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DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR THE HUNTINGTON AT THE MALL, A UNIT OWNERSHIP ESTATE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, THE HUNTINGTON AT THE MALL, INC., an Oklahoma corporation, hereafter referred to as the "Declarant," is the owner of certain land and improvements in Cleveland County, Oklahoma, which property is more fully described on the attached "Exhibit A," incorporated herein and made a part hereof for all purposes; and

WHEREAS, Declarant desires to submit the land and improvements constructed and to be constructed thereon to the Unit ownership estate form of ownership and use in the manner provided by the Oklahoma Unit Ownership Estate Act;

NOW, THEREFORE, Declarant does hereby publish and declare that the land and its improvements are hereby subjected to the conditions, covenants, and restrictions herein set forth to be established upon the recording hereof, in accordance with and subject to the provisions of the Oklahoma Unit Ownership Estate Act; and that the covenants, conditions, restrictions, use limitations, obligations, and provisions hereof shall be deemed to run with the land described on "Exhibit A" and shall be for the use and benefit to the Declarant, its successors and assigns, and to any person or entity acquiring or owning an interest in the land and improvements, or any portion thereof, its grantees, successors, heirs, personal representatives, devisees and assigns.

1. Definitions. Unless the context shall expressly provide otherwise:

1.1 "Association" means The Huntington at the Mall Owners Association, Inc., an Oklahoma nonprofit corporation, its successors and assigns, the By-Laws of which shall govern the administration of this Unit Ownership Estate Project, the members of which shall be all of the owners of the units.

1.2 "Building" means one or more of the building improvements containing units as shown on the plans.

1.3 "Common Elements" means all portions of the condominium other than the units.

1.4 "Common Expenses" means and includes expenses for maintenance, replacement, repair, operation, improvements, management and administration; expenses declared common expenses by the provisions of this Declaration and the By-Laws of the Association; and all sums lawfully assessed against the Common Elements by the Board of Directors of the Association.

1.5 "Condominium" means the real estate described on Exhibit "A," portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions, all as more fully described herein.

1.6 "Declarant" shall mean and refer to The Huntington at the Mall, Inc., an Oklahoma corporation, and successors and assigns.

1.7 "Limited Common Elements" means those Common Elements which are either limited to and reserved for the exclusive use of an owner of a unit are limited to and reserved for the exclusive common use of more than one but fewer than all of the owners. The Limited Common Elements shall be:

1.7.1 the structural and other commonly used components of each building, windows and exterior doors of units, and the utilities, sewers, power, water and other common lines running through the walls, ceilings, attic or floor of each unit for the service of the other units;

1.7.2 where applicable, any courtyards, patios, balconies or terraces or any other common element which is shown on "Exhibit B" as a Limited Common Element; and

1.7.3 as described in subparagraph 1.12.2 herein.

1.8 "Owner" means a person or persons, firm, corporation, partnership, trust, association or other legal entity, or any combination thereof, who owns one or more units.

1.9 "Person" means a natural person, corporation, partnership, association, trust, other entity, or any combination thereof.

1.10 "Plans" means and includes the architectural, engineering, survey, and all exhibits of the land locating thereon all of the improvements, and any other drawing or diagrammatic plan depicting a part of or all of the improvements, land and units.

1.11 "Unit" means a portion of the Condominium designated for separate ownership, the boundaries of which are described pursuant to subparagraph 1.12 herein.

1.12 "Unit Boundary".

1.12.1 For purposes of ownership, maintenance, repair, alteration and remodeling, an Owner shall be deemed to own all portions of the interior non-supporting walls of a Unit, the materials (such as, but not limited to, plaster, paneling, wallpaper, paint, wall and floor tile and flooring, but not including the sub-flooring) making up the finished surfaces of the Unit exterior walls, of the Unit support walls, of the Unit ceilings and of the floors within the Unit. All other portions of the walls, floors, or ceilings, as well as windows and Unit exterior doors, are a part of the Common Elements or Limited Common Elements. The Owner shall also be deemed to own the condensing unit and the fan coil unit and hot water heater serving that Unit notwithstanding the fact that such condensing unit, fan coil unit and, in some cases, the hot water heater lie outside the herein described boundary.

1.12.2 If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements or Limited Common Elements.

1.12.3 Subject to the provisions of subparagraph 1.12.2, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are part of the Unit.

1.13 "Unit Ownership Estate Project" or "Project" means all of the land and improvements submitted by this Declaration.

