

at any time to install, repair, alter, change or maintain any utility or facility necessary to the operation of said premises without costs to said makers."

(d) "15. The makers hereof represent that they are the owners of Shangri-La consisting now of a hotel, restaurants, clubs, tennis courts, marina, golf course and other recreational facilities located adjacent to the premises covered by this Declaration. Said owners covenant with the Unit Owners hereunder that said Unit Owners shall have the right to subscribe to the use of said recreational facilities on the same basis as is offered to any other person and that membership in any club formed for the purpose of making such facilities available will be available to each Unit Owner on the same basis as any other member; and this right shall be a covenant running with the land on which said Shangri-La is situated."

9.3 "Indemnification for Use of Easements." Any person entitled to the use of the Easements granted hereinabove shall hold the Association and Unit Owners harmless from any and all costs, expenses, damages, causes of action or claims, including attorney fees, and shall be liable for all damages to the Property or Units or to Persons caused by the use of such Easements. This indemnification includes liability for damages to the roads and paths caused by the employees or agents or Owners of Shangri-La Lodge for access to the golf course or other portions of the Shangri-La Complex.

9.4 "Consent to Easements." Each Owner of a Unit in Shangri-La Estates, by acceptance of a deed thereto, does hereby specifically consent to each of the foregoing Easements and the maintenance thereof.

ARTICLE X

MORTGAGE PROTECTION

10.1 "Mortgage Protection." Notwithstanding any and all provisions elsewhere in this Declaration to the contrary, in order to induce lenders and investors to participate in the financing of the sale of Units within the Property, the following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

(a) Each mortgagee of a first mortgage encumbering any Unit, upon request, will be entitled to written notification from the Association of any default by the mortgagor or such Unit in the performance of such

mortgagor's obligations under this Declaration, the Articles of Incorporation of the Association or the Bylaws of the Association which is not cured within sixty (60) days.

(b) Any first mortgagee or third (3rd) party foreclosure purchaser who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Units by the mortgagee. The assessment liens provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon any Unit subject to assessment; provided, however, that such subordination shall apply only to the assessments which accrue prior to a sale or transfer of such Unit but shall not keep the Unit from liability for any assessments, thereafter becoming due or from the lien of any such subsequent assessment. The provisions of this subparagraph (b) shall not apply to a purchaser of a Unit pursuant to the remedies provided in a contract for deed or foreclosure of a contract for deed and such Unit shall be subject to the lien of the Association for unpaid assessments prior to the date title is acquired by such purchase.

(c) The prior written approval of each institutional holder of a first mortgage on Units will be required for any material amendment affecting rights of the mortgagee.

(d) Unless all Unit Owners and all first mortgagees have given their prior written approval, the Association or the Owners shall not be entitled to:

(i) By act or omission, seek to abandon or terminate the Unit form of ownership;

(ii) Change the pro rate interest or obligations of any individual Unit for purposes of:

(a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation award, or (b) determining the pro rate share of ownership of each Unit in appurtenant real estate and any Improvements thereon which are owned by the Unit Owners in undivided pro rate interests ("Common Elements");

(iii) Wall-partition or subdivide any individual Unit; provided, nothing shall prohibit the judicial partition of an individual Unit by one or more of multiple owners of such Unit;

(iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (the granting or easements for public utilities or for other purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause);

(v) Use hazard insurance proceeds for losses to any Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Property, except as provided by statute in case of substantial loss to the Units and/or Common Elements of the Property; or

(e) First mortgagees shall have the right to examine the books and records of the Association.

(f) Condominium assessments or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis, and shall be payable in regular monthly installments rather than by special assessments.

(g) All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual Unit and not the Property as a whole. If for any reason the Property is assessed as a whole, the Unit Owners shall pay said amount in proportion to their interests in the Common Elements as a special assessment.

(h) In the event of substantial damage or destruction of any Unit or any part of the Common Elements or any portion thereof, the mortgagee of the first mortgage on any Unit shall be entitled to timely written notice of any such damage or destruction, and no provision in this Declaration shall be interpreted to entitle the Owner of the Unit or any other party of priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds for losses to Units and/or Common Elements.

(i) Any management agreement or service contract for the Property will be terminable by the Association with or without cause upon thirty (30) days written notice, and the term of any such agreement or contract may not exceed one (1) year, renewable for successive one (1) year terms.

