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DECLARATION OF
CONDITIONS, COVENANTS AND RESTRICTIONS
FOR
6000 PENN CONDOMINIUM,
A UNIT OWNERSHIP ESTATE

BOOK 5076 PG 920

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, 6000 PENN CONDOMINIUMS INC., an Oklahoma corporation, hereafter referred to as the "Declarant," is the owner of certain land and improvements in Oklahoma County, Oklahoma, which property is more fully described on the attached "Exhibit A," incorporated herein and made a part hereof for all purposes; and

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

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

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

1.1 "Association" means the 6000 Penn Association, Inc., an Oklahoma corporation, its successors and assigns, the By-Laws of which shall govern the administration

of this Unit Ownership Estate Project, the members of which shall be all of the owners of the units.

- 1.2 "Building" means one or more of the building improvements containing units as shown on the plans.
- 1.3 "Common Elements" means all portions of the condominium other than the units.
- 1.4 "Common Expenses" means and includes expenses for maintenance, replacement, repair, operation, improvements, management and administration; expenses declared common expenses by the provisions of this Declaration and the By-Laws of the Association; and all sums lawfully assessed against the Common Elements by the Board of Directors of the Association.
- 1.5 "Condominium" means the real estate described on Exhibit "A," portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions, all as more fully described herein.
- 1.6 "Declarant" shall mean and refer to 6000 Penn Condominiums Inc., an Oklahoma corporation, and successors and assigns.
- 1.7 "Limited Common Elements" means those Common Elements which are either limited to and reserved for the exclusive use of an owner of a unit or are limited to and reserved for the exclusive common use of more than one but fewer than all of the owners. The Limited Common Elements shall be:
 - 1.7.1 the structural and other commonly used components of each building, windows and exterior doors of units, and the utilities, sewers, power, water and other common lines running through the walls, ceilings, attic or floor of each unit for the service of the other units;
 - 1.7.2 where applicable, any courtyards, patios, balconies or terraces or any other common

element which is shown on "Exhibit B" as a Limited Common Element; and

1.7.3 as described in subparagraph 1.12.2 herein.

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

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

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

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

1.12 "Unit Boundary".

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

cases, the hot water heater lie outside the herein described boundary.

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

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

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

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

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

4. Common Elements; Description in Deeds. Common Elements are composed of Common Elements and Limited Common Elements as defined in paragraph 1 hereof. Any deed conveying unit ownership estates shall convey the undivided interest in the Common Elements which appertain to the Unit, whether described or not. The Association shall have the right to grant permits, licenses, and easements over the Common Elements for utilities, roads, and other purposes necessary for the proper operation of the Project.

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

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

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

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

8.1 Declarant Right to Rent. Notwithstanding any of the foregoing, the right of Declarant to rent or lease Units until their initial transfer to an Owner is hereby specifically reserved.

8.2 Declarant Business Office; Model Units. Declarant and its employees, representatives, and agents may maintain a business and sales office, model Units,

AMENDED 9/29/01
3rd Amendment to
Declarations.

and other sales facilities necessary or required until all of the Units are sold.

- 8.3 Offensive or Noxious Use. The Owner of any Unit shall not use or allow the use of such Unit for any purpose which will be noxious, offensive or detrimental to the use of the other Units or which will create or emit any objectionable, offensive or noxious odors, dust, gases, fumes or other such material or which will in any manner violate any applicable zoning ordinance or other regulations enacted by any duly constituted governmental authority.
- 8.4 Mineral Drilling. No drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons within the project shall be permitted.
- 8.5 Livestock. The keeping of any poultry, cattle, horses or other livestock of any kind or character is prohibited within the project.
- 8.6 Refuse Storage; Growth. The storage of trash, ashes, or other refuse, except in normal receptacles, is prohibited. Weeds, underbrush or other unsightly growths shall not be permitted to grow or remain on Common or Limited Common Elements. No trash, ashes or other refuse may be thrown in any other Owner's Unit or in or on Common Elements.
- 8.7 Signs and Billboards; Declarant's Right. No signs or billboards shall be permitted on any Unit or Common or Limited Common Element without the prior written consent of the Association; provided, this prohibition shall not apply to the Declarant in the initial sale of such Unit.
- 8.8 Vehicle Parking and Storage. No trucks, campers, recreational vehicles, motor homes or large commercial vehicles, nor any vehicle in the process of being repaired or otherwise presently inoperable, shall be stored or parked on Common or Limited Common Elements within the project; the operation and parking of all vehicles on the project are subject to the By-Laws, and the rules and regulations of the Association.

- 8.9 View From Common Elements or Unit. All garbage cans, equipment, coolers, or storage piles shall be located as not to be visible from the Common Elements or any other Unit within the project.
- 8.10 Tanks. No elevated tanks of any kind shall be erected, placed or permitted on any Unit, or Common or Limited Common Elements.
- 8.11 Radio Transmitting Device. No radio transmitting device shall be allowed on any Unit with an exposed or exterior antenna placed or maintained on any Common Element, Limited Common Element, or on the roof of any Unit.
- 8.12 Activities Increasing Insurance Rate; Waste. Nothing shall be done in any Unit or on the Common or Limited Common Elements which will result in the increase of fire or casualty insurance premiums thereon or the cancellation of such insurance. No waste shall be committed on the Common or Limited Common Elements.
- 8.13 Temporary Structure. No trailer, tent or shack shall be erected, placed or permitted nor shall any structure of a temporary character be used at anytime as a residence without the prior written consent of the Association.
- 8.14 Nuisance Activity. No noxious or offensive activity shall be carried on nor shall anything be done therein which may be or may become an annoyance or nuisance.
- 8.15 Household Pets; Care and Restraint; Limit on Number; Indemnification by Owners. No animal shall be kept except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No more than one household pet may be kept without written permission of the Association. No pets may be permitted to run loose within the project and any Owner who causes any animal to be brought or kept within the project shall indemnify and hold

harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor.

9. Easements for Encroachments. If any portion of the Common or Limited Common Elements encroaches upon a Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist, regardless of whether such easement is shown on the Plans. If any portion of a Unit encroaches upon the Common or Limited Common Elements, or upon adjoining Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common or Limited Common Elements or on the Units.

10. Administration and Management; Mandatory Membership; Terminable Contracts. The administration and management of this project shall be governed by these Conditions, Covenants and Restrictions and the By-Laws of the Association, a copy of which is attached hereto as "Exhibit D" and incorporated herein by reference. An Owner of a Unit, upon becoming an Owner, shall mandatorily be a member of the Association and shall remain a member for the period of his ownership. The Association shall be governed by a Board of Directors as is provided in the By-Laws of the Association. The Association may employ agents, servants and employees and any person or firm to act as Managing Agent at any agreed compensation, but any agreement for professional management of the condominium project, or any contract providing for services by Declarant or any lease to which Declarant or affiliate of Declarant is a party, must provide for termination by either party without cause or payment of a termination fee on ninety (90) days or less written notice and thirty (30) days with cause and a maximum contract term of one (1) year.

11. Records; Inspection by Owners and Mortgagees; Notices to Mortgagees.

11.1 Retention. The Board of Directors shall keep or cause to be kept current certified copies of the recorded Declaration, By-Laws, and the books and records with detailed accounts of the receipts and expenditures affecting the project and its

administration and specifying the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the regime. The records so kept shall be available for inspection by all Owners, lenders, and the holders, insurers, and guarantors of first mortgages at convenient hours on working days or under other reasonable circumstances.

- 11.2 Auditing. All records shall be kept in accordance with accepted accounting procedures and shall be audited at least once a year by an auditor outside the Association. Owners and holders, insurers, and guarantors of first mortgages shall be entitled to receive, free of charge upon written request, annual audited financial statements of the Association within ninety (90) days following the end of the fiscal year of the Association.
- 11.3 Notice to Mortgagees. The holder, insurer or guarantor of the mortgage on any Unit in the Project is entitled to timely written notice of:
- 11.3.1 Any condemnation or casualty loss that affects either a material portion of the Project or the Unit securing its mortgage;
 - 11.3.2 Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage;
 - 11.3.3 A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
 - 11.3.4 Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

To obtain this information, the mortgage holder, insurer or guarantor should send a written request to the Association, stating both its name and address and the Unit number or address of the Unit it has the mortgage on.

