATES NO. 6, SECTION 1
CLEVELAND COUNTY, OKLAHOMA



COMMON ELEMENTS

U.S. Survey & Instrument and Associates, 26 North Lincoln Street
Tulsa, Oklahoma 74103
P. D. [Signature]
[Signature]
[Signature]

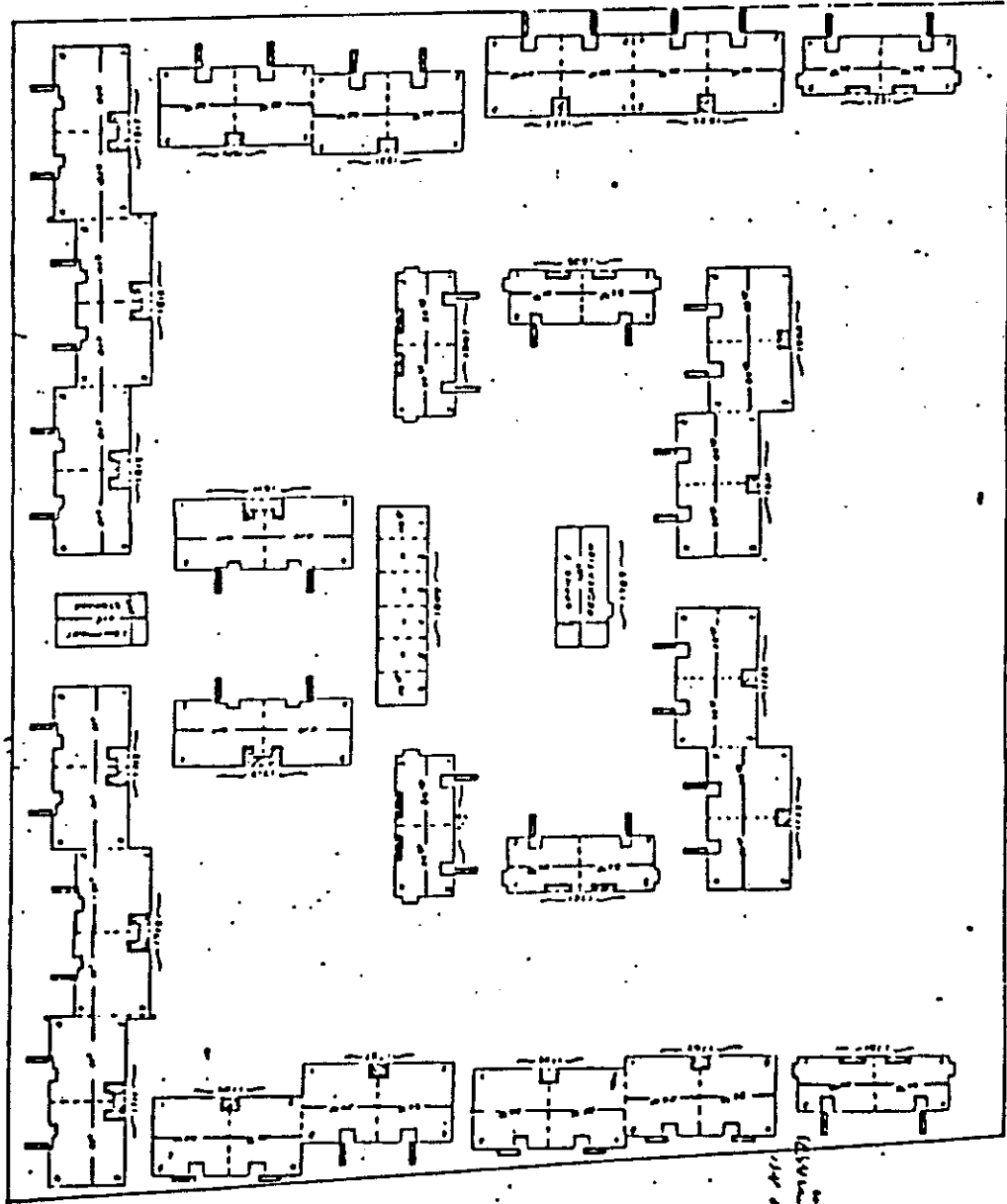


ATLANTIS SURVEY COMPANY
1110 NORTH JAMES ST
OKLAHOMA CITY, OKLAHOMA
PHONE - 318 1148

Clerk's Note;
Larger copy in Survey Drawer

PREPARED BY
ATLANTIS SURVEY COMPANY
3100 W. 13th Street
MIAMI, FL 33135
PHONE 305-851-1100

EXHIBIT B



PLANS 1729 & 1730
DATE 1/17/79
PROJECT: 1729 (CONDOMINIUM)
1730 (CONDOMINIUM)
DRAWN BY: J. J. JONES
CHECKED BY: J. J. JONES

- UNIT OWNERSHIP
- COMMON ELEMENTS

UNIT OWNERSHIP IS SHOWN ABOVE BY SHADED PORTIONS WHICH ARE APPROXIMATIONS ONLY AND DEFINITIONS IN DECLARATION SHOULD BE CONSULTED FOR ACCURATE INFORMATION REGARDING UNIT OWNERSHIP, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

ARCHITECTS OR ENGINEER'S CERTIFICATION

*1

I, Charles E. Lampkin, a Registered Professional Engineer, of Atlantis Survey Company, "Atlantis" does hereby certify that insofar as it is possible to determine from the field investigation, and the onsite measurements of the existing buildings, and mechanical equipment of the Highlnd Park Condominiums Homes, the plans and specifications being attached to the Declaration, are a good representation of such structures and of the area and location of the common elements, limited common elements, and units of such development.

The quality of construction appears to be good, and were built in compliance with local building codes.

The electrical, plumbing, heating, and air conditioning appear to be in good condition, installed according to attached plans and meet local code requirements. Utilities to service the project are Public, and were installed in compliance with local requirements for such facilities, and are adequate to service the Project.

Sound Transmission:

The partitions between living units, and living units to public spaces are built according to plans and estimated to meet the (S.T.C.) decibel rating.

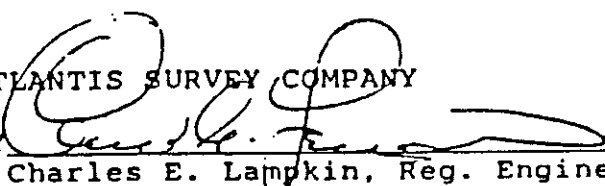
The floor to ceiling separating living units from other living units are built according to plans and estimated to meet the (S.T.C.) decibel rating.

It is understood:

1. That Atlantis did not create or supervise a design for this development; and
2. Atlantis did not supervise the construction thereof.

ATLANTIS SURVEY COMPANY

BY



 Charles E. Lampkin, Reg. Engineer
Registry Number: 4978

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS:
 COUNTY OF OKLAHOMA)

Before me, the undersigned Notary Public, within and for the County and State, on this 7th day of July, 1984, personally appeared Charles Lampkin, known to me as the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

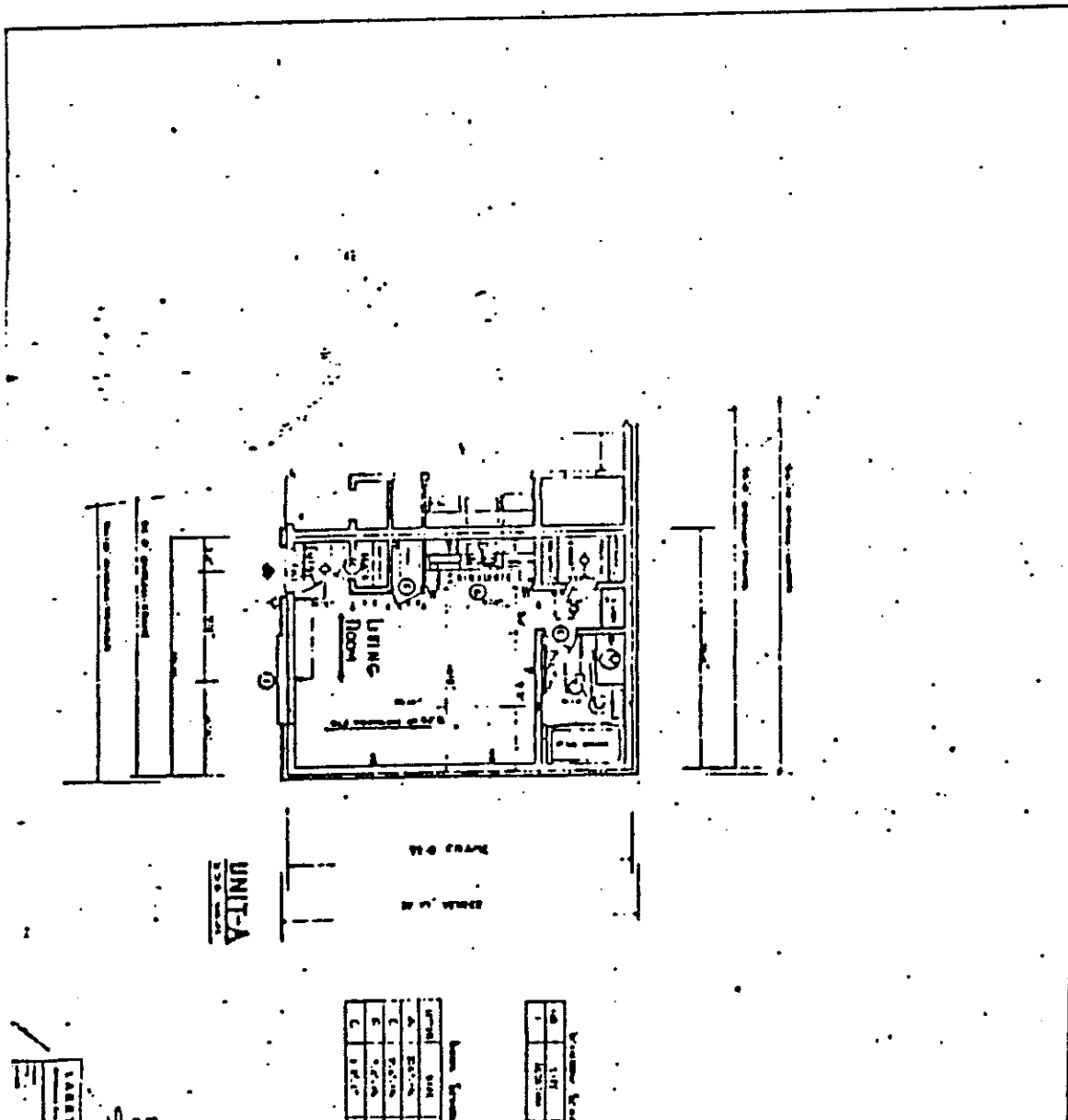
Given under my hand and seal the day and year last above written


 Notary Public

My commission expires:

10-9-84

EXHIBIT C



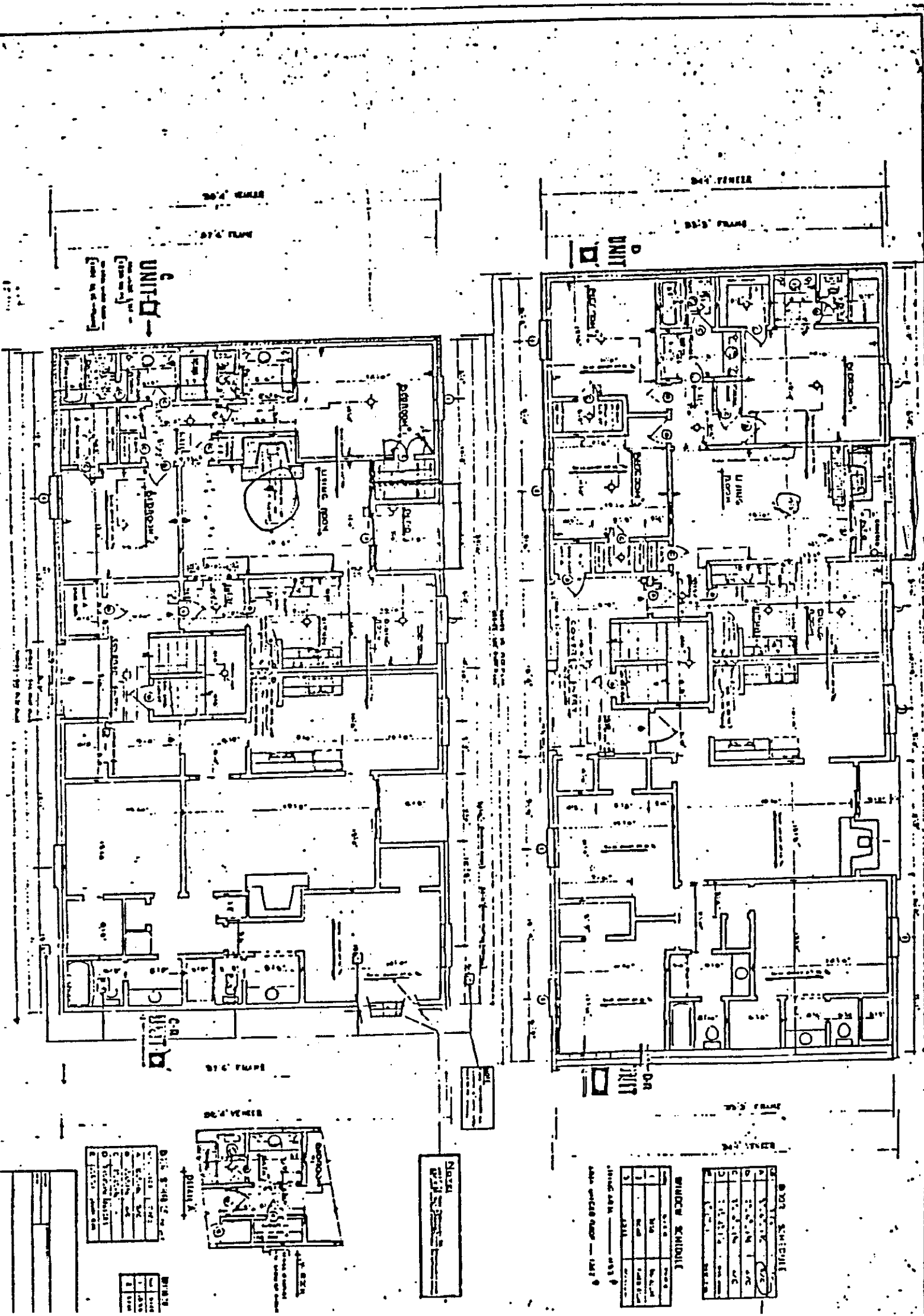
UNIT-A

Room	Area
A	100 sq. ft.
B	120 sq. ft.
C	150 sq. ft.

Room	Area
1	100 sq. ft.
2	120 sq. ft.

UNIT-A

EXHIBIT C



UNIT 6
 (1000 sq. ft.)
 (1000 sq. ft.)

UNIT 5
 (1000 sq. ft.)
 (1000 sq. ft.)

UNIT 6

1	Living Room
2	Bed Room
3	Bath
4	Kitchen
5	Hall
6	Storage

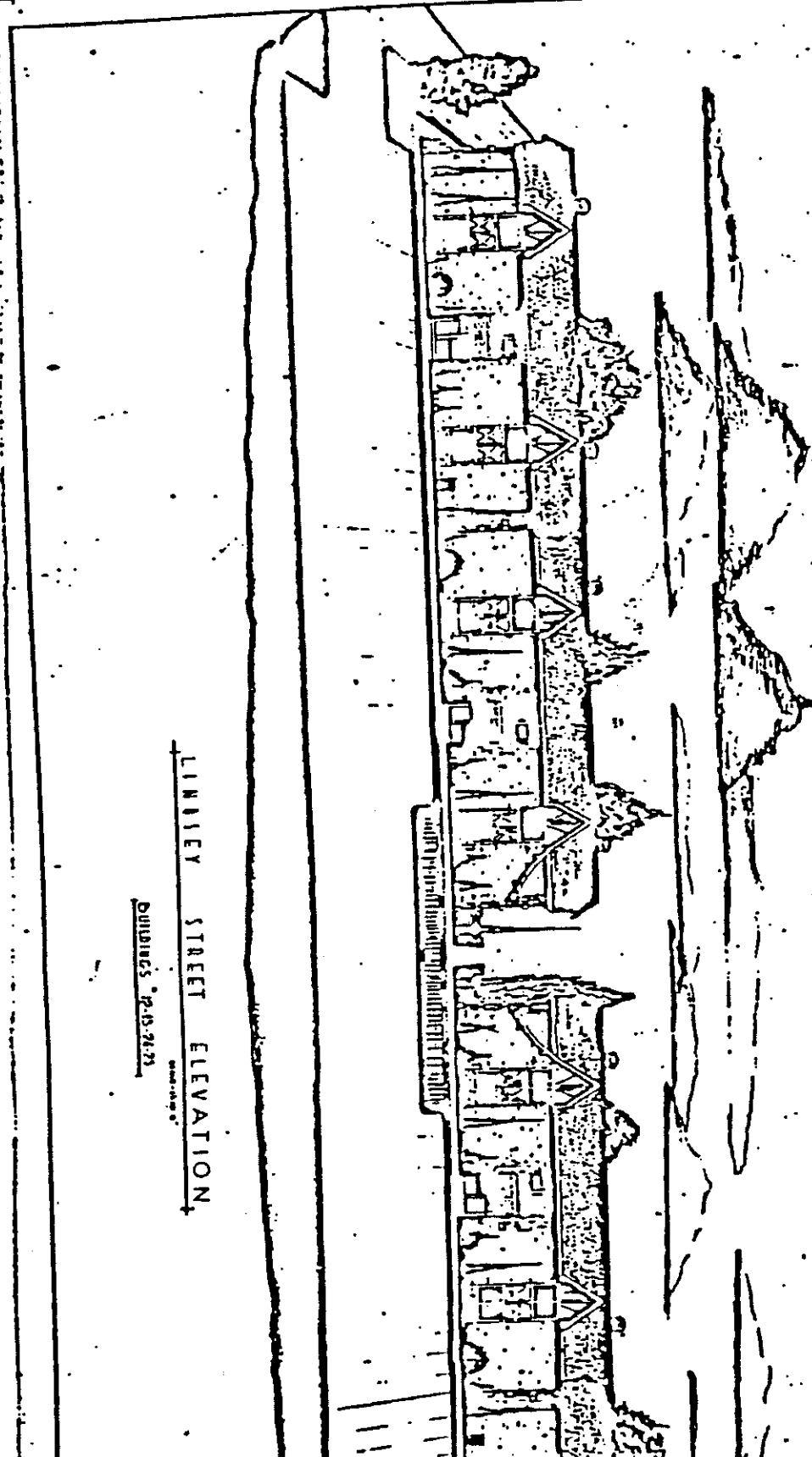
SWITCH SCHEDULE

No.	Location	Notes
1	Living Room	15 AMP
2	Bed Room	15 AMP
3	Bath	15 AMP
4	Kitchen	15 AMP
5	Hall	15 AMP