(j) The Association shall give Federal Home Loan Mortgage Corporation and Federal National Mortgage Association notice (c/o Servicer or Servicer's address) in writing of any loss to, or taking of, the Common Elements of the Property if such loss or taking exceeds Ten Thousand Dollars (\$10,000.00).

(k) The Association shall, upon the request of any first mortgagee:

(i) Give written notice of all meetings of the Association and permit the lender to designate a representative to attend all such meetings, and

(ii) Transmit to such lender an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association; provided that the first mortgagee requesting an annual audit shall pay the costs thereof.

(l) If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the mortgagee of any first mortgage on a Unit will be entitled to timely written notice of any such proceeding or proposed acquisition, and no provision in this Declaration shall be interpreted to entitle the Owner of a Unit or any other party to priority over such mortgage with respect to the distribution to such Unit of the proceeds of any awards or settlement.

10.2 "Breach of Covenants for Mortgagee's Protection; Enforcement." No breach of any forfeiture of title or reversion or bestow any right of reentry whatsoever, but violation of any one (1) or more of those covenants or restrictions may be enjoined or abated by the Association, or by an Owner of a Unit in the Property, by action of any Court of competent jurisdiction, and damages may also be awarded against such violations; provided, however, that any such violation shall not defeat or render invalid the lien of any mortgage made thereon, but said covenants and restrictions shall be binding upon and effective against any owner of said Property, or portion thereof, whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

AMENDMENT TO DECLARATION

11.1 "Amendments by Unit Owners." This Declaration shall not be amended, modified or changed in whole or in part unless the Unit Owners representing the aggregate ownership interest in the Common Elements of more than fifty (50%) or more herein consent and agree to such amendment, modification or change. The percentage of the undivided interest of each Unit Owner in the Common Elements as expressed in this Declaration shall have a permanent character and shall not be altered without the written consent of all of the Unit Owners. Each such amendment, modification or change, after being reduced to writing and executed, shall be duly recorded. The effective date of any such amendment, modification or change shall be expressed in the instrument effecting such amendment, modification or change.

ARTICLE XII

POWER OF ATTORNEY

12.1 "Power of Attorney." Each Unit Owner does hereby grant to the persons who shall from time to time constitute the Board of Governors, an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any Unit whose Owner desires to surrender, sell or lease the same or which may be the subject of a foreclosure or other judicial sale, in the name of the Board of Governors or its designee, corporate or otherwise, on behalf of all Unit Owners, and to convey, sell, lease, mortgage, vote the votes appurtenant thereto or otherwise deal with any such Unit so acquired or to sublease any Unit so leased by the Board of Governors; provided, that the Board of Governors shall not purchase or lease a Unit unless at least two thirds (2/3) of all Unit Owners, according to their undivided percentage interest, approve such purchase or lease in writing. Title to any Unit purchase pursuant to this Power of Attorney shall be held by the Board of Governors or its designee, corporate or otherwise, on behalf of all Unit Owners in proportion to their respective interest in the Common Elements.

ARTICLE XIII

AUTHORIZED PERSON TO RECEIVE SERVICE OF PROCESS

13.1 "Service Agent." The following named person is hereby designated and authorized as the person to receive service of process in all cases required or authorized by the Act and particularly all service of process in any action at law or equity

relating to the Common Elements or relating to more than one (1) Unit included in this Declaration.

Mr. Stan Jones, P. O. Box 413, Jay, Oklahoma 74346

The Board of Governors shall have the authority to designate a successor in the event of the resignation or inability of the above named person to serve as the authorized service agent. Such designation shall be filed for record in the Office of the County Court Clerk of Delaware County, State of Oklahoma.

ARTICLE XIV

COMPLIANCE WITH DECLARATION, BYLAWS AND RULES AND REGULATIONS

14.1 "Compliance with Declaration, etc.; Restrictive Covenants." All present and future Owners, tenants and occupants of Unit Ownership Estates covered hereby shall be subject to and shall comply with the provisions of the Declaration, Articles of Incorporation, the Bylaws and rules and regulations as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of an Unit Ownership Estate shall constitute an irrevocable agreement that the provisions of this Declaration, the Bylaws and the rules and regulations as they may be amended from time to time are accepted and ratified by such Owner, tenant or occupant and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit Ownership Estate as though such provisions were recited and stipulated at length in each and every deed and conveyance or lease thereof.