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

13. Owner's Maintenance Responsibility of Unit. For purposes of maintenance, repair, alteration and remodeling, an Owner shall be deemed to own the interior nonsupporting walls of a Unit, the materials (such as, but not limited to, plaster, paneling, wall-paper, paint, wall and floor tile and flooring, but not including the subflooring) making up the finished surfaces of the Unit perimeter, of the Unit support walls, of the Unit ceilings and of the floors within the Unit. The Owner shall also be deemed to own the condensing unit and the fan coil unit and hot water heater serving that Unit notwithstanding the fact that such condensing unit, fan coil unit and, in some cases, the hot water heater lie outside the herein described boundary. The Owner shall not be deemed to own lines, pipes, wires, conduits or systems (which for brevity are herein and hereafter referred to as "utilities") running through his Unit which serve one or more other Units except in common with the other Owners, nor shall an Owner be deemed to own windows and Unit exterior doors. Such utilities shall not be disturbed or relocated by an Owner without

the written consent and approval of the Board of Directors. An Owner shall maintain and keep in repair his own Unit, including the appliances and lighting fixtures thereof. All lighting fixtures, equipment and electrical wiring installed within the Unit commencing at a point where the utilities enter the Unit shall be maintained and kept in repair by the Owner thereof. Maintenance and repair of water pipes, but not plumbing fixtures, shall be by the Association. The Owner shall do no act nor any work that will impair the structural soundness or integrity of the building or impair any easement or hereditament, nor shall he make any changes to the individual patio or terrace, appurtenant to his Unit, without written approval of the Association. An Owner shall also keep the appurtenances to his Unit in a clean and sanitary condition and be responsible for repairs caused by negligence or misuse of that Owner to any Limited Common Element of which he has beneficial use, in accordance with the terms of this paragraph. However, the Board of Directors shall have the right to do any necessary maintenance work or repairs to Limited Common Elements if the Owner fails to do so and assess the Owner for the cost thereof. An Owner, after acquiring an adjoining Unit or an adjoining part of an adjoining Unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium. Removal of partitions or creation of apertures under this paragraph is not an alteration of boundaries.

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

15. Compliance with Provisions of Declaration, By-Laws and Rules and Regulations. Each Owner shall comply strictly with the provisions of this Declaration, the By-Laws of the Association and the rules, regulations, decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure and refusal after written notice to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in connection therewith and interest on all of such amounts at the

highest lawful rate, which action shall be maintainable by the Managing Agent or Board of Directors in the name of the Association on behalf of the Owners or, in a proper case, by an aggrieved Owner.

16. Interim Control of Association. Until the first occurring of January 1, 1986 or within one hundred twenty (120) days after the date by which seventy-five percent (75%) of the Units (i.e., sixty Units [60]) have been conveyed to Unit purchasers, the Declarant has the option to appoint or elect the Board of Directors.

17. Revocation or Amendment to Declaration; Amendment of Undivided Interest in Common Elements; Approvals by Mortgagees. This Declaration shall not be revoked unless all of the Owners and all of the holders of any recorded mortgage or lien covering or affecting any or all of the Units unanimously consent and agree to such revocation by instrument(s) duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of eighty percent (80%), or more, of the Common Elements and eighty percent (80%) of the holders of any recorded first mortgage or lien covering or affecting any or all Units consent and agree to such amendment by instrument(s) duly recorded.

18. Assessment for Common Expenses.

18.1 Obligation to Pay Pro-rata Share. All Owners shall be obligated to pay the assessments, either estimated or actual, imposed by the Board of Directors of the Association to meet the Common Expenses. The pro-rata share of assessments shall be determined in accordance with "Exhibit C". This obligation to pay assessments shall be imposed upon the Owners solely based on their ownership of units and not based on their capacity as members in the Association.

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

18.3 Fixing Assessments; Adjustments. For the purpose of fixing and determining the annual assessments or

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

- 18.4 Special Assessments for Capital Improvements; Majority Assent; Notice. In addition to the annual assessments hereof, the Board of Directors may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common or Limited Common Elements, including the necessary fixtures and personal property related thereto, provided that any such special assessment shall have the majority assent of all of the Owners with interests in the Common or Limited Common Elements as established hereby, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be given to all members at least ten (10) days in advance, which shall set forth the purpose of the meeting.
- 18.5 Basis of Common Expenses; Increases. The assessments made for Common Expenses shall be based upon estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alterations and improvements of and to the Common Elements, which sum may include, but shall not be limited to, expenses of management; taxes and special assessments until separately assessed; premiums for fire, lightning extended coverage, vandalism and malicious mischief, all risk, agreed amount and replacement cost covering all Common Elements and Limited Common Elements and all of the Units (including all fixtures; interior walls, floors and ceilings; doors, and other elements or materials comprising a part of the Units); comprehensive general liability (the initial limits of which, subject to change by the Board of Directors, will be for at least One Million

Dollars [\$1,000,000.00]) per occurrence and other insurance premiums; landscaping and care of grounds; common lighting; repairs and renovations; removal of pollutants and trash collections; wages; utility charges; beautification and decoration; professional (including legal and accounting) fees; management fees; expenses and liabilities incurred by the Board of Directors on behalf of the Owners under or by reason of this Declaration and the By-Laws of the Association; any deficit arising or any deficit remaining from a previous period; the creation of reasonable contingency funds, reserves, working capital, and sinking funds as well as other costs and expenses relating to the Common and Limited Common Elements. In the event the cash requirement for Common Expenses exceeds the aggregate assessments made pursuant to this paragraph, the Board of Directors for the Association may from time to time and at any time increase, prorata, the monthly assessments set forth in this paragraph. The omission or failure of the Board of Directors to fix the assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay the same. Assessments shall be payable at the address determined by the Board of Directors.

- 18.6 Benefit of Assessment or Association Earnings. No part of the assessments or net earnings of the Association shall inure to the benefit of any Unit Owner or individual, except to the extent that Unit Owners receive the benefits from the maintenance, repair, operations, additions, alterations and improvements of and to the Common Elements.
19. Owner's Personal Obligation for Payment of Assessments.
- 19.1 Non-Exemption from Payment; Board Responsibility to Collect; Interest, Costs, and Attorney Fees; Suit; Notice to Mortgagee. The amount of Common Expenses assessed against each Unit shall be the personal and individual debt of the Owner thereof. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use of enjoyment of any of the Common Elements or by abandonment of his Unit. The Board of Directors shall

have the responsibility to take prompt action to collect any unpaid assessment which remains unpaid more than fifteen (15) days from the due date for payment thereof. In the event of a default by an Owner in the payment of the assessment, such Owner shall be obligated to pay interest at the rate of fifteen percent (15%), or such higher rate (provided the same shall not be usurious) as the Board of Directors may from time to time determine, per annum on the amount of the assessment from due date thereof, together with all expenses, including attorney's fees, incurred to collect such assessment together with late charges as provided by the By-Laws of the Association. Suit to recover a money judgment for unpaid Common Expenses may be instigated in Oklahoma County, Oklahoma, and may be maintainable without foreclosing or waiving the lien securing same. Additionally, in the event that the mortgage on a Unit should so provide, a default in the payment of an assessment shall be a default in such mortgage and if required by the mortgagee by written notice to the Association, the Board of Directors shall give notice of any default in payment of an assessment to the mortgagee.

- 19.2 Unsold Unit Assessments. Declarant shall be responsible for payment of assessments for any unsold Units until the closing of the first sale thereof.
- 19.3 Reserves and Working Capital. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Elements and those Limited Common Elements which the Association may be obligated to maintain. The fund shall be maintained out of regular assessments for Common Expenses. Additionally, a working capital fund shall be established for the initial months of the project operation equal to at least a two (2) months' estimated Common Expenses for each Unit. Each Unit's share of the working capital fund shall be collected and transferred to the Association at the time of closing of the sale of each Unit and maintained in a segregated account for the use and benefit of the Association. The contribution to the working capital fund for each unsold

Unit shall be paid to the Association within sixty (60) days after the date of the conveyance of the first Unit in the project.

20. Assessment Lien; Lien Priority; Notice of Lien; Recording; Enforcement; Receiver; Mortgagee May Pay Assessment. All sums assessed but unpaid for the share of Common Expenses chargeable to any Unit, including any fees, late charges, fines, or interest, shall constitute a lien on such Unit prior to all other liens except the following: (1) assessments, liens and charges for taxes past due and unpaid on the Unit, (2) judgments entered in a Court of Record prior to the date of Common Expense assessment, (3) mortgage instruments of encumbrance duly recorded prior to the date of such assessment, (4) mechanic's and materialmen's liens arising from labor performed or material furnished upon a Unit prior to the date of such assessment, and (5) mechanic's and materialmen's liens for labor performed or material furnished upon the Common Elements to the extent of the proportionate part chargeable to the Unit Owners which constitute a part of an assessable charge for Common Expenses satisfaction of which shall discharge the assessment to the extent of the payment made. To evidence such lien, the Board of Directors shall prepare a written notice of assessment lien setting forth the amount of such unpaid indebtedness, the name of the Owner of the Unit and a description of the Unit. Such a notice shall be signed by one of the Board of Directors or by one of the officers of the Association and shall be recorded in the office of the County Clerk of Oklahoma County, Oklahoma. Such lien for the Common Expenses shall attach from the due date thereof and impart notice to third parties from the date of the recording thereof. Such lien may be enforced by the foreclosure of the defaulting Owner's Unit subsequent to the recording of a notice or claim thereof by the Association in like manner as a mortgage on real property. In any such proceedings the Owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien and, in the event of foreclosure proceedings, the additional costs, all expenses and attorney's fees incurred. The Owner of the Unit being foreclosed shall be required to pay to the Association the monthly assessment for the Unit during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to purchase a Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. Any mortgagee holding a lien on a Unit may pay, but shall not be

required to pay, any unpaid Common Expenses payable with respect to such Unit, and such payment shall not be deemed a waiver by the Association of default by the Unit Owner.

