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**DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
AND
CREATION OF UNIT OWNERSHIP ESTATE
OF
OAKCREEK COMMUNITY**



This DECLARATION, made on the date hereinafter set forth, by Stillwater Senior Cohousing, LLC, an Oklahoma limited liability company, hereinafter referred to as "Declarant";

WITNESSETH

WHEREAS, Declarant is the owner of A tract of land containing seven and one-half (7 ½) acres, more or less, and described as the Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of the Northwest Quarter (NW/4), of Section Eleven (11), Township Nineteen (19) North, Range Two (2) East of the 1M, Stillwater, Payne County, Oklahoma; excepting the South Half (S/2) of the South Half (S/2) thereof; being the 2 ½ acres conveyed to A.R. Swank by warranty deed recorded in 102 DR, page 294, and does by this declaration create a real estate development pursuant to 60 O.S. SS 851 to 855, and

WHEREAS, Declarant desires to submit the property to the provisions of the Unit Ownership Estate Act of Oklahoma, (being 60 OS §501-530) as amended, (hereinafter sometimes referred to as the "Act") thereby creating a condominium known as Oakcreek Community; and,

WHEREAS, Declarant desires to publish a plan for the individual ownership of the several Condominium Units and ownership of individual interests in that real property hereinafter, defined as "Common Area and Facilities" and "Limited Common Area and Facilities"; and

WHEREAS, Declarant desires to convey the property pursuant and subject to certain protective covenants, conditions, restrictions, reservations, liens and charges hereinafter set forth, and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in an adult, owner occupied community and for the maintenance and improvement of said amenities and common facilities now

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existing or hereafter erected thereon; and, desires to subject the property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of such property and each Owner thereof; and,

NOW, THEREFORE, Declarant hereby submits the property to the provisions of the Unit Ownership Estate Act of Oklahoma, as amended, and hereby publishes its plan as to the division of the property, the imposition of covenants, conditions, restrictions, reservations, liens and charges thereon and the individual ownership thereof. Declarant hereby specifies that this Declaration shall constitute covenants, conditions and restrictions which shall run with the property and shall bind and inure to the benefit of Declarant, its successors and assigns, and all subsequent owners of any interest in the property, their grantees, successors, heirs, executors, administrators, devisees or assigns.

ARTICLE I - DEFINITIONS

<p>These definitions were amended on January 24, 2016. See the updated definitions</p>
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The following words, when used in this Declaration or any Supplemental Declaration (unless the context shall so prohibit), shall have the following meanings:

1.01 "Association" shall mean OAKCREEK COMMUNITY HOMEOWNER'S ASSOCIATION, INC., an Oklahoma non-profit corporation, its successors and assigns.

1.02 "Association Rules" shall mean the rules adopted by the Association as they may be amended from time to time.

1.03 "Assessment" means a unit owner's share of the common expenses assessed against such owner and his Unit from time to time by the Association in the manner hereinafter provided.

1.04 "Board" shall mean the Board of Directors of the Association.

1.06 "By-Laws" shall mean the By-Laws of the Association; as such By-Laws may be amended from time to time, and are attached hereto as Exhibit "A".

1.08 "Common Area and Facilities or Common Elements" are used herein interchangeably and mean and include all of the Condominium Property and every part thereof, after excluding the Condominium Units and Limited Common Area and Facilities.

1.09 "Common Expenses" means and includes (a) all expenses incident to the administration, maintenance, repair and replacement of the Common Area and Facilities, after excluding therefrom such expenses which are the responsibility of a Unit Owner as set forth herein; (b) expenses determined by the Association to be Common Expenses and which are lawfully assessed

against Unit Owners, and (c) expenses declared to be Common Expenses by the Act or the Condominium Documents.

1.10 "Condominium Documents" means and includes this Declaration Development, the By-Laws of said Association, Association Rules, and Design and Architecture Rules, all as amended from time to time.

1.11 "Condominium Property" or "property" means and includes all the property submitted to the Unit Estate Ownership Act by this Declaration.

1.12 "Declarant" shall mean Stillwater Senior Cohousing, LLC, an Oklahoma limited liability company.

1.13 "Declaration" shall mean this Declaration of Covenants and Restrictions of Oakcreek Community and the covenants, conditions, and restrictions set forth in this entire document, as same may from time to time be amended, relating to all or part of Oakcreek Community.

1.14. "Design Guidelines": Architectural, design, development, and other guidelines, standards, controls, and procedures including, but not limited to, application and review procedures, adopted and administered, as they may be amended.

1.15. "Design Review Team": The Team which Declarant or the Board of Directors may create, subject to the provisions herein, and at such time as it shall determine in its discretion, to review new construction and/or changes or alterations, and administer and enforce architectural standards.

1.16 "Improvement " shall mean any improvements, including but not limited to, structures, houses, roads, driveways, gates, parking areas, fences, walls, mail boxes, pools, water features, out buildings, hedges, plantings, trees and shrubs, and all other structures or landscaping improvements of every type and kind.

1.17 "Limited Common Area and Facilities" or "Limited Common Elements" are used herein interchangeably and includes those areas so designated in the Master Plan as Exhibit "C" attached hereto and incorporated herein by this reference, and related drawings.

1.18 "Percentage Interest" means the percentage of undivided interest each Unit Owner owns as tenant in common in the Common Areas and Facilities and Limited Common Areas, as listed herein on Exhibit "B".

1.19 "Unit" means an enclosed space consisting of one or more rooms occupying a part of *one* of the residential buildings constructed on the land constituting a part of the condominium property as hereinabove defined, which unit is bounded horizontally by the interior surfaces of its perimeter walls and is

bounded vertically by one inch above grade level and one inch below the roof decking and shall include all light fixtures within such enclosed space together with the covering of the walls, ceilings and floors, including paint, wallpaper, matting and carpeting, and all appliances, cabinets, toilets, sinks, showers and bathtubs therein and further including all parts and components of the air conditioning system servicing each such enclosed space although a portion of such air conditioning system is located on the common area or facilities.