2. Plans. Attached hereto and incorporated herein for all purposes as "Exhibit B" are the Plans. The Plans set forth, among other things, the legal description of the land and a survey thereof showing the location of each building, a schematic floor plan or general description of each Unit showing its approximate square footage, building location, and Unit number.

3. Division of Property into Units. The tract of land described in "Exhibit A" hereto and the improvements thereon are hereby divided into the Units as identified on "Exhibits B and C."

4. Common Elements; Description in Deeds. Common Elements are composed of Common Elements and Limited Common Elements as defined in paragraph 1 hereof. Any deed conveying unit ownership estates shall convey the undivided interest in the Common Elements which appertain to the Unit, whether described or not.

5. Utilities. All expenses incurred for the service, if any, of Common Element electricity, gas, water, sewer, and rubbish removal for all Units shall be regarded as Common Expenses and assessed in accordance with paragraph 18 hereof.

6. Inseparability of a Unit. Each Unit, the appurtenant undivided interest in the Common Elements, and the Limited Common Elements, shall together comprise one Unit, shall be inseparable and may be sold, assigned, leased, devised or encumbered only as a Unit. Further, except with the prior written consent of one hundred percent (100%) of the holders of first mortgage liens and except as provided in 60 Oklahoma Statutes Annotated paragraph 527 in the event of substantial total destruction of the Condominium, the Unit may not be partitioned or subdivided.

7. Ownership-Title. A Unit may be held and owned by more than one person in any real property relationship recognized under the laws of the State of Oklahoma.

8. Use and Occupancy; Rights to Rent; Mortgagee-Right to Rent; Leases Subject to Declaration. After the initial sale or transfer of a Unit or Units by Declarant, all such Units shall thereafter be used and occupied only for single family residence purposes by the Owner, by the Owner's family or the Owner's guests; provided, however, Units shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days; or (b) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service; provided further, 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; and provided further, any lease made shall be in writing and shall be subject to the covenants and restrictions contained in this Declaration and further subject to the By-Laws.

8.1 Declarant Right to Rent. 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.

8.2 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.

8.3 Offensive or Noxious Use. The Owner of any Unit shall not use or allow the use of such Unit for any purpose which will be noxious, offensive or detrimental to the use of the other Units or which will create or emit any objectionable, offensive or noxious odors, dust, gases, fumes or other such material or which will in any manner violate any applicable zoning ordinance or other regulations enacted by any duly constituted governmental authority.

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

8.5 Livestock. The keeping of any poultry, cattle, horses or other livestock of any kind or character is prohibited within the project.

8.6 Refuse Storage; Growth. The storage of trash, ashes, or other refuse except in normal receptacles, is prohibited. Weeds, underbrush or other unsightly growths shall not be permitted to grow or remain on Common or Limited Common Elements. No trash, ashes or other refuse may be thrown in any other Owner's Unit or in or on Common Elements.

8.7 Signs and Billboards; Declarant's Right. No signs or billboards shall be permitted on any Unit or Common or Limited Common Element without the prior written consent of the Association; provided, this prohibition shall not apply to the Declarant in the initial sale of such Unit.

8.8 Vehicle Parking and Storage. No trucks, 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 Common or Limited Common Elements within the project; the operation and parking of all vehicles on the project are subject to the By-Laws, and the rules and regulations of the Association.

8.9 View From Common Elements or Unit. All garbage cans, equipment, coolers, or storage piles shall be located as not to be visible from the Common Elements or any other Unit within the project.

8.10 Tanks. No elevated tanks of any kind shall be erected, placed or permitted on any Unit, or Common or Limited Common Elements.

8.11 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.

8.12 Activities Increasing Insurance Rate; Waste. Nothing shall be done on any Unit or in the Common or Limited Common Elements which will result in the increase of fire or casualty insurance premiums thereon or the cancellation of such insurance. No waste shall be committed on the Common or Limited Common Elements.

8.13 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.

8.14 Nuisance Activity. No noxious or offensive activity shall be carried on nor shall anything be done therein which may be or may become an annoyance or nuisance.

8.15 Household Pets; Care and Restraint; Limit on Number; Indemnification by Owners. No animal shall be kept except household pets. Such pets may not be kept or bred for any commercial purpose 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.

9. Easements for Encroachments. If any portion of the Common 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 Common 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 Common or Limited Common Elements or on the Units.