WATER SCHEDULE

No.	Location	Notes
1	Living Room	1/2\"/>

Notes

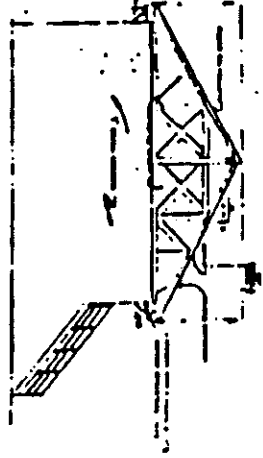


LINNEY STREET ELEVATION

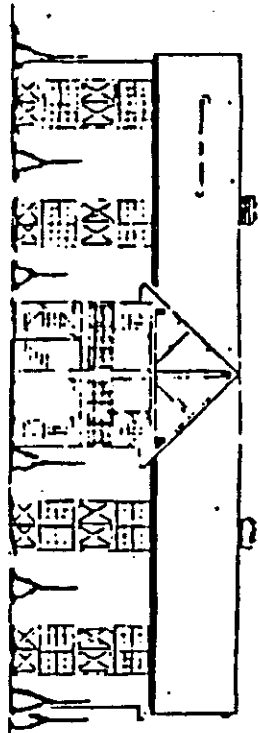
Buildings P-15-24-73

EXHIBIT C

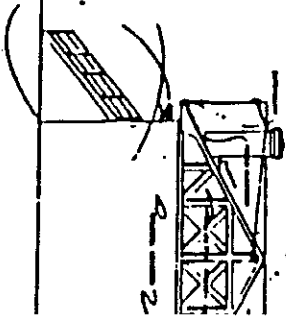
RIGHT SIDE



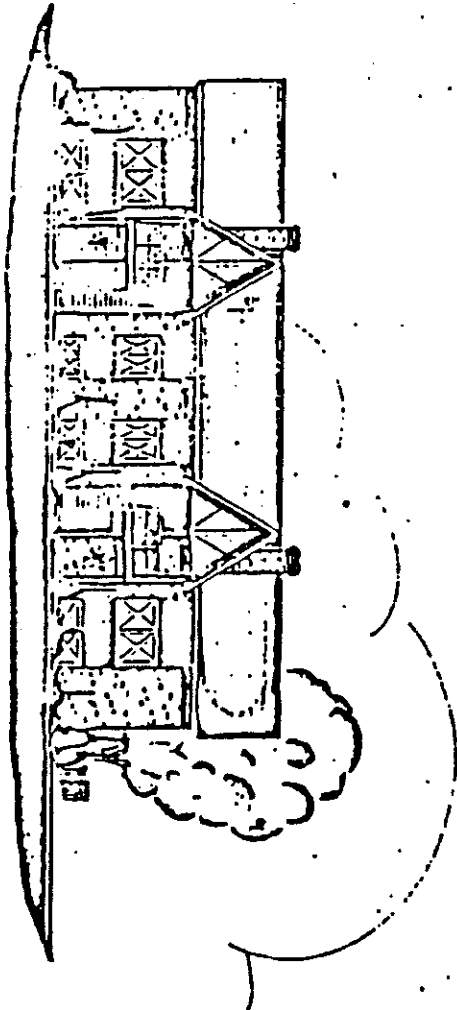
PANTRY SIDE



LEFT SIDE



PANTRY VIEW



3-15

103

EXHIBIT C

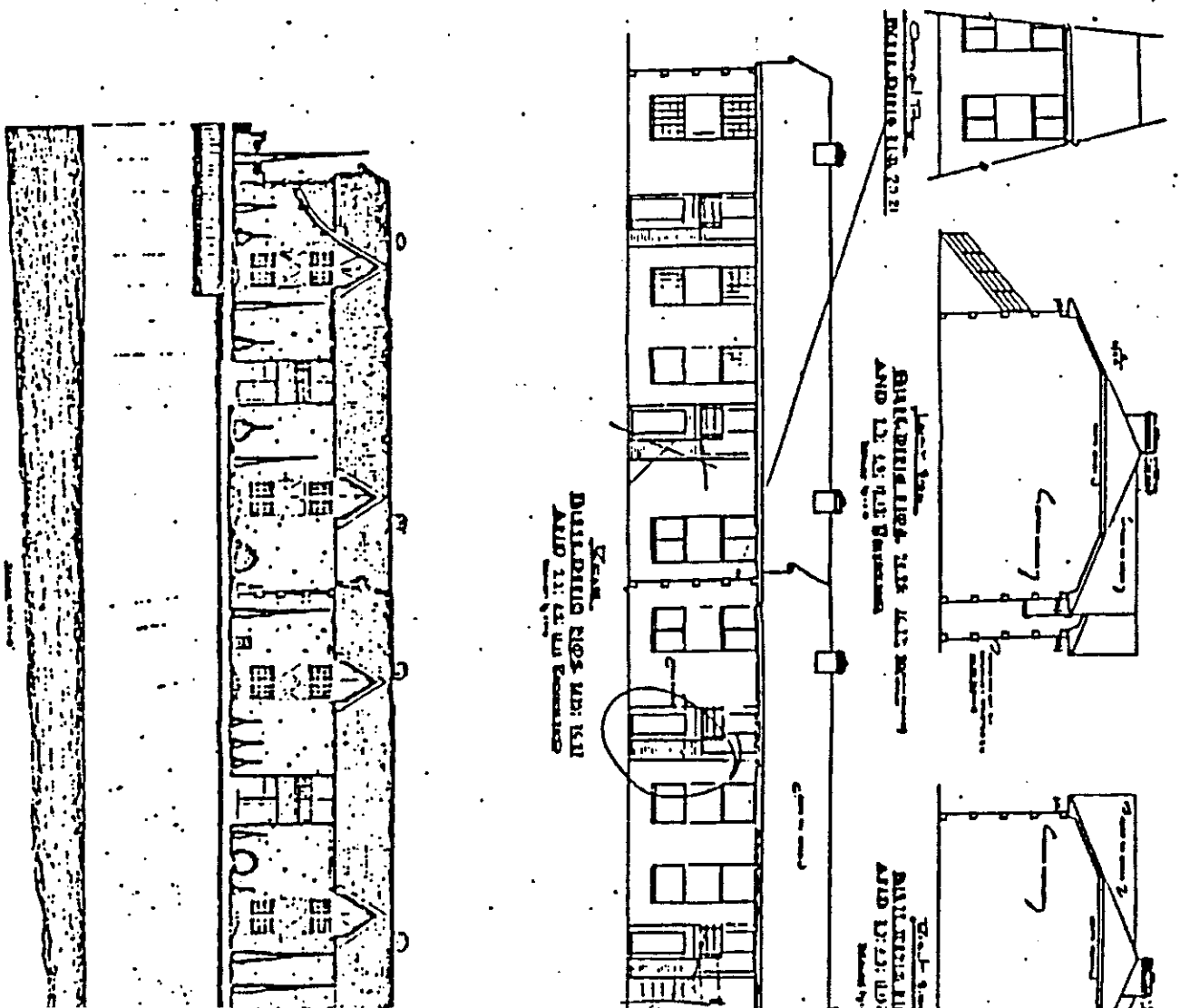


EXHIBIT "C"
 HIGHLAND PARK CONDOMINIUMS
 HOME OWNERS ASSOCIATION

UNIT	TYPE UNIT	ANNUAL H.O.D.
1701	B	\$ 964.57
1	1 BED	964.57
2	1 BED	964.57
3	1 BED	964.57
4	1 BED	964.57
1703	C	\$1,491.57
1	2 BED	1,491.57
2	2 BED	1,491.57
3	2 BED	1,491.57
4	2 BED	1,491.57
1705	C	\$1,491.57
1	2 BED	1,491.57
2	2 BED	1,491.57
3	2 BED	1,491.57
4	2 BED	1,491.57
1707	C	\$1,491.57
1	2 BED	1,491.57
2	2 BED	1,491.57
3	2 BED	1,491.57
4	2 BED	1,491.57
1709	C	1,491.57
1	2 BED	1,491.57
2	2 BED	1,491.57
3	2 BED	1,491.57
4	2 BED	1,491.57
1711	D	\$1,560.66
1	3 BED	1,560.66
2	3 BED	1,560.66
3	3 BED	1,560.66
4	3 BED	1,560.66
1713	D	\$1,560.66
1	3 BED	1,560.66
2	3 BED	1,560.66
3	3 BED	1,560.66
4	3 BED	1,560.66
1715	D	\$1,560.66
1	3 BED	1,560.66
2	3 BED	1,560.66
3	3 BED	1,560.66
4	3 BED	1,560.66
1717	D	\$1,560.66

EXHIBIT "C"
 HIGHLAND PARK CONDOMINIUMS
 HOME OWNERS ASSOCIATION

UNIT	TYPE UNIT	ANNUAL H.O.D.
1721	B	\$ 964.57
1	1 BED	964.57
2	1 BED	964.57
3	1 BED	964.57
4	1 BED	964.57
1723	C	\$1,491.57
1	2 BED	1,491.57
2	2 BED	1,491.57
3	2 BED	1,491.57
4	2 BED	1,491.57
1725	C	\$1,491.57
1	2 BED	1,491.57
2	2 BED	1,491.57
3	2 BED	1,491.57
4	2 BED	1,491.57
1801	C	\$1,491.57
1	2 BED	1,491.57
2	2 BED	1,491.57
3	2 BED	1,491.57
4	2 BED	1,491.57
1803	C	\$1,491.57
1	2 BED	1,491.57
2	2 BED	1,491.57
3	2 BED	1,491.57
4	2 BED	1,491.57
1805	B	\$ 964.57
1	1 BED	964.57
2	1 BED	964.57
3	1 BED	964.57
4	1 BED	964.57
1807	B	\$ 964.57
1	1 BED	964.57
2	1 BED	964.57
3	1 BED	964.57
4	1 BED	964.57
1809	A	\$ 451.14
1	EFF	451.14
2	EFF	451.14
3	EFF	451.14
4	EFF	451.14
5	EFF	451.14
6	EFF	451.14
1811	D	\$1,560.66
1	3 BED	1,560.66
2	3 BED	1,560.66
3	3 BED	1,560.66
4	3 BED	1,560.66
1813	D	\$1,560.66
1	3 BED	1,560.66
2	3 BED	1,560.66
3	3 BED	1,560.66
4	3 BED	1,560.66

EXHIBIT "C"
 HIGHLAND PARK CONDOMINIUMS
 HOME OWNERS ASSOCIATION

UNIT	UNIT TYPE	ANNUAL H.O.D.
1815	D	
1	3 BED	\$ 1,560.66
2	3 BED	1,560.66
3	3 BED	1,560.66
4	3 BED	1,560.66
1817	D	
1	3 BED	\$ 1,560.66
2	3 BED	1,560.66
3	3 BED	1,560.66
4	3 BED	1,560.66
1819	C	
1	2 BED	\$ 1,491.57
2	2 BED	1,491.57
3	2 BED	1,491.57
4	2 BED	1,491.57
1821	C	
1	2 BED	\$ 1,491.57
2	2 BED	1,491.57
3	2 BED	1,491.57
4	2 BED	1,491.57
1823	C	
1	2 BED	\$ 1,491.57
2	2 BED	1,491.57
3	2 BED	1,491.57
4	2 BED	1,491.57
1825	C	
1	2 BED	\$ 1,491.57
2	2 BED	1,491.57
3	2 BED	1,491.57
4	2 BED	1,491.57
1827	B	
1	1 BED	\$ 964.57
2	1 BED	964.57
3	1 BED	964.57
4	1 BED	964.57

DESCRIPTION OF MATERIALS

Proposed Construction

Under Construction

HIGHLAND PARK CONDOMINIUM HOMES

Property address 1729 East Lindsey City Norman State Oklahoma

Mortgagor or Sponsor _____ (Name) _____ (Address)

Contractor or Builder _____ (Name) _____ (Address)

INSTRUCTIONS

- For additional information on how this form is to be submitted, number of copies, etc., see the instructions applicable to the FHA Application for Mortgage Insurance or VA Request for Determination of Reasonable Value, as the case may be.
- Describe all materials and equipment to be used, whether or not shown on the drawings, by marking an X in each appropriate check-box and entering the information called for in each space. If space is inadequate, enter "See misc." and describe under item 27 or on an attached sheet.
- Work not specifically described or shown will not be considered unless

- required, then the minimum acceptable will be assumed. (Work on minimum requirements cannot be considered unless specifically directed.)
4. Include no alternates, "or equal" phrases, or contradictory items. Consideration of a request for acceptance of substitute materials or equipment is not thereby precluded.
5. Include signatures required at the end of this form.
6. The construction shall be completed in compliance with the related drawings and specifications, as amended during processing. The specifications include Description of Materials and the applicable Minimum Property Standards.

1. EXCAVATION:

Bearing soil, type Average Clay

2. FOUNDATIONS:

Footings: concrete mix transit; strength psi 2500PSI; Reinforcing 4-#4

Foundation wall: material concrete; Reinforcing _____

Interior foundation wall: material concrete; Party foundation wall concrete

Columns: material and sizes NA; Piers: material and reinforcing concrete #4

Girders: material and sizes NA; Sills: material utility redwood or cedar

Basement entrance arcaaway NA; Window arcaaways NA

Waterproofing water proof concrete; Footing drains weepholes @ 4' O.C.

Termite protection soil treatment to meet M.P.S. Sec. 815

Basementless space: ground cover NA; insulation NA; foundation vents NA

Special foundations See Plans

Additional information: _____

3. CHIMNEYS:

Material NA; Prefabricated (make and size) NA

Flue lining: material NA; Heater flue size NA; Fireplace flue size NA

Vents (material and size): gas or oil heater NA; water heater NA

Additional information: _____

4. FIREPLACES:

Type: solid fuel; gas-burning; circulator (make and size) Majestic or equal; Ash dump and clean-out _____

Fireplace: facing Brick veneer; lining metal; hearth brick veneer; mantel wood

Additional information: _____

5. EXTERIOR WALLS:

Wood frame: wood grade, and species 2X4 utility; Corner bracing: Building paper or felt #15 lb. felt

Sheathing ovlap; thickness 3"; width 24"; solid; spaced NA o. c.; diagonal; NA

Siding X90; grade #1; type masonite; size 4X8; exposure full; fastening gal. na

Shingles NA; grade NA; type NA; size NA; exposure NA; fastening NA

Stucco NA; thickness NA; Lath NA

Masonry veneer clay brick; Sills Brick; Lintels 3"X3"X1/2"; Base flashing 28 ga.

Masonry: solid faced stuccoed; total wall thickness NA; facing thickness NA; facing material NA

Backup material NA; thickness NA; bonding NA

Door sills wood; Window sills brick; Lintels NA; Base flashing 28 ga.

Interior surfaces: dampproofing NA coats of NA; furring NA

Additional information: _____

Exterior painting: material Exterior latex; number of coats _____

Cable wall construction: same as main walls; other construction NA

6. FLOOR FRAMING:

Joists: wood, grade, and species see detail; other _____; bridging _____; anchors _____

Concrete slab: basement floor; first floor; ground supported; self-supporting; mix transit; thickness 6"

reinforcing 6X6X10-10 wire mesh; insulation 1"X2 1/2" styrofoam; membrane H.P. concrete

Fill under slab: material sand; thickness 8"; Additional information: fill under slab to be compacted

7. SUBFLOORING: (Describe underflooring for special floors under item 21.)

Material: grade and species Second floor "see detail"; size _____; type _____

Laid: first floor; second floor; attic _____ sq. ft.; diagonal; right angles. Additional information: _____

8. FINISH FLOORING: (Wood only. Describe other finish flooring under item 21.)

LOCATION	ROOMS	GRADE	SPECIES	THICKNESS	WIDTH	BLOC. PAPER	FINISH
First floor	ALL FLOORS CARPETED EXCEPT						
Second floor	KITCHEN AND BATH						
Attic floor	sq. ft.						

Additional information: _____

9. PARTITION FRAMING:

Studs: wood, grade, and species Utility WCDF size and spacing 2"X4" @ 16" O.C. Other 2"X6" @ 16" O.C.
 Additional information: Load bearing partitions to be WCDF std. plumbin

10. CEILING FRAMING:

Joists: wood, grade, and species Utility WCDF Other 110. 110. 110. Bridging 1"X6"
 Additional information: wood trusses "see detail"

11. ROOF FRAMING:

Rafters: wood, grade, and species Utility WCDF Roof trusses (see detail): grade and species wood trusses "see detail"

12. ROOFING:

Sheathing: wood, grade, and species 1"X4" Utility solid; spaced 3
 Roofing wood; grade W1; size NA; type Red Cedar
 Underlay NA; weight or thickness NA; size NA; fastening gal.
 Built-up roofing NA; number of plies NA; surfacing material NA
 Flashing: material GI; gage or weight 28 ga. gravel stop; snow g

13. GUTTERS AND DOWNSPOUTS:

Gutters: material None required; gage or weight NA; size NA; shape NA
 Downspouts: material NA; gage or weight NA; size NA; shape NA; number NA
 Downspouts connected to: Storm sewer; sanitary sewer; dry-well Splash blocks: material and size NA
 Additional information: NA

14. LATH AND PLASTER

Lath walls, ceilings: material NA; weight or thickness NA Plaster: coats NA; finish NA
 Dry-wall walls, ceilings: material Sheetrock; thickness 1/2"; finish smooth
 Joint treatment bed and taped, sanded "Note" all sheetrock to be applied according to mfg.

15. DECORATING: (Paint, wallpaper, etc.)

Rooms	WALL FINISH MATERIAL AND APPLICATION	CEILING FINISH MATERIAL AND APPLICATION
Kitchen	<u>All rooms - 2 coats of latex paint on medium texture</u>	
Bath	<u>All ceilings heavy texture and 2 coats paint</u>	
Other		

Additional information: NA

16. INTERIOR DOORS AND TRIM:

Doors: type H.C. slab; material mahogany; thickness 1 3/8
 Door trim: type detail; material WP Base: type detail; material WP; size 2 1/2"
 Finish: doors sand-seal-fill-stain-lacquer; trim sand-seal-fill-stain-lacquer
 Other trim (item, type and location) all trim, doors, and cabinetwork-sand-seal-fill-stain-lacquer
 Additional information: NA

17. WINDOWS:

Windows: type S/B; make Alenco; material Aluminum; sash thickness 1"
 Glass: grade SSB; sash weights; balances, type compression; head flashing 26 ga.
 Trim: type Return; material sheetrock Paint texture & paint; number coats 2
 Weatherstripping: type with mit; material Alum. w/ woolpile Storm sash, number NA
 Screens: full; half; type 1/2" metal rail; number per plan; screen cloth material 14/18 alum. mesh
 Basement windows: type NA; material NA; screens, number NA; Storm sash, number NA
 Special windows NA
 Additional information: NA

18. ENTRANCES AND EXTERIOR DETAIL:

Main entrance door: material Solid WP; width 36"; thickness 1 3/4" Frame: material WP; thickness 6/4
 Other entrance doors: material Solid; width 32"; thickness 1 3/4" Frame: material WP; thickness 6/4
 Head flashing 26 ga. Weatherstripping: type Spring Bronze; saddles Oak
 Screen doors: thickness NA; number NA; screen cloth material NA Storm doors: thickness NA; number NA
 Combination storm and screen doors: thickness NA; number NA; screen cloth material NA
 Shutters: hinged; fixed. Railings Artic louvey
 Exterior millwork: grade and species #1 Redwood Paint Exterior latex; number coats 2
 Additional information: NA

19. CABINETS AND INTERIOR DETAIL:

Kitchen cabinets, wall units: material white pine; lineal feet of shelves see; shelf width 11 1/2"
 Base units: material W.P.; counter top formica; edging formica
 Back and end splash formica Finish of cabinets See item 16; number coats ---
 Medicine cabinets: make Lawson; model #22 W/plate glass mirror door
 Other cabinets and built-in furniture See details
 Additional information: NA

20. STAIRS:

STAIR	TREADS		RISERS		STRING		HANDRAIL		BULLSTERN		
	Material	Thickness	Material	Thickness	Material	Size	Material	Size	Material	Size	
Basement	<u>NA</u>	<u>NA</u>	<u>wood</u>	<u>3/4</u>	<u>wood</u>	<u>2X12</u>	<u>Oak</u>	<u>2"</u>	<u>NA</u>		
Main	<u>wood</u>	<u>2"</u>									
EXIT	<u>pre-fab</u>	<u>12"</u>	<u>steel channel filled w/ light weight concrete</u>								

Disappearing: make and model number NA

Additional information: NA

21. SPECIAL FLOORS AND WAINSCOT

FLOOR	LOCATION	MATERIAL, COLOR, BORDER, SIZE, GAGE, ETC.	THRESHOLD MATERIAL	WALL BASE MATERIAL	UNDERL. MATERIAL
	FLOOR	Kitchen	VA tile	Oak	WP
Bath		VA tile		WP	conc.
WAINSCOT	LOCATION	MATERIAL, COLOR, BORDER, CAP, SIZE, GAGE, ETC.	HEIGHT	HEIGHT OVER TUB	HEIGHT IN S (FROM FL)
	Bath	ceramic tile in tub area		5'	NA

Bathroom accessories: Recessed; material _____; number _____; Attached; material porcelain; number 5
 Additional information: _____

22. PLUMBING: ALL PLUMBING TO MEET STATE AND LOCAL CODES

FIXTURE	NUMBER	LOCATION	MAKE	MFR'S FIXTURE IDENTIFICATION No.	SIZE	Co
Sink			ALL PLUMBING FIXTURES TO BE			
Lavatory			AMERICAN STANDARD OR EQUAL			
Water closet			AMERICAN STANDARD OR EQUAL			
Bathub						
Shower over tub						
Stall shower						
Laundry trays						

Curtain rod Door Shower pan: material NA
 Water supply: public; community system; individual (private) system. ★
 Sewage disposal: public; community system; individual (private) system. ★
 ★ Show and describe individual system in complete detail in separate drawings and specifications according to requirements.
 House drain (inside): cast iron; tile; other PVC House sewer (outside): cast iron; tile; other PVC
 Water piping: galvanized steel; copper tubing; other _____ Sill cocks, number _____
 Domestic water heater: type _____; make and model _____; heating capacity _____
 _____ gph. 100° rise. Storage tank: material _____; capacity _____ gal
 Gas service: utility company; liq. pet. gas; other _____ Gas piping: cooking; house heat
 Footing drains connected to: storm sewer; sanitary sewer; dry well. Sump pump; make and model _____
 _____; capacity _____; discharges into _____

23. HEATING: SEE HEATING LAYOUT ATTACHED

Hot water. Steam. Vapor. One-pipe system. Two-pipe system.
 Radiators. Convectors. Baseboard radiation. Make and model _____
 Radiant panel: floor; wall; ceiling. Panel coil: material _____
 Circulator. Return pump. Make and model _____
 Boiler: make and model _____; capacity _____
 Output _____ Btu/h; net rating _____ Btu/h
 Additional information: _____
 Warm air: Gravity. Forced. Type of system central ducted
 Duct material: supply Gal. Iron; return _____ Insulation Fiber glass thickness 1" Outside air int.
 Furnace: make and model Carrier Input _____ Btu/h; output _____ Btu/h
 Additional information: _____
 Space heater; floor furnace; wall heater. Input _____ Btu/h; output _____ Btu/h; number units _____
 Make, model _____ Additional information: _____
 Controls: make and types Bryant
 Additional information: _____
 Fuel: Coal; oil; gas; liq. pet. gas; electric; other _____; storage capacity _____
 Additional information: _____
 Firing equipment furnished separately: Gas burner, conversion type. Stoker: hopper feed ; bin feed
 Oil burner: pressure atomizing; vaporizing _____
 Make and model _____ Control _____
 Additional information: _____
 Electric heating system: type _____ Input _____ watts; @ _____ volts; output _____ Btu/h
 Additional information: _____
 Ventilating equipment: attic fan, make and model _____; capacity _____ cfm
 kitchen exhaust fan, make and model Westinghouse; capacity _____ cfm
 Other heating, ventilating, or cooling equipment _____

24. ELECTRIC WIRING:

Service: overhead; underground. Panel: fuse box; circuit-breaker; make Square-D AMPs 100 No. circuits as
 Wiring: conduit; armored cable; nonmetallic cable; knob and tube; other _____
 Special outlets: range; water heater; other _____
 Doorbell. Chimes. Push-button locations Front entrance: c. Additional information: _____

25. LIGHTING FIXTURES:

Total number of fixtures Required Total allowance for fixtures, typical installation, \$ _____
 Nontypical installation _____
 Additional information: All electrical to meet state & local codes

INSULATION:

LOCATION	THICKNESS	MATERIAL, TYPE, AND METHOD OF INSTALLATION	VAPOUR BARRIER
Roof			
Ceiling	4"	Rock wool	
Wall	2"	Rock wool	
Floor		See plan on 2nd floor insulation & sound deadness	

HARDWARE: (make, material, and finish.) Slag or equal

SPECIAL EQUIPMENT: (State material or make, model and quantity. Include only equipment and appliances which are acceptable by local law, custom and applicable FHA standards. Do not include items which, by established custom, are supplied by occupant and removed when he vacates premises or chattles prohibited by law from becoming realty.)