ARTICLE XV

MISCELLANEOUS

15.1 "Notices and Communications." All notices and communications required or intended to be served or given under the provisions of this Declaration or the Act upon any Owner or a Unit Ownership Estate covered hereby if mailed by the Association shall be deemed sufficient if reduced to writing and delivered personally or if sent by first class mail, postage prepaid, addressed to each such Unit Owner at the building address of the Building on the Property in which the Unit of such Unit Owner is situated. Any Unit Owner may, by prior written notice to the Board of Governors or Managing Agent or Manager, if any, change the mailing address of any notice to be give to him. All notice or communications required intended to be served or given under the provisions of the Declaration upon the Board of Governors shall be sent by registered

or certified mail to the Board of Governors or to any Manager or Managing Agent employed by them, or if there be no Manager or Managing Agent, to the office of the Board of Governors or to such other address as the Board of Governors may hereafter designate from time to time by notice in writing to all Unit Owners.

Date of receipt of any notice or communication served or given by first class mail shall be deemed to be three (3) days following the date when the same is deposited in any Post Office of the United States. Date of notice or communication served or delivered personally or by registered or certified mail, return receipt requested, shall be the date when the same is received by the party to whom addressed.

15.2 "Owner Assumption of Risk." By purchasing a Unit, each Owner acknowledges the potential hazard presented by the water front and amenities located on the Property to children and others and accepts full responsibility for the safety of himself, his family, guests, invitees and tenants. Each Owner, for himself, his tenants, guests, family or occupants, by acceptance of deed to a Unit, irrevocably agrees to indemnify, defend and hold the Association and its successors and assigns, harmless from all claims, actions, lawsuits, damages or costs, including attorney fees, arising or resulting from the use or occupancy of the waterfront or amenities of Shangri-La Estate, by the Owner, or the Owner's guests, invitees, family and tenants.

15.3 "Severability." The provisions of this Declaration are severable and if any Article, paragraph, subparagraph or clause of any Article, or any sentence, phrase or word of this Declaration or the application thereof in any circumstances be held to be invalid or unenforceable, such invalidity or unenforceability and determination thereof shall not affect the validity and enforceability of any other portion of this Declaration and the application of any such Article, paragraph, subparagraph or clause thereof, or any paragraph, sentence, clause, phrase or work in this Declaration in any other circumstance, shall not be affected hereby.

15.4 "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 or the intent of any provisions herein contained.

15.5 "Gender." Whenever used herein, unless the context shall otherwise require, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

15.6 "Conflict Between Declaration and Bylaws." Whenever the application of the provisions of this Declaration conflict with the application of any provision of the Bylaws adopted by the

FIRST RESTATED AND AMENDED DECLARATION
OF UNIT OWNERSHIP ESTATE OF SHANGRI-LA ESTATES

BOOK 781 PAGE 280

- EXHIBIT A - Exhibit A is Exhibit "F-1" recorded at Book 385 and pages 892-894 in the Office of the County Clerk of Delaware County, Oklahoma.
- EXHIBIT B - Plot plan filed in the Office of the County Clerk of Delaware County, Oklahoma, on April 4, 1979.
- EXHIBIT C - FIRST RESTATED BYLAWS OF SHANGRI-LA ESTATES recorded at Book 781 and pages 281-316 in the Office of the County Clerk, Delaware County, Oklahoma.
- EXHIBIT D - Exhibit D is Exhibit BC-1 recorded at Book 385 and Pages 890-1 in the Office of the County Clerk of Delaware County, Oklahoma.

CERTIFICATE OF SURVEY

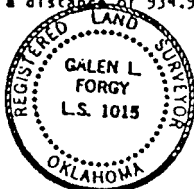
FORGY - ALLEN
REGISTERED LAND SURVEYORS
431 N. 13th SALINA, KANSAS
SHANGRI LA ESTATES

BOOK 385 PAGE 892

DESCRIPTION: A tract of land located in the Northwest Quarter (NW 1/4) of Section 15, the Southwest Quarter (SW 1/4) of Section 10 and the Southeast Quarter (SE 1/4) of Section 9, Township 24 North, Range 23 East of the Indian Base and Meridian in Delaware County, Oklahoma, more particularly described as follows:

Commencing at the Northwest corner of said Section 15;
 Thence South along the West line of said Section 15 with an assumed bearing of $50^{\circ}19'12''W$ a distance of 2642.44 feet to the Southwest corner of the NW 1/4 of said Section 15;
 Thence $N89^{\circ}58'04''E$ a distance of 2630.94 feet to the SE corner of the NW 1/4 of said Section 15;
 Thence $N0^{\circ}29'00''E$ a distance of 49.50 feet to the point of beginning;
 Thence $N74^{\circ}47'05''E$ a distance of 24.40 feet to a point on the line commonly known as the GRDA taking line;
 Thence $N13^{\circ}54'45''W$ a distance of 94.46 feet;
 Thence $N13^{\circ}58'00''W$ a distance of 69.60 feet;
 Thence $N64^{\circ}16'55''W$ a distance of 146.13 feet;
 Thence $N80^{\circ}50'55''W$ a distance of 164.86 feet;
 Thence $S70^{\circ}19'17''W$ a distance of 73.03 feet;
 Thence $N22^{\circ}16'40''W$ a distance of 62.17 feet;
 Thence $N61^{\circ}06'27''W$ a distance of 75.35 feet;
 Thence $N88^{\circ}26'09''W$ a distance of 43.82 feet;
 Thence $N6^{\circ}55'03''W$ a distance of 34.32 feet;
 Thence $N74^{\circ}00'21''W$ a distance of 112.38 feet;
 Thence $N36^{\circ}25'21''E$ a distance of 92.89 feet;
 Thence $N19^{\circ}48'22''W$ a distance of 156.97 feet;
 Thence $N19^{\circ}05'27''W$ a distance of 151.57 feet;
 Thence $S39^{\circ}41'08''E$ a distance of 161.84 feet;
 Thence $S36^{\circ}36'15''E$ a distance of 230.30 feet;
 Thence $S74^{\circ}50'49''E$ a distance of 114.42 feet;
 Thence $N71^{\circ}39'22''E$ a distance of 136.31 feet;
 Thence $N10^{\circ}43'07''W$ a distance of 189.00 feet;
 Thence $N26^{\circ}47'42''W$ a distance of 169.73 feet;
 Thence $N32^{\circ}02'15''W$ a distance of 183.16 feet;
 Thence $N24^{\circ}45'02''W$ a distance of 281.25 feet;
 Thence $N30^{\circ}09'00''W$ a distance of 137.05 feet;
 Thence $N25^{\circ}27'13''W$ a distance of 102.76 feet;
 Thence $N50^{\circ}50'55''W$ a distance of 159.94 feet;
 Thence $N31^{\circ}25'12''W$ a distance of 42.24 feet;
 Thence $N15^{\circ}10'45''W$ a distance of 78.75 feet;
 Thence $N56^{\circ}37'48''W$ a distance of 80.92 feet;
 Thence $N54^{\circ}23'39''W$ a distance of 123.20 feet;
 Thence $N63^{\circ}26'21''W$ a distance of 75.17 feet;
 Thence $N36^{\circ}45'03''W$ a distance of 87.86 feet;
 Thence $N43^{\circ}24'02''W$ a distance of 108.49 feet;
 Thence $N90^{\circ}00'00''W$ a distance of 141.90 feet;
 Thence $N0^{\circ}24'00''E$ a distance of 431.20 feet;
 Thence $N23^{\circ}22'00''W$ a distance of 54.62 feet;
 Thence $N43^{\circ}30'03''W$ a distance of 54.28 feet;
 Thence $N36^{\circ}35'01''W$ a distance of 173.58 feet to a point on the North line of Section 15, T24N, R23E, said point being $N90^{\circ}00'00''E$ a distance of 1155.12 feet from the Northwest corner of said Section 15;
 Thence $N46^{\circ}53'02''W$ a distance of 195.93 feet;
 Thence $N37^{\circ}18'00''W$ a distance of 163.65 feet;
 Thence $N43^{\circ}06'00''W$ a distance of 234.47 feet;
 Thence $N41^{\circ}59'00''W$ a distance of 327.03 feet;
 Thence $N33^{\circ}01'08''W$ a distance of 112.21 feet;
 Thence $N61^{\circ}00'30''W$ a distance of 40.71 feet;
 Thence $N55^{\circ}19'01''W$ a distance of 150.83 feet;
 Thence $N20^{\circ}56'59''W$ a distance of 185.37 feet;
 Thence $S63^{\circ}03'02''W$ a distance of 145.12 feet;
 Thence $S63^{\circ}12'05''W$ a distance of 69.06 feet;
 Thence $S72^{\circ}16'12''W$ a distance of 63.55 feet to a point on the West line of Section 10, T24N, R23E, said point being $N0^{\circ}17'00''W$ a distance of 934.90 feet from the Southwest corner of Section 10;