1.20 "Unit designation" means the number, letter or combination thereof designating the unit in the declaration;

1.21 "Unit Owner" or "Owner" means the record owner, whether one or more persons, of fee simple title or leasehold estate in and to any Condominium Unit excluding, however, those persons having such interest merely as security for the performance of an obligation.

1.22 "Unit Plans" means the architectural floor plans included in Exhibit "D" and attached hereto.

1.23. "Use Restrictions": The rules and use restrictions shall be promulgated by the Declarant and delivered to all original Owners prior to title transfer from the Declarant and incorporated by reference, as they may be modified, canceled, limited or expanded as described herein.

1.24 "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of Oakcreek Community or on any public or private rights of way adjacent thereto, but is not applicable to objects approved in writing by the Design Review Team and continuously maintained, landscaped and screened in accordance with the requirements of the Design Review Team.

ARTICLE II - DECLARATION

2.01 General Declaration Creating Oakcreek Community: Declarant shall develop Oakcreek Community into various residential Units, Common Area and Facilities, or Limited Common Area and Facilities. Declarant intends to sell and convey Units subject to this Declaration. Declarant hereby declares that all of the real property within Oakcreek Community is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration, as amended or modified from time to time. This Declaration is declared and agreed to be in furtherance of a general plan for the subdivision, improvement, and sale of said real property and is established for the purpose of enhancing and perfecting the value, desirability and attractiveness of said real property and every part thereof. All of this Declaration shall run with all of said real property for all purposes and shall be binding upon and inure to the benefit of Declarant, the Association, all Owners, and their successors in interest.

2.02 Conveyance to Association. Declarant shall convey to OAKCREEK COMMUNITY HOMEOWNER'S ASSOCIATION, INC. all common areas and limited common areas and all improvements located on limited common areas in Oakcreek Community, as shown by the Master Plan, and subject to this Declaration, easements, restrictions, rights of way and zoning ordinances of record, and free and clear of all mortgages and liens.

ARTICLE III - PROPERTY RIGHTS

3.01 Development Plan. Declarant shall construct or cause to be constructed on the property Six (6) residential buildings each containing Four (4) Units, for a total of twenty-four (24) Condominium Units. Each Unit building shall be One (1) story in height. There shall also be a Common House and Common garage facility. Each of the buildings shall be constructed substantially in accordance with the Master Plan and Unit Plans which are contained in Exhibits "C" & "D", attached hereto and incorporated herein by this reference, and show the buildings, number and identity of Units. Subject to provisions herein, the Declarant expressly reserves the right during the course of construction, to revise, modify or change in whole or in part any of such Condominium Units; provided however, (i) Declarant shall adhere to the general scheme of development as set forth in Exhibit "D" attached hereto and made a part hereof and (ii) Declarant shall not make any such alterations to any Condominium Unit sold or under a valid sales contract without having first obtained the express written consent of the Owner thereof. Any such change or modification shall not alter the Percentage Interests of units theretofore conveyed as set forth in Exhibit "B" without the unanimous consent (100%) of the Unit Owners expressed in an amendment to be duly recorded. Some Units may be conveyed and occupied prior to the completion of other Units; provided, however, that prior to the conveyance of each such revised or modified Unit, there shall be filed for record an amendment to this Declaration by the Declarant certifying that the Unit Plans and Master Plan theretofore filed, as supplemented by the Unit Plans and/or Master Plan being filed simultaneously therewith, fully depict the layout, location, identification, dimensions, percentage interest thereof, and materials used in the construction of each such Unit as built. Such amendments may be filed from time to time by Declarant alone without the consent or execution thereof by other unit owners.

3.02. Units. Each Unit, together with its Percentage Interest in the Common Area and Facilities and the Limited Common Area and Facilities, shall for all purposes constitute a separate parcel of real property which, subject to the provisions of this Declaration, may be owned in fee simple and which may be conveyed, transferred, mortgaged, leased and encumbered in the same manner as any other real property. Each Owner, subject to the provisions of the Act and this Declaration, shall be entitled to the exclusive ownership and possession of his Unit. Declarant, by the recordation of this Declaration, agrees, covenants and warrants to faithfully complete construction of all such condominium units and

other improvements constituting a part of the condominium property within five years of the date of the recordation of this Declaration, provided, however, the Declarant shall not be responsible or liable in law or in equity to any purchaser or encumbrance of any unit or unit ownership estate specified herein for failure to complete said development and improvements within such period where such failure is due to strikes, war, insurrection, unavailability of materials or labor or financing, acts of God or other cause reasonably beyond the Declarant's sale control, and in the event of failure to complete all such improvements within such period the Declarant shall have a period equal to delay due to any of said reasons for such failure.

The Units shall be constructed with composite shingle roofs and finished siding exteriors, constructed substantially in accordance with the Master Plan and Unit Plans which is contained in Exhibits "C" & "D".

3.03. Common Area and Facilities.

(a) Percentage Interest. The Unit Owners shall own the Common Area and Facilities and Limited Common Area and Facilities as tenants in common with each Unit having appurtenant thereto the Percentage Interest in said Common Area and Facilities and Limited Common Area and Facilities as set forth in Exhibit "B" attached hereto; provided however, the use of the Limited Common Area and Facilities shall be restricted as set forth in Section 3(e) of this Article III. Each Unit shall have an equal Percentage Interest, as a common value of Oakcreek Community is agreement by consensus. The stated Percentage Interest is permanent in character and cannot be altered without the consent of all (100%) of the Unit Owners expressed in an amendment to the Declaration duly recorded except as to Units still owned by Declarant as provided herein.

