

DECLARATION OF UNIT OWNERSHIP ESTATES

FOR
RIVERPARK PLACE

KNOW ALL MEN BY THESE PRESENTS, that RIVERPARK PLACE PROPERTIES, INC., an Oklahoma corporation, hereinafter designated as the "Declarant," does hereby make, publish and declare as follows:

That the Declarant is the owner of fee simple title in and to the following described land, together with all improvements thereon and appurtenances thereto belonging, situated in Tulsa County, Oklahoma, to-wit:

All of RIVERSHORE, a Resubdivision of Nix Subdivision and part of Unplatted Lot 7 of Section 11, Township 19 North, Range 12 East, City of Tulsa, Tulsa County, Oklahoma, according to the Recorded Plat thereof.

all of which, together with the buildings and improvements to be constructed thereon, are herein referred to as the "Property." The Declarant intends to construct multi-family dwellings on the above land and to create Unit Ownership Estates (hereinafter called "Condominiums") under the Oklahoma Unit Ownership Estate Act; and

That, the Declarant, by these presents, has caused the Property to be subdivided into twenty-eight (28) separate "Residential Units" and has caused each Unit to be assigned a Unit Designation; and

That, the Declarant, will sell and convey each Condominium upon its completion to separate owners subject to their respective rights in the Common Elements and otherwise subject to the protective covenants, conditions, restrictions, reservations, liens, easements, privileges, rights, and charges as hereinafter set forth.

THEREFORE, the Declarant hereby declares that the Property is submitted to the provisions of the Oklahoma Unit Ownership Estate Act as presently existing (O.S.A. Title 60, Chapter 11, Paragraphs 501 through 530, inclusive), hereinafter referred to as the "Act," and shall be held, sold, conveyed, and owned subject to this Declaration for the purpose of preserving the value, use and habitability of the Property. The terms of this Declaration shall be binding on all persons having or acquiring any right, title or interest in a Condominium or in the Property and shall inure to the benefit of each Condominium Owner. The Property and Condominiums created by this Declaration shall be known as the "RIVERPARK PLACE."

ARTICLE I

DEFINITIONS

Unless it is plainly evident from the context in which a term is used that a different meaning is intended, as used herein:

(a) "Association" means the Riverpark Place Owners Association, Inc., a non-profit corporation, organized under the laws of the State of Oklahoma for the purpose of administering the Property and the Condominiums;

(b) "Building" means one or more buildings or structures comprising a part of the Property;

(c) "Common Elements" means and includes the General Common Elements and Limited Common Elements and includes all physical improvements of the property except the interior space of the Units;

(d) "Common Expenses" means and includes the General Common Expenses and the Limited Common Expenses;

(e) "General Common Expenses" means and includes:

(1) Expenses of administration of the Common Elements and the maintenance, repair or replacement of the General Common Elements;

(2) Expenses agreed upon as common by all the Condominium Owners;

(3) Expenses declared as General Common Expenses by provisions of the Act or by this Declaration, or the Articles of Incorporation or By-Laws of the Association;

(4) General Common Expenses are shared by all Condominiums pro-rata according to their respective ownership interests.

(f) "Common Profits" means the balance of all income, rents, profits and revenues from the Common Elements and facilities remaining after the deduction of the Common Expenses;

(g) "Condominium" is the same as a Unit Ownership Estate, which consists of a Residential Unit together with its Ownership Interest in the Common Elements.

(h) "Condominium Owner" means a person who owns a Condominium.

(i) "Declaration" means this instrument, when duly recorded, by which the Property is submitted to the provisions of the Act. The Declaration may be amended from time to time;

(j) "General Common Elements" means and includes those elements specifically designated as general common elements and those elements of the Property necessary or convenient to its existence, maintenance and safety, and normally in common use, except those elements which are specifically designated as Limited Common Elements.

(k) "Limited Common Elements" means and includes those Common Elements which are to be reserved by the terms of this Declaration for the use of certain Units to the exclusion of the other Units;

(l) "Limited Common Expense" means an expense allocated to a single Condominium or among specified Condominiums to the exclusion of all other Condominiums.

(m) "Majority of Ownership Interests" means the owners of more than fifty percent (50%) of the aggregate interest in the Common Elements as established by this Declaration and as listed in Exhibit "B" hereto. Further, any specified percentage or proportion of Ownership Interests means such percentage or proportion of the aggregate of such undivided ownership.

(n) "Ownership Interest" means the proportionate undivided interest in the Common Elements which are appurtenant to a Condominium. The Ownership Interest for each Condominium is set out on Exhibit "B".

(o) "Person" means an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

(p) "Property" means and includes the land, the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto.

(q) "Recordation" means to file of record in the office of the County Clerk in Tulsa County, Oklahoma, in the manner provided by law for recordation of instruments affecting real estate.

(r) "Residential Unit" or "Unit" means an enclosed space, designed for residential use, contained within the perimeter or boundary walls, ceilings and floors as delineated by Exhibit "A". Each Unit includes outside windows and boundary doors, all interior surfaces of the boundary walls, ceilings, and floors (i.e. wallpaper, tile, carpet, paint, and finishing materials). Also included as part of a Unit are the appliances, fixtures, and equipment contained within the Unit's space (including the heating and air-conditioning compressor and fan coil heat exchanger unit). Also included is a garage large enough to park one vehicle, and the balcony, patio, or terrace adjacent to such Unit as shown in Exhibit "A". All utility services within the Unit's space shall be part of such Unit to the point of termination, which shall be at the surface of the Unit's boundary walls, ceilings and floors.

(s) "Unit Ownership Estate" means the estate consisting of a single Unit in a multi-unit building together with an undivided interest in the Common Elements.

ARTICLE II

DESCRIPTION OF IMPROVEMENTS

2.1 The improvements constructed on the Property consist of seven (7), two story buildings of frame and brick veneer construction, garages and parking areas. Each building contains four townhouse type Units. Each Unit has two bedrooms, a kitchen, combination living and dining area, two bathrooms, space and hookups for washer and dryer, and a single car garage. There is outdoor parking for forty-two (42) cars, making total parking for seventy (70) cars including garages.

2.2 The Declarant intends to complete all the improvements shown on the Exhibit "A" plat within a period of one (1) year from the date of this Declaration. Notwithstanding the foregoing, Declarant shall not be responsible in law or equity to any purchaser or encumbrancer of any Condominium for failure to complete said improvements within such period where such failure is due to strikes, war, insurrection, unavailability of materials or labor, or financing, Acts of God or any other cause beyond Declarant's reasonable control.

ARTICLE III

CONDOMINIUM OWNERSHIP

3.1 Independent Use and Fee Simple Ownership. Each Condominium shall be conveyed as separate real property capable of independent use and fee simple ownership. The owner of each Condominium shall own, as a part thereof, an undivided interest as listed in Exhibit "B" hereto in and to all Common Elements.

3.2 Condominium Defined. Each Condominium consists of that area which is contained within the outer boundaries as shown on Exhibit "A" attached hereto. The undivided interest which is appurtenant to each Condominium shall not be separated from such Condominium. The space within each Residential Unit shall not be further subdivided into more than one unit.