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

- 21.1 Assessments, liens and charges for taxes past due and unpaid on the Unit;
- 21.2 Judgments entered in a Court of Record prior to the date of Common Expense assessment;
- 21.3 Mortgage instruments of encumbrance duly recorded prior to the date of such assessments;
- 21.4 Mechanic's and materialmen's liens arising from labor performed or material furnished upon a Unit prior to the date of such assessment; and
- 21.5 Mechanic's and materialmen's liens for labor performed or material furnished upon the Common Elements to the extent of the proportionate part chargeable to the Unit Owners which constitute a part of an assessable charge for Common Expenses, the satisfaction of which shall discharge the assessment to the extent of the payment made.

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

unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

22. Mortgaging a Unit; Priority; Mortgage Subject to Declaration; Mortgagee in Title-Unpaid Assessments. An Owner shall have the right from time to time to mortgage or encumber his Unit and the interests appurtenant thereto by deed of trust, mortgage or other instrument, but the lien created thereby shall be subject to the terms and provisions of this Declaration, and any mortgagee or other lienholder who acquires a Unit through judicial foreclosure, public sale or other means shall be subject to the terms and conditions of this Declaration except as specifically excepted herefrom. Where the holder of a first mortgage of record or other purchaser obtains title to the Unit ownership estate as a result of foreclosure of the first mortgage or deed in lieu of foreclosure, such acquirer of title shall not be liable for the share of the Common Expenses or assessments chargeable to such Unit which became due prior to acquisition of title to such Unit by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Units including such acquirer, his successors and assigns.

23. Insurance.

23.1 Master Policy; Flood Insurance; Special Condominium Endorsement; Public Liability. The Association shall carry a blanket insurance policy in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost) from an insurance company qualified to do and conduct business in the State of Oklahoma and holding a rating of Best's Insurance Reports of Class XV or better (the limits of coverage of which insurance shall be reviewed annually by the Board of Directors), of fire, lightning, extended coverage, vandalism and malicious mischief, all risk, agreed amount and inflation guard endorsement and replacement cost covering the Common Elements and Units, and, if required by law, workmen's compensation insurance (all of which hereinafter referred to as the "Master Policy"), with respect to the project and the Association's administration thereof in accordance with the following. The name of the insured must be stated in form and substance similar to the following: "6000 Penn Association for

use and benefit of the individual owners." Such policy must contain the standard mortgagee clause (without contribution) which must be endorsed to provide that any proceeds shall be paid to the 6000 Penn Association for the use and benefit of mortgagees, their successors and assigns, as their interest may appear.

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

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

Said Master Policy and the endorsements made a part thereof may provide for such deductibles from any amounts otherwise payable thereunder as the Association may determine, and shall also, by Special Condominium Endorsement or its equivalent, (i) provide that the insurer issuing said policy agrees to abide by the decision of the Association whether to repair, reconstruct or restore all or any damaged or destroyed portion of the Common Elements or the Units covered thereby, (ii) provide that only improvements made or installed by the Association shall affect the valuation of any Building or Improvement on the project for co-insurance purposes, (iii) provide for at least an annual insurance review which shall include an appraisal of all Buildings, improvements and personal property of the Association located on or within the project required to be insured hereby by a representative of the insurer issuing said master policy, (iv) contain a waiver by said insurer of any and all rights of subrogation against any

Owner, Declarant (and each member of its staff and its employees), the Association, its Board (and each member thereof), its officers (and each of them), the Manager and his staff, and the agents, representatives and employees of the Association, (v) provide that said Master Policy cannot be cancelled, invalidated, suspended, substantially modified, terminated, avoided or expire in whole or in part by reason of any act, omission or breach of any covenant contained in this Declaration by any Owner, Declarant, the Association, its Board, its officers, the Manager and his staff, or the agents, representatives, or employees of the Association without a prior written demand that the Association cure such breach, and that in no event shall said policy be invalidated, suspended, terminated, voided or expire for any reason without thirty (30) days' prior written notice from the insurer to the Association, Declarant and to any Owner or mortgagee who shall have filed a written request with said insurer for such notice (vi) provide that the Board or its authorized agent or representative shall have the exclusive authority to adjust any and all losses covered by said policy, (vii) provide that the insurance obtained pursuant to this paragraph shall not be prejudiced by any act or neglect of any of the insureds when such act or neglect is not within the knowledge and control of the insureds collectively, (viii) provide that the insurance obtained pursuant to this paragraph shall not be prejudiced by failure of the insureds collectively to comply with any warranty or condition with regard to any portion of the premises over which the insureds collectively have no control, (ix) provide that the insurance obtained pursuant to this paragraph shall not be prejudiced by reason of the vacancy or non-occupancy of any one or more Units within the project, provided that this Declaration (as the same may be amended from time to time) is in force and the project is operating as a condominium project, (x) provide that all insurance proceeds under said master policy shall be payable to the Association as trustee to be held and expended as provided in this Declaration for the benefit of the Owners and their respective mortgagees as their interests may appear, (xi) provide that the

insurer shall issue certificates or memoranda of insurance to the Association, and upon request, to any Unit Owner, mortgagee, or beneficiary under a deed of trust, (xii) prohibit contribution or assessments being made against FNMA or FHLMC or being made a lien on the project superior to the lien of any first mortgage, (xiii) provide for the recognition of any Insurance Trust Agreement, (xiv) provide agreed amount and inflation guard endorsement, when it can be obtained, (xv) provide construction code endorsements, if there is a construction code provision that requires changes to undamaged portions of the buildings even when only part of the Project is destroyed by an insured hazard, including but not limited to, demolition cost endorsements, contingent liability from operation of building laws endorsement, and increased cost of construction endorsement, (xvi) provide steam boiler coverage endorsement, providing at least Fifty Thousand Dollars (\$50,000.00) coverage for each accident at each location, (xvii) provide that any insurance trust agreement will be recognized, (xviii) provide that the right of subrogation against Unit Owners will be waived, (xix) provide that the insurance will not be prejudiced by any acts or omissions of individual Unit Owners that are not under the control of the Association, and (xx) provide that the policy will be primary, even if a Unit Owner has other insurance that covers the same loss.

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

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

- 23.2 Named Insured; Mortgagee Clause. The Master Policy shall be purchased by the Association naming the Association as the insured, as attorney-in-fact or trustee (for all of the Owners), which policy or policies must contain or have attached the standard mortgagee clause commonly accepted by private institutional mortgage investors in the area in which the mortgaged premises are located.
- 23.3 Fiduciary Liability Insurance. The Board of Directors shall also obtain and maintain fiduciary liability insurance coverage against dishonest acts on the part of officers, directors, managers, trustees, employees or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance must name the Association as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than (i) one and one-half (1 1/2) times the estimated annual operating expenses and reserves or (ii) the estimated maximum of funds, including reserve fund, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond, or (iii) a sum equal to three (3) months' aggregate assessments on all Units plus reserve funds. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The fidelity insurance policy shall provide it may not be cancelled or substantially modified (including

cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association or to any Insurance Trustee and each servicer on behalf of FNMA and FHLMC.

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

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

23.6 Damage to or Destruction of Improvements.

23.6.1 Repair; Resolution Not to Proceed with Repair; Partition; Notice to Mortgagees Where Substantial Damage. Except as herein-after provided, damage to a Building shall be promptly repaired and restored by the Board

of Directors using the proceeds of insurance, if any, on the Building for that purpose, and the Unit Owners shall be liable for assessment for any deficiency; provided, however, if there is substantially total destruction of the property, or if seventy-five percent (75%) of the Unit Owners other than the Declarant and seventy-five percent (75%) of the holders of first mortgages duly resolve not to proceed with repair or restoration, then and in that event the property or so much thereof as shall remain, shall be subject to partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of insurance policies, if any, shall be considered as one fund and shall be divided among all the Unit Owners in proportion to their respective undivided ownership of the Common Elements, after first paying off, out of the respective shares of Unit Owners, to the extent sufficient for that purpose, all liens on the Unit of each Unit Owner. First mortgagees will be given immediate notice of any substantial damage or loss to, or taking of, the Common Elements of the project if such loss or taking exceeds Ten Thousand Dollars (\$10,000.00) or damage to a Unit covered by a mortgage purchased in whole or in part by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association exceeds One Thousand Dollars (\$1,000.00). No reallocation of interests in the Common Elements resulting from a partial condemnation or partial destruction of such a project may be effected without the prior approval of holders holding mortgages on all remaining Units whether existing in whole or in part, and which have at least fifty-one percent (51%) of the votes of such remaining Units subject to holders of mortgages.