(b) Inseparability of Percentage Interests. The Percentage Interest in the Common Area and Facilities and the Limited Common Area and Facilities cannot be separated from the Unit to which it appertains and shall be automatically conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the deed or other instrument

(c) No Partition. The Common Area and Facilities and Limited Common Area and Facilities shall remain undivided and no right to partition the same or any part thereof shall exist except as provided in the Unit Ownership Estate Act, the By-Laws, and this Declaration.

(d) Use of Common Area and Facilities. The Unit Owners may use the Common Area and Facilities in accordance with the purposes for which they are intended without hindering the exercise of or encroaching upon the rights of other Unit Owners. The Board of Directors shall, if any question arises, determine the purpose for which a part of the Common Area and Facilities is

intended to be used. The Board shall have the right to promulgate rules and regulations limiting the use of the Common Area and Facilities to Unit Owners and their guests as well as to provide for the exclusive use of a part of the Common Area and Facilities by a Unit Owner and his guests for special occasions which exclusive use may be conditioned, among other things, upon the payment of a fee. Any Owner may delegate, in accordance with the provisions of this Declaration and By-Laws, his right to use the Common Area and Facilities to the immediate members of his family, to a limited number of guests, or to his tenants who reside in the Unit.

(e) Limited Common Area and Facilities. Ownership of each Unit shall entitle the Owner or owners thereof to the exclusive use of the Limited Common Area and Facilities adjacent and appurtenant to such Unit and so designated in Exhibit "B"; which exclusive use may be delegated by such Owner to the immediate members of his family, to his guests, or to his tenants who reside in his Unit. Owners may place plants, furniture, grills and other similar items within the Limited Common Area and Facilities adjacent and appurtenant to their Unit, provided that such plants shall not be allowed to grow or climb to a height higher than the wall or rail enclosing such Limited Common Area and Facilities unless the placement of such plants shall have been approved in writing prior to reaching said height by the Board of Directors or by the Design Review Team appointed thereby as provided herein, and provided that such plants shall be properly maintained by such occupants.

3.04. Conveyance by Warranty Deed. All conveyances of title of any Condominium Unit shall be by general warranty deed in accordance with 60 OS § 515 and any amendatory act

3.05. Reservation by Declarant: Notwithstanding any other provisions herein contained or contained in the By-Laws, Declarant reserves the unrestricted right to change the interior or exterior design and arrangement of all units and to alter the boundaries between units or to combine one or more units or to change the size thereof so long as the Declarant owns the unit so altered and so long as any such change or alteration does not result in a change in the total square footage in area of floor space of all units then remaining in the ownership of the Declarant, plus or minus a 1% variation and that any unit resulting from such change, alteration or combination shall own and/or have appurtenant to it an undivided interest in the common elements and a like share of common expenses and be entitled to a proportionate vote in the affairs of the condominium and/or its management proportionate to its square footage of floor space when compared to the total footage of floor space in all units in the condominium, plus or minus a 1% variation; provided, however, that no such change or alteration or combination shall operate to alter in any manner the undivided interest of other unit owners in the common elements or their proportionate share of the common expenses or their proportionate vote in the affairs of the condominium and/or its management as set forth in this Declaration. In the event of any such change, alteration or combination, the

Declarant shall also have the right to change or alter the design, boundaries or location of limited common areas or facilities appurtenant to units still owned by Declarant so long as the same does not change, alter or interfere with the limited common area or facilities appurtenant to the units of other unit Owners as set forth, defined and described in this Declaration. Provided further that notwithstanding anything otherwise contained in this Declaration or in the By-Laws, in the event that the Declarant exercises his right to change, alter, or combine units still owned by him or limited common elements appurtenant thereto as set forth in the preceding paragraph, the Declarant further reserves the right to file an Amendment to this Declaration setting forth the building plan encompassing such changes, alterations, or combinations, together with the resulting undivided interest in the common elements, share of common expenses and proportionate voting rights to be owned by such owner and/or appurtenant to such unit, and an amended plot plan which shall supercede the original building plans and plot plans pertaining to such units which are attached to this Declaration. Such Amendments may be executed by the Declarant only, from time to time, and filed of record without the necessity of any consent or execution by other unit owners within the condominium.

3.06 Owner's Easements of Enjoyment. Every Owner has the right and easement of enjoyment in and to the entire Commons, if established, which shall be appurtenant to and shall pass with the title to every Unit, subject to the right of the Association to control and limit the use of any common area as provided in this Declaration, the Certificate, the By-Laws, the Design Review Team, and the Association Rules. An owner subject to the By-Laws and Association Rules, may delegate his right of enjoyment of any common area to the members of his family, his guests, and his tenants.

ARTICLE IV - OAKCREEK COMMUNITY HOMEOWNERS' ASSOCIATION

4.01 The Association. The Association, shall be a nonprofit Oklahoma corporation charged with the duties and invested with the powers prescribed by law and set forth in the Certificate, By-Laws, Architectural and Design Rules and this Declaration. Neither the Certificate nor the By-Laws or the Architectural and Design Rules shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. Copies of the By-Laws, Association Rules and Architectural and Design Rules shall be provided to an Owner of any Unit when requested.

4.02 Board of Directors. The Association shall have a Board of Directors, as provided in this Declaration. Any action taken pursuant to the rights, powers, and duties granted to the Association by the Declaration, Certificate, By-Laws, Association Rules and Architectural and Design Rules may be taken by the Association only upon the vote of its Board. The affairs of the Association shall be conducted by, and the Association shall act through, its Board and such officers as the Board may elect or appoint, in accordance with the Declaration, the Certificate, and the By-Laws, as the same may be amended from time to

time. The Association may act only as determined by a majority vote of the Board, except where a vote of more than a majority of the Board is specifically required in this Declaration, the Certificate or the By-Laws.

Agreement by consensus is a common and stated value of Oakcreek Community and its members. Making decisions by consensus shall be the standard method of decision making for the Association, the Board of Directors and Members.