3.3 Waiver of Right to Partition. The Declarant and each subsequent owner of any interest in a Condominium, by acceptance of a conveyance or any instrument transferring an interest, waives the right of partition of any interest in the Property as a whole, or its Common Elements, except that the partition of an individual Condominium may be obtained provided in such event the Condominium shall be sold and not distributed in kind.

3.4 Perpetual Easement for Ingress and Egress. All Condominium Owners shall have as an appurtenance to their Condominiums a perpetual easement for ingress to and egress from their Units over driveways, walks and other Common Elements, and from and to the public streets bounding the Property, and a perpetual right or easement in common with all Condominium Owners to the use and enjoyment of all General Common Elements.

ARTICLE IV

COMMON ELEMENTS

4.1 Common Elements Defined. Common Elements means and includes all physical improvements of the Property except the space contained within the Units, which space includes the surface of the boundary walls and the surface of the ceiling of the second story and the surface of the slab floor of the first story of the Units. The interiors of said Unit boundary walls and of the second story ceilings and first story slab floors are Common Elements.

4.2 General Common Elements Described. General Common Elements means and includes:

- (a) The land, in fee simple on which the Buildings stand and improvements thereon except any portion thereof included in a Unit or specifically designated as being a Limited Common Element;
- (b) The foundations, columns, supports, main walls, roofs, Unit boundary walls, (excepting the surface thereof);
- (c) Installations of central services including but not limited to water, power, electricity and natural gas;
- (d) All apparatus and installations existing for common use or for the Common Elements;
- (e) All personal property held and maintained for the joint use and enjoyment of all Condominium Owners;
- (f) All personal property and/or interests in real property where title is held by the Association shall be General Common Elements;
- (g) All outdoor parking spaces not designated as Limited Common Elements in Paragraph 4.3 below, shall be for the common use of all Condominiums subject to the control of the Board as to such use. No such parking space shall be used by anyone other than occupants of Condominiums or their guests while present on the Property;
- (h) All other elements of the Property necessary or convenient to its existence, maintenance and safety, and normally in common use except those specifically designated as Limited Common Elements.

4.3 Limited Common Elements Described. Limited Common Elements means and includes those Common Elements which are to be reserved to the use of certain Units to the exclusion of the other Units as follows:

- (a) The specific outdoor parking space designated to each Residential Condominium as shown on Exhibit "A" hereto shall be a Limited Common Element for the exclusive use of the Residential Condominium to which the space is adjacent. Each Unit shall have the exclusive use of at least one outdoor parking space. No parking spaces shall be used by anyone other than occupants of Condominiums or their guests while present on the Property.

ARTICLE V
ADMINISTRATION OF UNIT
OWNERSHIP ESTATES

5.1 The Association. The operation and management of the Condominiums shall be administered by Riverpark Place Owners Association, Inc., an Oklahoma non-profit corporation (the "Association").

5.2 Powers of Association. The Association shall have all of the powers and duties incident to the operation of the Condominiums as set forth in this Declaration, the Association's By-Laws and Articles of Incorporation, as well as all of the powers and duties set forth in the Oklahoma Unit Ownership Estate Act for the "counsel of unit owners" where such powers are not in conflict with or limited by this Declaration and said By-Laws and Articles. True and correct copies of the Articles of Incorporation and the By-Laws of said Association are attached hereto and incorporated herein in full, and marked Exhibit "C" and Exhibit "D", respectively.

5.3 Liability of Officers. In discharging their duties and responsibilities, the Board and the officers of the Association act on behalf of and as representatives of the Association, which acts in the interest of the Condominium Owners. No Condominium Owner acting in any such capacity shall be individually or personally liable or obligated for the good faith performance or failure of performance of such duties.

ARTICLE VI
EFFECT OF DECLARATION

The provisions of this Declaration shall be applicable, effective and binding upon Recordation.

ARTICLE VII
MEMBERSHIP AND VOTING RIGHTS

7.1 Record Owners Are Members. All Condominium Owners, which ownership is evidenced by recordation of a proper instrument on the public records of Tulsa County, Oklahoma, including Declarant, shall automatically be members in the Association and their memberships shall automatically terminate when they no longer own such interests.

7.2 Condominium's Vote. Each Condominium shall be allotted a vote to be cast by each respective Condominium Owner as a member of the Association in the governing of the affairs of the Property. The vote of each such Condominium shall be equivalent to its Ownership Interest. Except as specifically otherwise provided in the Association's Articles of Incorporation, the By-Laws or in this Declaration, the affairs of the Association shall be governed by a majority vote of Ownership Interests present at any duly authorized meeting of the members, provided a quorum is present.

7.3 Association Controlled by the Board. All the affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association, who (except for the initial Board) shall be elected by the Condominium Owners entitled to vote. A Director need not be a Condominium Owner.

ARTICLE VIII
COMMON EXPENSES, ASSESSMENTS,
COLLECTION LIEN, ENFORCEMENT
LIMITATIONS

8.1 Annual Budget. The Board shall approve an annual budget (in the form of a pro-forma operating statement) in advance for each fiscal year and the budget shall project anticipated income, Common Profits and estimated Common Expenses in sufficient detail to show separate estimates for insurance as set forth in Article IX herein. In determining such Common Expenses, the Board shall provide for an operating reserve fund for Capital expenses for those Common Elements which must be repaired or replaced on a periodic basis. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any calendar year for which the budget has been projected.

8.2 Monthly Payment of Annual Assessment. The Association shall assess the annual budgeted sum (the "annual or regular assessment") by delivering or mailing notice thereof to the Condominium Owner designated on the books of the Association as the voting member representing each Condominium at such Condominium Owner's most recent address as shown by the books and records of the Association. One-twelfth (1/12) of the annual assessment shall be due and payable in advance to the Association on the first day of each month, except that payments in advance for more than one-twelfth (1/12) will be accepted.

8.3 Special Assessments. Special assessments may be made by the Board from time to time to meet other needs or requirements of the Association in the operation and management of the Condominium (other than additions, alterations and capital improvements to the Property) and to provide for emergencies, repairs, or replacements, and infrequently recurring items of maintenance. However, special assessments which are to finance any activity not connected with an actual operation, managerial or maintenance expense of the Property shall not be levied without the prior approval of a Majority of Ownership Interests. Special assessments for additions, alterations or capital improvements, the cost of which exceeds ten percent (10%) of the aggregate annual budget shall not be levied without the prior approval of two-thirds (2/3) of the Ownership Interests.

8.4 Liability Cannot Be Avoided. The liability for any assessment or portion thereof may not be avoided by a Condominium Owner or waived by reason of such Condominium Owner's waiver of the use and enjoyment of any of the Common Elements or by his abandonment of his Unit.

8.5 Personal Liability for Assessment, Enforcement Expenses. The Condominium Owners of record shall be personally liable to the Association for the payment of all assessments, regular or special, made by the Association and for all costs of collection of delinquent assessments including attorney's fees. An individual Condominium Owner may be assessed for expenses of collection. Expenses incurred by the Association as a result of the violation of the rules, By-Laws, Articles of the Association or of this Declaration by the Condominium Owner or his tenants or guests may be assessed against such Condominium Owner and/or tenant.