23.6.2 Bids From Contractors; Costs in Hand; Board Obligation in Reconstruction; Compliance with Original Plans. The Board shall obtain bids

(setting forth in detail the work to be repaired to restore the area to the same condition that existed prior to the damage and the itemized cost for such work) from at least two (2) reputable contractors and shall award reconstruction work to the lowest bidder, at their discretion; provided, however, that the Board shall not be required or authorized to award such contract until it has sufficient monies, whether from insurance or the collection of special assessments levied in accordance with this Article with which to pay the cost of reconstruction as reflected by the bid to be accepted by the Board. The Board, upon awarding said contract, shall thereafter be authorized to disburse monies to the contractor in accordance with said contract out of the insurance proceeds held by the Board and the special assessments levied and collected by the Board in accordance with this Article. It shall be the obligation of the Board to take all steps necessary to assure the commencement and completion of such reconstruction at the earliest possible date. All such reconstruction shall be in accordance with the original Plans of construction of the project unless other action is approved by holders holding mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to holders of mortgages.

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

24. Eminent Domain.

24.1 Acquisition of All or Substantially All of a Unit.
If a Unit is acquired by eminent domain, or if part

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

- 24.2 Acquisition of Part of a Unit. Except as provided in 24.1, if part of a Unit is acquired by eminent domain, the award must compensate the Unit Owner and mortgagees, if any, as their interest may appear, for the reduction in value of the Unit and its Common Element interest. Upon acquisition, (1) that Unit's Common Element interest, votes in the Association, and Common Expense liability are reduced in proportion to the reduction in the size of the Unit, or on any other basis specified in the Declaration, and (2) the portion of Common Element interest, votes, and Common Expense liability divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective interests, votes, and liabilities of those Units before the taking with the partially acquired Unit participating in the reallocation on the basis of its reduced interests, votes, and liabilities.
- 24.3 Acquisition of Part of Common Elements. If part of the Common Elements is acquired by eminent domain, the award must be paid to the Association for the use and benefit of the Unit Owners and their mortgagees, as their interests may appear. The Association shall divide any portion of the award not used for any restoration or repair of the remaining Common

Elements among the Unit Owners in proportion to their respective Common Element interests before the taking.

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

25. Registration of Mailing Address of Unit Owners; Association Address; Service Agent. Each Owner shall register his mailing address with the Association, and notices or demands intended to be served upon an Owner shall be sent by mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Board of Directors of the Association or to the Association shall be sent certified mail, postage prepaid, to 6000 North Pennsylvania Avenue, Oklahoma City, OK 73112, Attention: Michael B. Horrell, or at such other address of which the Board may be furnished from time to time or served in person upon the service agent of the Association, Michael B. Horrell, 6000 North Pennsylvania Avenue, Oklahoma City, OK 73112.

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

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

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

29. General.

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- 29.1 Severance. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provisions, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.
- 29.2 Failure to Enforce Not Waiver. No provision contained in this Declaration or the By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.
- 29.3 Captions. The captions herein are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope of this Declaration or exhibits nor the intent of any provision hereof.
- 29.4 Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.
- 29.5 Covenants to Run With the Land. The covenants, conditions and restrictions of this Declaration shall run with and bind the project and shall inure to the benefit of and be enforceable by the Association or any member, their respective legal representatives, heirs, successors and assigns.
- 29.6 Declarant Easement. Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Declarant's rights reserved herein.
- 29.7 Enforcement at Law or In Equity; Notice to Mortgagee of Uncured Default. The Association, or any Owner or Declarant, so long as Declarant has a record interest

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

- 29.8 Attorneys Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs of such suit. In the event the Association is a prevailing party in such action, the amount of such attorneys' fees and costs shall be a special assessment with respect to the Unit involved in the action.
- 29.9 Special Amendment. Declarant hereby reserves and is granted the right and power to record a Special Amendment to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban

Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Units and/or (iii) to comply with the requirements of any permanent lender or title insurance company. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to make, execute, and record special amendments. No special amendment made by Declarant shall affect or impair the lien of any first mortgage upon a Unit or any warranties made by an Owner or first mortgagee in order to induce any of the above agencies or entities to make, purchase, insure, or guarantee the first mortgage on such Owner's Unit.

- 29.10 Use of Club House. The portion of the Common Elements known as the "Club House" shall be available for use by all owners upon request and reservation received by Declarant at least three (3) days prior to date of intended use. Such limitation on the use of the Club House shall remain only until such time as one hundred percent (100%) of the Units have been sold by Declarant or its assigns, at which time possession of the Club House shall be turned over to the Association and its members.

A tract of land in the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4) of Section Eight (8), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

Beginning at the Southwest corner of the SW/4 NW/4 of said Section 8, Township 12 North, Range 3 West; thence North $89^{\circ}35'03''$ East along the South line of said SW/4 NW/4 a distance of 114.04 feet to a point, said point being on the East line of North Pennsylvania Avenue; thence North $5^{\circ}18'15''$ East along the East line of North Pennsylvania Avenue a distance of 201.00 feet to the point or place of beginning; thence North $5^{\circ}18'15''$ East along the East line of North Pennsylvania Avenue a distance of 219.89 feet to a point of curvature; thence to the left along the arc of a curve having a radius of 603.91 feet a distance of 261.92 feet to a point of tangency; thence along said tangent to said curve on a bearing of North $19^{\circ}32'45''$ West a distance of 138.80 feet to a point of curvature; thence to the right along the arc of a curve having a radius of 540.19 feet a distance of 91.84 feet to a point; thence North $0^{\circ}04'03''$ East a distance of 92.97 feet to a point; thence North $89^{\circ}35'03''$ East a distance of 242 feet to a point; thence South $17^{\circ}15'22''$ East a distance of 825.36 feet to a point; thence South $89^{\circ}35'03''$ West a distance of 405.39 feet to the point or place of beginning.

EXHIBIT "B"
ENGINEER'S CERTIFICATION

BOOK 5076 PG 952

I, Phillip G. Clour, a Registered Professional Engineer, do hereby certify that insofar as it is possible for me to determine from on-site measurement and investigation of the existing buildings of 6000 Penn Condominiums, the plans and specifications attached to this certificate as Exhibit "B" are a fair representation of such structures and of the area and location of the common elements, limited common elements and units of such development. It is understood, (i) that the undersigned did not create or supervise the design for this development, and (ii) that the undersigned did not supervise the construction thereof.



CLOUR ENGINEERING & SURVEYING CO., INC.

Phillip G. Clour

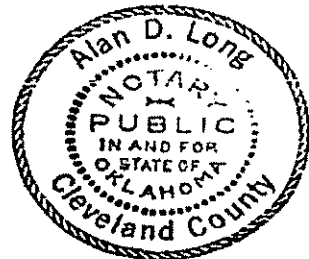
Phillip G. Clour, P.E. No. 10,849

Subscribed and sworn to before me, the undersigned, a Notary Public on this 12th day of October, 1983.