ORDERED:



Galen L. Forgy

1-18-79

SURVEYOR

DATE

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- Thence S72°16'00"W a distance of 27.45 feet;
- Thence N8°08'00"E a distance of 104.44 feet;
- Thence N23°16'00"E a distance of 27.29 feet to a point on the East line of Section 9, T24N, R23E, said point being N0°17'00"W a distance of 1055.00 feet from the Southeast corner of said Section 9;
- Thence N23°16'00"E a distance of 94.36 feet;
- Thence N10°28'00"E a distance of 90.67 feet;
- Thence N3°10'00"E a distance of 88.38 feet;
- Thence N90°00'00"W a distance of 59.93 feet to a point on the West line of Section 10, T24N, R23E said point being N0°17'00"W a distance of 1319.10 feet from the Southwest corner of said Section 10;
- Thence N0°17'00"W along the West line of said Section 10 a distance of 225.30 feet;
- Thence N26°02'00"W a distance of 121.40 feet;
- Thence N82°25'00"W a distance of 105.00 feet;
- Thence N14°07'00"W a distance of 102.80 feet;
- Thence N18°10'00"E a distance of 68.80 feet;
- Thence N27°28'00"W a distance of 103.00 feet;
- Thence N61°19'00"W a distance of 111.30 feet;
- Thence N48°03'12"W a distance of 39.47 feet;
- Thence N59°44'00"E a distance of 122.00 feet;
- Thence N5°30'00"W a distance of 29.10 feet;
- Thence N12°37'00"W a distance of 15.00 feet;
- Thence N28°01'00"W a distance of 167.30 feet;
- Thence N29°27'00"W a distance of 191.80 feet;
- Thence N30°49'00"W a distance of 133.00 feet;
- Thence N31°41'00"W a distance of 105.70 feet;
- Thence N40°37'00"W a distance of 11.90 feet to a point where the GADA taking line intersects the North line of the Southeast Quarter (SE 1/4) of Section 9, T24N, R23E;
- Thence N89°38'00"W along the North line of the SE 1/4 of said Section 15 a distance of 124.90 feet;
- Thence S0°25'48"E a distance of 654.83 feet;
- Thence N89°42'56"W a distance of 611.30 feet to a point on the East right-of-way line of State Highway 125;
- Thence S0°02'10"E along said right-of-way line a distance of 187.71 feet;
- Thence S89°42'56"E a distance of 37.25 feet;
- Thence N49°56'31"E a distance of 142.63 feet;
- Thence on a curve to the right having a radius of 274.00 feet, an arc distance of 192.80 feet, said curve having a long chord of 188.85 feet and a bearing of N70°06'00"E;
- Thence S89°44'31"E a distance of 239.33 feet;
- Thence on a curve to the right having a radius of 210.00 feet, an arc distance of 177.96 feet, said curve having a long chord of 172.69 feet and a bearing of S65°27'51"E;
- Thence S41°11'12"E a distance of 45.28 feet;
- Thence on a curve to the right having a radius of 120.00, an arc distance of 52.92 feet, said curve having a long chord of 52.50 feet and a bearing of S28°33'08"E;
- Thence S15°55'03"E a distance of 168.65 feet;
- Thence on a curve to the left having a radius of 154.00 feet, an arc distance of 99.83 feet, said curve having a long chord of 98.09 feet and a bearing of S34°29'18"E;
- Thence S53°03'33"E a distance of 197.64 feet;
- Thence on a curve to the right having a radius of 116.00 feet, an arc distance of 91.20 feet, said curve having a long chord of 88.87 feet and a bearing of S30°32'12"E;
- Thence S06°00'50"E a distance of 45.70 feet;
- Thence on a curve to the right having a radius of 274.00 feet, an arc distance of 127.01 feet, said curve having a long chord of 125.87 feet and a bearing of S05°15'54"W;
- Thence S18°32'39"W a distance of 146.73 feet;
- Thence on a curve to the left having a radius of 182.00 feet, an arc distance of 154.22 feet, said curve having a long chord of 149.65 feet and a bearing of S05°43'51"E;
- Thence S30°00'21"E a distance of 9.93 feet;
- Thence on a curve to the left having a radius of 312.00 feet, an arc distance of 248.14 feet, said curve having a long chord of 241.65 feet and a bearing of S52°47'24"E;
- Thence S75°34'27"E a distance of 283.17 feet;
- Thence on a curve to the right having a radius of 349.00 feet, an arc distance of 225.78 feet, said curve having a long chord of 221.86 feet and a bearing of S57°02'28"E;
- Thence S38°30'29"E a distance of 387.97 feet;
- Thence on a curve to the left having a radius of 265.00 feet, an arc distance of 196.18 feet, said curve having a long chord of 191.73 feet and a bearing of S59°42'58"E;
- Thence S80°55'26"E a distance of 82.86 feet;
- Thence on a curve to the right having a radius of 174.00 feet, an arc distance of 115.34 feet, said curve having a long chord of 113.24 feet and a bearing of S61°56'04"E;