8.6 Interest on Unpaid Assessments. Assessments that remain unpaid for over thirty (30) days after due date shall bear interest at the maximum legal rate until paid.

8.7 Lien for Unpaid Assessments. The Association shall have a lien on each Condominium for any unpaid assessment and interest and collection costs (including attorney's fees) thereon which have been assessed against the Condominium Owner. The said lien shall be effective from and after the date on which such assessment becomes due. Such lien on such Unit shall be prior to all other liens except the following:

(a) Assessments, liens and charges for taxes past due and unpaid on the unit;

(b) Judgments entered in a Court of Record prior to the date such Common Expense assessment becomes due;

(c) Mortgages or other such encumbrances duly recorded prior to the date such assessment becomes due;

(d) Mechanics' and materialmen's liens arising from labor performed or material furnished upon a unit prior to the date such assessment becomes due; and

(e) Mechanics' and materialmen's liens for labor performed or material furnished upon the Common Elements to the extent of the proportionate part thereof which to the Unit Owners constitutes an assessable charge for common expenses, satisfaction of which shall discharge the assessment to the extent of the payment made.

In the event assessments against a Condominium are not paid within sixty (60) days after their due date, the Association shall have the right to foreclose its lien for such assessments. The Board may take such action as it deems necessary to collect assessments by personal actions or by enforcing and foreclosing said lien and may settle and compromise the same if in the best interests of the Association. The delinquent Condominium Owner shall pay all costs, including reasonable attorney's fees, for filing any action or suit enforcing and foreclosing a lien, and the lien shall be deemed to cover and secure such costs and fees. The Association shall be entitled to bid at any sale pursuant to a suit to foreclose an assessment lien and to apply as credit against said bid all sums due the Association which are covered by the lien enforced. During the period of any foreclosure proceeding the owner of the Condominium being foreclosed shall be required to pay to the Association the monthly assessment for the Condominium and shall be required to pay a reasonable rental value of such Condominium, and the Association shall be entitled to the appointment of a receiver to collect same.

8.8 First Mortgagee in Foreclosure Not Liable for Past Due Assessments. The holder of a first mortgage acquiring title to a Condominium by foreclosure of its mortgage or by acceptance of a voluntary conveyance in lieu thereof, or a purchaser at judicial sale resulting from the foreclosure of a first mortgage, and its successors and assigns shall acquire title free and clear of all delinquent assessments of such Condominium. Provided, however, nothing herein shall be construed to abridge the rights of the Association to foreclose its lien as provided by the Act. This provision shall not allow the new Condominium Owner to avoid his proportionate share of any special assessment which may be made on all Condominiums after the new Condominium Owner's acquisition of title and which is made as a result of such delinquent assessments.

8.9 Purchasers' Joint Liability for Past Due Assessments; Estoppel Letter of Association. Except as provided in Paragraph 8.8, above, any Person who acquires an Ownership Interest in a Condominium shall be personally liable, and jointly and

severally liable with the grantor, for all unpaid assessments up to the time of the transfer of ownership. Provided, however, that any Person purchasing or encumbering a Condominium shall have the right to rely upon any statement made in writing by an officer of the Association regarding assessments which have already been made and which are due and payable to the Association, and the Association and the Condominium Owners shall be bound thereby and estopped from making any claims either against such Purchaser or Encumbrancer or against the Condominium.

8.10 Declarant's Assessment Reduced. Notwithstanding any provisions to the contrary contained herein, Declarant shall not be required to pay any portion of any assessment on any Condominium Unit of a Building which has not been completed, to the point where one of its Units is in a ready for sale and occupancy condition. However, should sufficient income not be available to the Association on a monthly basis to meet its monthly expenses, then Declarant shall be required to supplement such income in order for the Association to break even.

8.11 Commencement of Regular Assessments. The regular assessments shall commence as to all Condominiums on the first day of the calendar month following the month in which the first sale of a Condominium occurs transferring title from Declarant to an owner occupant.

ARTICLE IX INSURANCE

9.1 Power of Attorney to Procure Insurance. Each Condominium Owner upon acceptance or acquisition of title to such Condominium thereby irrevocably constitutes and appoints the Association his true and lawful attorney in fact to select, procure, place, maintain and manage all forms of insurance hereinafter required to be provided. This provision, however, shall not prevent a Condominium Owner from securing additional separate insurance as it may desire.

9.2 No Insurance on Personal Property. Unless the Board of Directors elects to obtain a blanket personal property or contents policy for the Condominium Owners, no such policy shall be required to be administered by the Association, except with regard to the personal property of the Association.

9.3 Insurance to Be Procured. The Association shall procure insurance for the benefit of the Association and the Condominium Owners and their mortgagees as their interests may appear, specifically including, but not limited to, fire and extended coverage upon the Buildings comprising the completed Condominiums and personal property owned by the Association in amounts equal to the maximum replacement value thereof, general comprehensive liability insurance, fidelity bond covering officers and employees, and employees of any manager or managing agent, directors' indemnity insurance for members of the Board of the Association and workmen's compensation as required by law. All such policies of insurance must be issued by a responsible insurance company or companies licensed and authorized to do business in Oklahoma, the premium rates not to exceed the standard rates established by the Oklahoma State Insurance Commission. All such insurance policies must be issued in blanket policy form, naming the Association as the Insured, together with the individual Condominium Owners (who need not be specifically listed by name). The Declarant shall maintain fire and extended coverage for all Buildings under construction, and for the Units within said Buildings and shall maintain such other coverage as may be appropriate for Units under construction.

9.4 Mortgagee Endorsements. Provisions shall be made for the issuance of a certificate of mortgage endorsement to the mortgagee of each Condominium Owner, if requested.

9.5 Insurance Cost a Common Expense. Premiums on insurance policies purchased by the Association shall be paid by the Association as a General Common Expense.

ARTICLE X
RESPONSIBILITY FOR
MAINTENANCE AND REPAIRS

10.1 Condominium Owner. Each Condominium Owner shall bear the cost of and be responsible for the maintenance, repair and replacement, as the case may be, of doors, glass doors, and windows enclosing his Condominium and of all electrical and plumbing fixtures, kitchen and bathroom fixtures, and all other appliances or equipment, including heating and air-conditioning compressors and fan coil units, any pipes, wire or other fixtures and their connections required to provide water, light power, telephone, sewage and sanitary service to his Condominium and which may now or hereafter be affixed and contained within the space of his Condominium. All such items shall be owned by the Condominium Owner and the repair and replacement of these items will be the responsibility of each Condominium Owner. Also the Condominium Owner is responsible for the interior surfaces of boundary walls, boundary ceilings and boundary floor and of all interior walls. Each Condominium Owner shall maintain and keep his Condominium maintained and in good repair as a first class Condominium project and shall not allow the deterioration of his Unit which may adversely affect the values of other Condominiums.