4.03 Powers and Duties of the Association. The Association shall have such rights, powers, and duties as set forth in this Declaration, the Certificate, and By-Laws, as same may be amended from time to time, which shall be necessary to handle the affairs of the Association, including, but not limited to the purchase of property, liability or other insurance policies, payment of taxes of property owned by the Association, enter into contracts to achieve the goals of the Association.

4.04 Responsibility for Administration. The administration of the Oakcreek Community, the maintenance, repair, replacement and operation of the Common Area and Facilities and Limited Common Area and Facilities as herein provided, and those acts required of the Association by the Condominium Documents shall be the responsibility of the Association. Such administration shall be in strict accordance with the provisions of the Act, this Declaration, the By-Laws of the Association, the Association Rules.

4.05 The Association Rules. The Association may, from time to time, adopt, amend, repeal, and enforce rules and regulations to be known as the "Association Rules". The Association Rules may restrict and govern the use of any area by any Owner, or by any invitee of such owner; provided however, that The Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Certificate, or By-Laws. A copy of The Association Rules, as they may from time to time be adopted, amended, or repealed, shall be delivered via, electronic delivery, mail or hand delivery to a Unit, to each Owner and may be recorded. Upon such recordation, said Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration.

4.06 Personal Liability. No member of the Board, or of any Team or Committee of the Association, or any officers of the Association, or the manager, or the Declarant shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or, negligence of the Association the Board, the Officers, or any other representative or employee of the Association, or the Design Review Team, or any other Team or Committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful misconduct.

4.07 Mortgagees of Units. Mortgagees of Units shall have the right to receive timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage
- (b) Any 60-day delinquency in the payments of assessments or charges owned by the owner of any unit on which it holds the mortgage;
- (c) A lapse, cancellation, or material modification of any insurance policy maintained by the owners' association; and
- (d) Any proposed action that requires the consent of a specified percentage of mortgagees.

ARTICLE V - MEMBERSHIP AND VOTING RIGHTS

5.01 Membership. Every Owner of a Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment.

5.02 Directors. In order to promote and achieve the value of decisions by consensus, the Association shall have a Board of Directors that shall consist of one (1) person representing each Unit. The owners of the individual Unit shall determine who shall represent that Unit on the Board. This Board of twenty-four (24) persons shall make decisions by reaching consensus.

5.03 Rights of Members. Each member shall have such other rights, duties, and obligations as set forth in the Certificate, By-Laws, Architectural and Design Rules, and Association Rules as same may be amended from time to time.

5.04 Transferability. The Association membership of an Owner shall be appurtenant to the Unit of said Owner. The rights and obligations of an Owner and membership in the Association shall not be assigned transferred, pledged, conveyed, or alienated in any way except upon transfer of record of ownership to the Owner's Unit and then only to the transferee of ownership to such Unit, or by intestate succession, testamentary disposition, foreclosure of a mortgage of record, or such other legal process as is now in effect or as may hereafter be established under or pursuant to the laws of the State of Oklahoma. Any attempt to make a prohibited transfer shall be void. Any transfer of record of ownership to a Unit shall operate to transfer said membership to the new Owner thereof.

5.05 Power to Borrow. The Association may borrow funds for Association purposes. No Owners shall be required to become personally obligated on debts of the Association to third parties, unless they do so voluntarily. The Association may pledge or mortgage its real estate or the Improvements located thereon, and its tangible personal property to secure its debts.

ARTICLE VI - COVENANT FOR ASSESSMENTS

6.01 Creation of Lien and Personal obligation of Assessments. The Declarant, for each Unit within Oakcreek Community hereby covenants, and each Purchaser of any Unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such assessments as may become applicable to their Unit, as provided below. There is hereby created in favor of the Association the right to claim a lien for the amount of any such assessment, together with interest, costs with power of sale, and a reasonable attorney's fees on each and every Unit within Oakcreek Community to secure payment to the Association of any and all assessments levied against such Unit as provided herein. Each such assessment, together with interest, costs, and attorney's fee shall also be the personal obligation of the Unit Owner at the time when the assessment was levied against such Unit. The personal obligation for delinquent assessments shall not pass to successor Owners unless expressly assumed by them, but shall remain a lien on such Unit (except as provided below) and the personal obligation of the Unit Owner who was the Unit Owner at the time the assessment was made.

6.02 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in Oakcreek Community, for the maintenance, improvement, and for maintaining the overall aesthetic beauty of Oakcreek Community, and to cover the cost incidental to the operation of the Association. The regular assessment shall include the establishment of adequate reserves for repair and replacement of capital items. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Commons or by the abandonment of his Unit.

6.03 Amount of Regular Assessment. No later than December 1 of each calendar year, the Board of Directors shall set the annual assessments by estimating the Common Expenses to be incurred during the immediately succeeding calendar year and shall prorate such Common Expenses among the Owners of the Condominium Units in accordance with the Percentage Interest appurtenant to such Condominium Units, and shall give written notice to each Unit Owner of the annual Assessment fixed against his Unit for such immediately succeeding calendar year. The annual Assessments levied by the Association shall be collected by the Treasurer as provided herein.

6.04. Special Assessments. In addition to the annual Assessments, the Association may levy in any calendar year, special Assessments for the purpose of supplementing the annual assessments if the same are inadequate to pay the Common Expenses and of defraying in whole or in part, the cost of any construction or reconstruction, repair or replacement of the Limited Common Area and Facilities or the Common Area and Facilities, including the necessary

fixtures and personal property related thereto; provided, however, that any such special Assessments shall have the assent of a majority of the votes represented, in person or by proxy, at a meeting which a quorum is present, duly called for the express purpose of approving such expenditure or assessment, written notice of which shall be sent to all Unit Owners not less than ten (10) days nor more than sixty (60) days in advance of the meeting, which notice shall set forth the purpose of the meeting. Special Assessments shall be fixed against the Units according to their Percentage Interests; the period of the Assessment and manner of payment shall be determined by the Board.