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Thence S42°56'43"E a distance of 186.53 feet;
Thence on a curve to the right having a radius of 175.00 feet, an arc distance of 183.97 feet,
said curve having a long chord of 175.61 feet and a bearing of S12°49'44"E;
Thence S17°17'14"W a distance of 176.24 feet;
Thence on a curve to the left having a radius of 287.00 feet, an arc distance of 304.26 feet,
said curve having a long chord of 290.21 feet and a bearing of S13°05'02"E;
Thence S43°27'19"E a distance of 43.49 feet;
Thence on a curve to the right having a radius of 481.00 feet, an arc distance of 160.33 feet,
said curve having a long chord of 159.59 feet and a bearing of S33°54'22"E;
Thence S24°21'26"E a distance of 123.23 feet;
Thence on a curve to the left having a radius of 437.00 feet, an arc distance of 158.43 feet,
said curve having a long chord of 157.56 feet and a bearing of S34°44'35"E;
Thence S45°07'45"E a distance of 89.65 feet;
Thence on a curve to the right having a radius of 180.00 feet, an arc distance of 94.64 feet,
said curve having a long chord of 93.56 feet and a bearing of S30°03'58"E;
Thence S15°00'12"E a distance of 455.21 feet;
Thence S18°05'55"E a distance of 192.60 feet;
Thence on a curve to the right having a radius of 202.00 feet, an arc distance of 107.62 feet,
said curve having a long chord of 106.35 feet and a bearing of S02°50'10"E;
Thence S12°25'34"W a distance of 60.85 feet;
Thence on a curve to the left having a radius of 213.00 feet, an arc distance of 139.59 feet,
said curve having a long chord of 137.10 feet and a bearing of S06°20'54"E;
Thence S25°07'22"E a distance of 44.65 feet;
Thence on a curve to the left having a radius of 119.00 feet, an arc distance of 91.44 feet,
said curve having a long chord of 89.21 feet, and a bearing of S47°08'11"E;
Thence S69°09'00"E a distance of 77.10 feet;
Thence on a curve to the right having a radius of 1065.00 feet, an arc distance of 182.88
feet, said curve having a long chord of 182.66 feet and a bearing of S64°13'50"E;
Thence S59°18'41"E a distance of 3.43 feet;
Thence S30°41'19"W a distance of 12.46 feet;
Thence S61°17'05"E a distance of 169.98 feet;
Thence S71°35'11"E a distance of 53.77 feet;
Thence S89°07'35"E a distance of 91.80 feet;
Thence S65°30'34"E a distance of 65.22 feet;
Thence S19°20'33"E a distance of 53.64 feet;
Thence S08°48'26"E a distance of 80.57 feet;
Thence S66°48'05"E a distance of 28.72 feet;
Thence N74°47'05"E a distance of 151.59 feet back to the point of beginning.

The above described tract of land contains 40.425 acres, more or less.