10.2 The Association. The Association, as a Common Expense, shall be responsible for the maintenance, repair and replacement of all the Common Elements, including those portions thereof which contribute to the support of the Buildings, and all conduits, plumbing, wiring and other facilities located in the Common Elements, for the furnishing of utility services to the Condominiums. Painting and maintenance of the roof and other exterior portions of said Buildings (except windows, doors and glass doors) shall also be the Association's responsibility. Should any damage be caused to any Condominium by reason of any work which may be caused to be done by the Association in the maintenance, repair or replacement of the Common Elements, the Association shall bear the expense of repairing such damage as a General Common Expense.

10.3 The Declarant. Notwithstanding the other provisions of this Article X, the Declarant shall be responsible for the maintenance, repair and neatness of all Common Elements under active construction, including land areas, parking areas, yards, walks, and Buildings. Declarant shall also be responsible for the maintenance and repair of the Units under construction.

10.4 Enforcement in Court of Equity. In the event a Condominium Owner fails to maintain his Condominium as required herein or makes any structural addition or alteration without the required written consent of the Board, the Association shall have the right to proceed in a court of equity to seek compliance with the provisions hereof.

ARTICLE XI

RECIPROCAL EASEMENTS, ENCROACHMENTS

11.1 Reciprocal Easements for Repairs. Each Condominium Owner hereby grants easements to other Condominium Owners to enter into each Condominium or to utility companies to enter into each Condominium to repair or replace or improve the plumbing, heating and electrical systems located thereon which are accessible only thereon, subject to the limitations on entry into any Condominium set forth in Paragraph 11.2, below, and any damages shall be repaired at the cost of the entering Condominium Owner.

11.2 Easements to Association for Repairs. Each Condominium Owner hereby grants easements to the Association to enter into each Condominium, or to utility companies to enter into each Condominium to repair or replace or improve the plumbing, and electrical systems contained in the Common Elements, or for any purpose reasonably related to the performance by the Association of its responsibilities under this Declaration. The Association's agents or employees shall have the right, after reasonable notice to the Condominium Owner, to enter his Condominium, or Limited Common Element or any General Common Element accessible from each Condominium, at reasonable hours; provided, however, except during an emergency, there shall be no entry into a Condominium without the Condominium Owner's consent, which consent shall not be unreasonably withheld. Any entry into a Condominium shall be made with as little inconvenience to the Condominium Owner as possible and any damage caused shall be repaired at the cost of the Association (except where such entry was to satisfy an emergency relating to the Unit entered).

11.3 Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any encroachment shall hereafter occur as the result of settling of the building, or alteration to the Common Elements made pursuant to the provisions herein, or as the result of repair and restoration, a valid easement shall exist for the continuance of such encroachment for so long as the same shall exist.

ARTICLE XII

USE RESTRICTIONS AND REGULATIONS

12.1 Residential Condominiums Use. Each Residential Condominium is hereby restricted to family residential use by the Condominium Owner thereof, and his immediate family, with normal use of guests, invitees and tenants.

12.2 Residential Occupancy Limitations. Each two bedroom Residential Condominium may be regularly occupied by no more than three (3) individuals.

12.3 Leasing. Tenancies of no less than six (6) months shall be granted by a Condominium Owner and shall be by written lease, a copy of which shall be delivered to the Secretary of the Association, and which shall state that a violation of the restrictions of the Declaration and By-Laws or of the rules promulgated thereunder shall be a breach of the lease allowing such lease to be terminated by the Condominium Owner or the Association. By occupying a Condominium, all tenants acknowledge the validity of the Declaration, the By-Laws, and the Articles of Incorporation of the Association and agree to be bound by their provisions in the same fashion as if such tenants were Condominium Owners. No rooms within a Condominium may be rented and no transient tenant may be accommodated. No lease of a

Condominium shall release or discharge the Condominium Owner thereof from compliance with this Article XII or any of his other duties as a Condominium Owner. No tenancy shall be valid unless it conforms to this Paragraph 12.3. All tenancies in violation of this paragraph may be terminated by the Association in the same fashion as an owner may terminate a month-to-month tenancy in accordance with the Oklahoma Residential Landlord and Tenant Act. The leasing of Condominiums may be further restricted by provisions in the By-Laws. The other provisions of this subparagraph notwithstanding, nothing herein shall be construed to prohibit the granting of a lease of lesser term by the Declarant or by a first mortgagee in possession or by the Association during foreclosure proceedings.

12.4 Nuisances, Trash Prohibited. No nuisances (including, without limitation, the emitting of noise, odors or electrical disturbances from a Condominium) shall be allowed to be committed or maintained upon the Property, or within a Condominium, nor any use or practice that is the source of annoyance to residents of the Residential Condominiums or which interfere with the peaceful possession and proper use of the Property. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Condominium Owner shall permit any use of his Condominium or make use of the Common Elements that will increase the cost of insurance upon the Property.

12.5 Offensive Uses Prohibited. No immoral, improper or offensive use shall be made of the Property nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Condominiums shall be observed.

12.6 Pets Restricted. No more than one (1) usual and primary household pet may be kept in any Condominium without prior written consent of the Board. The By-Laws may further restrict or prohibit the keeping of such pets on the Property. Pets shall not be allowed on the Common Elements except as permitted by the rules made by the Board. All pets shall be personally and continuously accompanied and kept on a leash when outside of the Condominium and while on the Property. Notwithstanding the privileges granted or restricted by this paragraph, the Board may require the removal from the Property of any or all pets considered by the Board to be exotic, frightening to other owners, vicious, dangerous or which may constitute a nuisance. Upon a vote of a majority of the Ownership Interests, pets may be prohibited from the project entirely, provided such prohibition contains a "Grandfather Clause" for existing permitted pets.

12.7 Regulation. Reasonable regulations concerning the use of the Property may be made and amended from time to time by the Board of Directors of the Association.

12.8 Association May Inspect. Upon reasonable notice to the Condominium Owner, the Board or the agent and employees of the Association may enter any Condominium for the purpose of inspection of the Condominium or the Common Elements to determine the necessity for repair or maintenance or to determine compliance with these restrictions, reservations, covenants, conditions and easements, and the By-Laws of the Association.

12.9 Signs Prohibited. No sign, poster, writing, symbol, advertisement or notice of any type shall be shown on the Common Elements or on the exterior of any Condominium without the written permission of the Board and no exterior antennas and arials shall be erected except as provided under uniform regulations promulgated by the Association.

12.10 Use of Common Elements. A Condominium Owner shall not place or cause to be placed in the Common Element areas or Limited Common Element areas any furniture, packages, objects or things of any kind, except that terraces, patios or balconies may contain usual outdoor patio furniture. Such areas shall be used for no other purpose than for the normal use for which they are intended.

12.11 Attachments to Buildings. It is prohibited to hang or attach any garments, rugs, or thing from the windows or on any of the terraces, or from any of the facades of any Building, or to any Building, or to install appliances in the windows or on the terraces, or from the facades of any Building, or to attach any item to any Building which would detract from the general appearance of the Property.