10. Administration and Management; Mandatory Membership; Terminable Contracts. The administration and management of this project shall be governed by these Conditions, Covenants and Restrictions and the By-Laws of the Association, a copy of which is attached hereto as “Exhibit D” and incorporated herein by reference. An Owner of a Unit, upon becoming an Owner, shall mandatorily be a member of the Association and shall remain a member for the period of his ownership. The Association shall be governed by a Board of Directors as is provided in the By-Laws of the Association. The Association may employ agents, servants and employees and any person or firm to act as Managing Agent at any agreed compensation, but any agreement for professional management of the condominium project, or any contract providing for services by Declarant or any lease to which Declarant or affiliate of Declarant is a party, must provide for termination by either party with or without cause or payment of a termination fee on thirty (30) days or less written notice and a maximum contract term of one (1) year.

11. Records; Inspection by Owners and Mortgagees.

11.1 Retention. The Board of Directors shall keep or cause to be kept current certified copies of the recorded Declaration, By-Laws, and the books and 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 regime. The records so kept shall be available for inspection by all owners, lenders, and the holders, insurers, and guarantors of first mortgages at convenient hours on working days or under other reasonable circumstances.

11.2 Auditing. All records shall be kept in accordance with accepted accounting procedures and shall be audited at least once a year by an auditor outside the Association. Owners and holders, insurers, and guarantors of first mortgages shall be entitled to receive, free of charge upon written request, annual audited financial statements of the Association within ninety (90) days following the end of the fiscal year of the Association.

12. Reservation for Access - Maintenance, Repair and Emergencies; Negligence of Owner; Easement by Association. The Owners shall have the irrevocable right, to be exercised by the Board of Directors of the Association, or its agent, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common or Limited Common Elements

thereon or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common or Limited Common Elements or to another Unit or Units. Damage to the interior or any part of a Unit or Units resulting from the maintenance, repair, emergency repair or replacement of any of the Common or Limited Common Elements or as a result of emergency repairs within another Unit, at the instance of the Association, shall be a Common Expense of all of the Owners; provided, however, if such damage is the result of the misuse or negligence of a Unit Owner, then such Unit Owner shall be responsible and liable for all such damage. All maintenance, repairs and replacements as to the Common or Limited Common Elements, whether located inside or outside of Units (unless necessitated by the negligence or misuse of a Unit Owner, in which case such expense shall be charged to such Unit Owner), shall be the Common Expense of all the Owners. The Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Project.

13. Owner's Maintenance Responsibility of Unit. For purposes of maintenance, repair, alteration and remodeling, an Owner shall be deemed to own the interior non-supporting walls of a Unit, the materials (such as, but not limited to, plaster, paneling, wallpaper, paint, wall and floor tile and flooring, but not including the sub-flooring) making up the finished surfaces of the Unit perimeter, of the Unit support walls, of the Unit ceilings and of the floors within the Unit. The Owner shall also be deemed to own the condensing unit and the fan coil unit and hot water heater serving that Unit notwithstanding the fact that such condensing unit, fan coil unit and, in some cases, the hot water heater lie outside the herein described boundary. The Owner shall not be deemed to own lines, pipes, wires, conduits or systems (which for brevity are herein and hereafter referred to as "utilities") running through his Unit which serve one or more other Units except in common with the other Owners, nor shall an Owner be deemed to own windows and Unit exterior doors. Such utilities shall not be disturbed or relocated by an Owner without the written consent and approval of the Board of Directors. An Owner shall maintain and keep in repair 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 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 Element 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. An Owner, after acquiring an adjoining Unit or an adjoining part of an adjoining Unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium. Removal of partitions or creation of apertures under this paragraph is not an alteration of boundaries.

14. Association's Maintenance, Operation, Repair and Alterations Responsibility. The Association shall be responsible for the maintenance, operation and repair of the Common and Limited Common Elements, and the Owner of each Unit shall be responsible for the maintenance and repair of all portions of his Unit as defined in paragraph 13 of this Declaration.

15. Compliance with Provisions of Declaration, By-Laws and Rules and Regulations. 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.

16. Interim Control of Association. Until the first occurring of January 9, 1985 or within one hundred twenty (120) days after the date by which seventy-five percent (75%) of the Units have been conveyed to Unit purchasers, the Declarant has the option to appoint or elect the Board of Directors.

17. Revocation or Amendment to Declaration; Amendment of Undivided Interest in Common Elements; Approvals by Mortgagees. 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. This Declaration shall not be amended or merged with a successor condominium regime without the prior written approval of the Administrator of the Veterans Administration and unless the Owners representing an aggregate ownership interest of ninety percent (90%), or more, of the Common Elements and ninety percent (90%) of the holders of any recorded first mortgage or lien covering or affecting any or all Units consent and agree to such amendment by instrument(s) duly recorded.