My Commission Expires: 9-14-87

Notary Public:

Alan D. Long

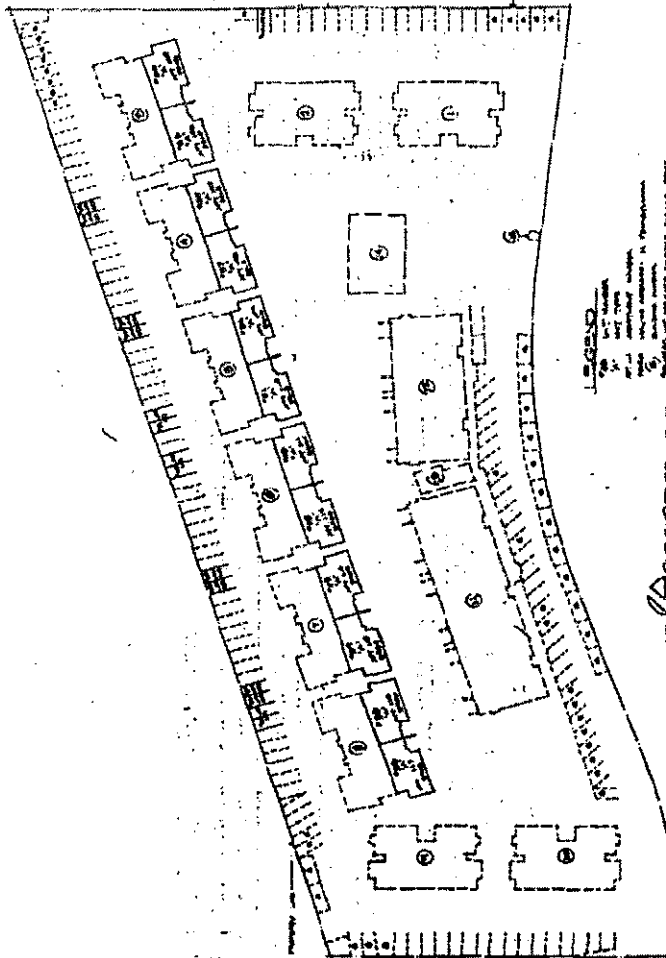


VELMAHAFEEY & ASSO
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BOOK 5076 PG 954

EXHIBIT B
SHEET 2 OF 10

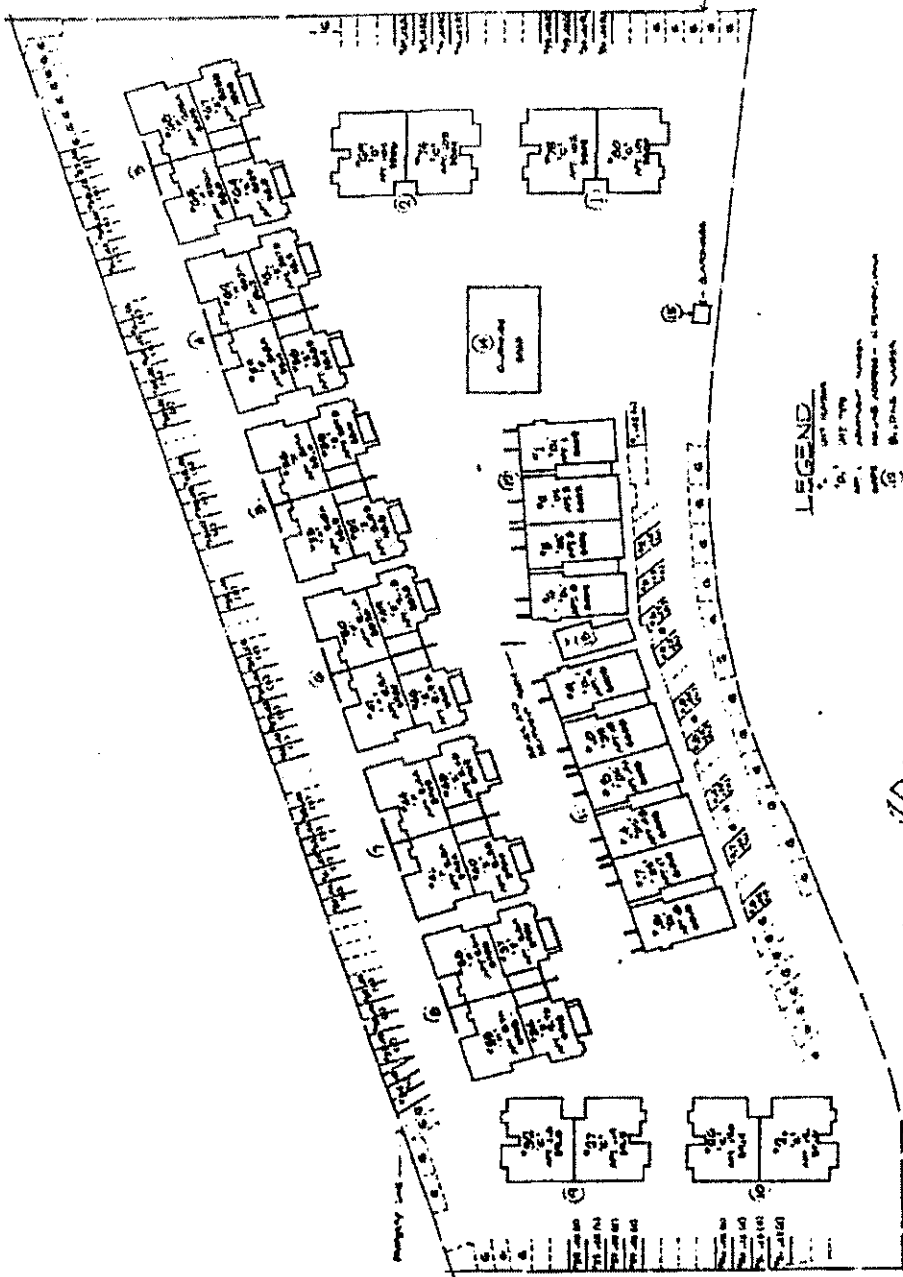
MICHA



LEGEND
1. All rooms
2. All corridors
3. All utility rooms
4. All parking spaces
5. All other areas
6. All areas not shown
7. All areas not shown
8. All areas not shown
9. All areas not shown
10. All areas not shown

SUBSURFACE LEVEL

6000 FEET

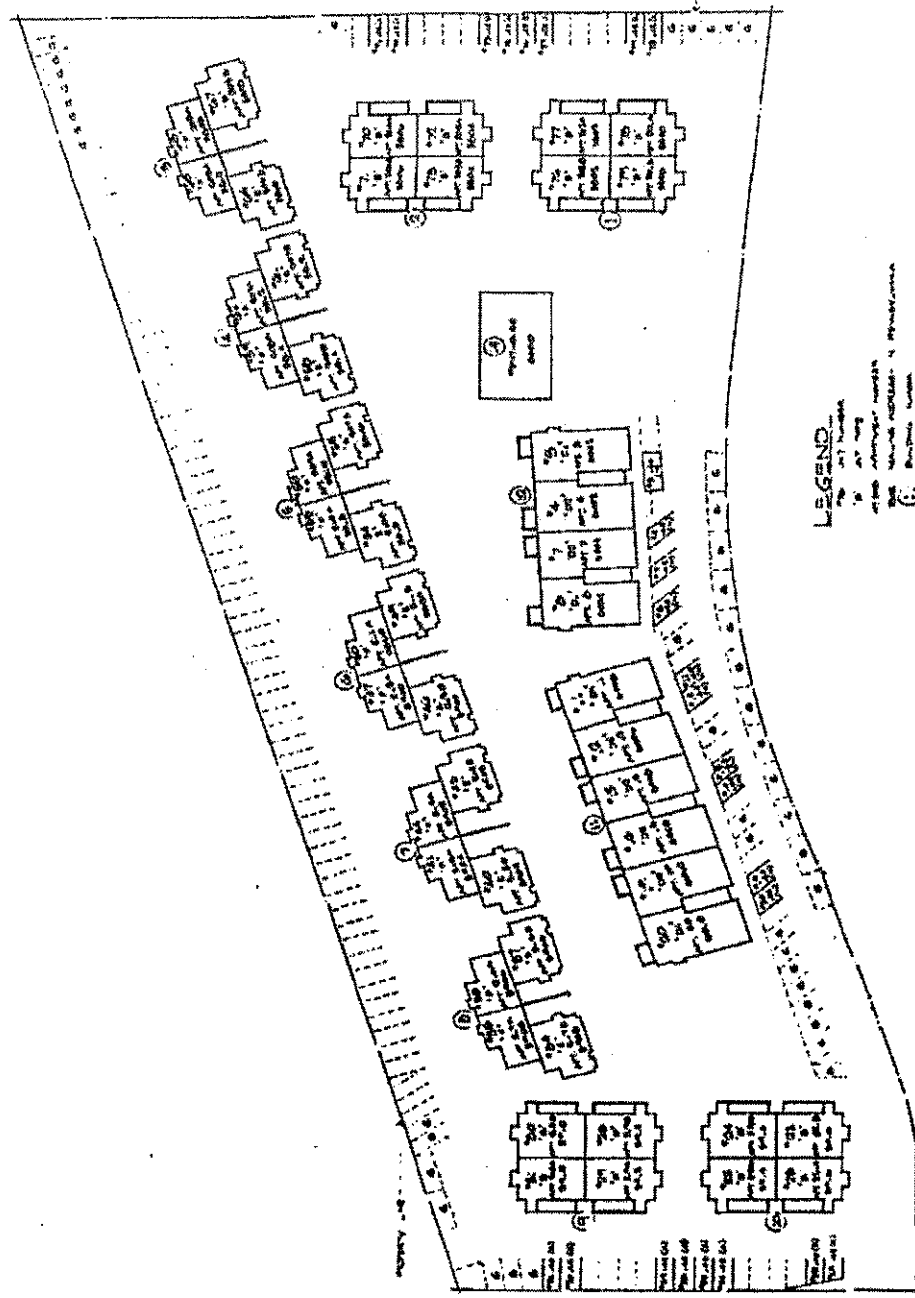


LEGEND

- 1. LOT NUMBER
- 2. LOT AREA
- 3. LOT FRONTAGE
- 4. LOT DEPTH
- 5. LOT WIDTH
- 6. LOT LENGTH
- 7. LOT PERIMETER
- 8. LOT AREA (ACRES)
- 9. LOT AREA (SQUARE FEET)
- 10. LOT AREA (SQUARE METERS)
- 11. LOT AREA (SQUARE YARDS)