12.12 Limited Use of Parking Spaces. No parking space may be used for any purpose other than parking passenger automobiles or pick-up trucks of one-half ton or less, which are in operating condition and which are in a condition so as not to detract from the appearance of the Property as a first-class condominium complex. No other vehicles or objects, including, but not limited to, trucks of greater than 1/2 ton, motorcycles, trailers, campers, boats, motor homes or similar vehicles, may be parked or placed upon any portion of the Property unless permitted under rules promulgated by the Board. No parking space shall be used by any person other than an occupant of a Condominium who is an actual resident or by a guest or visitor and by such guest or visitor only when such guest or visitor is, in fact, visiting and upon the premises.

12.13 Declarant's Rights to Sell Units. Until the Declarant has closed all of the sales of Condominiums, neither the other Condominium Owners nor the Association shall interfere with the sale of such Condominiums.

ARTICLE XIII

LIMITATIONS UPON RIGHT OF CONDOMINIUM OWNER TO MAKE ALTERATIONS

13.1 General. No Condominium Owner (without prior approval of the Board) shall cause any improvements or changes to be made on or to the exterior of the Buildings or to the terraces, including painting or other decoration, the installation of awnings, shutters, electric wiring and other things which might protrude through or be attached to the walls of the Buildings. In giving approval for any such alterations, the Board may impose any requirements or restrictions which it deems appropriate.

13.2 Joinder of Two Condominiums. A Condominium Owner who owns two Condominiums in a building, which Units are adjacent, is hereby granted an easement in the Common Element wall separating the two Condominiums for purposes of constructing ingress and egress between the two Condominiums except where such wall is a firewall. Provided, however, that such Common Element wall and its contents shall become the responsibility of such Condominium Owner for all purposes in the same manner as provided herein for walls within a Condominium; and further provided that any such construction shall be prohibited if it shall enhance the rate of deterioration of the structure or shall be prohibited by governmental authority or where the Board, upon the recommendation of its advisors pursuant to Section 13.3 hereof, deems such modifications to be unsafe or deleterious to the structural integrity of the building.

13.3 Approval of Plans by Board. All proposed plans for construction must be approved by the Board, and the Board may impose any reasonable requirement upon the Condominium Owner including without limitation the posting of a performance

bond and may obtain such legal opinions or advice, architectural, engineering or other technical reports and studies at the expense of the Condominium Owner, as may be reasonable under the circumstances to assure the Board of the continued safety and structural integrity of the Building.

ARTICLE XIV
ADDITIONS, ALTERATIONS OR IMPROVEMENTS
BY THE ASSOCIATION;
LIMITATION UPON LIABILITY OF THE ASSOCIATION

14.1 General. When the Board of Directors shall determine that additions, alterations or capital improvements in excess of the usual budgeted items of maintenance or replacement are required, and the making of such additions, alterations or improvements has been approved by the appropriate proportion of the Ownership Interests, then the Board shall proceed with such additions, alterations or improvements and, unless financed through borrowing by the Association, shall specially assess all Condominium Owners for the cost thereof as a Common Expense. Any such special assessment may, if so directed by the Board, be made in installments.

14.2 Latent Defects, Association Not Liable. The Association shall not be liable for injury or damage to the Property of a Condominium Owner caused by any latent condition of the Property, notwithstanding the Association's duty to repair and maintain the Common Elements and Limited Common Elements.

ARTICLE XV
AMENDMENT OF DECLARATION

15.1 Amendment. These restrictions, reservations, covenants, conditions and easements may be modified or amended in a manner not in conflict with the Oklahoma Unit Ownership Estate Act by Recordation of such modification or amendment signed by Condominium Owners having seventy-five percent (75%) of the Ownership Interests. Such modification or amendment shall be first adopted by the Board and recommended to the Condominium Owners and then submitted to a vote of the Condominium Owners in accordance with the By-Laws and Articles of Incorporation of the Association. Provided that no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved in favor of any first mortgagee or in favor of the Declarant without the consent of one hundred percent (100%) of the holders of first mortgages or of the Declarant as the case may be. The public may rely on the affidavit of the President of the Association, duly Recorded, for purposes of determining whether the persons consenting to such a modification or amendment are, in fact, Owners or Mortgagees.

15.2 Separability of Provisions. Invalidation of any one or more of these restrictions, reservations, covenants, conditions and easements or any provision contained in this Declaration or in a conveyance of a Condominium by the Declarant by a judgment, court order or law, shall not affect any of the other provisions which shall remain in full force and effect.

15.3 Perpetuities. In the event that any court should hereafter determine that any provision, as originally drafted herein, violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, the measuring life shall be that of the youngest incorporator of the Association.

15.4 Binding Effect. These restrictions, reservations, covenants, conditions and easements shall be binding upon and inure to the benefit of all Condominium Owners and their grantees, heirs, devisees, personal representatives, successors and assigns, and all parties claiming by, through or under them.

ARTICLE XVI
TERMINATION OF UNIT
OWNERSHIP ESTATES

16.1 Obsolete Property. Ninety percent (90%) of the Condominium Owners computed on the basis set forth in Article I (m) hereof, may agree that the Property is obsolete in whole or in part and whether or not the same shall be renewed and restored or the Property sold and the proceeds of sale distributed. Provided that in either such event the consent of all the holders of first mortgages must first be obtained. If such agreement and consent provides for the renewal or restoration of the Property, then the expense thereof shall be payable by all the unit owners as a common expense. However, if such agreement and consent provides for the Property to be sold, then the Property shall be subject to partition at the suit of any Condominium Owner, in which event the proceeds of sale shall be divided among all Condominium Owners according to their Ownership Interests after first applying such shares to the payment of all liens on the respective Condominium of each Condominium Owner.

16.2 Repair of Damage Due to Casualty or Eminent Domain. Except as hereinafter provided, damage to or destruction of the Buildings due to casualty or taking by Eminent Domain shall be promptly repaired and restored by the Association, using the proceeds of insurance on the Buildings for that purpose or using the compensation to the Association for the taking by Eminent Domain, as the case may be. Provided, that any compensation to a Condominium Owner resulting from a taking under Eminent Domain shall first be applied to the payment of all liens on the Condominium of each Condominium Owner. If there is substantially total destruction or taking of the Property, or if seventy-five percent (75%) of the Condominium Owners computed on the basis set forth in Article I (m) hereof and all of the holders of first mortgages agree not to proceed with repair or restoration, then the Property shall be subject to partition at the suit of any Condominium Owner, in which event the net proceeds of sale, together with the net proceeds of insurance, shall be divided among the Condominium Owners according to their Ownership Interests, after first applying such sums to the payment of all liens on the respective Condominium of each Condominium Owner.

16.3 Application of Proceeds of Insurance or Condemnation. Nothing herein shall be construed to abridge the contractual right, if any, of the holder of a first mortgage on any Condominium to require the application of any casualty insurance policy (in the event the mortgaged Property is not to be restored), or the proceeds of any condemnation proceedings, first to the reduction of such mortgage before such proceeds are delivered to the owner of the mortgaged premises.