18. Assessment for Common Expenses.

18.1 Obligation to Pay Pro-rata Share. All Owners shall be obligated to pay the assessments, either estimated or actual, imposed by the Board of Directors of the Association to meet the Common Expenses. The pro-rata share of assessments shall be determined in accordance with "Exhibit C."

18.2 Assessment Due Date. Beginning with the conveyance of the first Unit, assessments for the estimated Common Expenses shall be due monthly in advance on the first day of each month. In the event the ownership of a Unit commences on a day other than the first day of a month, the assessment for that month shall be prorated.

18.3 Fixing Assessments; Adjustments. For the purpose of fixing and determining the annual assessments or charges, the Board of Directors of the Association shall determine in advance for each calendar year the estimated aggregate amount of such assessments and charges as may be necessary for such year. The Board of Directors may from time to time during each year make reasonable adjustments in said estimated aggregate amount. The estimated aggregate amount for each year's expenses shall be pro-rated among the Owners of the Units in accordance with "Exhibit C."

18.4 Special Assessments for Capital Improvements; Majority Assent; Notice. In addition to the annual assessments hereof, the Board of Directors may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common or Limited Common Elements, including the necessary fixtures and personal property related thereto, provided that any such special assessment shall have the majority assent of all of the Owners with interests in the Common or Limited Common Elements as established hereby, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be given to all members at least ten (10) days in advance, which shall set forth the purpose of the meeting.

18.5 Basis of Common Expenses; Increases. The assessments made for Common Expenses shall be based upon estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alterations and improvements of and to the Common Elements, which sum may include, but shall not be limited to, expenses of management; taxes and special assessments until separately assessed; premiums for fire, lightning extended coverage, vandalism and malicious mischief, all risk, agreed amount and replacement cost covering all Common Elements and Limited Common Elements and all of the Units (including all fixtures; interior walls, floors and ceilings; doors, and other elements or materials comprising a part of the Units); comprehensive general liability (the initial limits of which, subject to change by the Board of Directors, will be for at least One Million Dollars [$1,000.000.00]) per occurrence and other insurance premiums; landscaping and care of grounds; common lighting; repairs and renovations; removal of pollutants and trash collections; wages; utility charges; beautification and decoration; professional (including legal and accounting) fees; management fees; expenses and liabilities incurred by the Board of Directors on behalf of the Owners under or by reason of this Declaration and the By-Laws of the Association; any deficit arising or any deficit remaining from a previous period; the creation of reasonable contingency funds, reserves, working capital, and sinking funds as well as other costs and expenses relating to the Common and Limited Common Elements. In the event the cash requirement for Common Expenses exceeds the aggregate assessments made pursuant to this paragraph, the Board of Directors for the Association may from time to time and at any time increase, pro-rata, the monthly assessments set forth in this paragraph. The omission or failure of the Board of Directors to fix the assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay the same. Assessments shall be payable at the address determined by the Board of Directors.

18.6 Benefit of Assessment or Association Earnings. 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 Common Elements.

19. Owner's Personal Obligation for Payment of Assessments.

19.1 Non-Exemption from Payment; Board Responsibility to Collect; Interest, Costs, and Attorney Fees; Suit; Notice to Mortgagee. The amount of Common Expenses assessed against each Unit shall be the personal and individual debt of the Owner thereof. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use of enjoyment of any of the Common Elements or by abandonment of his Unit. The Board of Directors shall have the responsibility to take prompt action to collect any unpaid assessment which remains unpaid more than fifteen (15) days from the due date for payment thereof. In the event of a default by an Owner in the payment of the assessment, such Owner shall be obligated to pay interest at the rate of fifteen percent (15%), or such higher rate (provided the same shall not be usurious) as the Board of Directors may from time to time determine, per annum on the amount of the assessment from due date thereof, together with all expenses, including attorney's fees, incurred to collect such assessment together with late charges as provided by the By-Laws of the Association. Suit to recover a money judgment for unpaid Common Expenses may be instigated in Oklahoma County, Oklahoma, and may be maintainable without foreclosing or waiving the lien securing same. 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.

19.2 Unsold Unit Assessments. Declarant shall be responsible for payment of assessments for any unsold Units until the closing of the first sale thereof.