Range/oven	Westinghouse
Disposal	"
Dishwasher	"
Refrigerator	"
Hood	"

MISCELLANEOUS: (Describe any main dwelling materials, equipment, or construction items not shown elsewhere, or use to provide additional information where the space provided was inadequate. Always reference by item number to correspond to numbering used on this form.)

Vanity in bath
Pre-fab fireplace as per plan

PORCHES: Concrete as per plan

TERRACES: NA

GARAGES: NA

WALKS AND DRIVEWAYS: ASPHALT PARKING "SEE PLAN"
Driveway: width _____; base material _____; thickness _____; surfacing material _____; thickness _____
Front walk: width 3'; material concrete; thickness 4". Service walk: width 3'; material concrete; thickness 4"
Steps: material _____; treads _____; risers _____. Check walls _____

OTHER ONSITE IMPROVEMENTS:
(Specify all exterior onsite improvements not described elsewhere, including items such as unusual grading, drainage structures, retaining walls, fence, railings, and accessory structures.)
Swimming pool "as per plan" w/ Sta-Rite pool equipment and sand filters

LANDSCAPING, PLANTING, AND FINISH GRADING: AS PER PLAN
Topsoil _____" thick: front yard; side yards; rear yard to _____ feet behind main building.
Lawns (seeded, sodded, or sprigged): front yard; side yards; rear yard
Planting: as specified and shown on drawings; as follows: ECCEV CCBE
Shade trees, deciduous, _____" caliper. Evergreen trees, _____" to _____", B & B.
Low flowering trees, deciduous, _____" to _____. Evergreen shrubs, _____" to _____. B & B.
High-growing shrubs, deciduous, _____" to _____. Vines, 2-year _____
Medium-growing shrubs, deciduous, _____" to _____.
Low-growing shrubs, deciduous, _____" to _____.

IDENTIFICATION.—This exhibit shall be identified by the signature of the builder, or sponsor, and/or the proposed mortgagor if the latter is known at the time of application.

Date _____ Signature _____

EXHIBIT D
HIGHLAND PARK CONDOMINIUM HOMES

UNIT	TYPE UNIT	SQ. FOOTAGE	% OF LIMITED COMMON ELEMENTS PER BLDG.	% OF COMMON ELEMENTS
1701	B			
1	1 BED	712	25%	0.6544238 %
2	1 BED	712	25%	0.6544238 %
3	1 BED	712	25%	0.6544238 %
4	1 BED	712	25%	0.6544238 %
1703	C			
1	2 BED	1101	25%	1.0119671 %
2	2 BED	1101	25%	1.0119671 %
3	2 BED	1101	25%	1.0119671 %
4	2 BED	1101	25%	1.0119671 %
1705	C			
1	2 BED	1101	25%	1.0119671 %
2	2 BED	1101	25%	1.0119671 %
3	2 BED	1101	25%	1.0119671 %
4	2 BED	1101	25%	1.0119671 %
1707	C			
1	2 BED	1101	25%	1.0119671 %
2	2 BED	1101	25%	1.0119671 %
3	2 BED	1101	25%	1.0119671 %
4	2 BED	1101	25%	1.0119671 %
1709	C			
1	2 BED	1101	25%	1.0119671 %
2	2 BED	1101	25%	1.0119671 %
3	2 BED	1101	25%	1.0119671 %
4	2 BED	1101	25%	1.0119671 %
1711	D			
1	3 BED	1152	25%	1.0588430 %
2	3 BED	1152	25%	1.0588430 %
3	3 BED	1152	25%	1.0588430 %
4	3 BED	1152	25%	1.0588430 %
1713	D			
1	3 BED	1152	25%	1.0588430 %
2	3 BED	1152	25%	1.0588430 %
3	3 BED	1152	25%	1.0588430 %
4	3 BED	1152	25%	1.0588430 %
1715	D			
1	3 BED	1152	25%	1.0588430 %
2	3 BED	1152	25%	1.0588430 %
3	3 BED	1152	25%	1.0588430 %
4	3 BED	1152	25%	1.0588430 %
1717	D			
1	3 BED	1152	25%	1.0588430 %
2	3 BED	1152	25%	1.0588430 %
3	3 BED	1152	25%	1.0588430 %
4	3 BED	1152	25%	1.0588430 %
1719	B			
1	1 BED	712	25%	0.6544238 %
2	1 BED	712	25%	0.6544238 %
3	1 BED	712	25%	0.6544238 %
4	1 BED	712	25%	0.6544238 %

EXHIBIT D
 HIGHLAND PARK CONDOMINIUM HOMES

UNIT	TYPE UNIT	SQ. FOOTAGE	% OF LIMITED COMMON ELEMENTS PER BLDG.	% OF COMMON ELEMENTS
1721	B			
1	1 BED	712	25%	0.6544238 %
2	1 BED	712	25%	0.6544238 %
3	1 BED	712	25%	0.6544238 %
4	1 BED	712	25%	0.6544238 %
1723	C			
1	2 BED	1101	25%	1.0119671 %
2	2 BED	1101	25%	1.0119671 %
3	2 BED	1101	25%	1.0119671 %
4	2 BED	1101	25%	1.0119671 %
1725	C			
1	2 BED	1101	25%	1.0119671 %
2	2 BED	1101	25%	1.0119671 %
3	2 BED	1101	25%	1.0119671 %
4	2 BED	1101	25%	1.0119671 %
1801	C			
1	2 BED	1101	25%	1.0119671 %
2	2 BED	1101	25%	1.0119671 %
3	2 BED	1101	25%	1.0119671 %
4	2 BED	1101	25%	1.0119671 %
1803	C			
1	2 BED	1101	25%	1.0119671 %
2	2 BED	1101	25%	1.0119671 %
3	2 BED	1101	25%	1.0119671 %
4	2 BED	1101	25%	1.0119671 %
1805	B			
1	1 BED	712	25%	0.6544238 %
2	1 BED	712	25%	0.6544238 %
3	1 BED	712	25%	0.6544238 %
4	1 BED	712	25%	0.6544238 %
1807	B			
1	1 BED	712	25%	0.6544238 %
2	1 BED	712	25%	0.6544238 %
3	1 BED	712	25%	0.6544238 %
4	1 BED	712	25%	0.6544238 %
1809	A			
1	EFF.	333	16.6667%	0.3060718 %
2	EFF.	333	16.6667%	0.3060718 %
3	EFF.	333	16.6667%	0.3060718 %
4	EFF.	333	16.6667%	0.3060718 %
5	EFF.	333	16.6667%	0.3060718 %
6	EFF.	333	16.6667%	0.3060718 %
1811	D			
1	3 BED	1152	25%	1.0588430 %
2	3 BED	1152	25%	1.0588430 %
3	3 BED	1152	25%	1.0588430 %
4	3 BED	1152	25%	1.0588430 %
1813	D			
1	3 BED	1152	25%	1.0588430 %
2	3 BED	1152	25%	1.0588430 %
3	3 BED	1152	25%	1.0588430 %
4	3 BED	1152	25%	1.0588430 %

HIGHLAND PARK CONDOMINIUM HOMES

UNIT	TYPE UNIT	SQ. FOOTAGE	% OF LIMITED COMMON ELEMENTS PER BLDG.	% OF COMMON ELEMENTS
1815	D			
1	3 BED	1152	25%	1.0588430 %
2	3 BED	1152	25%	1.0588430 %
3	3 BED	1152	25%	1.0588430 %
4	3 BED	1152	25%	1.0588430 %
1817	D			
1	3 BED	1152	25%	1.0588430 %
2	3 BED	1152	25%	1.0588430 %
3	3 BED	1152	25%	1.0588430 %
4	3 BED	1152	25%	1.0588430 %
1819	C			
1	2 BED	1101	25%	1.0119671 %
2	2 BED	1101	25%	1.0119671 %
3	2 BED	1101	25%	1.0119671 %
4	2 BED	1101	25%	1.0119671 %
1821	C			
1	2 BED	1101	25%	1.0119671 %
2	2 BED	1101	25%	1.0119671 %
3	2 BED	1101	25%	1.0119671 %
4	2 BED	1101	25%	1.0119671 %
1823	C			
1	2 BED	1101	25%	1.0119671 %
2	2 BED	1101	25%	1.0119671 %
3	2 BED	1101	25%	1.0119671 %
4	2 BED	1101	25%	1.0119671 %
1825	C			
1	2 BED	1101	25%	1.0119671 %
2	2 BED	1101	25%	1.0119671 %
3	2 BED	1101	25%	1.0119671 %
4	2 BED	1101	25%	1.0119671 %
1827	B			
1	1 BED	712	25%	0.6544238 %
2	1 BED	712	25%	0.6544238 %
3	1 BED	712	25%	0.6544238 %
4	1 BED	712	25%	0.6544238 %

Voting: One vote per unit owned.

KNOW ALL MEN BY THESE PRESENTS:

That first party, in consideration of Dollars and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto

second part, the following described real property and premises situated in Cleveland County, State of Oklahoma, to-wit:

Unit, HIGHLAND PARK CONDOMINIUM HOMES, a unit ownership estate, (according to the recorded Declaration thereof in the records of the County Clerk of Cleveland County, State of Oklahoma), and the undivided interest in the common elements appertaining thereto, situated on the following described real estate, to-wit:

Lot Three (3) in Block Five (5), of COLONIAL ESTATES NO. 6, SECTION 1, to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof,

together with all appurtenances thereunto belonging and warranting the title to the same.

TO HAVE AND TO HOLD said described premises unto the second part, and to heirs and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature, subject to easements of Unit Ownership Estate, herein called "Declaration", filed in the office of the County Clerk of Cleveland County, Oklahoma, on, in Book at Page, EXCEPT mineral interests, if any, previously reserved or conveyed of record. The Declaration sets forth covenants for assessments applicable to the premises and the creation of liens thereon, property rights in "Common Elements", as therein defined, membership and voting rights in the Live Oak Condominium Owners' Association, Inc., architectural control, land classification and permitted uses and restrictions, and other restrictions and covenants affecting the premises.

Signed and delivered this day of 19.

HIGHLAND PARK ASSOCIATES, LTD.

By C. Michael Chapman, General Partner

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this day of 198, before me, the undersigned a Notary Public in and for the County and State aforesaid, personally appeared C. MICHAEL CHAPMAN, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires:

ADMINISTRATIVE REGULATIONS
HIGHLAND PARK CONDOMINIUM HOMES

NORMAN, OKLAHOMA

In order to maintain and preserve the beauty, dignity, and the peace of each individual Unit Owner, the grounds and the buildings, and for the mutual protection among Unit Owners, these rules are adopted:

1. Posting of Names. Owners may post their names on their carport entryway and on their mailbox. Posting of names elsewhere is prohibited.
2. Refuse Collection. All garbage and other refuse shall be deposited in the refuse pickup receptacles specified by the Association, at the designated locations, for pick up and removal from the premises.
3. Rubbish Litter. No rugs shall be beaten on the porches or balconies. No dust, rubbish or litter shall be swept from any Unit into an open area of the Buildings, nor shall any dust, rubbish, litter or anything else be thrown or emptied from any of the windows, porches or balconies, nor shall anything be hung from the outside of the windows, porches, balconies or patio fences.
4. Laundry or Other Items. No laundry, wash, clothing, rugs, carpets, or other articles may be placed on window sills, displayed, or hung in or from windows, porches, balconies, patio fences or be aired or dried anywhere other than inside the units or in such other places, if any, as the Association may from time to time designate for such purposes.
5. Sidewalks, Entrys. The sidewalks, and entrys shall not be obstructed or used for any purpose other than ingress and egress to and from the Units. The owners will keep the sidewalks, entrys and exterior areas free and clear of unsightly objects, including, but not limited to, bicycles, tricycles, toys, mops, brooms, paper and litter.
6. Windows-Doors. Window and door screens shall not be removed except for cleaning and must be replaced immediately after cleaning. No objectionable or unsightly objects are permitted to be displayed or placed in windowsills.
7. Water Usage. The water closets, stools and other water apparatus shall not be used for any purpose other than for which they were constructed and no sweepings, rubbish, papers, ashes, or other substances shall be thrown therein. Water shall not be left running for any unreasonable or unnecessary length of time. Washing of automobiles or other vehicles is strictly prohibited in the carports, or elsewhere on the premises.
8. Electrical and Gas Apparatus. No Owner shall interfere in any manner with any heating or electrical apparatus in or about any building on the premises, except such apparatus as serves his family unit and is contained therein. Gas is to be used for heating of the Unit, heating of hot water, exterior gas lights, and lighting of firewood in the fire place, and for no other purpose. Conservation of electricity, gas and water is the responsibility of each owner.
9. Building Damage. All damage to buildings, sidewalks, carports, or lawns caused by the moving or carrying of furniture or merchandise, or the improper use of bicycles, motorcycles or other vehicles shall be paid for by the Owner responsible for such damage.
10. Outside Wiring Antennas. No outside antennas, wiring, etc. for radios, television, C.B. or shortwave radio equipment shall be permitted.

11. Noise, disturbances. No Owner shall make or permit any disturbing noises in his Unit by himself, his family, servants, employees or visitors, nor do or permit anything that will interfere with the rights, comfort, or convenience of other Owners. No Owner shall play or permit to be played any musical instrument or operate or permit to be operated any phonograph, radio, or television set in his Unit if the same shall disturb or annoy other occupants of the building or neighborhood.

12. Grounds, Plantings. No Owner shall cut or permit his family, servants, employees or visitors to cut flowers or shrubs or pick or cut branches from trees on the grounds of the premises. No vegetable plots or flower gardens shall be planted or cultivated by Owners on the Common Elements of the premises.

13. Grounds, Activities. Active sports such as baseball, football, badminton, etc. and the riding of bicycles and motorbikes are prohibited on the grounds, walks and lawns adjacent to the buildings.

14. Cooking. Preparation, cooking and serving of food shall be permitted only inside the Units, or in such outside Common Elements, if any, as the Association may from time to time designate for such purposes.

15. Attention and Repair of Buildings. Unit Owners are reminded that alteration and repair of the buildings are the responsibility of the Association except for the interior of the Units. No work of any kind is to be done upon the exterior building walls or upon interior supporting walls without first obtaining the approval required by the Declaration and the By-Laws.

16. Gratuities. The management, personnel, and staff are adequately compensated and no gratuities are to be given them -- this is not to preclude appropriate remembrances at Christmas or at other particular occasions.

17. Automobiles, Parking. Automobiles belonging to Owners must be parked in the designated parking spaces or on the street. Driveways, entrances, and crosswalks must not be obstructed. Parking of trucks, commercial vehicles, boats, trailers, or campers on the premises for an indefinite period is prohibited.

18. Storage Lockers. A storage locker located in the designated breezeway is assigned to each Unit. No items of personal property may be stored elsewhere outside of an ownership unit.

19. Pets. Owners and lessees may have and hold in their possession small household pets, subject, however, to approval of the Board of Directors in each and every instance. Pets, except those approved by the Board, shall not be permitted, and pets shall not be replaced without the approval of the Board of Directors. Such pets shall not be permitted in the Common Elements unless accompanied and controlled by the Owner or his agent, and under no circumstances shall such pets be permitted on the lawns or carports. Walking of pets shall be in a designated area to be designated by the Board, but in no event shall common areas be used by the owners for the walking of pets.

20. Swimming Pools. The swimming pool is owned in common by all unit owners. Therefore, each owner swims in his pool at his own risk as do members of his family, friends, invitees, relatives, and visitors. The Association shall not be liable for accidents, or damages to anyone whether under the attractive nuisance doctrine or not and the individual owner shall hold the Association harmless therefor. Extreme care should be used around pool areas and owners and their permittees shall

observe all rules and regulations, posted or otherwise, regarding safety and use of the pool.

The foregoing Regulations are subject to repeal and amendment and further regulations may be promulgated in the manner provided by the Declaration and by the By-Laws.

OF

HIGHLAND PARK CONDOMINIUM HOME OWNERS' ASSOCIATION, INC.

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS:

TO: JEROME BYRD, Secretary of State
State of Oklahoma

WE, THE UNDERSIGNED:

- Louis J. Bodnar 5015 N. Penn, Suite 100A
John K. Williams 5015 N. Penn, Suite 100A
Bart A. Boren 5015 N. Penn, Suite 100A

being persons legally competent to enter into contracts for the purposes of forming a corporation under "The Business Corporation Act" of the State of Oklahoma, do hereby adopt the following Articles of Incorporation.

ARTICLE I

The name of the corporation is HIGHLAND PARK CONDOMINIUM HOME OWNERS ASSOCIATION, INC.

ARTICLE II

The address of its registered office in the State of Oklahoma is Bodnar & Williams, Attorneys, Penn Park Office Center, 5015 N. Penn, Suite 100A, Oklahoma City, Oklahoma 73112. and the name of its registered agent is Louis J. Bodnar.

ARTICLE III

The duration of this corporation is fifty years and it is formed as a non-profit corporation.

ARTICLE IV

The nature of the business, objects and purposes to be transacted, promoted and carried on are to do any and all of the things herein mentioned as fully and to the same extent as natural persons could do and in any part of the world, to-wit:

(a) To organize and operate an association to provide for the acquisition, construction, management, maintenance and care of association property, as that term is defined in Section 528 of the Internal Revenue Code of 1954. No part of the net earnings of the association is to inure to the benefit of any shareholder or individual.

(b) To acquire and own and to provide for the maintenance and management of certain open spaces and other common elements and limited common elements and community facilities located within the unit ownership estate known as Highland Park Condominium Homes, in Cleveland County, State of Oklahoma, and to provide maintenance services for the residential properties

located therein, all in accordance with the recorded Declaration of Unit Estates and the covenants, conditions and restrictions stated therein.

For the purposes aforesaid this corporation shall have the following powers:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the corporation as set forth in the above mentioned Declaration of Unit Estates and the covenants, conditions and restrictions stated therein, applicable to the units comprising the unit ownership estate above described.

(b) To construct, improve, maintain and operate and to buy, own, sell, convey, assign, mortgage, encumber and lease any real estate and personal property necessary or incident to the furtherance of the business of this corporation;

(c) To borrow money and to issue evidence of indebtedness in the furtherance of any and all of the objects of the corporation business and to secure the same by any mortgage, lien, security agreement or pledge;

(d) To enter into any kind of activity and perform and carry out the contracts of any kind necessary to or in conjunction with or incidental to the accomplishments of the purposes of the corporation;

(e) To comply with and carry out all of the rights, duties and obligations imposed upon a unit ownership estate as set out in the Unit Ownership Estate Act of Oklahoma.

(f) Insofar as permitted by law, to do any and all other things that, in the judgment of the Board of Directors, will promote the business of the corporation for the common welfare and benefit of its members.

The foregoing shall be construed both as objects and powers and the enumeration thereof shall not be held to limit or restrict in any manner the general powers conferred upon this corporation by the laws of the State of Oklahoma.

ARTICLE V

The Corporation will not afford pecuniary gain incidentally or otherwise to its members.

ARTICLE VI

The membership of this corporation shall be made up of those persons or entities who hold legal title to the units of Highland Park Condominium Homes described in Article IV above. All owners of units shall have one vote per unit. Such vote must be exercised as a single vote; partial votes will not be permitted. Voting may be by proxy and exercised by persons holding valid written proxies. No cumulative voting will be permitted.

ARTICLE VII

The number of Directors to be elected at the first meeting of the shareholders is Three (3) to Five (5) in whom authority to adopt By-Laws is vested. However, the number of the directors may be changed from time to time in such lawful manner as is provided by the Declaration of Covenants, Conditions and Restrictions of Highland Park Condominium Homes and the By-Laws of this Corporation. The names and addresses of those persons initially to serve on the Board of Directors, until the election

of their successors at the first meeting of the shareholders on the first Monday in December, 1979, are:

Terry H. Jones 3900 N.W. 39th Expressway
Oklahoma City, Oklahoma

Tom H. Knott 3900 N.W. 39th Expressway
Oklahoma City, Oklahoma

Charles M. Chapman 3900 N.W. 39th Expressway
Oklahoma City, Oklahoma

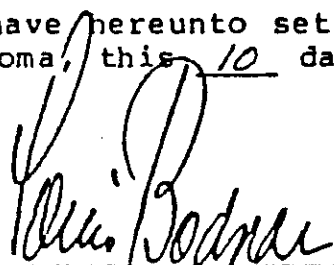
ARTICLE VIII

If the By-Laws so provide the Shareholders and Directors shall have the power to hold their meetings, to have an office or offices, and to keep the books of the corporation (subject to the provisions of the statutes) outside the State of Oklahoma at such places as may from time to time be designated by the By-Laws or by a resolution of the Board of Directors.

ARTICLE IX

This corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation, in the manner now or hereinafter prescribed by law and all rights conferred upon Officers, Directors and Shareholders are herein granted subject to this reservation.