ARTICLE XVII
ASSOCIATION TO MAINTAIN REGISTER
OF OWNERS AND MORTGAGEES,
BOOKS OF THE ASSOCIATION

The Association shall at all times maintain a register setting forth the names of all Condominium Owners and any purchaser or transferee of a Condominium shall notify the Association of his interest in such Condominium. Condominium Owners shall be required to notify the Association of the name of any party holding a mortgage upon any Condominium, and any release thereof, and the name of all lessees, together with a copy of such lease, and of any release or expiration thereof in order that the Association may keep an up-to-date record thereof.

ARTICLE XVIII
REAL PROPERTY TAXES DURING
INITIAL YEAR

Should real and personal property taxes be assessed against the Property as a whole in the initial year, same shall be paid by the Association which shall in turn assess each Condominium Owner according to his Ownership Interest for his proportionate share of such taxes as reimbursement to the Association, until such time as the Condominiums are separately assessed. This provision shall not be construed to relieve any Condominium Owner of his principal liability to pay such tax or to prohibit any mortgagee of a Condominium from collecting taxes in advance as impounds, provided such mortgagee shall reimburse the Association for its allocated share of said taxes.

ARTICLE XIX
RESPONSIBILITY OF CONDOMINIUM OWNERS

19.1 Personal Liability for Violations. Each Condominium Owner shall be governed by and shall comply with the provisions of this Declaration as well as the By-Laws and Articles of Incorporation of the Association and the rules and regulations promulgated by the Board of Directors. Each Condominium Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his act, neglect or carelessness, or by that of any member of his family, or his or her guests, employees, agents or lessees (but only to the extent that such expense is not met by the proceeds of insurance carried by the Association), which expense shall be assessable to such Condominium Owner by the Association. Such liability assessable to such Condominium Owner shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of such Owner's Condominium. Nothing herein contained, however, shall be construed so as to modify any waiver of rights of subrogation by insurance companies.

19.2 Liability for Costs. Failure to comply with the terms of this Declaration or the By-Laws of the Association shall be grounds for an action to recover damages and/or injunctive relief or both, maintainable by the Association or in the proper case, by the Condominium Owner. In any successful action brought against a Condominium

Owner by the Association (or in the proper case by a Condominium Owner) for damages or injunctive relief due to such Condominium Owner's failure to comply with the provisions of this Declaration or By-Laws of the Association, the prevailing party shall be entitled to court costs, reasonable attorney's fees and expenses incurred by it in connection with the prosecution of such action.

ARTICLE XX

RESERVATION OF DECLARANT

20.1 General. Notwithstanding the other provisions of this Declaration which may restrict the use of the Common Elements or of a Condominium, or which may restrict the amendment of the Declaration, the Declarant shall have the rights as enumerated in this article for a period of three (3) years after the date on which seventy percent (70%) of all Condominiums have been sold and closed to their first owner occupant purchasers, or for so long as Declarant owns a Condominium, whichever is earlier.

20.2 Sell Mortgage and Lease. For such period Declarant reserves the unrestricted right to sell, assign, mortgage, rent, or lease (for any term and without written lease) any Condominium which it continues to own after the Recordation or filing of this Declaration and to post signs, banners, flags, decorations or other things on the Property advertising said Condominiums for sale, lease or rent.

20.3 Construction of Buildings, Units and Common Elements. For such period, Declarant reserves an easement over all Common Elements for the purpose of access, ingress, egress, and materials' storage, as such may be necessary or convenient to Declarant in its activities related to the construction of Buildings, Units and Common Elements.

20.4 Physical Changes; Amend Declaration. For such period, Declarant reserves the right to change the locations of Buildings not yet constructed, change the interior design and arrangements of all Condominiums and to alter the boundaries between Condominiums and to change the size or price thereof so long as Declarant owns the Condominiums so altered. Provided that no such change shall increase the number of Residential Condominiums or change their Ownership Interests in the Common Elements, or alter the boundaries of the Common Elements.

An amendment of this Declaration reflecting any of the aforesaid alterations of Condominium plans by the Declarant need be signed and acknowledged only by the Declarant and need not be approved by the Condominium Owners or mortgagees.

20.5 Grant Easements. For such period, the Declarant expressly reserves the right to grant to the City of Tulsa, Oklahoma, or any public utility company, easements to facilitate the construction of additional utility services to serve all or any portion of the Property. The granting of such additional utility easements by the Declarant shall not require the amendment of this Declaration or the consent of any Condominium Owners or their mortgagees so long as such easements do not encroach upon the Units of any such Condominium Owners.

20.6 Sales Efforts, Sales Office. For such period, neither the use of the Property nor any Condominium Owner, board of administrators or officers of the Association shall interfere with the construction activities of the Declarant or with

the completion of the contemplated improvements and the sale of the Condominiums by Declarant. Declarant may make such use of the unsold units and Common Elements as may facilitate such construction activities, and such completion and sale, including but not limited to, the storage of materials, maintenance of offices, the showing of the Property, the holding of meetings or conferences in the clubrooms for business purposes, and the use of unassigned parking spaces.

20.7 Amendments by Declarant. So long as Declarant owns title to all Condominiums, Declarant may amend or modify any provisions of the Declaration or By-Laws as permitted by the Unit Ownership Estate Act.

ARTICLE XXI GENERAL PROVISIONS

21.1 No Waiver. The failure of the Association, a Condominium Owner or a mortgagee to enforce any right, provision, covenant, or condition which may be granted herein, or in the By-Laws and Articles of Incorporation of the Association, or the failure to insist upon the compliance with same, shall not constitute a waiver by the Association, such Condominium Owner or mortgagee, to enforce such right, provision, covenant, or condition, or insist upon the compliance with same in the future.

21.2 Validity of Liens and Mortgages Not Affected. No breach of any of the provisions contained herein shall defeat or adversely affect the lien of any mortgagee at any time made in good faith and for a valuable consideration upon said Property, or any part thereof, and made by a bank, savings and loan association, or insurance company authorized to transact business in the State of Oklahoma and engaged in the business of making loans constituting a first lien upon real Property, but the rights and remedies herein granted to the Declarant, the Association, and the Owner or Owners of any part of the Condominiums may be enforced against the owner of the portion of said Property subject to such mortgage, notwithstanding such mortgage. The purchaser at any sale upon foreclosure shall be bound by all of the provisions herein contained.

21.3 Liberal Construction. The provisions of the Declaration shall be liberally construed to effectuate its purposes. The invalidity of any provision herein shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

21.4 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 nor the intent of any provision hereof.

21.5 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 or plural shall be taken to mean the other whenever the context may require.

21.6 Service of Process. The person who shall receive service for any lawsuits in which the Association may become involved is the same person who is similarly designated as the Service Agent for the Association in the Articles of Incorporation of the Association.