19.3 Reserves and Working Capital. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Elements and those Limited Common Elements which the Association may be obligated to maintain. The fund shall be maintained out of regular assessments for Common Expenses. Additionally, a working capital fund shall be established for the initial months of the project operation equal to at least a two (2) months' estimated Common Expenses for each Unit. Each Unit's share of the working capital fund shall be collected and transferred to the Association at the time of closing of the sale of each Unit and maintained in a segregated account for the use and benefit of the Association. The contribution to the working capital fund for each unsold Unit shall be paid to the Association within sixty (60) days after the date of the conveyance of the first Unit in the project.

20. Assessment Lien; Lien Priority; Notice of Lien; Recording; Enforcement; Receiver; Mortgagee May Pay Assessment. All sums assessed but unpaid for the share of Common Expenses chargeable to any Unit, including any fees, late charges, fines, or interest, shall constitute a lien on such Unit prior to all other liens except the following: (1) assessments, liens and charges for taxes past due and unpaid on the Unit, (2) judgments entered in a Court of Record prior to the date of Common Expense assessment, (3) mortgage instruments of encumbrance duly recorded prior to the date of such assessment, (4) mechanic's and materialmen's liens arising from labor performed or material furnished upon a Unit prior to the date of such assessment, and (5) mechanic's and materialmen's liens for labor performed or material furnished upon the Common Elements to the extent of the proportionate part chargeable to the Unit Owners which constitute a part of an assessable charge for Common Expenses satisfaction of which shall discharge the assessment to the extent of the payment made. 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 enforced by the foreclosure of the defaulting Owner's Unit subsequent to the recording of a notice or claim thereof by the Association in like manner as a mortgage on real property. In any such proceedings the Owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien and, in the event of foreclosure proceedings, the additional costs, all expenses and attorney's fees incurred. The Owner of the Unit being foreclosed shall be required to pay to the Association the monthly assessment for the Unit during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to purchase a Unit at foreclosure or other legal sale and to acquire and hold,

lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. 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.

21. Assessments Collectible Upon Sale. Upon the sale or conveyance of a Unit, all unpaid assessments against the seller-Owner for his pro-rata share of the Common Expenses, including interest and costs and reasonable attorney's fees incurred in collection, shall be first paid out of the sales price or by the purchaser in preference of any other assessments or charges of whatever nature, except the following:

21.1 Assessments, liens and charges for taxes past due and unpaid on the Unit;

21.2 Judgments entered in a Court of Record prior to the date of Common Expense assessment;

21.3 Mortgage instruments of encumbrance duly recorded prior to the date of such assessments;

21.4 Mechanic's and materialmen's liens arising from labor performed or material furnished upon a Unit prior to the date of such assessment; and

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

In a voluntary conveyance of a Unit the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the manager or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

22. Mortgaging a Unit; Priority; Mortgage Subject to Declaration; Mortgagee in Title-Unpaid Assessments. 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. Within ten (10) days after an Owner mortgages or encumbers his Unit, such Owner shall notify the Association in writing of such mortgage or encumbrance and shall furnish the Association with the name and address of the mortgagee. 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 or deed in lieu of foreclosure, 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. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Units including such acquirer, his successors and assigns.

23. Insurance.

23.1 Master Policy; Flood Insurance; Special Condominium Endorsement; Public Liability. The Association shall carry a blanket insurance policy in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost) from an insurance company qualified to do and conduct business in the State of Oklahoma and holding a rating of Best's Insurance Reports of Class XV or better (the limits of coverage of which insurance shall be reviewed annually by the Board of Directors); of fire, lightning, extended coverage, vandalism and malicious mischief, all risk, agreed amount and inflation guard endorsement and replacement cost covering the Common Elements and Units (and any fixtures, equipment, or other property within the Units which are to be financed by a mortgage, whether a Common Element or not), and, if required by law, workmen's compensation insurance (all of which hereinafter referred to as the "Master Policy"), with respect to the project and the Association's administration thereof in accordance with the following. The name of the insured must be stated in form and substance similar to the following: "The Huntington at the Mall Owners' Association for

use and benefit of the individual owners." Such policy must contain the standard mortgagee clause (without contribution) which must be endorsed to provide that any proceeds shall be paid to The Huntington at the Mall Owners' Association for the use and benefit of mortgagees, their successors and assigns, as their interest may appear.

If there is a steam boiler in operation, there must be in force boiler explosion insurance evidenced by the standard form of boiler and machinery insurance policy and providing, as a minimum, One Hundred Thousand Dollars ($100,000.00) per accident per location.

If the project is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards, a per building policy of flood insurance must be maintained in the amount of one hundred percent (100%) of current replacement cost of all buildings or other insurable property or the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended, whichever is less.