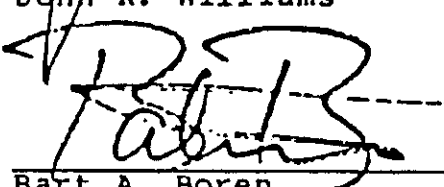
IN WITNESS WHEREOF, we have hereunto set our respective signatures in Oklahoma City, Oklahoma, this 10 day of November 1981.



Louis J. Bodnar



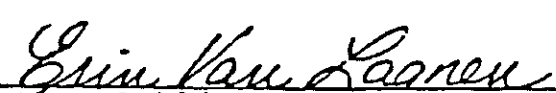
John K. Williams



Bart A. Boren

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 10 day of November, 1981, by Louis J. Bodnar, John K. Williams, and Bart A. Boren.



Notary Public

My Commission Expires:

October 26, 1982

the instrument of conveyance by which said person becomes an Owner of a Unit Estate.

Section 2. The rights of membership are subject to the payment of annual assessments, capital assessments and emergency assessments levied by the Corporation, the obligation of which assessments is imposed against each Owner of, and becomes a lien upon, the property against which such assessments are made, as provided in Article XV of the Declaration, which provisions are incorporated herein by reference and made a part hereof.

Section 3. The membership rights of any owner whose Unit Estate is subject to assessments, whether or not he is personally obligated to pay such assessments, may be suspended by the Board of Directors during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the Common Properties and the personal conduct of any person thereon, they may, in their discretion, suspend the membership rights of any such person for a violation of such rules and regulations for a period not to exceed 30 days.

ARTICLE IV

Voting Rights

Section 1. Each member shall be entitled to representation in all the affairs of the Corporation, in proportion to the interest of said member in units owned as specified in the Declaration.

Section 2. Voting shall be on a per unit basis, and the number of votes to which any person is entitled shall be based on one (1) vote per each unit owned.

Section 3. Majority of Unit Owners means the owners of more than fifty per cent of the aggregate interest in the units owned as established by the declaration. Any specified percentage of unit owners means such percentage in the aggregate of such total units owned.

ARTICLE V

Property Rights and Rights of Enjoyment of Common Properties

Section 1. Each Member shall be entitled to the use and enjoyment of the Common Properties, as provided by Article XVI of the Declaration.

Section 2. Any member may delegate his rights of enjoyment in the Common Properties to members of his family who reside upon the Properties or to any of his tenants who reside thereon under a leasehold interest for a term of one year or more. Such member shall notify the Secretary in writing of the name of any such person and the relationship of the member to such person. The rights and privileges of such person are subject to suspension under the provisions of Article III, Section 3 of these By-Laws to the same extent as those of the member.

ARTICLE VI

Corporation Purposes and Powers

Section 1. The Corporation is organized as a non-profit corporation for the purpose of promoting the health, safety and welfare of the Owners of Unit Estates in the Properties, as more fully set forth in Article IV of the Articles of Incorporation of the Corporation.

Section 2. Subject to the provisions of the Declaration and to the extent permitted by law, the Corporation may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least 30 days in advance and shall set forth the purpose of the meeting.

ARTICLE VII

Board of Directors

Section 1. The affairs of the Corporation shall be managed by a board of not less than three (3) nor more than five (5) directors, who need not be members of the Corporation. The initial Board of Directors shall consist of three to five members who shall hold office until election of their successors for the terms stated in Article VI of the Articles of Incorporation for the Corporation. Beginning with the first annual meeting to be held on the first Monday of _____, 19____, the members, at each annual meeting, shall elect not less than three (3) nor more than five (5) directors to serve for a term of one year.

Section 2. Vacancies in the Board of Directors shall be filled by the majority of the remaining directors, any such appointed director to hold office until his successor is elected by the members, who may make such election at the next annual meeting of the members or at any special meeting duly called for that purpose.

ARTICLE VIII

Election of Directors

Section 1. Election to the Board of Directors shall be a secret ballot. At such elections, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The names receiving the largest numbers of votes shall be elected.

Section 2. Nominations for election to the Board of Directors shall be made by a nominating committee.

Section 3. The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more members of the Corporation. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each such annual meeting.

ARTICLE IX

Powers and Duties of the Board of Directors

Section 1. The Board of Directors shall have power

(i) to call special meetings of the members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth of the voting membership.

(ii) to appoint and remove, at its pleasure all officers, agents and employees of the Corporation, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these by-laws shall be construed to prohibit the employment of any member, officer or director of the Corporation in any capacity whatsoever.

(iii) to establish, levy, assess, and collect the assessments or charges referred to herein.

(iv) to adopt and publish rules and regulations covering the use of Common Properties and the personal conduct of the members and their guests thereon, and to resolve disputes between owners.

(v) to exercise for the Corporation all powers, duties and authority vested in or delegated to the Corporation, except those reserved to the members in the Declaration;

(vi) in the event that any member of the Board of Directors shall be absent from three consecutive regular meetings of the Board of Directors, the Board may, by action taken at the meeting during which said third absence occurs, declare the office of said director to be vacant.

(vii) the Board of Directors may employ for the Association a management agent (Managing Agent) who shall have and exercise all of the powers granted to the Board of Directors by the Declaration and By-Laws except for the powers of attorney-in-fact set forth in the Declaration.

(viii) to own, convey, encumber, lease or otherwise deal with units conveyed to it as the result of enforcement of the lien for common expenses or otherwise.

(ix) to do all things necessary and proper for the sound and efficient management of the project.

(xii) to determine each year the advisability of election of tax exempt status under Section 528 of the Internal Revenue Code of 1954 or as that Section may hereafter be numbered.

(xiii) to borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration and these By-Laws, and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary. Such indebtedness shall be the several obligations of all of the owners in the same proportion as their interest in the general common elements.

(xiv) to enter into contracts within the scope of their duties and powers, including the purchasing and maintenance of insurance.

(xv) to establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors.

Section 2. It shall be the duty of the Board of Directors:

(i) to cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such is requested.

(ii) to supervise all officers, agents and employees of the Corporation and see that their duties are properly performed.

(iii) as more fully provided in Article XIV of the Declaration:

a. To fix the amount of the assessment against each Unit Estate for each assessment period;

b. To prepare a roster of the Unit Estates and the assessments applicable thereto which shall be kept in the office of the Corporation and shall be open to inspection by any member; and

c. To send written notice of each assessment to every Owner of the Unit Estate subject thereto.

(iv) to issue, or to cause an appropriate officer to issue, upon demand by any Unit Owner, mortgagee or prospective mortgagee of a Unit Estate, a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

Section 3. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by two-thirds (2/3) of the owners, and a successor may 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 heard at the meeting. Should any director miss three consecutive regular meetings of the Board of Directors, he may automatically be removed from the Board and a successor selected and approved by the Board to fill his unexpired term.

Section 4. The Board of Directors must require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be a common expense.

Section 5. No member of the Board of Directors shall receive any compensation for acting as such. However, members of the Board of Directors or Association may be reimbursed for expenses incurred by them in the performance of Association business.

ARTICLE X

Directors Meetings

Section 1. Regular meetings of the Board of Directors shall be held on the first Tuesday of each month at 8:00 p.m., provided, that the Board of Directors may, by resolution, change the day and hour of the holding of such regular meeting.

Section 2. Notice of such regular meeting is hereby dispensed with. If the day for the regular meeting shall fall upon a recognized holiday, the meeting shall be held at the same hour on the first date following which is not a holiday, and no notice thereof need be given.

Section 3. Special meetings of the Board of Directors shall be held when called by any officer of the Corporation or by any two directors, after not less than three days notice to each director.

Section 4. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made in a meeting duly held after regular call and notice if (i) a quorum is present, and, (ii) either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

Section 5. A majority of the Board of Directors shall constitute a quorum thereof.

Section 6. Any action which could be taken at a meeting of the Board of Directors may be taken by a written memorandum and record of action signed by all the directors and filed with the corporate records and made part of the corporate minutes.

ARTICLE XI

Officers

Section 1. The officers of the Corporation shall be a president, a vice president, a secretary, a treasurer, and such officers or assistants as the Board of Directors may deem desirable. More than one office may be held by the same person; provided, however, that the offices of president and vice president or president and secretary shall not be held by the same person; provided further, that neither the President nor Vice President shall also hold the office of Treasurer. The president and vice president shall be members of the Board of Directors.

Section 2. The officers shall be chosen by a majority vote of the directors.

Section 3. All officers shall hold office during the pleasure of the Board of Directors.

Section 4. The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, deeds and all other written instruments to be executed by the Corporation.

Section 5. The vice president shall perform the duties of the president in the president's absence.

Section 6. The secretary shall be the ex officio secretary to the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. The secretary shall also keep the records of the Corporation. He shall record in a book kept for that purpose the names of all members of the Corporation together with their addresses, as registered by such members.

Section 7. The treasurer shall receive and deposit in appropriate bank accounts all the monies of the Corporation and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the board. The treasurer shall sign all checks and notes of the Corporation, provided, that such checks and notes may also be signed by the president or vice president.

Section 8. The treasurer shall keep proper books of account and cause an annual audit of the Corporation books to be made by a certified public accountant at the completion of each fiscal year. He shall prepare an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

ARTICLE XII

Indemnification of Officers,
Directors and Managing Agent

Section 1. The Association shall indemnify through insurance or other means every Director, Officer, Managing Agent, their respective successors, personal representatives and heirs, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceedings to which he may be made a party by reason of his being or having been a Director, Officer or Managing Agent of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such

matters covered by the settlement as to 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, Officer or Managing Agent in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director, Officer or Managing Agent may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Article XIX shall be deemed to obligate the Association to indemnify any member or owner of a unit who is or has been a director or officer of the Association with respect to any duties or obligations assumed or liability incurred by him under and by virtue of the Declaration.

Section 2. Contracts or other commitments made by the Board of Directors, Officers or the Managing Agent shall be made as agent for the owners, and they shall have no personal responsibility on any such contract or commitment (except as owners), and the liability of any owner on such contract or commitment shall be limited to such proportionate share of the total liability thereof as the common interest of each owner bears to the aggregate common interest of all of the owners set forth on Exhibit D to the Declaration, except as provided in Article XV of the Declaration as to assessments for common expenses.

ARTICLE XIII

Meetings of Members

Section 1. The regular annual meeting of the members shall be held at a suitable place, convenient to the owners (in the Board's discretion), on the first Monday in December at the hour of 8:00 p.m. If the date for the annual meeting of the members shall fall upon a holiday, the meeting will be held at the same hour on the first day following which is not a holiday.

Section 2. Special meetings of the members for any purpose may be called at any time by the president, vice president, secretary or the treasurer, or by any two or more members of the board, or upon the written request of the members who have a right to vote one-fourth of the votes of the entire membership.

Section 3. Notice of any meeting shall be given to the members by the secretary. Notice may be given to the member either personally, or by sending a copy of the notice through the mail, postage prepaid, to his address appearing on the books of the corporation. Each member shall register his address with the secretary and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed at least six days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided, however, that if the business of any meeting shall involve an election of the Board of Directors, or any member thereof, or any action governed by the Articles of Incorporation or by the Declaration, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, 51% of the votes of the membership shall constitute a quorum for any action governed by these by-laws. Any action governed by the Articles of Incorporation or by the Declaration applicable to the Properties shall require a quorum as therein provided.

Section 5. 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 obtained, however, the place of the meeting must remain as stated in the notice.

Section 6. The order of business at all meetings of the owners shall be as follows:

1. Roll call and certifying proxies;
2. Proof of notice of meeting or waiver of notice;
3. Reading and disposal of unapproved minutes;
4. Reports of officers;
5. Reports of committees;
6. Election of directors, as applicable;
7. Unfinished business;
8. New business; and
9. Adjournment.

ARTICLE XIV

Proxies

Section 1. At all corporation meetings of members each member may vote either in person or by proxy.

Section 2. All proxies shall be in writing and filed with the secretary. No proxy shall extend beyond a period of 11 months and every proxy shall automatically cease upon sale by the member of his Unit Estate or other interest in the Properties.

ARTICLE XV

Obligations of the Owners

Section 1. Assessments. All owners shall be obligated to pay the monthly assessments imposed by the Association to meet the common expenses. The assessments imposed hereunder shall be due and payable monthly in advance. The amount of such assessments may be altered in accordance with the Declaration. A member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of members, within the meaning of these By-Laws, if, and only if, he shall have fully paid all assessments made or levied against him and the unit or units owned by him, and is not in violation of any rule or regulation of the Association then in force.

Section 2. Lien. The obligations of each owner to pay assessments shall be secured by a lien on the unit in favor of the Association and such obligation shall survive any sale thereof.

Section 3. Notice to Association of Lien or Suit. An owner shall give notice to the Association of every lien or encumbrance upon his unit, other than for taxes and special assessments, and notice of every suit or other proceeding which may affect the title to his unit, and such notice shall be given within five (5) days after the owner has knowledge thereof.

Section 4. Maintenance and Repair. (a) Every owner must perform promptly at his own expense all maintenance and repair work within his own unit and any limited common elements of which he has beneficial use, which, if omitted, would affect the project in its entirety or in part belonging to other owners. (b) An owner shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any general or limited common element damaged by his negligence or by the negligence of his family members, tenants, agents or guests, and the same shall become a lien in favor of the Association upon the ownership interest of the owner.

Section 5. Mechanic's Lien. Each owner agrees to indemnify and to hold each of the other owners harmless from any and all claims of mechanic's lien filed against other units and the appurtenant common elements for labor, materials, services or other products incorporated in the owner's unit. In the event such a lien is filed and/or a suit for foreclosure of mechanic's

lien is commenced, then within ten (10) days thereafter such owner shall be required to discharge the same as provided by the laws of the State of Oklahoma and furnish evidence thereof to the Association in writing within ten (10) days after such discharge becomes final. Should such owner fail so to do and the Association or its officers be made parties to any such suit, or be required to defend the same, all such costs including the Association's attorney fees shall be added to the assessments due from such owner's unit and paid with the next month's assessment falling due after the final determination of the Association's total expenses.

Section 6. General. (a) Each owner shall comply strictly with the provisions of the recorded Declaration and these By-Laws and amendments thereto. (b) Each owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which this project was built.

Section 7. Use of Units - Internal Changes. (a) All units shall be utilized only for residential purposes except as is otherwise provided in the Declaration. (b) An owner shall not make structural modifications or alterations to his unit or installations located therein or to the limited common elements of which he has beneficial use without the prior written approval of the Association or its designated Architectural Control Committee. The Association shall be notified in writing by certified mail, return receipt requested, of the intended modifications through the Managing Agent, or if no Managing Agent is employed, then through the President of the Association. The Association shall have the obligation to answer an owner's request within sixty (60) days after such notice, and failure to do so within such time shall mean that there is no objection to the proposed modification or alterations. The Association's decision in this connection shall be final.

Section 8. Use of General Common Elements and Limited Common Elements. Each owner may use the general common elements, sidewalks, pathways, roads and streets located within the entire project in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners.

Section 9. Right of Entry. (a) An owner shall and does grant the right of entry to the Managing Agent or to any other person authorized by the Association 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 the Association, or its representatives, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical, electrical or utility services which, if not performed, would affect the use of other units; provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the owner. In case of an emergency, such right of entry shall be immediate.

Section 10. Rules and Regulations. (a) The initial rules and regulations, which shall be effective until amended or supplemented by the Association, are annexed hereto and made a part hereof as Schedule A; (b) the Board of Directors, pursuant to Article IV of these By-Laws, reserves the power to establish, make and enforce compliance with such additional rules as may be necessary for the operation, use and occupancy of this project with the right to amend same from time to time. Copies of such rules and regulations shall be furnished to each owner prior to the date when the same shall become effective.

Section 11. Denial of Use of Amenities and Limited Common Elements. Should any owner be in default in the payment of any dues, assessments, or other sums due under the terms of the Declaration or these By-Laws, or be in violation of any of the terms of the Declaration, these By-Laws, or any rule or regulation then in force, after due notice to correct such violation, then in

any of such events, such owner may be denied the use of any of the amenities or common elements until such default or violation is appropriately cured.

ARTICLE XVI

Books and Papers

Section 1. The books, records and papers of the Corporation shall at all times during reasonable business hours be subject to the inspection of any member or mortgagee.

XVII

Fiscal Management

The provision for fiscal management of the units for and on behalf of all of the unit owners as set forth in the Declaration shall be supplemented by the following provisions:

Section 1. Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

Section 2. Accounts. The funds and expenditures of the unit owners by and through the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current expenses, which shall include all funds and expenditures within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves and to additional improvements.

(b) Reserves for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

(c) Reserves for replacement (sinking funds), which shall include funds for repair or replacement required because of damage, wear or obsolescence.

(d) Capital improvements, which shall include funds for construction of new improvements for which reserves for replacement have not been established.

ARTICLE XVIII

Mortgages

Section 1. Notice to Association. An owner who mortgages his unit shall notify the Association through the Managing Agent, if any, or the Secretary or Assistant Secretary of the Association, giving the name and address of his mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Units".

Section 2. Notice to Mortgagees of Unpaid Common Assessments. The Board of Directors, whenever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaid common assessments due from, or any other default by, the owner thereof.

Section 3. Notice to Mortgagees of Default by Owner. The Board of Directors, when giving notice to an owner of a default in paying common assessments or other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the Board of Directors and shall have the right, but not the obligation, to post a copy of such notice in a public place on the common grounds of the project without assuming any liability for such action.

Section 4. Examination of Books by Owners and Mortgagees. Each owner and each mortgagee of a unit shall be permitted to examine the books of account of the unit at reasonable times, on business days, after notice, and shall be permitted to receive, upon request, audited financial statements of the Association.

ARTICLE XIX

Committees

Section 1. Designation. The Board of Directors may, but shall not be required to, appoint an executive committee, and it may designate and appoint members to standing committees or special ad hoc committees for any useful or worthwhile purpose to function in an advisory capacity to the Board of Directors. The Board may establish rules for the conduct of these committees, as follows, and may delegate responsibility to said committees.

Section 2. Executive Committee. The executive committee shall consist of two persons who shall be appointed by the Board of Directors from the members of the Board. One member shall be the President. The executive committee shall supervise the affairs of the Association and shall regulate its internal economy, approved expenditures and commitments, act and carry out the established policies of the Association and report to the Directors at each meeting of the Board. The executive committee may hold regular meetings monthly, or as it may in its discretion determine. Special meetings may be called at any time by the chairman of the committee or by any of its members, either personally or by mail, telephone or telegraph, and a special meeting may be held by telephone.

Section 3. Nominating Committee. Before each annual meeting, the Board of Directors may appoint a committee of three members who shall nominate candidates for the Board. The names of the candidates shall be submitted on or before thirty (30) days before the election. Members may submit names of candidates other than those submitted by the nominating committee at least thirty (30) days prior to the election. Unless such names are submitted, either by the nominating committee or by the members, no person shall be elected whose name is not so submitted unless no nominations are made, in which event the names of candidates shall be submitted at the election by the members.

Section 4. Architectural Control Committee. The Architectural Control Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors of the Association and such persons shall serve at the pleasure of the Board of Directors. The affirmative vote of a majority of the members of the Architectural Control Committee which shall be the required quorum of the Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in these By-Laws.

(a) Improvements and Alterations; Plans and Specifications; Approval. Except for construction by the Declarant for purposes of restoration of improvements or structures to their original appearance or as otherwise provided in these By-Laws, no building, fence, wall or other improvements or structure shall be commenced, erected, placed, moved or maintained upon the project, nor shall any exterior addition to or change in any improvement located on the project be made until the complete plans and specifications showing the precise and exact nature, kind, shape, height, set-back, materials, color and location of the same shall have been submitted in duplicate to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the project by the Architectural Control Committee.

(b) Approvals; Copy of Plans and Specifications Deposited; Lapse of Time Paramount to Approval. Upon approval by the Architectural Control Committee of any plan and specifications submitted pursuant to the provisions of these By-Laws, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications which may be submitted to it within sixty (60) days after submission, then approval will not be required and this Article XVIII (4) shall be deemed to have been fully complied with.

(c) Construction; Limitations; Deviations from Plans and Specifications. Construction or alterations in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article XVIII (4) shall be commenced within six (6) months following the date upon which the same are approved by the Architectural Control Committee [whether by affirmative action or by forbearance from action, as provided in Section (b) of this Article XVIII (4)], and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Architectural Control Committee shall specify. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Control Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article XVIII shall again be required. There shall be no deviations from plans and specifications approved by the Architectural Control Committee without the prior consent in writing of the Architectural Control Committee. Approval for use on any unit of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Control Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use upon any other unit or units.

(d) Certificate of Compliance. Upon the completion of the construction or alteration of any building, fence, wall or other improvements or structure in accordance with plans and specifications approved by the Architectural Control Committee in accordance with the provisions of this Article XVIII, the Architectural Control Committee shall by prima facie evidence that the building, fence, all, or other improvements or structure referenced in such Declaration has been approved by the Architectural Control Committee and constructed or installed in full compliance with the provisions and requirements of these By-Laws as may be applicable.

(e) Rules and Regulations of Architectural Control Committee. The Architectural Control Committee shall from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, or guidelines and establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary and appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article XIX or any other provision or requirement of this Declaration. The Architectural Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article XIX. The decisions of the Architectural Control Committee shall be final, except that any owner who is aggrieved by any action or forbearance from action by the Architectural Control Committee may appeal the decision of the Architectural Control Committee to the Board of Directors. A vote of two-thirds of the then constituted Board of Directors shall be necessary to overrule a decision of the Architectural Control Committee.