6000 PENN

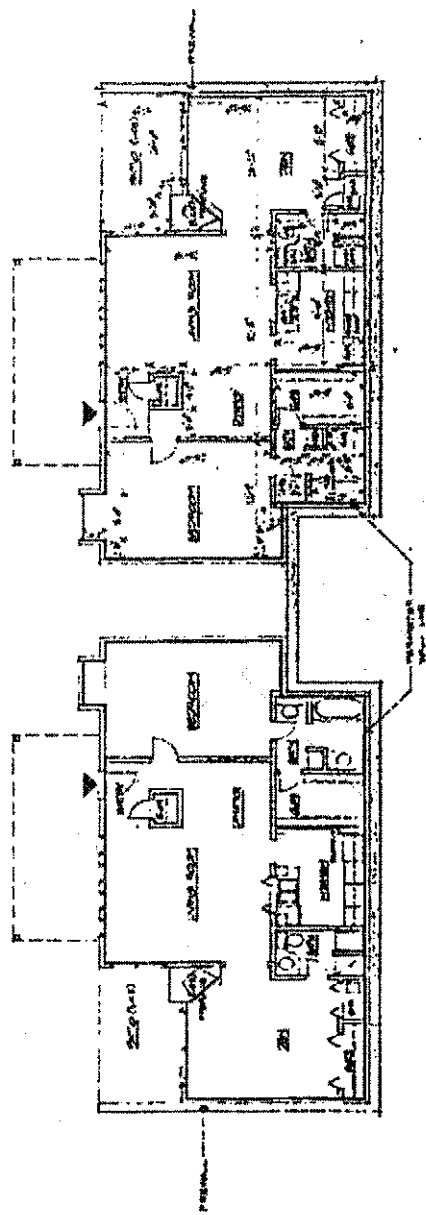


LEGEND

- 1. EXISTING BUILDING
- 2. EXISTING DRIVE
- 3. EXISTING DRIVE
- 4. EXISTING DRIVE
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- 99. EXISTING DRIVE
- 100. EXISTING DRIVE

1" = 20' SCALE

5000 PENN



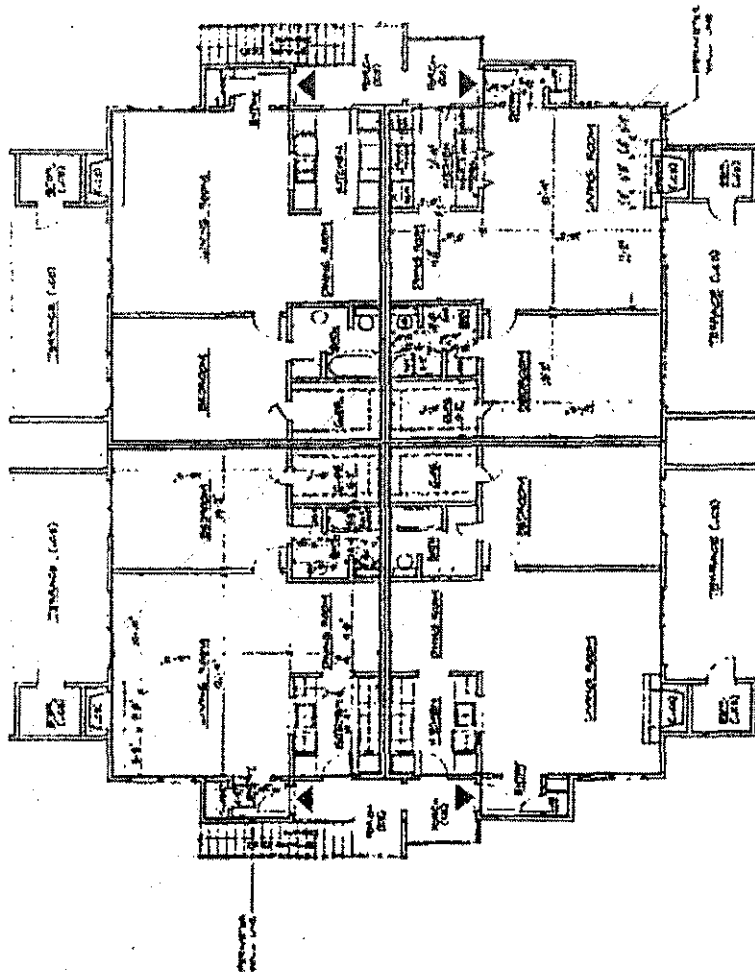
①
 1. STRUCTURE SHALL BE IN ACCORDANCE WITH THE CITY OF PHILADELPHIA DEPARTMENT OF PUBLIC WORKS PERMITS BUREAU. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

LEGEND

- CE Common Ceiling
- UE Unaired Change Equipment
- ME Mechanical Equipment
- VE Vent

UNIT TWO A
BUILDING 303.212

6000 PENN

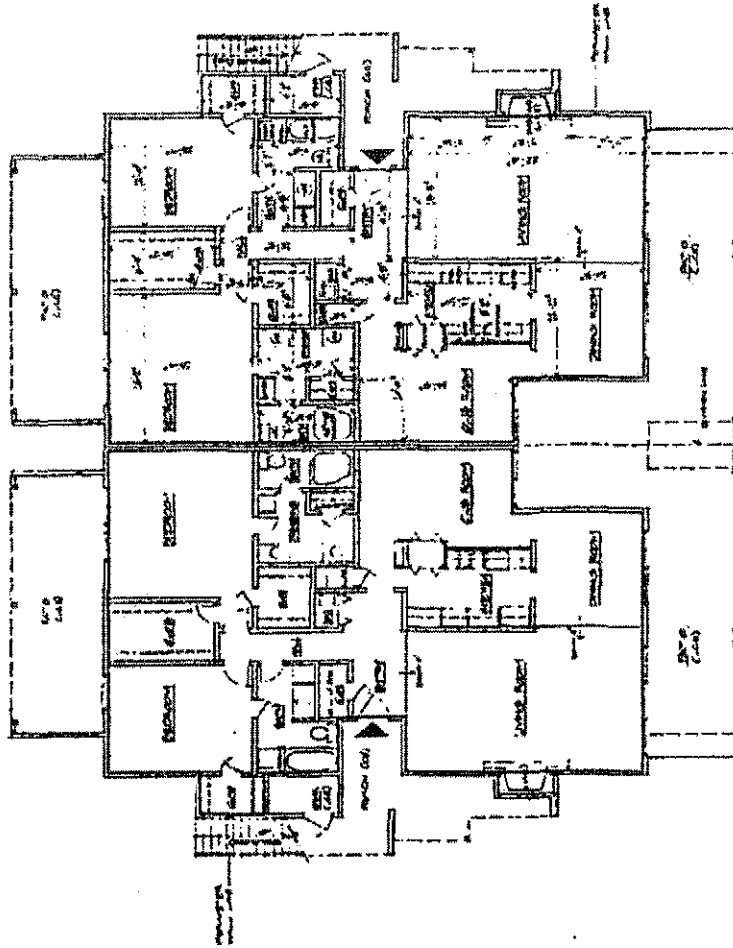


⑨ THE FLOOR PLAN
 IS APPROXIMATE
 AND IS NOT TO BE USED FOR
 ANY PURPOSES OTHER THAN
 THAT FOR WHICH IT WAS
 PREPARED. THIS PLAN
 DOES NOT REPRESENT
 A GUARANTEE OF
 ACCURACY.