Said Master Policy and the endorsements made a part thereof may provide for such deductibles from any amounts otherwise payable thereunder as the Association may determine, and shall also, by Special Condominium Endorsement or its equivalent, (i) provide that the insurer issuing said policy agrees to abide by the decision of the Association whether to repair, reconstruct or restore all or any damaged or destroyed portion of the Common Elements or the Units covered thereby, (ii) provide that only improvements made or installed by the Association shall affect the valuation of any Building or Improvement on the project for co-insurance purposes, (iii) provide for at least an annual insurance review which shall include an appraisal of all Buildings, improvements and personal property of the Association located on or within the project required to be insured hereby by a representative of the insurer issuing said master policy, (iv) contain a waiver by said insurer of any and all rights of subrogation against any Owner, Declarant (and each member of its staff and its employees), the Association, its Board (and each member thereof), its officers (and each of them), the Manager and his staff, and the agents, representatives and employees of the Association, (v) provide that said Master Policy cannot be cancelled, invalidated, suspended, substantially modified, terminated, avoided or expire in whole or in part by reason of any act, omission or breach of any covenant contained in this Declaration by any Owner, Declarant, the Association, its Board, its officers, the Manager and his staff, or the agents, representatives, or employees of the Association without a prior written demand that the Association cure such breach, and that in no event shall said policy be invalidated, suspended, terminated, voided or expire for any reason without thirty (30) days' prior written notice from the insurer to the Association, Declarant and to any Owner or mortgagee who shall have filed a written request with said insurer for such notice (vi) provide that the Board or its authorized agent or representative shall have the exclusive authority to adjust any and all losses covered by said policy, (vii) provide that the insurance obtained pursuant to this paragraph shall not be prejudiced by any act or neglect of any of the insureds when such act or neglect is not within the knowledge and control of the insureds collectively, (viii) provide that the insurance obtained pursuant to this paragraph shall not be prejudiced by failure of the insureds collectively to comply with any warranty or condition with regard to any portion of the premises over which the insureds collectively have no control, (ix) provide that the insurance obtained pursuant to this paragraph shall not be prejudiced by reason of the vacancy or non-occupancy of any one or more Units within the project, provided that this Declaration (as the same may be amended from time to time) is in force and the project is operating as a condominium project, (x) provide that all insurance proceeds under said master policy shall be payable to the Association as trustee to be held and expended as provided in this Declaration for the benefit of the Owners and their respective mortgagees as their interests may appear, (xi) provide that the insurer shall issue certificates or memoranda of insurance to the Association, and upon request, to any Unit Owner, mortgagee, or beneficiary under a deed of trust, (xii) prohibit contribution or assessments being made against FNMA or FHLMC or being made a lien on the project superior to the lien of any first mortgage, (xiii) provide for the recognition of any Insurance Trust Agreement, and (xiv) provide that the policy is primary in the event the Unit Owner has other insurance covering the same loss.

The Board of Directors shall also obtain and maintain, to the extent obtainable, comprehensive general liability insurance in such limits as may from time to time be determined necessary, covering all of the Common Elements in the Condominium project. Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association or other Unit Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use. Coverage shall be for at least One Million Dollars ($1,000,000.00) per occurrence, for personal injury, including death of persons, and/or property damage. The Association shall use its best efforts to see that the liability

insurance carried by the Association shall contain cross-liability insurance endorsement, or appropriate provisions to cover liability of the Owners, individually and as a group, to another Owner. Such policies must provide that they may not be cancelled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy.

23.2 Named Insured; Mortgagee Clause. The Master Policy shall be purchased by the Association naming the Association as the insured, as attorney-in-fact or trustee (for all of the Owners), which policy or policies 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.

23.3 Fiduciary Liability Insurance. The Board of Directors shall also obtain and maintain fiduciary liability insurance coverage against dishonest acts on the part of officers, directors, managers, trustees, employees or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance must name the Association as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than (i) one and one-half (1 1/2) times the estimated annual operating expenses and reserves or (ii) the estimated maximum of funds, including reserve fund, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond, or (iii) a sum equal to three (3) months' aggregate assessments on all Units plus reserve funds. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The fidelity insurance policy shall provide it may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association or to any Insurance Trustee and each servicer on behalf of FNMA and FHLMC.

23.4 Insurance for Unit Owners. Each Owner may obtain insurance at his own expense on all furnishings and decorations and other items of personal property belonging to an Owner. Casualty and public liability insurance coverage within each Unit are specifically made the responsibility of the Owner thereof.