(f) Enforcement; Right to Correct Violations. In the event any building, fence, wall or other improvements or structure shall be commenced, erected, placed, moved or maintained upon any unit, otherwise than in accordance with the provisions and requirements of this Article XIX, then the same shall be considered to have been undertaken in violation of this Article XIX and without the approval of the Architectural Control Committee required herein. Upon written notice from the Architectural Control Committee, such building, fence, wall or other structure or improvements shall be promptly removed. In the event the same is not removed, or the violation is not otherwise terminated, within fifteen (15) days after notice of such violation is delivered to the owner of the unit upon which such violation exists, then the Association shall have the right, through its agents and employees, to enter upon such unit and to take such steps as may be necessary to remove or otherwise terminate such violation and the costs thereof shall be assessed against the unit upon which such violation occurred. A statement for the amount thereof shall be rendered to the owner of said unit at which time the assessment shall become due and payable and a continuing lien upon said unit and an obligation of the Owners, and may be enforced as provided in Paragraph 20 of the Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any unit at any reasonable daylight hour for the purpose of ascertaining whether any violation of the provisions of this Article XIX or any of the other provisions or requirements of the Declaration, exist on such unit, provided, however, that no such entry and inspection shall be taken without a resolution of the Architectural Control Committee or the Board of Directors, and after reasonable notice to the owner of such unit. Neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 5. Welcoming Committee. The welcoming committee, consisting of at least three (3) persons, shall have the responsibility of assisting new residents in settling into their units and become a part of the Association by means of, among other things, a homeowner brochure, a directory of other residents, a shopping guide, information on local facilities, and a school district guide.

Section 6. Social Committee. The Social Committee, consisting of at least two (2) persons, shall have the responsibility of planning programs to make the best possible use of the facilities and amenities of the Association by means of developing an ongoing program of interaction and involvement.

Section 7. Newsletter Committee. The Newsletter Committee, consisting of at least two (2) persons, shall have the responsibility of providing residents with up-to-date information on new residents, association functions, the progress of the development, committee vacancies, rules and regulations changes, and other appropriate information.

Section 8. Finance and Insurance Committee. The Finance and Insurance Committee, consisting of at least two (2) persons, shall have the responsibility of advising the Board on insurance matters and the capital and operating budgets.

Section 9. Maintenance and Management Committee. The Maintenance and Management Committee, consisting of at least two (2) persons, shall have the responsibility of planning programs that conserve, enhance, and protect the project.

ARTICLE XX

Corporate Seal

Section 1. The Corporation shall have a seal in circular form, having within its circumference the name of the Corporation, the words "Corporate Seal", and the word "Oklahoma".

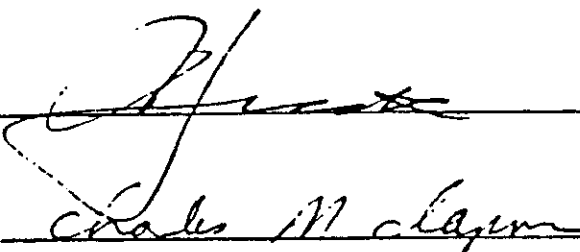
ARTICLE XXI


Amendments

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of 75% of the membership, provided that those provisions of these By-Laws which are governed by the Articles of the Corporation may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further, that any matter stated herein to be or which is in fact governed by the Declaration may not be amended except as provided in the Declaration.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; in the case of any conflict between the Declaration and these By-Laws the declaration shall control.

IN WITNESS WHEREOF, we, being all the directors of HIGHLAND PARK CONDOMINIUM HOME OWNERS' ASSOCIATION, INC., an Oklahoma non-profit corporation, have hereunto set our hands this 17th day of November, 1988.





SPECIAL RIGHTS OF MORTGAGEES

By virtue of the provisions of the Declaration and By-laws, any institutional holder of a first mortgage on a unit in the project will, upon request, be entitled to:

- a. Inspect the books and records of the project during normal business hours; and
- b. Receive an annual or otherwise properly certified audited financial statement of the project within 90 days following the end of any fiscal year of the project; and
- c. Written notice of all meetings of the Owners' Association and be permitted to designate a representative to attend all such meetings.

In the event of a substantial damage to or destruction of any unit or any part of the common elements, the institutional holder of any first mortgage on a unit will be entitled to timely written notice of any such damage or destruction and no provision of any document establishing the project will entitle the owner of a unit or other party to priority over such institutional holder with respect to the distribution to such unit of any insurance proceeds.

If any unit or portion thereof or the common elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage on a unit will be entitled to timely written notice of any such proceeding or proposed acquisition and no provision of any document establishing the Project will entitle the owner of a unit or other party to priority over such institutional holder with respect to the distribution to such unit of the proceeds of any award or settlement.

In the event any portion of the common elements encroaches upon any unit or any unit encroaches upon the common elements, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Project, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

The failure of any unit owner to comply with the provisions of the Declaration, By-laws and any Articles of Incorporation or equivalent document specified in (b) of the preamble of this opinion will give rise to a cause of action in the Owners Association and any aggrieved unit owner for the recovery of damages, or for injunctive relief, or both.

CONTRACT FOR SALE

THIS CONTRACT, made and entered into this _____ day of _____, 19____, by and between HIGHLAND PARK ASSOCIATES, LTD., an Oklahoma Limited Partnership, hereinafter referred to as "Seller", and _____ hereinafter referred to as "Buyer" (whether one or more);

WITNESSETH:

THAT, for and in consideration of the terms, considerations and covenants hereinafter set forth, and the payments to be made as herein provided, it is hereby agreed as follows, to-wit:

FIRST: Seller hereby agrees to sell and cause to be conveyed to Buyer by good and sufficient warranty deed, such deed to be substantially in the form attached hereto as Exhibit "A"; and Buyer hereby agrees to purchase and pay to Seller for the same in accordance with the terms and conditions herein, all of the following described real property (the "Premises") in Cleveland County, State of Oklahoma, to-wit:

Unit _____, HIGHLAND PARK CONDOMINIUM HOMES, a unit ownership estate, (according to the recorded Declaration thereof in the records of the County Clerk of Cleveland County, State of Oklahoma) and the undivided interest in the common elements appurtenant thereto, situated on the following described real estate, to-wit:

Lot Three (3), in Block Five (5) of COLONIAL ESTATES NO. 6, SECTION 2, to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof,

including all general common elements and limited common elements pertaining thereto and subject to the Declaration of Covenants, Conditions and Restrictions (Declaration of Unit Ownership Estate, Highland Park Condominium Homes) and By-Laws relating thereto, together with all the improvements thereon and the appurtenances, if any, thereunto belonging, and subject to existing zoning ordinances, restrictions, and easements;

for a total consideration of _____ Dollars (\$ _____), to be paid to Seller by Buyer in accordance with the terms and conditions set forth below, and to be paid in the following manner, to-wit:

(a) By executing this Contract, Seller herewith acknowledges receipt of the sum of _____ Dollars (\$ _____) from Buyer as part payment on the above mentioned purchase price, such sum being hereinafter sometimes referred to as the "Earnest Money";

(b) On the Closing Date, Buyer agrees to pay to Seller the balance of the above mentioned purchase price in full, as follows: _____

(c) Notwithstanding any other provision contained in this Agreement, it is agreed between Seller and Buyer that this contract is contingent upon Seller entering into contracts with credit qualified buyers for the sale of at least _____ units of Highland Park Condominium Homes, a unit ownership estate development in Norman, Oklahoma, of which the premises is one such unit. Seller agrees to file the above described Declaration upon this condition being satisfied. In the event of the sale of _____ units has not been contracted by Seller on or prior to _____, 19____, or, at the option of Seller, _____, 19____, both Buyer and Seller shall have the right, acting

unilaterally by written notice to the other, to declare this Agreement null and void and of no further force or effect as of the date of delivery of such notice and Buyer's earnest money deposit will be immediately returned to Buyer.

SECOND: Seller shall, on the Closing Date, cause to be executed and delivered to Buyer a Warranty Deed covering the Premises, free and clear of all liens and encumbrances of whatsoever nature, subject, however, to easements, right-of-way contracts, assessments and restrictive covenants of record, and less mineral interests therein previously reserved or conveyed of record.

THIRD: The Seller shall furnish, at Seller's expense, a Commitment for Owner's Policy of Title Insurance in the amount of the purchase price, showing title vested in Seller, such commitment to be furnished at or prior to closing. A subsequent owners policy shall be issued to the Buyer at the Buyer's expense, it being understood and agreed that the Seller's liability shall not exceed the expense of furnishing a title commitment only, with the Buyer to pay the owners policy premium therefor. Buyer will furnish any objections to Seller's title to Seller in writing within 15 days after delivery of such title policy and Seller will cure any defects and render the title marketable within 60 days thereafter. In the event Seller fails to perfect title within said time, this agreement shall, at the option of Buyer, become null and void. However, Buyer shall have the option to waive any title defects which are not cured by the Seller within the time above specified. Existing easements, rights-of-way, restrictive covenants, taxes of the current year and mineral conveyances shall not be deemed title defects, in addition, no matter shall be construed as an encumbrance or defect in title so long as the same is not so construed under the Real Estate Title Examination Standards of the Oklahoma Bar Association where applicable.

FOURTH: The Earnest Money shall be returned to Buyer if Seller's title is not made merchantable by the time above specified and the Buyer has not waived the defects; otherwise the same shall apply as part payment of the purchase price as aforesaid.

FIFTH: Ad valorem taxes and assessments shall be prorated as of the Closing Date upon the basis of the ad valorem taxes for the preceding year, and Seller shall pay to Buyer at closing Seller's pro rata share of such taxes.

SIXTH: No legal title nor right of possession in any of the premises shall vest in Buyer until Buyer has completed the purchase of the Premises in the manner and within the time herein set forth and until Buyer shall actually receive a deed of conveyance thereto. It is further agreed that this instrument cannot and shall not be recorded.

SEVENTH: If Buyer shall wrongfully refuse to close, Seller may, after giving fifteen (15) days' notice of such default in writing by registered or certified mail to Buyer: (1) retain the Earnest Money theretofore received from Buyer as liquidated damages and declare this Contract as cancelled and terminated, or (2) elect to sue for specific performance or damages for breach of contract, or both, in which suit Buyer covenants to pay a reasonable attorney's fee and expenses incurred by Seller therein. Buyer waives formal tender of a deed by Seller on notice of default.

EIGHT: Time is of the essence of this agreement, and this transaction is to be closed at the offices of Seller in Oklahoma City, Oklahoma, or at any other place designated by Seller in writing, not later than _____ days after the date hereof, or on _____. Closing may be extended by written agreement or in the event additional time is required in connection with the curing of title defects. Closing shall take place 15 days after the expiration of the time to cure

title defects, if any. If Buyer is presently a tenant at Highland Park, then during the period of time between the execution of this contract by Buyer and date of closing, Buyer will continue to occupy the unit as a tenant and shall be liable for rental payments and subject to the terms of the lease agreement Buyer earlier executed.

NINTH: Seller shall furnish to Buyer at Closing a complete release of all liens from all persons, firms, and corporations who have performed work or supplied materials to the Premises as well as an Affidavit by Seller that such releases include all the labor and materials for which any lien could be filed, and provided further, that all work requiring inspection by any governmental authorities having jurisdiction has been duly inspected and approved by such authorities and all requisite governmental approvals, licenses, and permits have been duly issued.

TENTH: The Buyers represent that they are of legal age and acknowledge that they have a bona fide intention of residing in the subject property as their principal place of residence and acknowledge that the Highland Park Condominium Home Owners' Association, Inc. has been established for the purpose of preserving, operating and maintaining the common elements of said unit ownership estate and facilities thereof. The Buyers further agree that they shall become members of said Association, that they accept and shall abide by the terms and conditions of the Association's Articles of Incorporation, By-Laws and all agreements entered into by the Association as well as the recorded Declaration of Covenants, Conditions and Restrictions and any amendments, supplements, and annexations thereto applicable to Highland Park Condominium Homes, a unit ownership estate. Buyer agrees to pay the assessments for common expenses required by the Declaration and By-Laws of said unit ownership estate.

ELEVENTH: So that the Association is protected from being unable to satisfy extraordinary expenses, during the initial states of development, a special contribution to the working reserve capital of the Association is required of the Buyer in the amount of three (3) months regular assessments payable at closing.

TWELFTH: Buyer has inspected the Premises and is satisfied with the condition thereof. Seller has agreed, if applicable, to perform the work described on Exhibit "B" attached hereto and Seller shall not be responsible for performing any other work or repairs. Buyer acknowledges that Seller was not the builder of the Premises and Buyer agrees to take the premises "as is" with all defects. SELLER SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS CONCERNING THE PHYSICAL CONDITION OF THE PREMISES AND OF ANY PERSONAL PROPERTY OR FIXTURES LOCATED THEREIN.

THIRTEENTH: This Contract for Sale is the entire agreement between the parties hereto. There are no promises, considerations, conditions, representations, understandings or agreements other than those stated herein. This Contract can be modified or amended only by an instrument in writing signed by both parties.

FOURTEENTH: Each and every one of the terms, conditions and covenants contained herein shall extend to and be binding upon both parties hereto, their respective heirs, executors, administrators, successors, and assigns; provided, however, that this Contract for Sale may not be assigned by Buyer without the prior written consent of Seller.

FIFTEENTH: This Agreement is conditioned upon the County Clerk of Cleveland County accepting for filing and the filing of the Declaration and any amendments, supplements and annexations for Highland Park Condominium Homes, a unit ownership estate, as said Declaration amendments, supplements, and

annexations affect the unit being purchased herein. The foregoing offer is made subject to acceptance in writing hereon by the Seller within _____ days from and after this date, and the return of an executed copy to the undersigned. If not so accepted, the said deposit is to be returned to the Buyer.

SIXTEENTH: The terms, agreements, and warranties survive the closing hereof.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first above written.

BUYER

BUYER'S ADDRESS:

Tel. No. _____

Received the sum of \$ _____ to be held and applied in accordance with the terms and conditions of the foregoing offer, dated this _____ day of _____, 19____.

By _____

The Seller accepts the foregoing offer and agrees to sell the above described real property on the terms and conditions herein stated.

Dated this _____ day of _____, 19____.

"SELLER"

HIGHLAND PARK ASSOCIATES, LTD.

By _____
C. Michael Chapman, General Partner

(Buyer) (Seller) agrees to pay Realtor _____ percent (%) commission.

Seller

Buyer

ADDENDUM

The deposit made by the purchaser under this Agreement of Sale will be held in a special account segregated from the other funds of the seller of such unit under this Agreement of Sale or in an escrow account maintained by a party not controlled by the Seller.

The purchaser, by executing the acceptance hereinafter shown, acknowledges that he has received and read the drafts of the Declaration, By-Laws and Articles of Incorporation or equivalent document pertaining to the aforementioned condominiums.

No substantial changes shall be made to the Declaration, By-Laws and Articles of Incorporation or equivalent document, prior to the closing of the sale of the unit without the prior written consent of the Purchaser.

RECEIPT

Buyer hereby acknowledges receipt of a copy of the Declaration of Unit Ownership Estate - Highland Park Condominium Homes, a copy of the By-Laws thereof, and a copy of the Rules and Regulations; and Buyer further acknowledges that copies of said instruments were made available to the Buyer prior to execution of the foregoing Contract for Sale.

Date: _____

BUYER

HIGHLAND PARK
Warranty Program

Notwithstanding any provision hereinabove to the contract, the Declarant will and does hereby warrant to the Condominium Owners Association the following common elements:

1. The exterior surface of the roof to all buildings;
2. The electrical wiring, water and sewer pipes;
3. The central boiler system; and
4. The swimming pool and the pump and filter system which serves it.

The Declarant will and does hereby warrant to the purchaser herein the following items:

1. The electrical wiring and water and sewer pipes serving that particular unit;
2. The air conditioning/heating system; and
3. The foundation and main structural elements to the unit.

The warranties on the common elements will be for a period of one (1) year from the date of turning the association over to the homeowners. The warranties on the individual units will run for a period of one (1) year from the date of closing of that unit.

The warranties will cover the complete repair or replacement of any stated item which is defective or becomes defective during the warranty period. The said warranty will not cover any damage caused by any owner, his agent or guest as a result of his negligence or misuse.

AMENDMENT TO DECLARATION OF UNIT OWNERSHIP ESTATE
HIGHLAND PARK CONDOMINIUM HOMES

1729 East Lindsey
 Norman, Oklahoma

THIS AMENDMENT TO DECLARATION OF UNIT OWNERSHIP ESTATE is made this 24th day of November, 1981, by HIGHLAND PARK ASSOCIATION LTD., of Oklahoma City, Oklahoma, an Oklahoma Limited Partnership, C. Michael Chapman, General Partner ("Declarant"), with reference to the following facts and specifically for the purpose of compliance to Federal National Mortgage Association's (FNMA) subsequent requirements for project approval, all as follows:

1. Article X, Paragraph 7 is hereby amended to specifically provide thirty (30) days prior written notice to the Association and each first mortgagee for the cancellation or substantial modification of policy or policies of insurance.

2. Article XII, Paragraph 3 of the Declaration is hereby amended in that the 30TH day of June, 1982, Declarant will transfer control of the Owners Association to the unit owners, notwithstanding the number of unit conveyances.

3. Article XIV, Paragraph 2(d) is hereby amended in that the Association must employ professional management for the project and may not assume project management without unanimous consent of all mortgagees of all units in the project.

4. Article XVII, is hereby amended regarding a reasonable method for dealing with any condemnation of the project with the addition of paragraph 9 providing as follows:

"9. Condemnation Awards. The Association and every unit owner affected covenant and agree that if at any time all or any portion of a unit or units shall be taken or damaged under the power of eminent domain the award received by condemnation proceedings for any property so taken or any payment received in lieu of such condemnation proceedings shall be paid directly to the First Mortgagee of affected unit(s) and all or any portion of such award or payment, at the option of the First Mortgagee, shall be applied to the indebtedness hereby secured in payment of the last maturing installments of the indebtedness or paid over, wholly or in part, to the Unit Owner for the purpose of altering, restoring or rebuilding any part of the unit affected which may have been altered, damaged or destroyed as a result of any such taking or damage, or for any other purpose or object satisfactory to First Mortgagee; provided that the First Mortgagee shall not be obligated to see to the application of any amount paid over to the Unit Owner; and further provided that if the First Mortgagee elects to apply such award to reduce the indebtedness thereby secured, the amortization required by the Note thereby secured will be reduced in accordance with the amount of the principal reduction. The Unit Owner(s) immediately upon obtaining knowledge of the institution of any proceedings or negotiations for the condemnation of the unit(s) affected, or any portion thereof, will notify the First Mortgagee of the pendency of such negotiations or proceedings. The First Mortgagee may participate in any such negotiations or proceedings, and the Unit Owner(s) from time to time will execute and deliver to the First Mortgagee all instruments requested by the First Mortgagee to permit such participation."

6. Article XVI, paragraph 9 is hereby amended to specifically provide that the Association and any mortgagee of an individual unit has the right of enforcing assessment liens against the individual units.

7. Article XV, Paragraph 6(f) is hereby amended to specifically provide that the Declarant is responsible for the assessments on units which Declarant owns and is responsible for any deficiency between common expenses and assessments collected

from unit owners during the period of development until control is transferred to the Association. The Declarant must, at least, make up any deficiency between income and expense during this period of control.

8. Article XVI, Paragraph 7 is hereby amended to provide that although no partition of a unit or the common elements is permitted at any time, nevertheless, in the event one is sought to be partitioned in the future, same will not be performed without prior written approval of at least the holder of any first mortgage lien on such unit.

9. Article XIV, Paragraph 2(d) to the Declaration is hereby amended to provide that the term of any management contract may not exceed one year, but may be renewable for one year consecutive periods.

10. Article XVI, Paragraph 8 is hereby amended to provide that the provisions thereof will remain as stated, except for claims for a pro-rata share of such assessment of charges resulting from a pro-rata reallocation of such assessments or charges to all units including the mortgaged units.

Dated this 24th day of November, 1981.

HIGHLAND PARK ASSOCIATES, LTD.

By C. Michael Chapman
C. Michael Chapman, General Partner

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 24th day of November, 1981, before me, the undersigned a Notary Public in and for the County and State aforesaid, personally appeared C. MICHAEL CHAPMAN, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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

Francis J. Morgan
Notary Public

My Commission Expires:
2-20-85

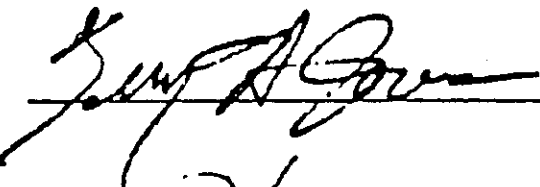
AMENDMENT TO BY-LAWS OF
 HIGHLAND PARK CONDOMINIUM
 HOME OWNERS' ASSOCIATION, INC.
An Oklahoma Non-Profit Corporation

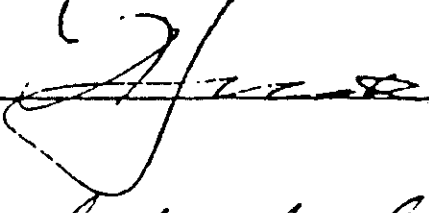
THIS AMENDMENT TO BY-LAWS of Highland Park Condominium Home Owners' Association, Inc. is made this 13th day of November, 1981, by the directors, with reference to the following facts and specifically for the purpose of compliance to Federal National Mortgage Association's (FNMA) subsequent requirements for project approval, all as follows:

1. Article XXI, Section 2 of the By-laws is hereby amended to provide that in the event of any conflict between the Articles of Incorporation and the By-laws and the Declaration, the provisions of the Declaration shall govern.