6.05. Commencement of Annual Assessments; Due Dates. Although the annual Assessment is calculated on a calendar year basis, each Owner of a Condominium Unit shall be obligated to pay to the Association such Assessment in equal monthly installments on or before the first day of each month during such calendar year, or in such other reasonable manner as the Board of Directors shall designate. The annual Assessments provided for herein shall as to each Condominium Unit commence upon the conveyance thereof (the "commencement date"). The first monthly payment of the annual Assessment for each such Unit shall be an amount (rounding to the nearest whole dollar) equal to the monthly payment for the fiscal year in progress on such commencement date, divided by the number of days in the month of conveyance, and multiplied by the number of days then remaining in such month.

The Association shall, upon demand at any time, furnish to any Unit Owner liable for any such Assessment a certificate in writing signed by an officer of the Association, setting forth whether the same has been paid. A reasonable charge, as determined by the Board, may be made for the issuance of such certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

6.06 Effect of Non-payment of Assessments: Remedies of the Association. Each Unit Owner shall be deemed to covenant and agree to the enforcement of the assessments in the manner herein specified. If any assessment, or installment thereof, is not paid by the due date specified by the Board, the Unit Owner or Owners for which the delinquent assessment or installment is unpaid shall lose the right to cast the vote of that Unit in the Association until all amounts due are paid in full. The Association may employ an attorney or attorneys for collection of any delinquent assessment or installment thereof, whether by suit or otherwise, or to enforce compliance with or for specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, the Certificate, By-Laws, Architectural and Design Rules or the Association Rules. In addition to any amounts due or any relief or remedy obtained by the Association against an Owner, such Owner agrees to pay the Association its reasonable attorneys' fees, plus interest and costs thereby incurred. Any interest provided in this Declaration shall be compounded monthly and charged at an annual rate equal to Eighteen percent (18%). In the event an assessment or installment thereof is not paid

when due, and this becomes a delinquent obligation, or in the event an Owner fails to perform or comply with any other obligation of this Declaration, the Certificate, By-Laws, Architectural and Design Rules or the Association Rules, then (in addition to any other remedies herein or by law or by equity provided) the Association may enforce each such obligation by either the prosecution of a suit in the appropriate court of law or by the filing of a lien against the Unit associated with the failure to pay the assessment or other violation.

6.07 Priority of Lien. The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money mortgage. The sale or transfer of any Unit shall not affect the assessment lien. However, the sale, transfer, acceptance of a deed in lieu of foreclosure, a judicial foreclosure, or foreclosure by Power of Sale of any Unit pursuant to the foreclosure of any prior lien shall extinguish all existing liens of such assessments as to payments which became due or accrued six (6) months and prior to six (6) months, prior to such sale, transfer, deed in lieu of foreclosure or foreclosure. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof, nor shall the Owner or Owners prior to foreclosure sale or transfer be relieved of his or their personal liability for the assessments unpaid prior to such sale or transfer. Any other sale or transfer of any Unit shall not affect the assessment lien.

6.08 Declarant's Payment of Assessments. Declarant shall not be required to pay an assessment, whether special or annual, on a per Unit basis, as described herein, until Declarant has turned over control of the Association to the Homeowners.

6.09 Exempt Property and Subsidy. Notwithstanding any other provisions herein contained or contained in the By-Laws, for so long as the Declarant continues to own at least six (6) of the units set forth and described in this Declaration or any Amendment thereto, whether such units be then constructed or not, such units owned by such Declarant shall be exempt from the assessments provided for herein until such units are conveyed by the Declarant to another owner. Provided further, that for so long as the Declarant owns six (6) or more of such units, the Declarant hereby undertakes and covenants to subsidize the condominium for the amount of such deficiency, which amount shall be deemed and considered for all purposes pro-rated as against each of the units owned by the Declarant, whether then constructed or not, and chargeable as an assessment against the same to such pro-rated extent only. And provided further, that nothing herein shall obligate the Declarant to subsidize the amount of assessments properly chargeable to a unit owned by some other owner who is delinquent in the payment of any annual or special assessment, and in the event of a deficiency caused by any such delinquency, the provisions of this Declaration respecting the enforcement of assessments and otherwise pertaining thereto shall apply.

ARTICLE VII - INSURANCE AND CASUALTY LOSSES

7.01. Insurance. The Board of Directors or its authorized agent shall obtain insurance in compliance with required Fannie Mae guidelines, for all of the improvements on the property including all common areas and elements, public ways, and any other areas under its supervision (excepting the personal property of the Condominium owners, their guests, and lessees and all improvements and betterments made by such owners at their expense) against loss or damage by fire, storm or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full cost of repair, reconstruction or replacement in the event of damage or destruction from any such hazard and shall also obtain a public liability policy covering the Common Area and Facilities, Limited Common Area and Facilities and all damage or injury cause by the negligence of the Association or any of its agents which public liability policy shall have reasonable limits set by the Board of Directors. Premiums for all such insurance shall be Common Expenses and paid by the Association. All such property insurance coverage obtained by the Board of Directors shall be written in the name of the Association for the Owners of the Units in same percentage as the Percentage Interest appurtenant to their Units. Additionally, Fidelity Insurance shall be obtained as necessary to comply with required Fannie Mae guidelines.

7.02. Each Owner may obtain additional insurance at his own expense; provided, however that no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Board of Directors, on behalf of all of the Owners and their mortgagees, may realize under any insurance policy which the Board of Directors may have in force on the property at any particular time.

7.03. Each Owner at his own expense may obtain on his Unit or the contents thereof title insurance, homeowner's liability insurance, theft and other insurance covering against damage and loss of improvements and personal property.