23.5 Insurance Trustee; Power of Attorney. Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom such Association may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance. Each Unit Owner appoints the Association, or any Insurance Trustee or substitute Insurance Trustee designed by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association or any Insurance Trustee shall receive, hold or otherwise properly dispose of any proceeds of insurance in trust for Unit Owners and their first mortgage holders, as their interests may appear.

23.6 Damage to or Destruction of Improvements.

23.6.1 Repair; Resolution Not to Proceed with Repair; Partition; Notice to Mortgagees Where Substantial Damage. Except as hereinafter provided, damage to a Building shall be promptly repaired and restored by the Board of Directors using the proceeds of insurance, if any, on the Building for that purpose, and the Unit Owners shall be liable for assessment for any deficiency; provided, however, if there is substantially total destruction of the property, or if seventy-five percent (75%) of the Unit Owners other than the Declarant and seventy-five percent (75%) of the holders of first mortgages duly resolve not to proceed with repair or restoration, then and 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 the Unit Owners in proportion to their respective undivided ownership of the Common Elements, after first paying off, out of the respective shares of Unit Owners, to the extent sufficient for that purpose, all liens on the Unit of each Unit Owner. 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 Ten Thousand Dollars ($10,000.00) or damage to a Unit covered by a mortgage purchased in whole or in part by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association exceeds One Thousand Dollars ($1,000.00). No reallocation of interests in the Common

Elements resulting from a partial condemnation or partial destruction of such a project may be effected without the prior approval of holders holding mortgages on all remaining Units whether existing in whole or in part, and which have at least fifty-one percent (51%) of the votes of such remaining Units subject to holders of mortgages.

23.6.2 Bids From Contractors; Costs in Hand; Board Obligation in Reconstruction; Compliance with Original Plans. The Board shall obtain bids (setting forth in detail the work to be repaired to restore the area to the same condition that existed prior to the damage and the itemized cost for such work) from at least two (2) reputable contractors and shall award reconstruction work to the lowest bidder, at their discretion; 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 with this Article 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 in accordance with this Article. 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 original Plans of construction of the project unless other action is approved by holders holding mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to holders of mortgages.

23.6.3 Distribution of Proceeds; Priority Rights of First Mortgagees. Nothing contained herein or in any of the Unit ownership estate documents shall give a Unit Owner or any other party priority over any rights of first mortgagees of Units in the case of a distribution of insurance proceeds or eminent domain awards.

24. Eminent Domain.

24.1 Acquisition of All or Substantially All of a Unit. If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award must compensate the Unit Owner and mortgagees, if any, as their interest may appear, for the Unit and its Common Element interest, whether or not any Common Element interest is acquired. Upon acquisition, unless the decree otherwise provides, that Unit's entire Common Element interest, votes in the Association, and Common Expense liability are automatically reallocated to the remaining Units in proportion to the respective interests, votes, and liabilities of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection is thereafter a Common Element.

24.2 Acquisition of Part of a Unit. Except as provided in 24.1, if part of a Unit is acquired by eminent domain, the award must compensate the Unit Owner and mortgagees, if any, as their interest may appear, for the reduction in value of the Unit and its Common Element interest. Upon acquisition, (1) that Unit's Common Element interest, votes in the Association, and Common Expense liability are reduced in proportion to the reduction in the size of the Unit, or on any other basis specified in the Declaration, and (2) the portion of Common Element interest, votes, and Common Expense liability divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective interests, votes, and liabilities of those Units before the taking with the partially acquired Unit participating in the reallocation on the basis of its reduced interests, votes, and liabilities.

24.3 Acquisition of Part of Common Elements. If part of the Common Elements is acquired by eminent domain, the award must be paid to the Association for the use and benefit of the Unit Owners and their mortgagees, as their interests may appear. The Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit Owners in proportion to their respective Common Element interests before the taking.

24.4 Association to Represent Owners. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements, or part thereof. Each Unit Owner appoints the Association as attorney-in-fact for such purposes.

25. Registration of Mailing Address of Unit Owners; Association Address; Service Agent. Within ten (10) days after vesting of title, Each Owner shall register his mailing address with the Association, and notices or demands intended to be served upon an Owner shall be sent by mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Board of Directors of the Association or to the Association shall be sent certified mail, postage prepaid, to 2928 South Dewey, Norman, OK 73069, Attention: Richard Taylor, or at such other address of which the Board may be furnished from time to time or served in person upon the service agent of the Association, Richard Taylor, 2928 South Dewey, Norman, OK 73069.