2. Article XXI, Section 1 of the By-laws is hereby amended to provide that in the event of any material amendment to the By-laws, prior written approval of each institutional holder of first mortgage lien on the units is specifically required.

IN WITNESS WHEREOF, we, being all the directors of HIGHLAND PARK CONDOMINIUM HOME OWNERS' ASSOCIATION, INC., an Oklahoma Non-Profit Corporation, have hereunto set our hands this 13th day of November, 1981.





 Charles A. Clapna

EXHIBIT D
HIGHLAND PARK CONDOMINIUM HOMES

UNIT	TYPE UNIT	SQ. FOOTAGE	% OF LIMITED COMMON ELEMENTS PER BLDG.	% OF COMMON ELEMEN.
1701	B			
1	1 BED	712	25%	0.6544238 %
2	1 BED	712	25%	0.6544238 %
3	1 BED	712	25%	0.6544238 %
4	1 BED	712	25%	0.6544238 %
1703	C			
1	2 BED	1101	25%	1.0119671 %
2	2 BED	1101	25%	1.0119671 %
3	2 BED	1101	25%	1.0119671 %
4	2 BED	1101	25%	1.0119671 %
1705	C			
1	2 BED	1101	25%	1.0119671 %
2	2 BED	1101	25%	1.0119671 %
3	2 BED	1101	25%	1.0119671 %
4	2 BED	1101	25%	1.0119671 %
1707	C			
1	2 BED	1101	25%	1.0119671 %
2	2 BED	1101	25%	1.0119671 %
3	2 BED	1101	25%	1.0119671 %
4	2 BED	1101	25%	1.0119671 %
1709	C			
1	2 BED	1101	25%	1.0119671 %
2	2 BED	1101	25%	1.0119671 %
3	2 BED	1101	25%	1.0119671 %
4	2 BED	1101	25%	1.0119671 %
1711	D			
1	3 BED	1152	25%	1.0588430 %
2	3 BED	1152	25%	1.0588430 %
3	3 BED	1152	25%	1.0588430 %
4	3 BED	1152	25%	1.0588430 %
1713	D			
1	3 BED	1152	25%	1.0588430 %
2	3 BED	1152	25%	1.0588430 %
3	3 BED	1152	25%	1.0588430 %
4	3 BED	1152	25%	1.0588430 %
1715	D			
1	3 BED	1152	25%	1.0588430 %
2	3 BED	1152	25%	1.0588430 %
3	3 BED	1152	25%	1.0588430 %
4	3 BED	1152	25%	1.0588430 %
1717	D			
1	3 BED	1152	25%	1.0588430 %
2	3 BED	1152	25%	1.0588430 %
3	3 BED	1152	25%	1.0588430 %
4	3 BED	1152	25%	1.0588430 %
1719	B			
1	1 BED	712	25%	0.6544238 %
2	1 BED	712	25%	0.6544238 %
3	1 BED	712	25%	0.6544238 %
4	1 BED	712	25%	0.6544238 %

EXHIBIT D
 HIGHLAND PARK CONDOMINIUM HOMES

UNIT	TYPE UNIT	SQ. FOOTAGE	% OF LIMITED COMMON ELEMENTS PER BLDG.	% OF COMMON ELEMENTS
1721	B			
1	1 BED	712	25%	0.6544238 %
2	1 BED	712	25%	0.6544238 %
3	1 BED	712	25%	0.6544238 %
4	1 BED	712	25%	0.6544238 %
1723	C			
1	2 BED	1101	25%	1.0119671 %
2	2 BED	1101	25%	1.0119671 %
3	2 BED	1101	25%	1.0119671 %
4	2 BED	1101	25%	1.0119671 %
1725	C			
1	2 BED	1101	25%	1.0119671 %
2	2 BED	1101	25%	1.0119671 %
3	2 BED	1101	25%	1.0119671 %
4	2 BED	1101	25%	1.0119671 %
1801	C			
1	2 BED	1101	25%	1.0119671 %
2	2 BED	1101	25%	1.0119671 %
3	2 BED	1101	25%	1.0119671 %
4	2 BED	1101	25%	1.0119671 %
1803	C			
1	2 BED	1101	25%	1.0119671 %
2	2 BED	1101	25%	1.0119671 %
3	2 BED	1101	25%	1.0119671 %
4	2 BED	1101	25%	1.0119671 %
1805	B			
1	1 BED	712	25%	0.6544238 %
2	1 BED	712	25%	0.6544238 %
3	1 BED	712	25%	0.6544238 %
4	1 BED	712	25%	0.6544238 %
1807	B			
1	1 BED	712	25%	0.6544238 %
2	1 BED	712	25%	0.6544238 %
3	1 BED	712	25%	0.6544238 %
4	1 BED	712	25%	0.6544238 %
1809	A			
1	EFF.	333	16.6667%	0.3060718 %
2	EFF.	333	16.6667%	0.3060718 %
3	EFF.	333	16.6667%	0.3060718 %
4	EFF.	333	16.6667%	0.3060718 %
5	EFF.	333	16.6667%	0.3060718 %
6	EFF.	333	16.6667%	0.3060718 %
1811	D			
1	3 BED	1152	25%	1.0588430 %
2	3 BED	1152	25%	1.0588430 %
3	3 BED	1152	25%	1.0588430 %
4	3 BED	1152	25%	1.0588430 %
1813	D			
1	3 BED	1152	25%	1.0588430 %
2	3 BED	1152	25%	1.0588430 %
3	3 BED	1152	25%	1.0588430 %
4	3 BED	1152	25%	1.0588430 %

HIGHLAND PARK CONDOMINIUM HOMES

UNIT	TYPE UNIT	SQ. FOOTAGE	% OF LIMITED COMMON ELEMENTS PER BLDG.	% OF COMMON ELEMENTS
1815	D			
1	3 BED	1152	25%	1.0588430 %
2	3 BED	1152	25%	1.0588430 %
3	3 BED	1152	25%	1.0588430 %
4	3 BED	1152	25%	1.0588430 %
1817	D			
1	3 BED	1152	25%	1.0588430 %
2	3 BED	1152	25%	1.0588430 %
3	3 BED	1152	25%	1.0588430 %
4	3 BED	1152	25%	1.0588430 %
1819	C			
1	2 BED	1101	25%	1.0119671 %
2	2 BED	1101	25%	1.0119671 %
3	2 BED	1101	25%	1.0119671 %
4	2 BED	1101	25%	1.0119671 %
1821	C			
1	2 BED	1101	25%	1.0119671 %
2	2 BED	1101	25%	1.0119671 %
3	2 BED	1101	25%	1.0119671 %
4	2 BED	1101	25%	1.0119671 %
1823	C			
1	2 BED	1101	25%	1.0119671 %
2	2 BED	1101	25%	1.0119671 %
3	2 BED	1101	25%	1.0119671 %
4	2 BED	1101	25%	1.0119671 %
1825	C			
1	2 BED	1101	25%	1.0119671 %
2	2 BED	1101	25%	1.0119671 %
3	2 BED	1101	25%	1.0119671 %
4	2 BED	1101	25%	1.0119671 %
1827	B			
1	1 BED	712	25%	0.6544238 %
2	1 BED	712	25%	0.6544238 %
3	1 BED	712	25%	0.6544238 %
4	1 BED	712	25%	0.6544238 %

Voting: One vote per unit owned.

KNOW ALL MEN BY THESE PRESENTS:

That first party, in consideration of Dollars and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto

second part, the following described real property and premises situated in Cleveland County, State of Oklahoma, to-wit:

Unit, HIGHLAND PARK CONDOMINIUM HOMES, a unit ownership estate, (according to the recorded Declaration thereof in the records of the County Clerk of Cleveland County, State of Oklahoma), and the undivided interest in the common elements appertaining thereto, situated on the following described real estate, to-wit:

Lot Three (3) in Block Five (5), of COLONIAL ESTATES NO. 6, SECTION 1, to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof,

together with all appurtenances thereunto belonging and warranting the title to the same.

TO HAVE AND TO HOLD said described premises unto the second part, and to heirs and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature, subject to easements of Unit Ownership Estate, herein called "Declaration", filed in the office of the County Clerk of Cleveland County, Oklahoma, on, in Book at Page, EXCEPT mineral interests, if any, previously reserved or conveyed of record. The Declaration sets forth covenants for assessments applicable to the premises and the creation of liens thereon, property rights in "Common Elements", as therein defined, membership and voting rights in the Live Oak Condominium Owners' Association, Inc., architectural control, land classification and permitted uses and restrictions, and other restrictions and covenants affecting the premises.

Signed and delivered this day of 19.

HIGHLAND PARK ASSOCIATES, LTD.

By C. Michael Chapman, General Partner

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this day of, 198, before me, the undersigned a Notary Public in and for the County and State aforesaid, personally appeared C. MICHAEL CHAPMAN, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires:

ADMINISTRATIVE REGULATIONS
HIGHLAND PARK CONDOMINIUM HOMES

NORMAN, OKLAHOMA

In order to maintain and preserve the beauty, dignity, and the peace of each individual Unit Owner, the grounds and the buildings, and for the mutual protection among Unit Owners, these rules are adopted:

1. Posting of Names. Owners may post their names on their carport entryway and on their mailbox. Posting of names elsewhere is prohibited.
2. Refuse Collection. All garbage and other refuse shall be deposited in the refuse pickup receptacles specified by the Association, at the designated locations, for pick up and removal from the premises.
3. Rubbish Litter. No rugs shall be beaten on the porches or balconies. No dust, rubbish or litter shall be swept from any Unit into an open area of the Buildings, nor shall any dust, rubbish, litter or anything else be thrown or emptied from any of the windows, porches or balconies, nor shall anything be hung from the outside of the windows, porches, balconies or patio fences.
4. Laundry or Other Items. No laundry, wash, clothing, rugs, carpets, or other articles may be placed on window sills, displayed, or hung in or from windows, porches, balconies, patio fences or be aired or dried anywhere other than inside the units or in such other places, if any, as the Association may from time to time designate for such purposes.
5. Sidewalks, Entrys. The sidewalks, and entrys shall not be obstructed or used for any purpose other than ingress and egress to and from the Units. The owners will keep the sidewalks, entrys and exterior areas free and clear of unsightly objects, including, but not limited to, bicycles, tricycles, toys, mops, brooms, paper and litter.
6. Windows-Doors. Window and door screens shall not be removed except for cleaning and must be replaced immediately after cleaning. No objectionable or unsightly objects are permitted to be displayed or placed in windowsills.
7. Water Usage. The water closets, stools and other water apparatus shall not be used for any purpose other than for which they were constructed and no sweepings, rubbish, papers, ashes, or other substances shall be thrown therein. Water shall not be left running for any unreasonable or unnecessary length of time. Washing of automobiles or other vehicles is strictly prohibited in the carports, or elsewhere on the premises.
8. Electrical and Gas Apparatus. No Owner shall interfere in any manner with any heating or electrical apparatus in or about any building on the premises, except such apparatus as serves his family unit and is contained therein. Gas is to be used for heating of the Unit, heating of hot water, exterior gas lights, and lighting of firewood in the fire place, and for no other purpose. Conservation of electricity, gas and water is the responsibility of each owner.
9. Building Damage. All damage to buildings, sidewalks, carports, or lawns caused by the moving or carrying of furniture or merchandise, or the improper use of bicycles, motorcycles or other vehicles shall be paid for by the Owner responsible for such damage.
10. Outside Wiring Antennas. No outside antennas, writing, etc. for radios, television, C.B. or shortwave radio equipment shall be permitted.

11. Noise, disturbances. No Owner shall make or permit any disturbing noises in his Unit by himself, his family, servants, employees or visitors, nor do or permit anything that will interfere with the rights, comfort, or convenience of other Owners. No Owner shall play or permit to be played any musical instrument or operate or permit to be operated any phonograph, radio, or television set in his Unit if the same shall disturb or annoy other occupants of the building or neighborhood.

12. Grounds, Plantings. No Owner shall cut or permit his family, servants, employees or visitors to cut flowers or shrubs or pick or cut branches from trees on the grounds of the premises. No vegetable plots or flower gardens shall be planted or cultivated by Owners on the Common Elements of the premises.

13. Grounds, Activities. Active sports such as baseball, football, badminton, etc. and the riding of bicycles and motorbikes are prohibited on the grounds, walks and lawns adjacent to the buildings.

14. Cooking. Preparation, cooking and serving of food shall be permitted only inside the Units, or in such outside Common Elements, if any, as the Association may from time to time designate for such purposes.

15. Attention and Repair of Buildings. Unit Owners are reminded that alteration and repair of the buildings are the responsibility of the Association except for the interior of the Units. No work of any kind is to be done upon the exterior building walls or upon interior supporting walls without first obtaining the approval required by the Declaration and the By-Laws.

16. Gratuities. The management, personnel, and staff are adequately compensated and no gratuities are to be given them -- this is not to preclude appropriate remembrances at Christmas or at other particular occasions.

17. Automobiles, Parking. Automobiles belonging to Owners must be parked in the designated parking spaces or on the street. Driveways, entrances, and crosswalks must not be obstructed. Parking of trucks, commercial vehicles, boats, trailers, or campers on the premises for an indefinite period is prohibited.

18. Storage Lockers. A storage locker located in the designated breezeway is assigned to each Unit. No items of personal property may be stored elsewhere outside of an ownership unit.

19. Pets. Owners and lessees may have and hold in their possession small household pets, subject, however, to approval of the Board of Directors in each and every instance. Pets, except those approved by the Board, shall not be permitted, and pets shall not be replaced without the approval of the Board of Directors. Such pets shall not be permitted in the Common Elements unless accompanied and controlled by the Owner or his agent, and under no circumstances shall such pets be permitted on the lawns or carports. Walking of pets shall be in a designated area to be designated by the Board, but in no event shall common areas be used by the owners for the walking of pets.

20. Swimming Pools. The swimming pool is owned in common by all unit owners. Therefore, each owner swims in his pool at his own risk as do members of his family, friends, invitees, relatives, and visitors. The Association shall not be liable for accidents, or damages to anyone whether under the attractive nuisance doctrine or not and the individual owner shall hold the Association harmless therefor. Extreme care should be used around pool areas and owners and their permittees shall

observe all rules and regulations, posted or otherwise, regarding safety and use of the pool.

The foregoing Regulations are subject to repeal and amendment and further regulations may be promulgated in the manner provided by the Declaration and by the By-Laws.

OF

HIGHLAND PARK CONDOMINIUM HOME OWNERS' ASSOCIATION, INC.

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA) SS:

TO: JEROME BYRD, Secretary of State
State of Oklahoma

WE, THE UNDERSIGNED:

Louis J. Bodnar 5015 N. Penn, Suite 100A
Oklahoma City, Oklahoma 73112
John K. Williams 5015 N. Penn, Suite 100A
Oklahoma City, Oklahoma 73112
Bart A. Boren 5015 N. Penn, Suite 100A
Oklahoma City, Oklahoma 73112

being persons legally competent to enter into contracts for the purposes of forming a corporation under "The Business Corporation Act" of the State of Oklahoma, do hereby adopt the following Articles of Incorporation.

ARTICLE I

The name of the corporation is HIGHLAND PARK CONDOMINIUM HOME OWNERS ASSOCIATION, INC.

ARTICLE II

The address of its registered office in the State of Oklahoma is Bodnar & Williams, Attorneys, Penn Park Office Center, 5015 N. Penn, Suite 100A, Oklahoma City, Oklahoma 73112. and the name of its registered agent is Louis J. Bodnar.

ARTICLE III

The duration of this corporation is fifty years and it is formed as a non-profit corporation.

ARTICLE IV

The nature of the business, objects and purposes to be transacted, promoted and carried on are to do any and all of the things herein mentioned as fully and to the same extent as natural persons could do and in any part of the world, to-wit:

(a) To organize and operate an association to provide for the acquisition, construction, management, maintenance and care of association property, as that term is defined in Section 528 of the Internal Revenue Code of 1954. No part of the net earnings of the association is to inure to the benefit of any shareholder or individual.

(b) To acquire and own and to provide for the maintenance and management of certain open spaces and other common elements and limited common elements and community facilities located within the unit ownership estate known as Highland Park Condominium Homes, in Cleveland County, State of Oklahoma, and to provide maintenance services for the residential properties

located therein, all in accordance with the recorded Declaration of Unit Estates and the covenants, conditions and restrictions stated therein.

For the purposes aforesaid this corporation shall have the following powers:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the corporation as set forth in the above mentioned Declaration of Unit Estates and the covenants, conditions and restrictions stated therein, applicable to the units comprising the unit ownership estate above described.

(b) To construct, improve, maintain and operate and to buy, own, sell, convey, assign, mortgage, encumber and lease any real estate and personal property necessary or incident to the furtherance of the business of this corporation;

(c) To borrow money and to issue evidence of indebtedness in the furtherance of any and all of the objects of the corporation business and to secure the same by any mortgage, lien, security agreement or pledge;

(d) To enter into any kind of activity and perform and carry out the contracts of any kind necessary to or in conjunction with or incidental to the accomplishments of the purposes of the corporation;

(e) To comply with and carry out all of the rights, duties and obligations imposed upon a unit ownership estate as set out in the Unit Ownership Estate Act of Oklahoma.

(f) Insofar as permitted by law, to do any and all other things that, in the judgment of the Board of Directors, will promote the business of the corporation for the common welfare and benefit of its members.

The foregoing shall be construed both as objects and powers and the enumeration thereof shall not be held to limit or restrict in any manner the general powers conferred upon this corporation by the laws of the State of Oklahoma.

ARTICLE V

The Corporation will not afford pecuniary gain incidentally or otherwise to its members.

ARTICLE VI

The membership of this corporation shall be made up of those persons or entities who hold legal title to the units of Highland Park Condominium Homes described in Article IV above. All owners of units shall have one vote per unit. Such vote must be exercised as a single vote; partial votes will not be permitted. Voting may be by proxy and exercised by persons holding valid written proxies. No cumulative voting will be permitted.

ARTICLE VII

The number of Directors to be elected at the first meeting of the shareholders is Three (3) to Five (5) in whom authority to adopt By-Laws is vested. However, the number of the directors may be changed from time to time in such lawful manner as is provided by the Declaration of Covenants, Conditions and Restrictions of Highland Park Condominium Homes and the By-Laws of this Corporation. The names and addresses of those persons initially to serve on the Board of Directors, until the election

EXHIBIT "II"

Attached to Declaration of Unit Ownership Estate
Highland Park Condominium Homes

By-Laws
Highland Park Condominium Home Owners' Association, Inc.

BY-LAWSHIGHLAND PARK CONDOMINIUM HOME OWNERS' ASSOCIATION, INC.An Oklahoma Non-Profit Corporation

ARTICLE I

Definitions

Section 1. "Corporation" shall mean and refer to Highland Park Condominium Home Owners' Association, Inc., an Oklahoma Non-Profit Corporation.

Section 2. "The Properties" shall mean and refer to certain real property described as follows, to-wit:

Lot Three (3) in Block (5) of COLONIAL ESTATES NO. 6, SECTION 1, to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof,

together with all buildings and other improvements located thereon.

Section 3. "Common Properties" shall mean and refer to the above-described land, foundations, columns, girders, beams, supports, supporting walls, roofs, fire escapes, entrances and exits to the buildings, yards, gardens, fences, parking areas and structures, storage areas and facilities, all installations of central services, including power, light, gas, hot and cold water, heating, refrigeration, and air-conditioning, tanks, pumps, motors, fans, compressors, ducts and, in general, all apparatus and installations existing for common use, and all other parts of the Properties necessary or convenient for the common benefit and enjoyment of the owners of units in the properties.

Section 4. "Unit Estate" shall mean a part of the properties intended for independent use as a residence, including the several enclosed spaces therein, together with the undivided interest in the Common Properties which appertains to said unit, pursuant to the declaration of unit ownership estate to be filed with the County Clerk of Cleveland County, State of Oklahoma, pertaining to the above property (the "Declaration").

Section 5. "Owner" shall mean the record owner, whether one or more persons, of the fee simple title to any Unit Estate, including contract sellers, but shall not include a mortgagee unless such mortgagee has acquired title pursuant to foreclosure; nor shall such term include any other person who has an interest merely as security for the performance of an obligation.

Section 6. "Declaration" shall mean the Declaration of Unit Ownership Estate - Highland Park Condominium Homes, Norman, Oklahoma, filed under the provision of the Oklahoma Unit Ownership Estate Act.

ARTICLE II

Location

Section 1. The principal office of the Corporation shall be located at 5015 N. Penn, Suite 100A, Oklahoma City, Oklahoma.

ARTICLE III

Membership

Section 1. Every record Owner of a Unit Estate shall be a member of the Corporation concurrently with the recordation of

the instrument of conveyance by which said person becomes an Owner of a Unit Estate.

Section 2. The rights of membership are subject to the payment of annual assessments, capital assessments and emergency assessments levied by the Corporation, the obligation of which assessments is imposed against each Owner of, and becomes a lien upon, the property against which such assessments are made, as provided in Article XV of the Declaration, which provisions are incorporated herein by reference and made a part hereof.

Section 3. The membership rights of any owner whose Unit Estate is subject to assessments, whether or not he is personally obligated to pay such assessments, may be suspended by the Board of Directors during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the Common Properties and the personal conduct of any person thereon, they may, in their discretion, suspend the membership rights of any such person for a violation of such rules and regulations for a period not to exceed 30 days.

ARTICLE IV

Voting Rights

Section 1. Each member shall be entitled to representation in all the affairs of the Corporation, in proportion to the interest of said member in units owned as specified in the Declaration.