ARTICLE VII - ARCHITECTURAL AND DESIGN CONTROL

8.01. Design Review Team. The Association shall have a Design Review Team, which shall be more fully detailed in the Bylaws and Association Rules. It shall be the duty of the Design Review Team to consider and act upon any and all proposals or plans submitted to it pursuant to the terms hereof, to adopt Architectural and Design Rules which may be more stringent than, but which shall not be inconsistent with, this Declaration, and to carry out all other duties imposed upon it by the Declaration, Board of Directors, Bylaws and Association Rules. The prior approval of the Design Review Team shall be required for the construction or alteration of any Improvement located within Oakcreek Community, except for those installed by the Declarant and for such other matters as may be provided in this Declaration, the Certificate, By-Laws, and Architectural and Design Rules.

8.02 Approval Required for Changes. To preserve the original architectural appearance of Oakcreek Community, after the purchase of a Unit from Declarant, its successors, or assigns, no exterior construction of any nature whatsoever shall be commenced or maintained upon any building, including without limitation, the Limited Common Area and Facilities nor shall there be any change, modification or alteration of any nature whatsoever of the design and appearance of any of the exterior surfaces, or facades, nor shall any Owner paint, decorate, or change the color of any exterior surface, gate, fence or roof, nor shall any Owner change the design or color of the exterior lights, erect or attach to any part of the exterior any sign of any kind whatsoever, exterior addition or change, including without limiting the generality of the foregoing the erection or construction of any fence or wall, be made unless and until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of exterior design, color and location in relation to the surrounding structures by the Board of Directors of the Association or by a Design Review Team or architectural committee appointed by the Board. Failure of the Board, or its designated team or committee, to approve or disapprove such plans and specifications within 30 days after their being submitted to it shall constitute approval.

8.02 Changes to Common Area and Facilities, Limited Common Area and Facilities. No Owner shall cause or allow any changes or alterations to any Common Area and Facilities, Limited Common Area and Facilities, including any shrubs, trees or plantings. All change, modifications, or alterations to Common Area and Facilities, Limited Common Area and Facilities, shall be determined by the Board of Directors, or its assigns, and shall be done under the supervision of the Board of Directors, or its assigns.

8.03 Adoption of Additional Architectural and Design Rules. The Design Review Team, in its sole discretion, may from time to time amend the Architectural and Design Rules which shall be used as a guide for the orderly development of Oakcreek Community and to ensure the aesthetic harmony of all structures and landscaping within Oakcreek Community initial Architectural and Design Rules.

ARTICLE IX - EXTERIOR MAINTENANCE

9.01. Maintenance by Association, The Association may, at any time, as to any part of the common facilities:

a. Repair. Repair, maintain, reconstruct, replace, refinish or complete any Improvement or portion thereof upon any such area in accordance with the last plans thereof approved by the Design Review Team; the original plans for the Improvement; or, if neither of the foregoing is applicable and if such Improvement was in existence prior to this

Declaration, then in accordance with the original design, finish, or standard of construction of such Improvement as same existed;

b. Roadway. Construct, reconstruct, repair, replace, maintain, resurface or refinish any roadway, street, sidewalk, improvement or surface;

c. Maintenance. Maintain, remove, replace or treat injured and diseased trees or other vegetation in any such area, and plant trees, shrubs, and ground cover to the extent that the Association deems desirable for the conservation of water and soil or for aesthetic purposes;

d. Signs. Place and maintain upon any such common area such signs as the Association may deem appropriate for the proper identification, use, and regulation thereof;

e. Other. Do all such other and further acts which the Association deems necessary to maintain, preserve and protect the Commons and the beauty thereof, in accordance with the general purposes specified in this Declaration, the Bylaws or Association Rules. The Association shall be the sole judge as to the appropriate maintenance, preservation and protection of all grounds with Oakcreek Community.

9.02. Responsibility of Owner. In the event that the Board of Directors should determine that the need for maintenance or repairs by the Association as provided for herein is caused through the willful or negligent act of an Owner, his family, guests or invitees, the cost of which is not covered or paid for by insurance then the cost, both direct and indirect, of such maintenance or repairs shall be added to and become a part of the assessment to which such owner and Unit is subject. Each Owner shall maintain, repair and replace at his own expense all portions of his Unit which may become in need thereof, including the heating and air-conditioning system for such Unit, all bathroom and kitchen, fixtures and appliances, light fixtures, interior nonload-bearing walls, carpeting, drapes and other items within the Unit. Further, each Owner shall, at his own expense, maintain, repair and replace, when necessary, that portion of the air-conditioning system servicing his Unit which is located adjacent to his Unit and each Owner shall, at his own expense, keep the Limited Common Area and Facilities to which his Unit has exclusive access and to which has exclusive use clean and neat. If the Owner does not make those repairs to be made by him within thirty days from written demand from the Association, the same may be repaired by the Association and the cost thereof shall be assessed against the Unit owned by such Owner.

9.03 Improvements. No improvements shall be placed or constructed upon or added to the Commons except with the prior written approval of the Design Review Team and the Board, except as otherwise specifically provided herein.

9.04 Additional Improvements. Though Declarant has no obligation for additional Improvements, Declarant or any other party may, with the consent of the Board and the prior written approval of the Design Review Team, build or construct Improvements which shall become part of Oakcreek Community and be for the benefit of all Owners.