THIS PAGE OMITTED FROM THE ORIGINL DECLARATION

21.7 Condominium Owners' Rights to Sue. Any person claiming an interest in the Property by, through or under the Declarant or by virtue of any judicial proceedings, or the Association, or the Condominium Owners, or a mortgagee, or any of them, severally, shall have the right to proceed against any other such person at law for damages or in equity to compel their compliance with the terms hereof or to prevent the violation or breach of the terms hereof, or for such other relief as may be appropriate. Further, whenever any structure has been built or installation made which violates the terms hereof, the Association shall have the right to enter upon the Property where such violation exists, and summarily abate or remove the same and shall make the necessary repairs or improvements where such violation occurred, so that the Property shall be in the same condition as it was before said violation occurred, all at the expense of the Condominium Owner, and any such entry and abatement or removal shall not be deemed a trespass.

IN WITNESS WHEREOF, the Declarant binds itself and its successors and assigns and has caused these presents to be executed.

DATED this 10th day of Dec., 1980.

RIVERPARK PLACE PROPERTIES, INC.,
an Oklahoma corporation

By: Dan L. Stefanoff
President

Attest:

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me the undersigned, a Notary Public in and for said State, on this 10th day of Dec., 1980, personally appeared Dan L. Stefanoff to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

Judy Ann Anderson
Notary Public

My Commission Expires:

June 15, 1983



DEC 10 PM 3 52
ANITA MESBITT
COUNTY CLERK

STATE OF OKLAHOMA
COUNTY CLERK

EXHIBIT "A"

FLOOR PLANS, SURVEY, ENGINEER'S CERTIFICATE

RIVERPARK PLACE

1. TITLE SHEET, INDEX, AND CERTIFICATE
2. EXHIBIT A, SITE PLAN
3. EXHIBIT A, FLOOR PLANS

CERTIFICATE OF REGISTERED ENGINEER

I HEREBY CERTIFY THAT THE FOREGOING SHEETS 1 THROUGH 3, INCLUSIVE, ARE A TRUE AND CORRECT PLAT OF SURVEY OF RIVERPARK PLACE, A UNIT OWNERSHIP ESTATE CREATED PURSUANT TO TITLE 80, SECTION 161 ET SEQ., OF THE OKLAHOMA STATUTES, COVERING:

ALL OF RIVERSHORE, A RESUBDIVISION OF NIX SUBDIVISION AND PART OF UNPLATTED LOT 7 OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 13 EAST, AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

AND CORRECTLY SHOWS THE LOCATION, DIMENSIONS, AND AREA OF ALL UNITS, BUILDINGS, STRUCTURES, AND IMPROVEMENTS ON SAID DESCRIBED PROPERTY, AND THE LOCATION OF ALL DESIGNATED BUILDINGS, UNITS, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS, OF THE FOREGOING UNIT OWNERSHIP ESTATE, THAT THERE ARE NO VISIBLE ENCROACHMENTS ONTO ADJOINING PROPERTIES, STREETS, OR ALLEYS BY ANY OF SAID BUILDINGS, STRUCTURES, OR IMPROVEMENTS, THAT THERE ARE NO VISIBLE RIGHTS-OF-WAY OR EASEMENTS ON SAID DESCRIBED PROPERTY OTHER THAN SHOWN THEREON, THAT THERE ARE NO PARTY WALLS OR VISIBLE ENCROACHMENTS ON SAID DESCRIBED PROPERTY BY BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS SITUATED ON ADJOINING PROPERTY EXCEPT AS SHOWN ON SAID PLAT OF SURVEY, AND THAT THE PROPERTY DOES NOT APPEAR IN A FLOOD HAZARD AREA.

WITNESS MY HAND AND SEAL THIS 6TH DAY OF DECEMBER, 1988.

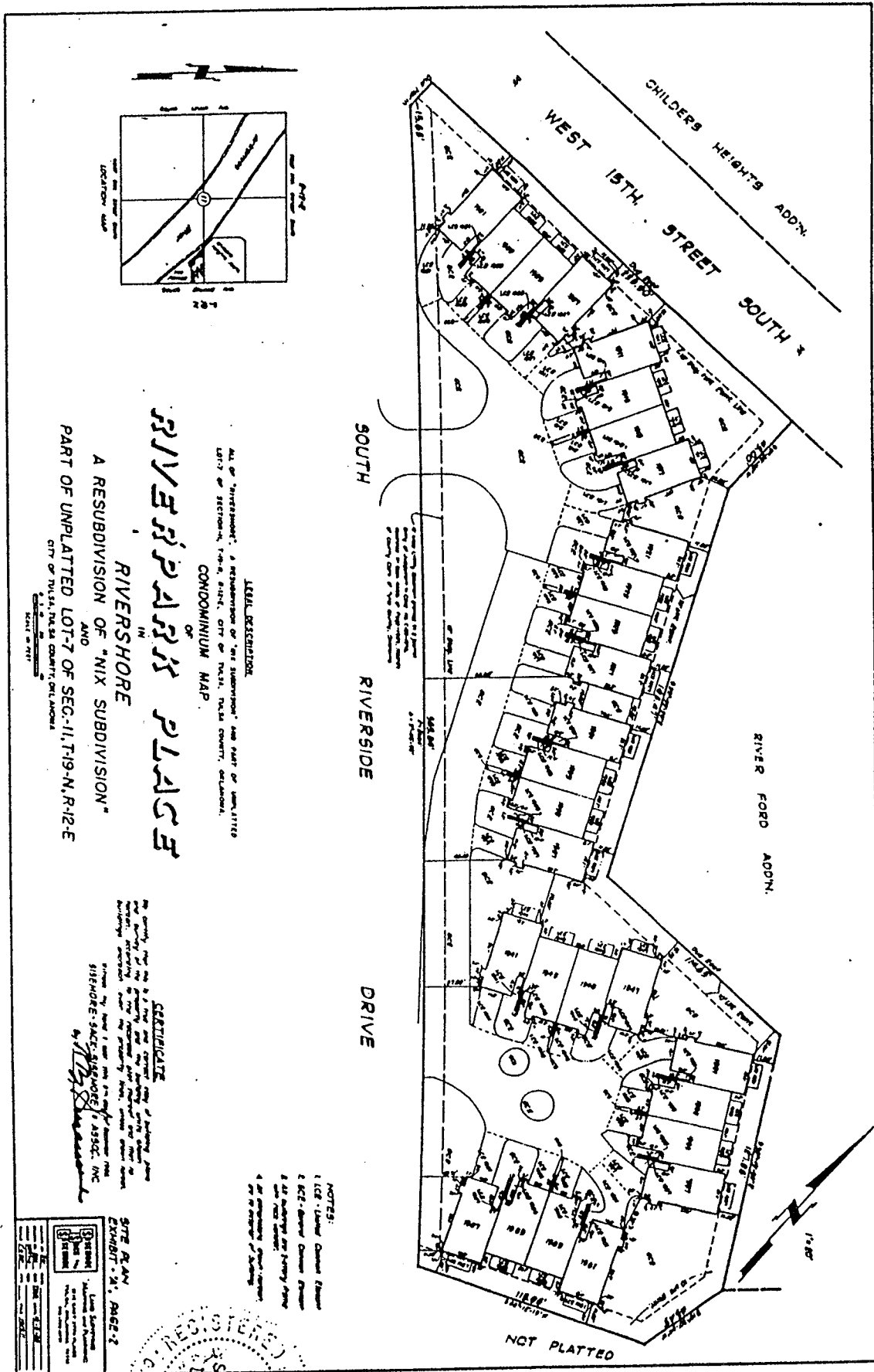
SISEMORE-BACK-SISEMORE & ASSOC., INC.