Section 2. Voting shall be on a per unit basis, and the number of votes to which any person is entitled shall be based on one (1) vote per each unit owned.

Section 3. Majority of Unit Owners means the owners of more than fifty per cent of the aggregate interest in the units owned as established by the declaration. Any specified percentage of unit owners means such percentage in the aggregate of such total units owned.

ARTICLE V

Property Rights and Rights of Enjoyment of Common Properties

Section 1. Each Member shall be entitled to the use and enjoyment of the Common Properties, as provided by Article XVI of the Declaration.

Section 2. Any member may delegate his rights of enjoyment in the Common Properties to members of his family who reside upon the Properties or to any of his tenants who reside thereon under a leasehold interest for a term of one year or more. Such member shall notify the Secretary in writing of the name of any such person and the relationship of the member to such person. The rights and privileges of such person are subject to suspension under the provisions of Article III, Section 3 of these By-Laws to the same extent as those of the member.

ARTICLE VI

Corporation Purposes and Powers

Section 1. The Corporation is organized as a non-profit corporation for the purpose of promoting the health, safety and welfare of the Owners of Unit Estates in the Properties, as more fully set forth in Article IV of the Articles of Incorporation of the Corporation.

Section 2. Subject to the provisions of the Declaration and to the extent permitted by law, the Corporation may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least 30 days in advance and shall set forth the purpose of the meeting.

ARTICLE VII

Board of Directors

Section 1. The affairs of the Corporation shall be managed by a board of not less than three (3) nor more than five (5) directors, who need not be members of the Corporation. The initial Board of Directors shall consist of three to five members who shall hold office until election of their successors for the terms stated in Article VI of the Articles of Incorporation for the Corporation. Beginning with the first annual meeting to be held on the first Monday of _____, 19____, the members, at each annual meeting, shall elect not less than three (3) nor more than five (5) directors to serve for a term of one year.

Section 2. Vacancies in the Board of Directors shall be filled by the majority of the remaining directors, any such appointed director to hold office until his successor is elected by the members, who may make such election at the next annual meeting of the members or at any special meeting duly called for that purpose.

ARTICLE VIII

Election of Directors

Section 1. Election to the Board of Directors shall be a secret ballot. At such elections, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The names receiving the largest numbers of votes shall be elected.

Section 2. Nominations for election to the Board of Directors shall be made by a nominating committee.

Section 3. The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more members of the Corporation. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each such annual meeting.

ARTICLE IX

Powers and Duties of the Board of Directors

Section 1. The Board of Directors shall have power

(i) to call special meetings of the members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth of the voting membership.

(ii) to appoint and remove, at its pleasure all officers, agents and employees of the Corporation, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these by-laws shall be construed to prohibit the employment of any member, officer or director of the Corporation in any capacity whatsoever.

(iii) to establish, levy, assess, and collect the assessments or charges referred to herein.

(iv) to adopt and publish rules and regulations covering the use of Common Properties and the personal conduct of the members and their guests thereon, and to resolve disputes between owners.

(v) to exercise for the Corporation all powers, duties and authority vested in or delegated to the Corporation, except those reserved to the members in the Declaration;

(vi) in the event that any member of the Board of Directors shall be absent from three consecutive regular meetings of the Board of Directors, the Board may, by action taken at the meeting during which said third absence occurs, declare the office of said director to be vacant.

(vii) the Board of Directors may employ for the Association a management agent (Managing Agent) who shall have and exercise all of the powers granted to the Board of Directors by the Declaration and By-Laws except for the powers of attorney-in-fact set forth in the Declaration.

(viii) to own, convey, encumber, lease or otherwise deal with units conveyed to it as the result of enforcement of the lien for common expenses or otherwise.

(ix) to do all things necessary and proper for the sound and efficient management of the project.

(xii) to determine each year the advisability of election of tax exempt status under Section 528 of the Internal Revenue Code of 1954 or as that Section may hereafter be numbered.

(xiii) to borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration and these By-Laws, and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary. Such indebtedness shall be the several obligations of all of the owners in the same proportion as their interest in the general common elements.

(xiv) to enter into contracts within the scope of their duties and powers, including the purchasing and maintenance of insurance.

(xv) to establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors.

Section 2. It shall be the duty of the Board of Directors:

(i) to cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such is requested.

(ii) to supervise all officers, agents and employees of the Corporation and see that their duties are properly performed.

(iii) as more fully provided in Article XIV of the Declaration:

a. To fix the amount of the assessment against each Unit Estate for each assessment period;

b. To prepare a roster of the Unit Estates and the assessments applicable thereto which shall be kept in the office of the Corporation and shall be open to inspection by any member; and

c. To send written notice of each assessment to every Owner of the Unit Estate subject thereto.

(iv) to issue, or to cause an appropriate officer to issue, upon demand by any Unit Owner, mortgagee or prospective mortgagee of a Unit Estate, a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

Section 3. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by two-thirds (2/3) of the owners, and a successor may 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 heard at the meeting. Should any director miss three consecutive regular meetings of the Board of Directors, he may automatically be removed from the Board and a successor selected and approved by the Board to fill his unexpired term.

Section 4. The Board of Directors must require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be a common expense.

Section 5. No member of the Board of Directors shall receive any compensation for acting as such. However, members of the Board of Directors or Association may be reimbursed for expenses incurred by them in the performance of Association business.

ARTICLE X

Directors Meetings

Section 1. Regular meetings of the Board of Directors shall be held on the first Tuesday of each month at 8:00 p.m., provided, that the Board of Directors may, by resolution, change the day and hour of the holding of such regular meeting.

Section 2. Notice of such regular meeting is hereby dispensed with. If the day for the regular meeting shall fall upon a recognized holiday, the meeting shall be held at the same hour on the first date following which is not a holiday, and no notice thereof need be given.

Section 3. Special meetings of the Board of Directors shall be held when called by any officer of the Corporation or by any two directors, after not less than three days notice to each director.

Section 4. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made in a meeting duly held after regular call and notice if (i) a quorum is present, and, (ii) either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

Section 5. A majority of the Board of Directors shall constitute a quorum thereof.

Section 6. Any action which could be taken at a meeting of the Board of Directors may be taken by a written memorandum and record of action signed by all the directors and filed with the corporate records and made part of the corporate minutes.

ARTICLE XI

Officers

Section 1. The officers of the Corporation shall be a president, a vice president, a secretary, a treasurer, and such officers or assistants as the Board of Directors may deem desirable. More than one office may be held by the same person; provided, however, that the offices of president and vice president or president and secretary shall not be held by the same person; provided further, that neither the President nor Vice President shall also hold the office of Treasurer. The president and vice president shall be members of the Board of Directors.

Section 2. The officers shall be chosen by a majority vote of the directors.

Section 3. All officers shall hold office during the pleasure of the Board of Directors.

Section 4. The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, deeds and all other written instruments to be executed by the Corporation.

Section 5. The vice president shall perform the duties of the president in the president's absence.

Section 6. The secretary shall be the ex officio secretary to the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. The secretary shall also keep the records of the Corporation. He shall record in a book kept for that purpose the names of all members of the Corporation together with their addresses, as registered by such members.

Section 7. The treasurer shall receive and deposit in appropriate bank accounts all the monies of the Corporation and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the board. The treasurer shall sign all checks and notes of the Corporation, provided, that such checks and notes may also be signed by the president or vice president.

Section 8. The treasurer shall keep proper books of account and cause an annual audit of the Corporation books to be made by a certified public accountant at the completion of each fiscal year. He shall prepare an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

ARTICLE XII

Indemnification of Officers,
Directors and Managing Agent

Section 1. The Association shall indemnify through insurance or other means every Director, Officer, Managing Agent, their respective successors, personal representatives and heirs, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceedings to which he may be made a party by reason of his being or having been a Director, Officer or Managing Agent of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such

matters covered by the settlement as to 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, Officer or Managing Agent in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director, Officer or Managing Agent may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Article XIX shall be deemed to obligate the Association to indemnify any member or owner of a unit who is or has been a director or officer of the Association with respect to any duties or obligations assumed or liability incurred by him under and by virtue of the Declaration.

Section 2. Contracts or other commitments made by the Board of Directors, Officers or the Managing Agent shall be made as agent for the owners, and they shall have no personal responsibility on any such contract or commitment (except as owners), and the liability of any owner on such contract or commitment shall be limited to such proportionate share of the total liability thereof as the common interest of each owner bears to the aggregate common interest of all of the owners set forth on Exhibit D to the Declaration, except as provided in Article XV of the Declaration as to assessments for common expenses.

ARTICLE XIII

Meetings of Members

Section 1. The regular annual meeting of the members shall be held at a suitable place, convenient to the owners (in the Board's discretion), on the first Monday in December at the hour of 8:00 p.m. If the date for the annual meeting of the members shall fall upon a holiday, the meeting will be held at the same hour on the first day following which is not a holiday.

Section 2. Special meetings of the members for any purpose may be called at any time by the president, vice president, secretary or the treasurer, or by any two or more members of the board, or upon the written request of the members who have a right to vote one-fourth of the votes of the entire membership.

Section 3. Notice of any meeting shall be given to the members by the secretary. Notice may be given to the member either personally, or by sending a copy of the notice through the mail, postage prepaid, to his address appearing on the books of the corporation. Each member shall register his address with the secretary and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed at least six days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided, however, that if the business of any meeting shall involve an election of the Board of Directors, or any member thereof, or any action governed by the Articles of Incorporation or by the Declaration, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, 51% of the votes of the membership shall constitute a quorum for any action governed by these by-laws. Any action governed by the Articles of Incorporation or by the Declaration applicable to the Properties shall require a quorum as therein provided.

Section 5. 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 obtained, however, the place of the meeting must remain as stated in the notice.

Section 6. The order of business at all meetings of the owners shall be as follows:

1. Roll call and certifying proxies;
2. Proof of notice of meeting or waiver of notice;
3. Reading and disposal of unapproved minutes;
4. Reports of officers;
5. Reports of committees;
6. Election of directors, as applicable;
7. Unfinished business;
8. New business; and
9. Adjournment.

ARTICLE XIV

Proxies

Section 1. At all corporation meetings of members each member may vote either in person or by proxy.

Section 2. All proxies shall be in writing and filed with the secretary. No proxy shall extend beyond a period of 11 months and every proxy shall automatically cease upon sale by the member of his Unit Estate or other interest in the Properties.

ARTICLE XV

Obligations of the Owners

Section 1. Assessments. All owners shall be obligated to pay the monthly assessments imposed by the Association to meet the common expenses. The assessments imposed hereunder shall be due and payable monthly in advance. The amount of such assessments may be altered in accordance with the Declaration. A member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of members, within the meaning of these By-Laws, if, and only if, he shall have fully paid all assessments made or levied against him and the unit or units owned by him, and is not in violation of any rule or regulation of the Association then in force.

Section 2. Lien. The obligations of each owner to pay assessments shall be secured by a lien on the unit in favor of the Association and such obligation shall survive any sale thereof.

Section 3. Notice to Association of Lien or Suit. An owner shall give notice to the Association of every lien or encumbrance upon his unit, other than for taxes and special assessments, and notice of every suit or other proceeding which may affect the title to his unit, and such notice shall be given within five (5) days after the owner has knowledge thereof.

Section 4. Maintenance and Repair. (a) Every owner must perform promptly at his own expense all maintenance and repair work within his own unit and any limited common elements of which he has beneficial use, which, if omitted, would affect the project in its entirety or in part belonging to other owners. (b) An owner shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any general or limited common element damaged by his negligence or by the negligence of his family members, tenants, agents or guests, and the same shall become a lien in favor of the Association upon the ownership interest of the owner.

Section 5. Mechanic's Lien. Each owner agrees to indemnify and to hold each of the other owners harmless from any and all claims of mechanic's lien filed against other units and the appurtenant common elements for labor, materials, services or other products incorporated in the owner's unit. In the event such a lien is filed and/or a suit for foreclosure of mechanic's

lien is commenced, then within ten (10) days thereafter such owner shall be required to discharge the same as provided by the laws of the State of Oklahoma and furnish evidence thereof to the Association in writing within ten (10) days after such discharge becomes final. Should such owner fail so to do and the Association or its officers be made parties to any such suit, or be required to defend the same, all such costs including the Association's attorney fees shall be added to the assessments due from such owner's unit and paid with the next month's assessment falling due after the final determination of the Association's total expenses.

Section 6. General. (a) Each owner shall comply strictly with the provisions of the recorded Declaration and these By-Laws and amendments thereto. (b) Each owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which this project was built.

Section 7. Use of Units - Internal Changes. (a) All units shall be utilized only for residential purposes except as is otherwise provided in the Declaration. (b) An owner shall not make structural modifications or alterations to his unit or installations located therein or to the limited common elements of which he has beneficial use without the prior written approval of the Association or its designated Architectural Control Committee. The Association shall be notified in writing by certified mail, return receipt requested, of the intended modifications through the Managing Agent, or if no Managing Agent is employed, then through the President of the Association. The Association shall have the obligation to answer an owner's request within sixty (60) days after such notice, and failure to do so within such time shall mean that there is no objection to the proposed modification or alterations. The Association's decision in this connection shall be final.

Section 8. Use of General Common Elements and Limited Common Elements. Each owner may use the general common elements, sidewalks, pathways, roads and streets located within the entire project in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners.

Section 9. Right of Entry. (a) An owner shall and does grant the right of entry to the Managing Agent or to any other person authorized by the Association 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 the Association, or its representatives, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical, electrical or utility services which, if not performed, would affect the use of other units; provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the owner. In case of an emergency, such right of entry shall be immediate.

Section 10. Rules and Regulations. (a) The initial rules and regulations, which shall be effective until amended or supplemented by the Association, are annexed hereto and made a part hereof as Schedule A; (b) the Board of Directors, pursuant to Article IV of these By-Laws, reserves the power to establish, make and enforce compliance with such additional rules as may be necessary for the operation, use and occupancy of this project with the right to amend same from time to time. Copies of such rules and regulations shall be furnished to each owner prior to the date when the same shall become effective.

Section 11. Denial of Use of Amenities and Limited Common Elements. Should any owner be in default in the payment of any dues, assessments, or other sums due under the terms of the Declaration or these By-Laws, or be in violation of any of the terms of the Declaration, these By-Laws, or any rule or regulation then in force, after due notice to correct such violation, then in

any of such events, such owner may be denied the use of any of the amenities or common elements until such default or violation is appropriately cured.

ARTICLE XVI

Books and Papers

Section 1. The books, records and papers of the Corporation shall at all times during reasonable business hours be subject to the inspection of any member or mortgagee.

XVII

Fiscal Management

The provision for fiscal management of the units for and on behalf of all of the unit owners as set forth in the Declaration shall be supplemented by the following provisions:

Section 1. Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

Section 2. Accounts. The funds and expenditures of the unit owners by and through the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current expenses, which shall include all funds and expenditures within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves and to additional improvements.

(b) Reserves for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

(c) Reserves for replacement (sinking funds), which shall include funds for repair or replacement required because of damage, wear or obsolescence.

(d) Capital improvements, which shall include funds for construction of new improvements for which reserves for replacement have not been established.

ARTICLE XVIII

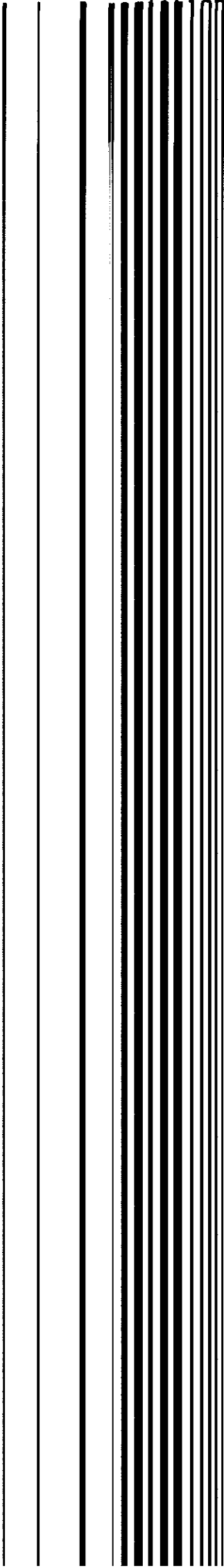
Mortgages

Section 1. Notice to Association. An owner who mortgages his unit shall notify the Association through the Managing Agent, if any, or the Secretary or Assistant Secretary of the Association, giving the name and address of his mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Units".

Section 2. Notice to Mortgagees of Unpaid Common Assessments. The Board of Directors, whenever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaid common assessments due from, or any other default by, the owner thereof.

Section 3. Notice to Mortgagees of Default by Owner. The Board of Directors, when giving notice to an owner of a default in paying common assessments or other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the Board of Directors and shall have the right, but not the obligation, to post a copy of such notice in a public place on the common grounds of the project without assuming any liability for such action.

Section 4. Examination of Books by Owners and Mortgagees. Each owner and each mortgagee of a unit shall be permitted to examine the books of account of the unit at reasonable times, on business days, after notice, and shall be permitted to receive, upon request, audited financial statements



Section 4. Examination of Books by Owners and Mortgagees. Each owner and each mortgagee of a unit shall be permitted to examine the books of account of the unit at reasonable times, on business days, after notice, and shall be permitted to receive, upon request, audited financial statements of the Association.

ARTICLE XIX

Committees

Section 1. Designation. The Board of Directors may, but shall not be required to, appoint an executive committee, and it may designate and appoint members to standing committees or special ad hoc committees for any useful or worthwhile purpose to function in an advisory capacity to the Board of Directors. The Board may establish rules for the conduct of these committees, as follows, and may delegate responsibility to said committees.

Section 2. Executive Committee. The executive committee shall consist of two persons who shall be appointed by the Board of Directors from the members of the Board. One member shall be the President. The executive committee shall supervise the affairs of the Association and shall regulate its internal economy, approved expenditures and commitments, act and carry out the established policies of the Association and report to the Directors at each meeting of the Board. The executive committee may hold regular meetings monthly, or as it may in its discretion determine. Special meetings may be called at any time by the chairman of the committee or by any of its members, either personally or by mail, telephone or telegraph, and a special meeting may be held by telephone.

Section 3. Nominating Committee. Before each annual meeting, the Board of Directors may appoint a committee of three members who shall nominate candidates for the Board. The names of the candidates shall be submitted on or before thirty (30) days before the election. Members may submit names of candidates other than those submitted by the nominating committee at least thirty (30) days prior to the election. Unless such names are submitted, either by the nominating committee or by the members, no person shall be elected whose name is not so submitted unless no nominations are made, in which event the names of candidates shall be submitted at the election by the members.

Section 4. Architectural Control Committee. The Architectural Control Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors of the Association and such persons shall serve at the pleasure of the Board of Directors. The affirmative vote of a majority of the members of the Architectural Control Committee which shall be the required quorum of the Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in these By-Laws.

(a) Improvements and Alterations; Plans and Specifications; Approval. Except for construction by the Declarant for purposes of restoration of improvements or structures to their original appearance or as otherwise provided in these By-Laws, no building, fence, wall or other improvements or structure shall be commenced, erected, placed, moved or maintained upon the project, nor shall any exterior addition to or change in any improvement located on the project be made until the complete plans and specifications showing the precise and exact nature, kind, shape, height, set-back, materials, color and location of the same shall have been submitted in duplicate to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the project by the Architectural Control Committee.

(b) Approvals; Copy of Plans and Specifications Deposited; Lapse of Time Paramount to Approval. Upon approval by the Architectural Control Committee of any plan and specifications submitted pursuant to the provisions of these By-Laws, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications which may be submitted to it within sixty (60) days after submission, then approval will not be required and this Article XVIII (4) shall be deemed to have been fully complied with.

(c) Construction; Limitations; Deviations from Plans and Specifications. Construction or alterations in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article XVIII (4) shall be commenced within six (6) months following the date upon which the same are approved by the Architectural Control Committee [whether by affirmative action or by forbearance from action, as provided in Section (b) of this Article XVIII (4)], and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Architectural Control Committee shall specify. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Control Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article XVIII shall again be required. There shall be no deviations from plans and specifications approved by the Architectural Control Committee without the prior consent in writing of the Architectural Control Committee. Approval for use on any unit of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Control Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use upon any other unit or units.

(d) Certificate of Compliance. Upon the completion of the construction or alteration of any building, fence, wall or other improvements or structure in accordance with plans and specifications approved by the Architectural Control Committee in accordance with the provisions of this Article XVIII, the Architectural Control Committee shall by prima facie evidence that the building, fence, all, or other improvements or structure referenced in such Declaration has been approved by the Architectural Control Committee and constructed or installed in full compliance with the provisions and requirements of these By-Laws as may be applicable.

(e) Rules and Regulations of Architectural Control Committee. The Architectural Control Committee shall from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, or guidelines and establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary and appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article XIX or any other provision or requirement of this Declaration. The Architectural Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article XIX. The decisions of the Architectural Control Committee shall be final, except that any owner who is aggrieved by any action or forbearance from action by the Architectural Control Committee may appeal the decision of the Architectural Control Committee to the Board of Directors. A vote of two-thirds of the then constituted Board of Directors shall be necessary to overrule a decision of the Architectural Control Committee.