ARTICLE X - CLASSIFICATIONS, USES, AND RESTRICTIONS

10.01 Permitted Uses and Restrictions. The Units and Common Area and Facilities, Limited Common Area and Facilities within Oakcreek Community are covered by this Declaration, the Bylaws and Association Rules. Some of the permitted uses and restrictions shall be as follows:

a. Single Family Residential Use. All of the Units shall be used, improved, and devoted exclusively to Residential Use and recreational facilities incidental thereto. No nonresidential use shall be conducted in Oakcreek Community.

b. Age of Owner. The Oakcreek Community is a senior cohousing development. Ownership and residency in the Oakcreek Community shall be limited to persons the age of fifty-five (55) and older. Any exceptions to this rule shall for a temporary basis and only after written approval by the Board of Directors.

c. Leasing of Units. The leasing of a Unit in Oakcreek Community shall be allowed under rules and conditions adopted by the Association. Such rules shall not be contradictory to or in contravention of this Declaration, Bylaws, and Association Rules. Tenants of a leased Unit shall be subject to all rules and conditions under this Declaration, Bylaws, and Association Rules. The Owners shall remain personally liable for all Assessments while the Unit is leased.

d. Business Activities. No business, trade, garage sale, moving sale, rummage sale, or similar activity. Except an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (ii) the business activity conforms to all zoning requirements for the Properties; (iii) the business activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Properties; (iv) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board; and (v) a garage sale, moving sale, rummage sale or similar activity may be allowed pursuant to approval of the Board of Directors or under Association Rules.

e. Signs. No signs whatsoever (including, but not limited to, commercial, political, and similar signs) shall be erected or maintained on any Unit, Common Area and Facilities, or Limited Common Area and Facilities except:

1. Signs as may be required by legal proceedings;
2. Any signs used or installed by Declarant or the Association;
3. Signs, the nature, number, and location of which have been approved in advance and in writing by the Association,
4. "For Sale" signs for the sale of the Unit on which said sign is placed.

f. Other Rules. Pursuant to Article 4.05 herein, The Association may adopt further Association Rules, and such each Unit and Owner shall be subject to such rules as if they were listed herein.

10.02 Regulation. The Association shall have the exclusive right to make, promulgate, supplement, amend, change, or revoke the Association Rules pertaining to all facilities within Oakcreek Community. All Owners shall abide by the Association Rules and shall be responsible for all acts of the Owner's invitees.

ARTICLE XI - GENERAL PROVISIONS

11.01 Enforcement. Any Owner, as well as the Association, shall have the right to enforce by any proceeding at law or in equity all conditions, covenants, reservations, liens, charges, and rules now or hereafter imposed by the provisions of this Declaration. Failure by any Owner or the Association to enforce any such restriction, condition, covenant, reservation, lien, charge, or rule now or hereafter contained in the Declaration shall in no event be deemed a waiver of the right to do so thereafter.

11.02 Severability. Every term and provision of this Declaration, and of the Certificate, By-Laws, Architectural and Design Rules and Association Rules referenced herein, is intended to be several. If any such term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of any other such terms and provisions.

11.03 Amendment. The covenants and restrictions of this Declaration shall run with and bind the Property and each Owner hereof and inure to the benefit of each Owner and the Association from and after the date this Declaration is recorded. The Owners of at least two-thirds (2/3rds) of the Units

may amend this Declaration at any time. Any such amendment to the Declaration must be recorded.

If such Amendments would result in a material adverse impact on mortgagees, then such Amendments must be agreed to by mortgagees that represent at least 51 percent of the votes of Units that are subject to mortgages. There shall be an implied approval to such amendments, when a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, provided such notice was delivered by certified or registered mail, with a "return receipt" requested.

11.04 Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Association or any Owner or Owners of Units within Oakcreek Community. However, any other provisions to the contrary notwithstanding, only the Association, the Board or the duly authorized agents of any of them, may enforce by self-help any of the provisions of this Declaration.

11.05 Violation of Law. Any violation of any state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation, or use of any property Oakcreek Community is hereby declared to be a violation of the Declaration and subject to any or all of the enforcement procedures set forth in said Declaration.

11.06 Remedies Cumulative. Each remedy provided by this Declaration is cumulative and not exclusive.

11.07 Delivery of Notices and Documents. Any written notice or other documents relating to or required by this Declaration may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered 48 hours after a copy of the same has been deposited in the Certified United States Mail, postage prepaid, addressed as follows:

If to the Association:	c/o the registered agent of OAKCREEK COMMUNITY HOMEOWNERS' ASSOCIATION, INC. 1806 N Husband St. Stillwater, OK 74075
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If to an Owner: Association	To the address last furnished by an Owner to the
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Provided, however, that any such address may be changed at any time by the party concerned by recording a written notice of change of address and delivering a copy thereof to the registered agent of the Association. Each Owner of a Unit shall file the correct mailing address of such Owner with the registered agent of the Association, and shall promptly notify the Association in writing of any subsequent change of address. If no address has been furnished to the

Association by an Owner, notice may be given an Owner by posting written notice on the Owner's Unit.

11.08 Right to Assign. The Declarant, upon prior written approval of any first mortgagee of Units owned by Declarant, by an appropriate instrument or instruments, may assign or convey to any person, persons or entity any or all of the rights, reservations, easements, powers of appointment and privileges herein reserved by it, and upon such assignment or conveyance being made, its assignees or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements, and privileges or any one or more of them at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

11.09 The Declaration. By becoming an Owner of a Unit, each Owner for himself, or itself, his heirs, personal representatives, successors, transferees, and assigns, becomes bound, accepts and agrees to all of the rights, powers, easements, provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed and granted by this Declaration and any amendments thereof. In addition, each such Owner, by so doing, thereby acknowledges that this Declaration sets forth a general plan for the improvement and development of Oakcreek Community and hereby evidences his interest that all rights, powers, easements, provisions, restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, successors and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various future owners of Units in Oakcreek Community.

11.10 Enumeration of Specifics. As used in this Declaration, the enumeration of items within a class shall not be deemed to limit the intended expression to those items only, but shall be broadly interpreted to effect the overall intent of this Declaration so that such expression shall include all things which might reasonably fall within such class of items so enumerated and similar or closely related classes, so long as such interpretation is beneficial to and in the furtherance of the purposes of this Declaration.

11.11 Descriptive Headings. Captions and headings contained in this Declaration are for convenience and reference purposes only, and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Declaration or of any portion hereof.

11.12 Oklahoma Law. The interpretation and enforcement of this Declaration shall be governed by the laws of the State of Oklahoma.