26. Period of Ownership. The Unit ownership estate created by this Declaration and the plan shall continue until this Declaration is revoked in the manner as is provided for in this Declaration or by law.

27. General Reservations. Declarant reserves the right to establish within the Common Elements future easements, reservations, exceptions and exclusions consistent with the ownership of the project and for the best interests of the Unit Owners and the Association in order to serve the entire project.

28. Waiver Clause. Except as to the payment of assessments, the Association shall have the power to grant to any Owner a waiver variance, or exception of and from any of the provisions of this Declaration, upon approval of a three-fourths (3/4) majority of the votes entitled to be cast by the members of the Association at the annual meeting of the Association or at any special meeting called for this purpose.

29. General.

29.1 Severance. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provisions, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

29.2 Failure to Enforce Not Waiver. No provision contained in this Declaration or the By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

29.3 Captions. The captions herein are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope of this Declaration or exhibits nor the intent of any provision hereof.

29.4 Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

29.5 Covenants to Run With the Land. The covenants, conditions and restrictions of this Declaration shall run with and bind the project and shall inure to the benefit of and be enforceable by the Association or any member, their respective legal representatives, heirs, successors and assigns.

29.6 Declarant Easement. Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Declarant's rights reserved herein.

29.7 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, 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 of this Declaration or the By-Laws and any amendments thereto. A first mortgagee, upon request, will be entitled to written notification from the 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.

29.8 Attorneys Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs of such suit. In the event the Association is a prevailing party in such action, the amount of such attorneys' fees and costs shall be a special assessment with respect to the Unit involved in the action.

29.9 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 Administration, 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, and/or (iii) to comply with the requirements of any permanent lender or title insurance company. 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 Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of 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 entitles to make, purchase, insure, or guarantee the first mortgage on such Owner's Unit.

IN WITNESS WHEREOF, the undersigned have executed these presents the 23rd day of April, 1984.

Signed by Edward L. Scribner and Donarl R. Beagley.
Notarized on April 23, 1984 by Luana Anderson.

Exhibit "A" – Legal Description

Lot One (1), Block One (1), INTERSTATE SQUARE an addition to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof in thr records of the office of the County Clerk of Cleveland County

Exhibit "B" – Plans
(copies of Plans have been purposely omitted in this document)

EXHIBIT "C"

Each Unit shall share in ownership of the Common Elements and in all assessments, whether regular or special, based upon the ratio as set forth below, which ratio is in the approximate relation that the fair value of the Unit bears to the aggregate fair value of all the Units having an interest in such Common Elements.

UNIT PERCENTAGES FOR ASSESSMENT AND OWNERSHIP

Unit	% Share	Unit	% Share	Unit	% Share
101	.95	144	.87	235	.87
102	.87	145	.87	236	.87
103	.87	146	.87	238	.95
104	.87	147	.95	239	.95
105	.87	148	.95	241	.95
106	.87	149	.95	242	.95
107	.87	150	.95	244	.87
108	.87	151	.95	245	.87
109	.87	152	1.58	246	.87
110	.87	153	1.68	247	.87
111	.87	154	1.68	248	.95
112	.87	155	1.58	249	.95
113	.87	156	1.59	251	.95
114	.95	157	1.68	252	.95
115	.95	158	1.68	G-1	.19
116	.95	159	1.59	G-2	.19
117	.95	160	.87	G-3	.19
118	.95	202	.87	G-4	.19
119	.95	203	.87	G-5	.19
120	.95	204	.87	G-6	.19
121	.95	205	.87	G-7	.19
122	.95	206	.87	G-8	.19
123	.95	207	.87	G-9	.19
124	.95	208	.87	G-10	.19
125	.87	209	.87	G-11	.19
126	.69	210	.87	G-12	.19
127	.69	211	.87	G-13	.19
128	.69	212	.87	G-14	.19
129	.69	213	.95	G-15	.19
130	.69	214	.95	G-16	.19
131	.87	215	.95	G-17	.19
132	.87	217	.95	G-18	.19
133	.87	218	.95	G-19	.19
134	.87	220	.95	G-20	.19
135	.87	221	.95	G-21	.19
136	.87	223	.95	G-22	.19
137	.95	224	.95	G-23	.19
138	.95	226	.69	G-24	.19
139	.95	227	.69	G-25	.19
140	.95	229	.69	G-26	.19
141	.95	230	.69	G-27	.19
142	.95	232	.87	G-28	.19
143	.87	233	.87		100.00