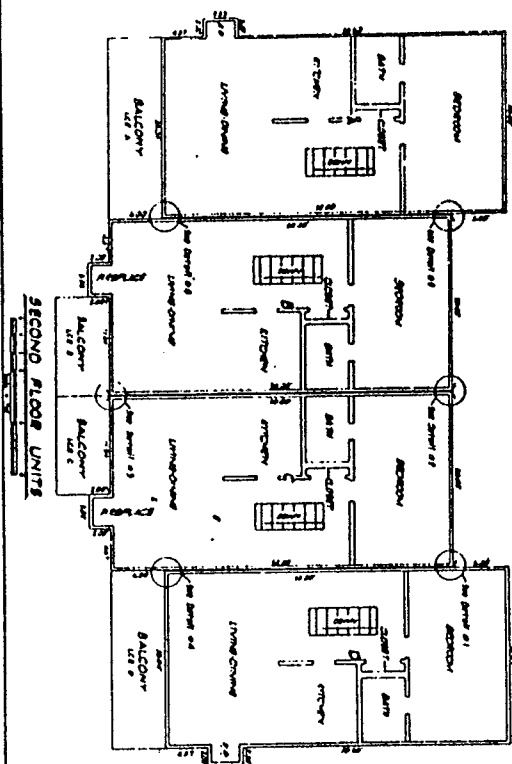
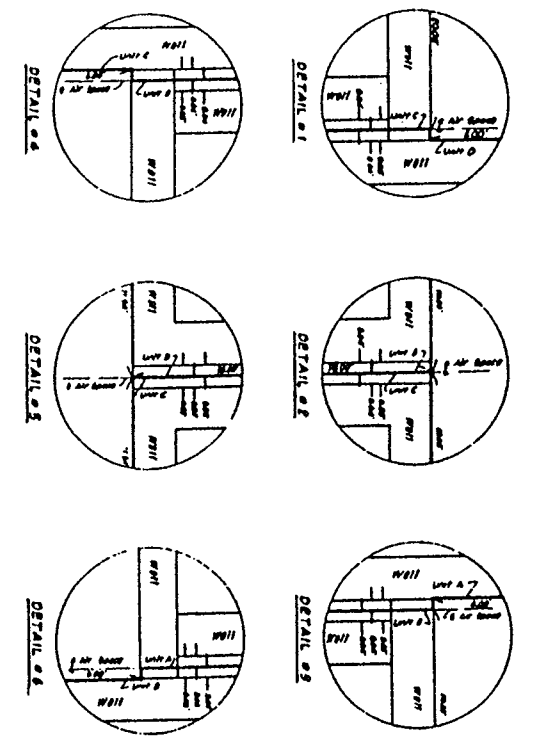
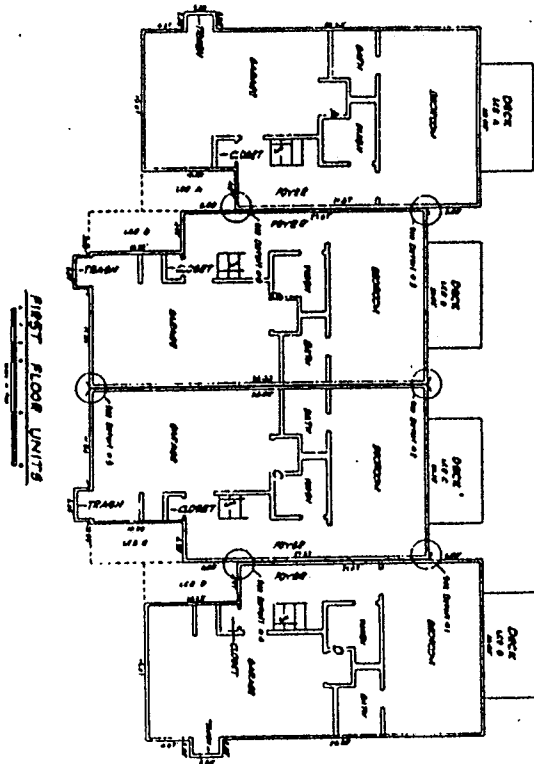
BY *James G. McDonald*
JAMES G. MC DONALD
REGISTERED PROFESSIONAL ENGINEER
OKLAHOMA NO. 2195



Prepared by:
Sisemore-Back-Sisemore & Assoc., Inc.

SHEET 1 OF 3





Unit Number	Unit Type	Unit Size (sq. ft.)	Unit Price	Unit Status
201, 202, 203, 204, 205, 206	A	775.00	100,000.00	Available
207, 208, 209, 210, 211, 212	B	775.00	100,000.00	Available
213, 214, 215, 216, 217, 218	C	775.00	100,000.00	Available
219, 220, 221, 222, 223, 224	D	775.00	100,000.00	Available

Unit Area All Units: 0.144, 0.144 sq. ft.

NOTES:
1. All dimensions are given unless otherwise noted.
2. L.C. - Living Common Room

FLOOR PLANS
EXHIBIT - X, PAGE 2

Unit Number: _____
Unit Type: _____
Unit Size: _____
Unit Price: _____
Unit Status: _____

EXHIBIT "B"

PROPORTION OF OWNERSHIP INTEREST

PROPORTION OF OWNERSHIP INTEREST

Unit Number	Ownership Interest
1501	1/28
1503	1/28
1505	1/28
1507	1/28
1511	1/28
1513	1/28
1515	1/28
1517	1/28
1521	1/28
1523	1/28
1525	1/28
1527	1/28
1531	1/28
1533	1/28
1535	1/28
1537	1/28
1541	1/28
1543	1/28
1545	1/28
1547	1/28
1551	1/28
1553	1/28
1555	1/28
1557	1/28
1561	1/28
1563	1/28
1565	1/28
1567	1/28

EXHIBIT "C"

ARTICLES OF INCORPORATION OF
RIVERPARK PLACE OWNERS ASSOCIATION, INC.

OFFICE OF THE SECRETARY OF STATE



NON-PROFIT

CERTIFICATE OF INCORPORATION

To all to Whom these Presents shall Come, Greetings:

WHEREAS, *Articles of Incorporation duly signed and verified of*

RIVERPARK PLACE OWNERS ASSOCIATION, INC.

have been filed in the office of the Secretary of State as provided by the Laws of the State of Oklahoma.

NOW THEREFORE, *I, the undersigned, Secretary of State of the State of Oklahoma by virtue of the powers vested in me by law, do hereby issue this Certificate of Incorporation.*

IN TESTIMONY WHEREOF, *I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.*

Filed at the City of Oklahoma City, this 13th

day of November, A.D. 19⁸⁰

Jeanette B. Edmondson
Secretary of State

By: Vae Taylor