LEGEND
 - - - - - COMMON WALL
 - - - - - WALL WITH DOUBLE GLAZING
 - - - - - WALL WITH SINGLE GLAZING
 - - - - - WALL WITH INSULATION

UNIT TYPE 'B'
 BUILDING 1, 2, 3, 10

0000 PENN



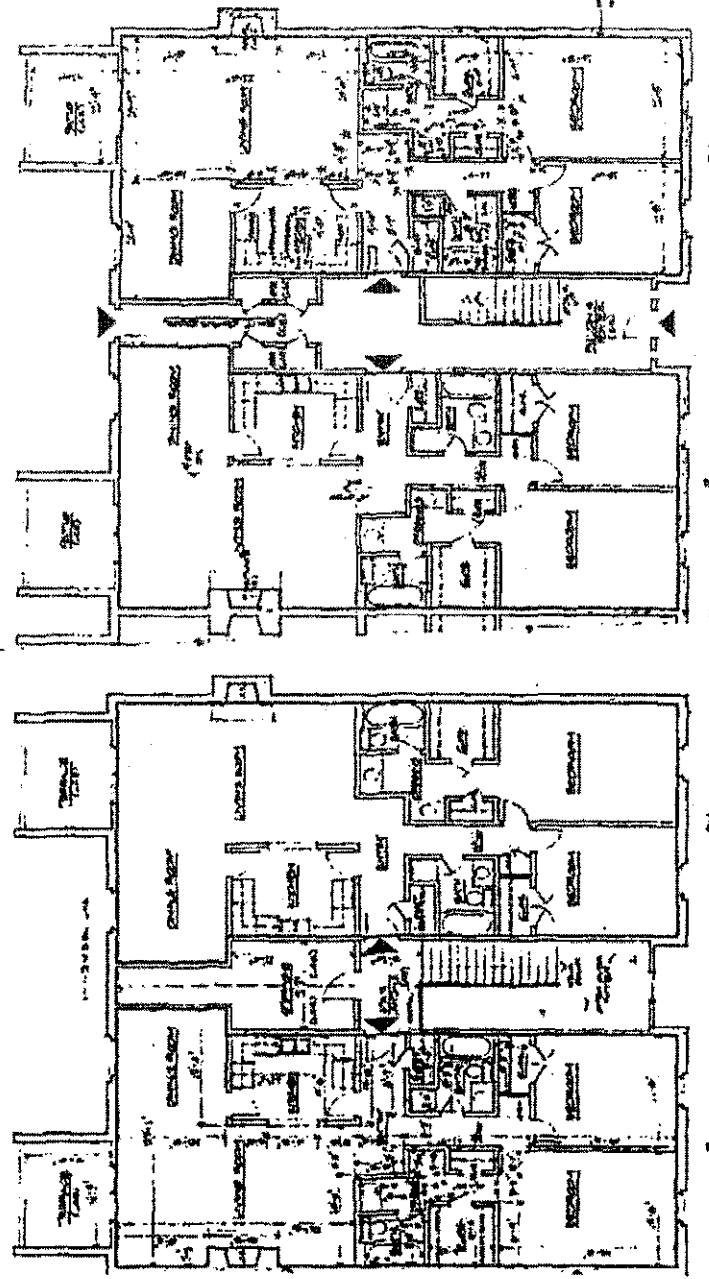
②
 UNIT TYPE 'C'
 6000 PENN

LEGEND
 - - - - - EXISTING
 - - - - - UNIT CHANGES
 - - - - - UNIT CHANGES SUBJECT TO APPROVAL BY THE BOARD OF APARTMENT OWNERS

6000 PENN

BOOK 5076 PG 960

EXHIBIT B
 SHEET 2 OF 13



① THE SECOND FLOOR PLAN
 AS SHOWN ON SHEET 1 OF 13

25 250 275 - 2500 SQ FT
 25 275 275 - 2500 SQ FT
 25 275 275 - 2500 SQ FT
 25 275 275 - 2500 SQ FT

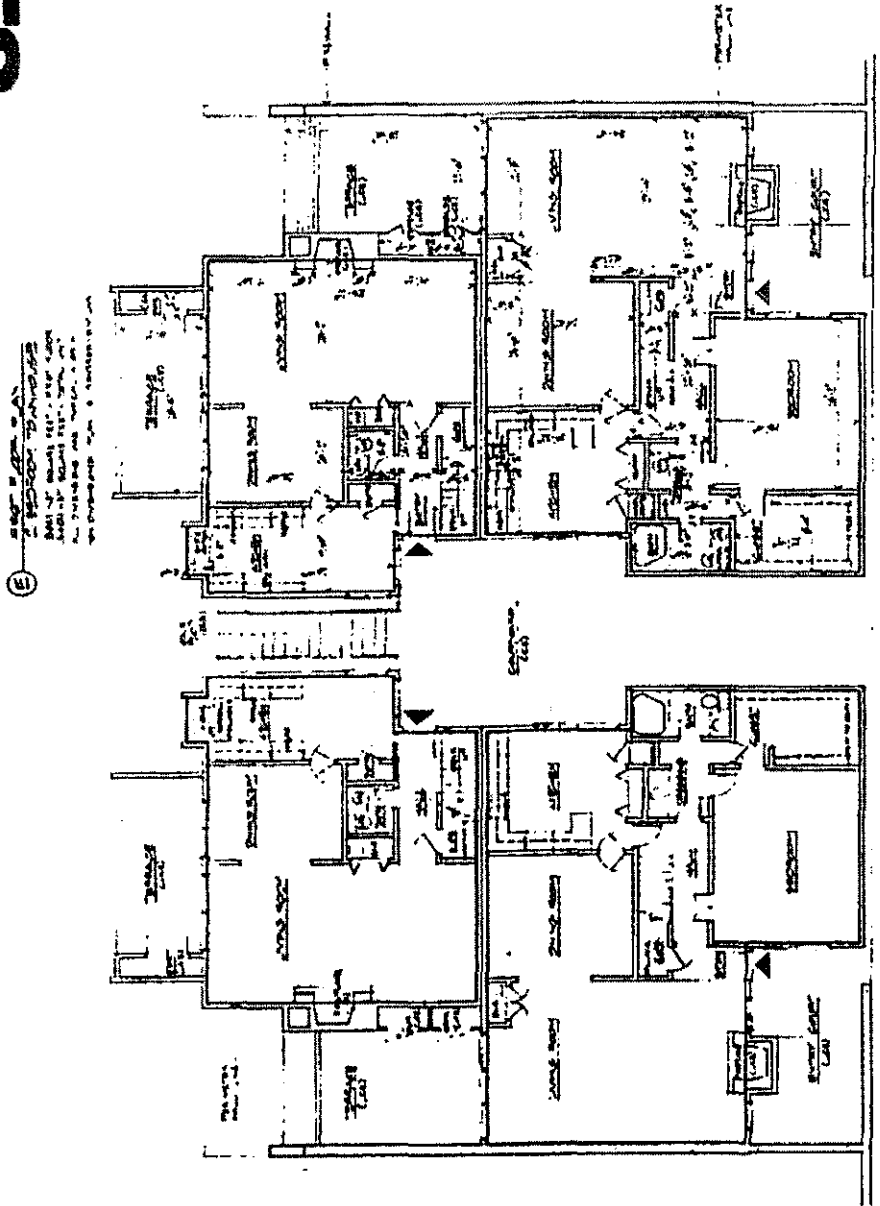
② THE FIRST FLOOR PLAN
 AS SHOWN ON SHEET 1 OF 13

25 250 275 - 2500 SQ FT
 25 275 275 - 2500 SQ FT
 25 275 275 - 2500 SQ FT
 25 275 275 - 2500 SQ FT

LINE NO. 10
 P. 1008 11.11

6000 PENN

LEGEND
 25 250 275 - 2500 SQ FT
 25 275 275 - 2500 SQ FT
 25 275 275 - 2500 SQ FT
 25 275 275 - 2500 SQ FT



1. ALL ROOMS TO BE FINISHED TO MATCH EXISTING CONDITIONS. ALL FINISHES TO BE AS SHOWN ON THESE PLANS. ALL WORK TO BE DONE IN ACCORDANCE WITH THE CITY OF PHOENIX PLUMBING AND MECHANICAL CODES.

2. FIRST FLOOR PLAN
A. RECEPTION BUILDING
1. ALL ROOMS TO BE FINISHED TO MATCH EXISTING CONDITIONS. ALL FINISHES TO BE AS SHOWN ON THESE PLANS. ALL WORK TO BE DONE IN ACCORDANCE WITH THE CITY OF PHOENIX PLUMBING AND MECHANICAL CODES.