<u>UNIT NUMBER</u>	<u>PERCENT OR RATIO INTEREST IN GENERAL COMMON ELEMENTS</u>	<u>PERCENT OR RATIO INTEREST IN LIMITED COMMON ELEMENTS</u>
1	0.98	0.98
2	0.98	0.98
3	0.65	0.65
4	0.65	0.65
5	0.65	0.65
6	0.65	0.65
7	0.65	0.65
8	0.65	0.65
9	0.81	0.65
10	0.81	0.81
13	0.81	0.81
14	0.81	0.81
17	0.81	0.81
18	0.81	0.81
19	0.81	0.81
20	0.81	0.81
21	0.81	0.81
22	0.81	0.81
23	0.81	0.81
24	0.81	0.81
25	0.65	0.65
28	0.72	0.72
29	0.72	0.72
36	0.65	0.65
37	0.65	0.65
38	0.65	0.65
39	0.65	0.65
40	0.81	0.65
41	0.81	0.81
42	0.81	0.81
43	0.81	0.81
44	0.65	0.81
50	0.65	0.65
51	0.81	0.65
52	0.81	0.81
53	0.81	0.81
54	0.81	0.81
55	0.65	0.81
56	0.65	0.65
57	0.65	0.65
58	0.81	0.65
59	0.81	0.81
60	0.65	0.81
61	0.65	0.55
62	0.81	0.65
63	0.81	0.81
64	0.81	0.81
65	0.81	0.81
66	0.81	0.81
67	0.81	0.81
68	0.65	0.81
69	0.65	0.65
71	0.81	0.65
72	0.65	0.81
73	0.65	0.65
74	0.65	0.65
75	0.65	0.65
133	0.72	0.65
134	0.72	0.72
135	0.81	0.72
136	0.81	0.81
138	0.65	0.81
139	0.65	0.65
143	0.81	0.65

Page TWO
EXHIBIT BC-1

<u>UNIT NUMBER</u>	<u>PERCENT OR RATIO INTEREST IN GENERAL COMMON ELEMENTS</u>	<u>PERCENT OR RATIO INTEREST IN LIMITED COMMON ELEMENTS</u>
144	0.81	0.81
146	0.81	0.81
147	0.81	0.81
148	0.98	0.98
149	0.98	0.98
150	1.67	1.67
151	0.81	0.81
152	0.81	0.81
153	0.65	0.65
154	0.65	0.65
155	0.81	0.81
156	0.81	0.81
157	0.98	0.98
158	0.98	0.98
159	0.81	0.81
160	0.81	0.81
165	0.98	0.98
166	0.98	0.98
181	0.72	0.72
182	0.72	0.72
185	0.98	0.98
186	0.98	0.98
187	0.98	0.98
188	0.98	0.98
189	0.72	0.72
190	0.72	0.72
191	0.72	0.72
192	0.72	0.72
193	0.98	0.98
194	0.98	0.98
195	0.98	0.98
196	0.98	0.98
197	0.98	0.98
198	0.98	0.98
201	0.81	0.81
212	0.81	0.81
213	0.81	0.81
214	0.81	0.81
215	0.81	0.81
216	0.81	0.81
217	0.81	0.81
218	0.81	0.81
225	0.81	0.81
226	0.81	0.81
227	0.81	0.81
228	0.81	0.81
229	0.81	0.81
230	0.81	0.81
231	0.81	0.81
232	0.81	0.81
233	0.81	0.81
234	0.81	0.81
235	0.81	0.81
259	1.24	1.24
260	1.24	1.24
261	0.81	0.81
262	0.81	0.81
270	0.81	0.81
271	0.81	0.81
272	0.81	0.81

DECLARATION OF SHANGRI-LA ESTATES
UNIT OWNERS ASSOCIATION, INC.

'95 MAR 1 AM 11 17

AMENDMENT RESOLUTION 94-1

BOOK 849 PAGE 43-44
JIM SWINFORD COUNTY CLK
BY a 2024
DEPUTY

WHEREAS, the Declaration of Shangri-La Estates Unit Owners Association, Inc., is in need of being amended, and;

WHEREAS, The Board of Governors believes it to be in the best interest of this Association to amend the Declaration to provide for the installation of individual satellite systems;

WHEREAS, no owner shall install or cause to be installed any television antennae, satellite receivers, or other similar electronic device on any portion of the exterior of any Building in the Property or on the Common Elements pursuant to the Declaration of Shangri-La Estates Unit Owners Association, Inc., now therefore:

BE IT RESOLVED, That this Association does hereby declare that the Declaration of Shangri-La Estates Unit Owners Association, Inc., is hereby amended as follows:

1. Any Unit Owner may install or cause to be installed, a satellite system to the exterior of their Unit following the guidelines as established in the Association's Satellite Policy.

This amendment is hereby by resolution of the Board, approved, this 17th day of February, 1995.