(f) Enforcement; Right to Correct Violations. In the event any building, fence, wall or other improvements or structure shall be commenced, erected, placed, moved or maintained upon any unit, otherwise than in accordance with the provisions and requirements of this Article XIX, then the same shall be considered to have been undertaken in violation of this Article XIX and without the approval of the Architectural Control Committee required herein. Upon written notice from the Architectural Control Committee, such building, fence, wall or other structure or improvements shall be promptly removed. In the event the same is not removed, or the violation is not otherwise terminated, within fifteen (15) days after notice of such violation is delivered to the owner of the unit upon which such violation exists, then the Association shall have the right, through its agents and employees, to enter upon such unit and to take such steps as may be necessary to remove or otherwise terminate such violation and the costs thereof shall be assessed against the unit upon which such violation occurred. A statement for the amount thereof shall be rendered to the owner of said unit at which time the assessment shall become due and payable and a continuing lien upon said unit and an obligation of the Owners, and may be enforced as provided in Paragraph 20 of the Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any unit at any reasonable daylight hour for the purpose of ascertaining whether any violation of the provisions of this Article XIX or any of the other provisions or requirements of the Declaration, exist on such unit, provided, however, that no such entry and inspection shall be taken without a resolution of the Architectural Control Committee or the Board of Directors, and after reasonable notice to the owner of such unit. Neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 5. Welcoming Committee. The welcoming committee, consisting of at least three (3) persons, shall have the responsibility of assisting new residents in settling into their units and become a part of the Association by means of, among other things, a homeowner brochure, a directory of other residents, a shopping guide, information on local facilities, and a school district guide.

Section 6. Social Committee. The Social Committee, consisting of at least two (2) persons, shall have the responsibility of planning programs to make the best possible use of the facilities and amenities of the Association by means of developing an ongoing program of interaction and involvement.

Section 7. Newsletter Committee. The Newsletter Committee, consisting of at least two (2) persons, shall have the responsibility of providing residents with up-to-date information on new residents, association functions, the progress of the development, committee vacancies, rules and regulations changes, and other appropriate information.

Section 8. Finance and Insurance Committee. The Finance and Insurance Committee, consisting of at least two (2) persons, shall have the responsibility of advising the Board on insurance matters and the capital and operating budgets.

Section 9. Maintenance and Management Committee. The Maintenance and Management Committee, consisting of at least two (2) persons, shall have the responsibility of planning programs that conserve, enhance, and protect the project.

ARTICLE XX

Corporate Seal

Section 1. The Corporation shall have a seal in circular form, having within its circumference the name of the Corporation, the words "Corporate Seal", and the word "Oklahoma".

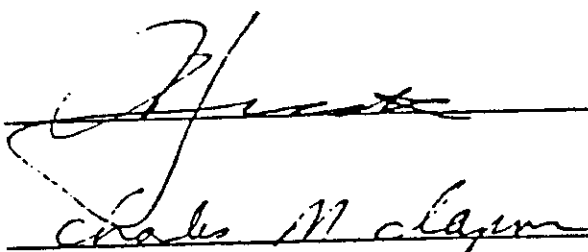

ARTICLE XXI

Amendments

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of 75% of the membership, provided that those provisions of these By-Laws which are governed by the Articles of the Corporation may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further, that any matter stated herein to be or which is in fact governed by the Declaration may not be amended except as provided in the Declaration.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; in the case of any conflict between the Declaration and these By-Laws the declaration shall control.

IN WITNESS WHEREOF, we, being all the directors of HIGHLAND PARK CONDOMINIUM HOME OWNERS' ASSOCIATION, INC., an Oklahoma non-profit corporation, have hereunto set our hands this 17th day of November, 1981.


 Charles M. Clayton

 Gary B. Jones

SPECIAL RIGHTS OF MORTGAGEES

By virtue of the provisions of the Declaration and By-laws, any institutional holder of a first mortgage on a unit in the project will, upon request, be entitled to:

- a. Inspect the books and records of the project during normal business hours; and
- b. Receive an annual or otherwise properly certified audited financial statement of the project within 90 days following the end of any fiscal year of the project; and
- c. Written notice of all meetings of the Owners' Association and be permitted to designate a representative to attend all such meetings.

In the event of a substantial damage to or destruction of any unit or any part of the common elements, the institutional holder of any first mortgage on a unit will be entitled to timely written notice of any such damage or destruction and no provision of any document establishing the project will entitle the owner of a unit or other party to priority over such institutional holder with respect to the distribution to such unit of any insurance proceeds.

If any unit or portion thereof or the common elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage on a unit will be entitled to timely written notice of any such proceeding or proposed acquisition and no provision of any document establishing the Project will entitle the owner of a unit or other party to priority over such institutional holder with respect to the distribution to such unit of the proceeds of any award or settlement.

In the event any portion of the common elements encroaches upon any unit or any unit encroaches upon the common elements, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Project, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

The failure of any unit owner to comply with the provisions of the Declaration, By-laws and any Articles of Incorporation or equivalent document specified in (b) of the preamble of this opinion will give rise to a cause of action in the Owners Association and any aggrieved unit owner for the recovery of damages, or for injunctive relief, or both.

CONTRACT FOR SALE

THIS CONTRACT, made and entered into this _____ day of _____, 19____, by and between HIGHLAND PARK ASSOCIATES, LTD., an Oklahoma Limited Partnership, hereinafter referred to as "Seller", and _____, hereinafter referred to as "Buyer" (whether one or more);

WITNESSETH:

THAT, for and in consideration of the terms, considerations and covenants hereinafter set forth, and the payments to be made as herein provided, it is hereby agreed as follows, to-wit:

FIRST: Seller hereby agrees to sell and cause to be conveyed to Buyer by good and sufficient warranty deed, such deed to be substantially in the form attached hereto as Exhibit "A"; and Buyer hereby agrees to purchase and pay to Seller for the same in accordance with the terms and conditions herein, all of the following described real property (the "Premises") in Cleveland County, State of Oklahoma, to-wit:

Unit _____, HIGHLAND PARK CONDOMINIUM HOMES, a unit ownership estate, (according to the recorded Declaration thereof in the records of the County Clerk of Cleveland County, State of Oklahoma) and the undivided interest in the common elements appurtenant thereto, situated on the following described real estate, to-wit:

Lot Three (3), in Block Five (5) of COLONIAL ESTATES NO. 6, SECTION 2, to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof,

including all general common elements and limited common elements pertaining thereto and subject to the Declaration of Covenants, Conditions and Restrictions (Declaration of Unit Ownership Estate, Highland Park Condominium Homes) and By-Laws relating thereto, together with all the improvements thereon and the appurtenances, if any, thereunto belonging, and subject to existing zoning ordinances, restrictions, and easements;

for a total consideration of _____ Dollars (\$ _____), to be paid to Seller by Buyer in accordance with the terms and conditions set forth below, and to be paid in the following manner, to-wit:

(a) By executing this Contract, Seller herewith acknowledges receipt of the sum of _____ Dollars (\$ _____) from Buyer as part payment on the above mentioned purchase price, such sum being hereinafter sometimes referred to as the "Earnest Money";

(b) On the Closing Date, Buyer agrees to pay to Seller the balance of the above mentioned purchase price in full, as follows: _____

(c) Notwithstanding any other provision contained in this Agreement, it is agreed between Seller and Buyer that this contract is contingent upon Seller entering into contracts with credit qualified buyers for the sale of at least _____ units of Highland Park Condominium Homes, a unit ownership estate development in Norman, Oklahoma, of which the premises is one such unit. Seller agrees to file the above described Declaration upon this condition being satisfied. In the event of the sale of _____ units has not been contracted by Seller on or prior to _____, 19____, or, at the option of Seller, _____, 19____, both Buyer and Seller shall have the right, acting

unilaterally by written notice to the other, to declare this Agreement null and void and of no further force or effect as of the date of delivery of such notice and Buyer's earnest money deposit will be immediately returned to Buyer.

SECOND: Seller shall, on the Closing Date, cause to be executed and delivered to Buyer a Warranty Deed covering the Premises, free and clear of all liens and encumbrances of whatsoever nature, subject, however, to easements, right-of-way contracts, assessments and restrictive covenants of record, and less mineral interests therein previously reserved or conveyed of record.

THIRD: The Seller shall furnish, at Seller's expense, a Commitment for Owner's Policy of Title Insurance in the amount of the purchase price, showing title vested in Seller, such commitment to be furnished at or prior to closing. A subsequent owners policy shall be issued to the Buyer at the Buyer's expense, it being understood and agreed that the Seller's liability shall not exceed the expense of furnishing a title commitment only, with the Buyer to pay the owners policy premium therefor. Buyer will furnish any objections to Seller's title to Seller in writing within 15 days after delivery of such title policy and Seller will cure any defects and render the title marketable within 60 days thereafter. In the event Seller fails to perfect title within said time, this agreement shall, at the option of Buyer, become null and void. However, Buyer shall have the option to waive any title defects which are not cured by the Seller within the time above specified. Existing easements, rights-of-way, restrictive covenants, taxes of the current year and mineral conveyances shall not be deemed title defects, in addition, no matter shall be construed as an encumbrance or defect in title so long as the same is not so construed under the Real Estate Title Examination Standards of the Oklahoma Bar Association where applicable.

FOURTH: The Earnest Money shall be returned to Buyer if Seller's title is not made merchantable by the time above specified and the Buyer has not waived the defects; otherwise the same shall apply as part payment of the purchase price as aforesaid.

FIFTH: Ad valorem taxes and assessments shall be prorated as of the Closing Date upon the basis of the ad valorem taxes for the preceding year, and Seller shall pay to Buyer at closing Seller's pro rata share of such taxes.

SIXTH: No legal title nor right of possession in any of the premises shall vest in Buyer until Buyer has completed the purchase of the Premises in the manner and within the time herein set forth and until Buyer shall actually receive a deed of conveyance thereto. It is further agreed that this instrument cannot and shall not be recorded.

SEVENTH: If Buyer shall wrongfully refuse to close, Seller may, after giving fifteen (15) days' notice of such default in writing by registered or certified mail to Buyer: (1) retain the Earnest Money theretofore received from Buyer as liquidated damages and declare this Contract as cancelled and terminated, or (2) elect to sue for specific performance or damages for breach of contract, or both, in which suit Buyer covenants to pay a reasonable attorney's fee and expenses incurred by Seller therein. Buyer waives formal tender of a deed by Seller on notice of default.

EIGHT: Time is of the essence of this agreement, and this transaction is to be closed at the offices of Seller in Oklahoma City, Oklahoma, or at any other place designated by Seller in writing, not later than _____ days after the date hereof, or on _____. Closing may be extended by written agreement or in the event additional time is required in connection with the curing of title defects. Closing shall take place 15 days after the expiration of the time to cure

title defects, if any. If Buyer is presently a tenant at Highland Park, then during the period of time between the execution of this contract by Buyer and date of closing, Buyer will continue to occupy the unit as a tenant and shall be liable for rental payments and subject to the terms of the lease agreement Buyer earlier executed.

NINTH: Seller shall furnish to Buyer at Closing a complete release of all liens from all persons, firms, and corporations who have performed work or supplied materials to the Premises as well as an Affidavit by Seller that such releases include all the labor and materials for which any lien could be filed, and provided further, that all work requiring inspection by any governmental authorities having jurisdiction has been duly inspected and approved by such authorities and all requisite governmental approvals, licenses, and permits have been duly issued.

TENTH: The Buyers represent that they are of legal age and acknowledge that they have a bona fide intention of residing in the subject property as their principal place of residence and acknowledge that the Highland Park Condominium Home Owners' Association, Inc. has been established for the purpose of preserving, operating and maintaining the common elements of said unit ownership estate and facilities thereof. The Buyers further agree that they shall become members of said Association, that they accept and shall abide by the terms and conditions of the Association's Articles of Incorporation, By-Laws and all agreements entered into by the Association as well as the recorded Declaration of Covenants, Conditions and Restrictions and any amendments, supplements, and annexations thereto applicable to Highland Park Condominium Homes, a unit ownership estate. Buyer agrees to pay the assessments for common expenses required by the Declaration and By-Laws of said unit ownership estate.

ELEVENTH: So that the Association is protected from being unable to satisfy extraordinary expenses, during the initial states of development, a special contribution to the working reserve capital of the Association is required of the Buyer in the amount of three (3) months regular assessments payable at closing.

TWELFTH: Buyer has inspected the Premises and is satisfied with the condition thereof. Seller has agreed, if applicable, to perform the work described on Exhibit "B" attached hereto and Seller shall not be responsible for performing any other work or repairs. Buyer acknowledges that Seller was not the builder of the Premises and Buyer agrees to take the premises "as is" with all defects. SELLER SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS CONCERNING THE PHYSICAL CONDITION OF THE PREMISES AND OF ANY PERSONAL PROPERTY OR FIXTURES LOCATED THEREIN.

THIRTEENTH: This Contract for Sale is the entire agreement between the parties hereto. There are no promises, considerations, conditions, representations, understandings or agreements other than those stated herein. This Contract can be modified or amended only by an instrument in writing signed by both parties.

FOURTEENTH: Each and every one of the terms, conditions and covenants contained herein shall extend to and be binding upon both parties hereto, their respective heirs, executors, administrators, successors, and assigns; provided, however, that this Contract for Sale may not be assigned by Buyer without the prior written consent of Seller.

FIFTEENTH: This Agreement is conditioned upon the County Clerk of Cleveland County accepting for filing and the filing of the Declaration and any amendments, supplements and annexations for Highland Park Condominium Homes, a unit ownership estate, as said Declaration amendments, supplements, and

annexations affect the unit being purchased herein. The foregoing offer is made subject to acceptance in writing hereon by the Seller within _____ days from and after this date, and the return of an executed copy to the undersigned. If not so accepted, the said deposit is to be returned to the Buyer.

SIXTEENTH: The terms, agreements, and warranties survive the closing hereof.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first above written.

BUYER

BUYER'S ADDRESS:

Tel. No. _____

Received the sum of \$ _____ to be held and applied in accordance with the terms and conditions of the foregoing offer, dated this _____ day of _____, 19____.

By _____

The Seller accepts the foregoing offer and agrees to sell the above described real property on the terms and conditions herein stated.

Dated this _____ day of _____, 19____.

"SELLER"

HIGHLAND PARK ASSOCIATES, LTD.

By _____
C. Michael Chapman, General Partner

(Buyer) (Seller) agrees to pay Realtor _____ percent (%) commission.

Seller

Buyer

ADDENDUM

The deposit made by the purchaser under this Agreement of Sale will be held in a special account segregated from the other funds of the seller of such unit under this Agreement of Sale or in an escrow account maintained by a party not controlled by the Seller.

The purchaser, by executing the acceptance hereinafter shown, acknowledges that he has received and read the drafts of the Declaration, By-Laws and Articles of Incorporation or equivalent document pertaining to the aforementioned condominiums.

No substantial changes shall be made to the Declaration, By-Laws and Articles of Incorporation or equivalent document, prior to the closing of the sale of the unit without the prior written consent of the Purchaser.

RECEIPT

Buyer hereby acknowledges receipt of a copy of the Declaration of Unit Ownership Estate - Highland Park Condominium Homes, a copy of the By-Laws thereof, and a copy of the Rules and Regulations; and Buyer further acknowledges that copies of said instructions were made available to the Buyer prior to execution of the foregoing Contract for Sale.

Date: _____

BUYER

HIGHLAND PARK
Warranty Program

Notwithstanding any provision hereinabove to the contract, the Declarant will and does hereby warrant to the Condominium Owners Association the following common elements:

1. The exterior surface of the roof to all buildings;
2. The electrical wiring, water and sewer pipes;
3. The central boiler system; and
4. The swimming pool and the pump and filter system which serves it.

The Declarant will and does hereby warrant to the purchaser herein the following items:

1. The electrical wiring and water and sewer pipes serving that particular unit;
2. The air conditioning/heating system; and
3. The foundation and main structural elements to the unit.

The warranties on the common elements will be for a period of one (1) year from the date of turning the association over to the homeowners. The warranties on the individual units will run for a period of one (1) year from the date of closing of that unit.

The warranties will cover the complete repair or replacement of any stated item which is defective or becomes defective during the warranty period. The said warranty will not cover any damage caused by any owner, his agent or guest as a result of his negligence or misuse.

AMENDMENT TO DECLARATION OF UNIT OWNERSHIP ESTATE
HIGHLAND PARK CONDOMINIUM HOMES

1729 East Lindsey
Norman, Oklahoma

THIS AMENDMENT TO DECLARATION OF UNIT OWNERSHIP ESTATE is made this 24th day of November, 1981, by HIGHLAND PARK ASSOCIATE LTD., of Oklahoma City, Oklahoma, an Oklahoma Limited Partner; C. Michael Chapman, General Partner ("Declarant"), with reference to the following facts and specifically for the purpose of compliance to Federal National Mortgage Association's (FNMA) subsequent requirements for project approval, all as follows:

1. Article X, Paragraph 7 is hereby amended to specifically provide thirty (30) days prior written notice to the Association and each first mortgagee for the cancellation or substantial modification of policy or policies of insurance.

2. Article XII, Paragraph 3 of the Declaration is hereby amended in that the 30TH day of June, 1982, Declarant will transfer control of the Owners Association to the unit owners, notwithstanding the number of unit conveyances.

3. Article XIV, Paragraph 2(d) is hereby amended in that the Association must employ professional management for the project and may not assume project management without unanimous consent of all mortgagees of all units in the project.

4. Article XVII, is hereby amended regarding a reasonable method for dealing with any condemnation of the project with the addition of paragraph 9 providing as follows:

"9. Condemnation Awards. The Association and every unit owner affected covenant and agree that if at any time all or any portion of a unit or units shall be taken or damaged under the power of eminent domain the award received by condemnation proceedings for any property so taken or any payment received in lieu of such condemnation proceedings shall be paid directly to the First Mortgagee of affected unit(s) and all or any portion of such award or payment, at the option of the First Mortgagee, shall be applied to the indebtedness hereby secured in payment of the last maturing installments of the indebtedness or paid over, wholly or in part, to the Unit Owner for the purpose of altering, restoring or rebuilding any part of the unit affected which may have been altered, damaged or destroyed as a result of any such taking or damage, or for any other purpose or object satisfactory to First Mortgagee; provided that the First Mortgagee shall not be obligated to see to the application of any amount paid over to the Unit Owner; and further provided that if the First Mortgagee elects to apply such award to reduce the indebtedness thereby secured, the amortization required by the Note thereby secured will be reduced in accordance with the amount of the principal reduction. The Unit Owner(s) immediately upon obtaining knowledge of the institution of any proceedings or negotiations for the condemnation of the unit(s) affected, or any portion thereof, will notify the First Mortgagee of the pendency of such negotiations or proceedings. The First Mortgagee may participate in any such negotiations or proceedings, and the Unit Owner(s) from time to time will execute and deliver to the First Mortgagee all instruments requested by the First Mortgagee to permit such participation."

6. Article XVI, Paragraph 9 is hereby amended to specifically provide that the Association and any mortgagee of an individual unit has the right of enforcing assessment liens against the individual units.

7. Article XV, Paragraph 6(f) is hereby amended to specifically provide that the Declarant is responsible for the assessments on units which Declarant owns and is responsible for any deficiency between common expenses and assessments collected

from unit owners during the period of development until control is transferred to the Association. The Declarant must, at least, make up any deficiency between income and expense during this period of control.

8. Article XVI, Paragraph 7 is hereby amended to provide that although no partition of a unit or the common elements is permitted at any time, nevertheless, in the event one is sought to be partitioned in the future, same will not be performed without prior written approval of at least the holder of any first mortgage lien on such unit.

9. Article XIV, Paragraph 2(d) to the Declaration is hereby amended to provide that the term of any management contract may not exceed one year, but may be renewable for one year consecutive periods.

10. Article XVI, Paragraph 8 is hereby amended to provide that the provisions thereof will remain as stated, except for claims for a pro-rata share of such assessment of charges resulting from a pro-rata reallocation of such assessments or charges to all units including the mortgaged units.

Dated this 24th day of November, 1981.

HIGHLAND PARK ASSOCIATES, LTD.

By C. Michael Chapman
C. Michael Chapman, General Partner

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 24th day of November, 1981, before me, the undersigned a Notary Public in and for the County and State aforesaid, personally appeared C. MICHAEL CHAPMAN, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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

Nancy Seitzmeyer
Notary Public

My Commission Expires:

2-20-85

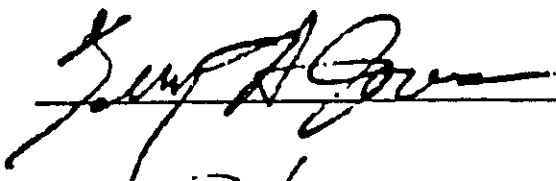
AMENDMENT TO BY-LAWS OF
HIGHLAND PARK CONDOMINIUM
HOME OWNERS' ASSOCIATION, INC.
An Oklahoma Non-Profit Corporation

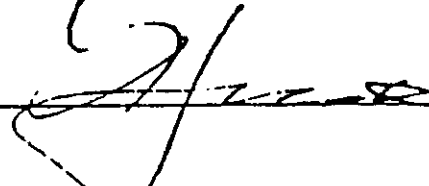
THIS AMENDMENT TO BY-LAWS of Highland Park Condominium Home Owners' Association, Inc. is made this 13th day of November, 1981, by the directors, with reference to the following facts and specifically for the purpose of compliance to Federal National Mortgage Association's (FNMA) subsequent requirements for project approval, all as follows:

1. Article XXI, Section 2 of the By-laws is hereby amended to provide that in the event of any conflict between the Articles of Incorporation and the By-laws and the Declaration, the provisions of the Declaration shall govern.

2. Article XXI, Section 1 of the By-laws is hereby amended to provide that in the event of any material amendment to the By-laws, prior written approval of each institutional holder of first mortgage lien on the units is specifically required.

IN WITNESS WHEREOF, we, being all the directors of HIGHLAND PARK CONDOMINIUM HOME OWNERS' ASSOCIATION, INC., an Oklahoma Non-Profit Corporation, have hereunto set our hands this 13th day of November, 1981.





 Charles A. Clappa