11.13 Termination of Project. If any action to terminate the legal status of the project, after substantial destruction or condemnation occurs or for other reasons, such action to terminate must be agreed to by mortgagees that

represent at least 51 percent of the votes of the Units that are subject to mortgages.

IN WITNESS WHEREOF, the undersigned, being the Declarant and the Lenders and Owner above designated have hereunto set their hands and seals this 8th day of October 2012.

Stillwater Senior Cohousing, LLC, an Oklahoma limited liability company

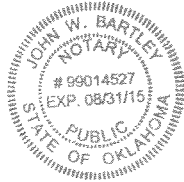
BY: *Pat Darlington*
Pat Darlington, Manager

BY: *K. Kay Stewart*
K. Kay Stewart, Manager

STATE OF OKLAHOMA)
)SS:
COUNTY OF PAYNE)

Before me, the undersigned, a Notary Public in and for said County and State, on this 8th day of October 2012, personally appeared Pat Darlington and K. Kay Stewart, Managers of Stillwater Senior Cohousing, LLC, an Oklahoma limited liability company, to me known to be the identical persons who subscribed the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

My Commission Expires:



John W. Bartley
Notary Public

**DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
AND
CREATION OF UNIT OWNERSHIP ESTATE
OF
OAKCREEK COMMUNITY**

ARTICLE I - DEFINITIONS

Amended January 24, 2016

The following words, when used in this Declaration or any Supplements and Attachments (unless the context shall so prohibit), shall have the following meanings:

- 1.01 Will now read as: "Community" shall mean OAKCREEK COMMUNITY HOMEOWNERS' ASSOCIATION, INC., an Oklahoma non-profit corporation, its successors and assigns.
- 1.02 Will now read as: "Community Agreements" shall mean the agreements adopted by the Community as they may be amended from time to time.
- 1.04 Will now read as: "Council of Owners" or "Council" shall mean the body composed of the 24 Owners of Oakcreek homes which is equivalent to the Board of Directors under Oklahoma corporate statutes.
- 1.06 Will now read as: "Bylaws" shall mean the Bylaws of the Community; as such Bylaws may be amended from time to time, and are a part of this Declaration, attached hereto as Exhibit "A".
- 1.10 Will now read as: "Condominium Documents" shall mean and includes this Declaration with all of its parts, Community Agreements, and Architectural and Design Requirements, all as amended from time to time.
- 1.14 Will now read as: "Architectural and Design Requirements" and shall mean architectural, design, development, and other guidelines, standards, controls, and procedures including, but not limited to, application and review procedures, adopted and administered, as they may be amended from time to time.

- 1.17 Will now read as: "Limited Common Area and Facilities" or "Limited Common Elements" are used herein interchangeably and shall mean those areas so designated in the Master Plan as Exhibit "C" attached hereto and incorporated herein by this reference, and related drawings, i.e. the front and back yards and porches of the Units.
- 1.21 Will now read as: "Unit Owner" or "Owner" shall mean the owner of record, whether one or more persons, of fee simple title or leasehold estate in and to any condominium Unit excluding, however, those persons having such interest merely as security for the performance of an obligation. There are 24 Owners.
- 1.25 "Consensus" shall mean that all Members present at a duly-held meeting have had the opportunity to express their opinion and objections (regardless of whether an actual opinion was expressed) and that a decision is reached to which all Members present have no objection that keeps them from supporting the decision.
- 1.26 "Coordinating Team" shall mean the Team comprised of the Community Chair, Secretary, Treasurer plus no less than three (3) or more than five (5) Members representing various Teams in the community. The primary responsibility of this team is to coordinate communication within the Community. Specific responsibilities will be determined by the Council of Owners.
- 1.27 "Member" shall mean a person of legal age who is a permanent resident (or maintains a primary address) in a Unit of Oakcreek Community and is expected to participate in community responsibilities and in one or more teams that performs functions for the Community.
- 1.28 "Teams" shall mean the groups created by and operating under the authority of the Council of Owners to handle the day to day operation of the Community. Each Team has responsibilities and a budget for its activities.

Amendment of Article I - Definitions

The undersigned, being all of the Officers of Oakcreek Community Homeowners' Association, Inc., do hereby certify the foregoing to be the Amendments to Article I of the Declaration of Protective Covenants and Restrictions and Creation of the Unit Ownership Estate of Oakcreek Community and by our signatures hereto, do hereby adopt the foregoing Amendments as of the 24th day of January, 2016.

Oakcreek Community Homeowners' Association, Inc.

BY: _____

Steve Tweedie, Chair

BY: _____

Ulrich Melcher, Secretary

BY: _____

John Wolfe, Treasurer

**BY-LAWS OF
OAKCREEK COMMUNITY HOMEOWNERS'
ASSOCIATION, INC.**

The Oakcreek Bylaws were amended on January 24, 2016.
We provide the amended Bylaws as a separate document.

UNIT Designation	SF	undivided interest Common Areas and Limited Common Areas
1A	702	4.166666667%
1B	1,001	4.166666667%
1C	1,100	4.166666667%
1D	1,190	4.166666667%
2A	702	4.166666667%
2B	1,001	4.166666667%
2C	1,100	4.166666667%
2D	1,190	4.166666667%
3A	702	4.166666667%
3B	1,001	4.166666667%
3C	1,100	4.166666667%
3D	1,190	4.166666667%
4A	702	4.166666667%
4B	1,001	4.166666667%
4C	1,100	4.166666667%
4D	1,190	4.166666667%
5A	702	4.166666667%
5B	1,001	4.166666667%
5C	1,100	4.166666667%
5D	1,190	4.166666667%
6A	702	4.166666667%
6B	1,001	4.166666667%
6C	1,100	4.166666667%
6D	1,190	4.166666667%
TOTAL	23,958	100.00%

EXHIBIT "C"