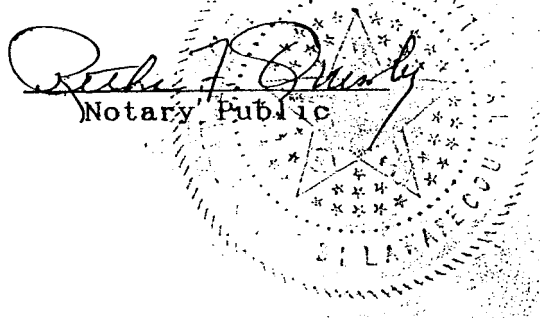
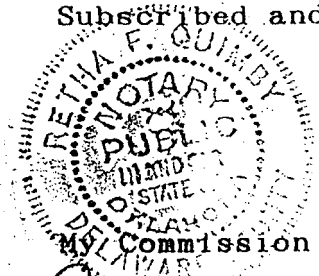
IN WITNESS WHEREOF we have set our hands this 17th day of February, 1995.

BOARD OF GOVERNORS

[Handwritten signatures of Board of Governors members]

[Handwritten signatures of individuals]

Subscribed and sworn to before me this 17th day of February, 1995.



SHANGRI LA ESTATES UNIT OWNERS ASSOCIATION, INC.

Resolution Amending The First Restated And Amended Declaration

Whereas, in January, 2003, more than fifty percent (50%) of the Unit Owners of the aggregate ownership interest in the Common Elements of Shangri La Estates voted to amend Section 7.1(f) of Article VII, Restrictive Covenants, of the First Restated And Amended Declaration of Unit Ownership Estate of Shangri-La Estates, filed of record with the County Clerk of Delaware County, Oklahoma, On May 2, 1994, in Book 781, pages 259-280, to read as follows:

“No portion of a Unit (other than the entire Unit) may be rented or leased. The Board of Governors of the Association may approve rules and policies regulating the renting and leasing of Units in Shangri-La Estates. Any rental or lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and the Bylaws and any failure by the lessee to comply with the terms of such document shall be a default under the lease, which default may be enforced by the Board of Governors, who may have the right to terminate the tenancy under the lease for failure to comply with the provisions of this Declaration, the Bylaws and any rules and regulations adopted pursuant thereto. All leases shall be in writing.”

Whereas, on February 21, 2003, the Board of Governors of the Shangri La Estates Unit Owners Association unanimously ratified and approved that vote of the Unit Owners so amending the above Section 7.1(f), Article VII, of the First Restated And Amended Declaration;

Therefore, Be It Resolved by the Board of Governors of the Association that the First Restated And Amended Declaration of the Unit Ownership Estates of Shangri La Estates is amended as stated above; and

Be It Further Resolved this Resolution be filed in the County Clerk's Office in Delaware County, Oklahoma.

Done on February 21, 2003.

By, The Board of Governors of the Shangri La Estates Unit Owners Association, Inc.

Julie Wolfe

Julie Wolfe, Chairperson

J. Michael Brown

J. Michael Brown, Secretary

Kenneth R. White, Jr.

Kenneth R. White, Treasurer

William H. Mizner

William H. Mizner, Member

Tom C. Martin

Tom C. Martin, Member

Barbara Patrick

Barbara Patrick, Member

Robert D. McDonald

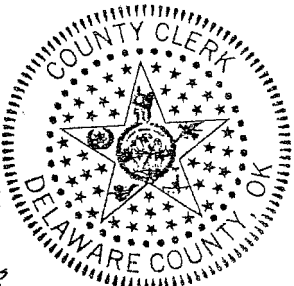
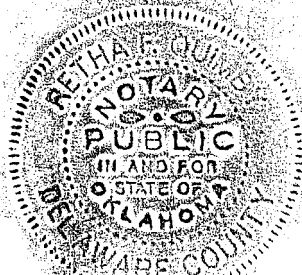
Robert D. McDonald, Member

I, the undersigned, County Clerk for Delaware County, Oklahoma hereby certify that the foregoing is a true, correct and full copy of the instrument herewith set out as appears of record in this office; this

20th day of March 2003

Carol Fortner County Clerk
By *V. Kirby* Deputy

Subscribed and sworn to before me this 21 day of February, 2003.



Betha F. Quimby

Notary Public

License No. 01000385

My Commission Expires:

January 20, 2003

Doc # 2003002998
Bk 1542
Pg 454-455
DATE 03/20/03 09:03:35
Filing Fee \$15.00
Documentary Tax \$0.00
State of Oklahoma
County of Delaware
Delaware County Clerk
CAROL FORTNER