LEGEND
 - - - - - Common Wall
 - - - - - 1/2" Jamb
 - - - - - 1/2" Jamb
 - - - - - 1/2" Jamb
 - - - - - 1/2" Jamb

IN THE CITY OF PHOENIX, ARIZONA

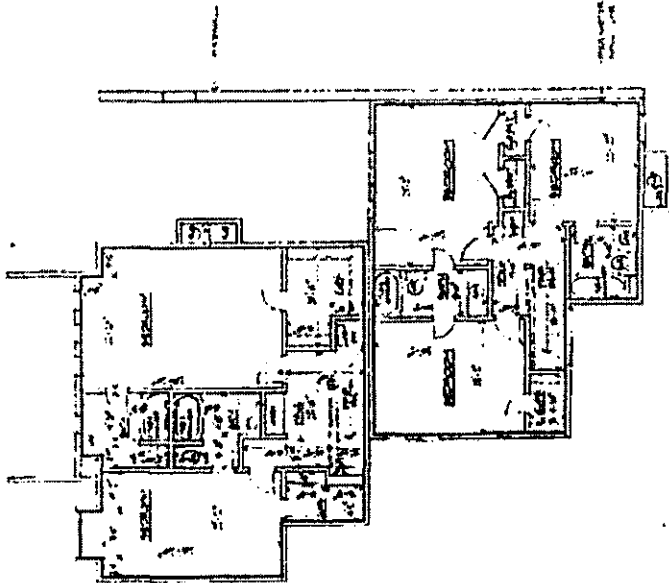
9000 PENN

BOOK 5076 PG 962

EXHIBIT B
6-27-10

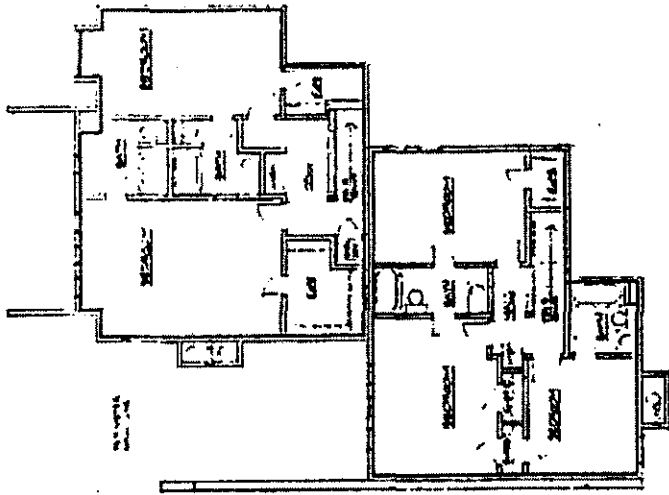
MICHAEL

Notes: See also the floor plan for the building at 1000 N. 1st Street, Phoenix, Arizona. The building is a two-story structure with a total area of approximately 10,000 square feet. The building is located at 1000 N. 1st Street, Phoenix, Arizona. The building is a two-story structure with a total area of approximately 10,000 square feet. The building is located at 1000 N. 1st Street, Phoenix, Arizona.



LEGEND
 1. ALL ROOMS ARE TO BE FINISHED TO THE SAME STANDARD AS THE EXISTING BUILDING.
 2. ALL ROOMS ARE TO BE FINISHED TO THE SAME STANDARD AS THE EXISTING BUILDING.
 3. ALL ROOMS ARE TO BE FINISHED TO THE SAME STANDARD AS THE EXISTING BUILDING.

GOOD DENN



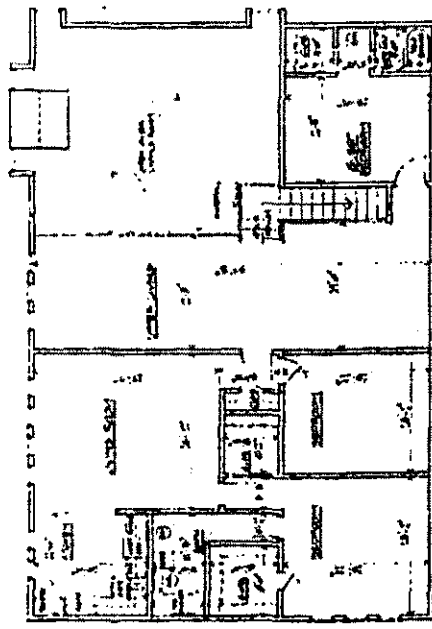
LEGEND
 1. ALL ROOMS ARE TO BE FINISHED TO THE SAME STANDARD AS THE EXISTING BUILDING.
 2. ALL ROOMS ARE TO BE FINISHED TO THE SAME STANDARD AS THE EXISTING BUILDING.
 3. ALL ROOMS ARE TO BE FINISHED TO THE SAME STANDARD AS THE EXISTING BUILDING.

GOOD DENN

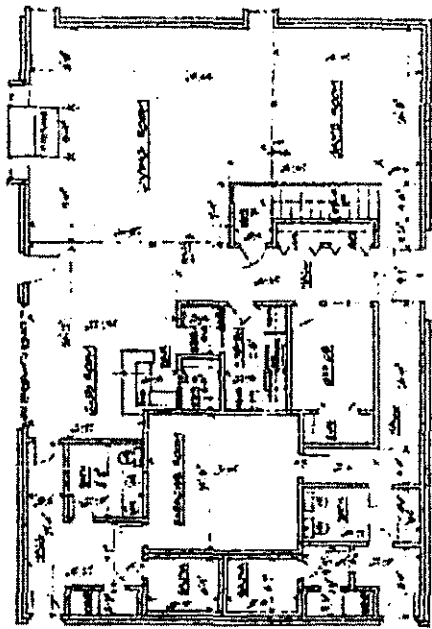
NOTE:
 THIS IS A COPY OF THE
 AS-BUILT DRAWING
 OF THE UPPER FLOOR
 AND LOWER FLOOR OF BUILDING
 1000 PENN. BUILDING
 AND THE LOWER FLOOR
 GARAGE. BOTH OF
 WHICH ARE COMMON
 TO THE AIR CORPS
 BUILDING (CB).

EXHIBIT 3
 SHEET 1 OF 3

BOOK 5076 PG 963



1000 PENN. BUILDING
 UPPER FLOOR
 PLAN - 1981
 AS-BUILT DRAWING
 AND DIMENSIONS ARE SHOWN.

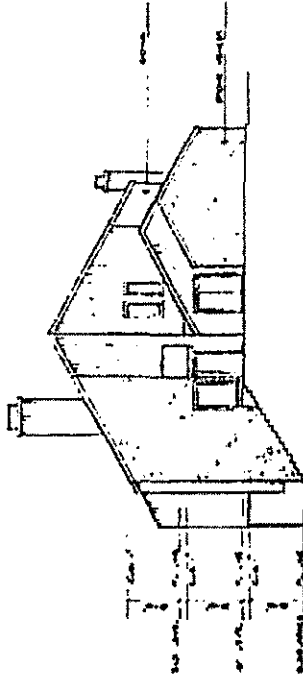


1000 PENN. BUILDING
 LOWER FLOOR
 PLAN - 1981
 AS-BUILT DRAWING
 AND DIMENSIONS ARE SHOWN.

BUILDING 1000
 PENN. BUILDING

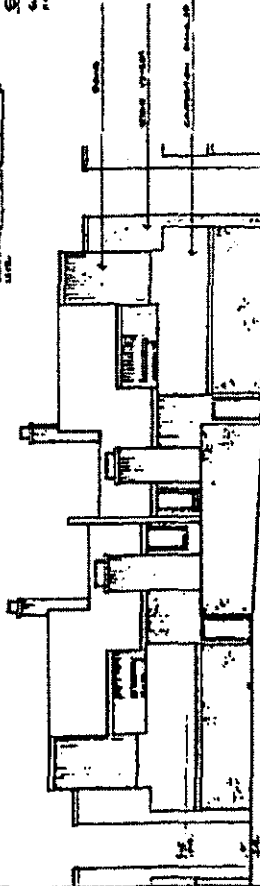
1000 PENN. BUILDING

BOOK 5076 PG 964



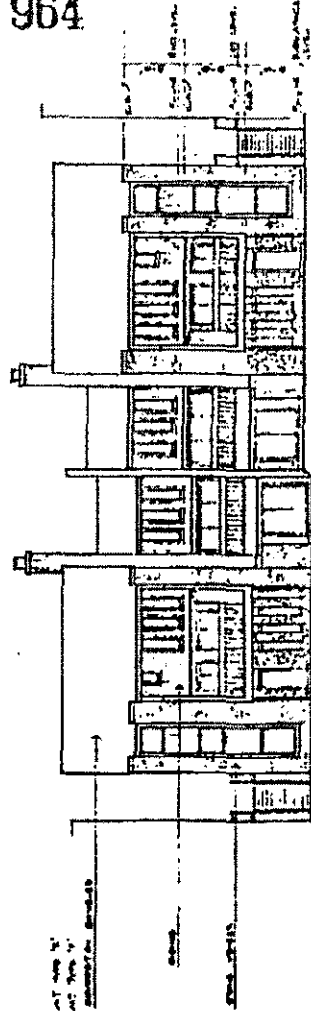
SIDE ELEVATION

SEE PLAN FOR LOCATION OF THIS ELEVATION
 SEE PLAN FOR LOCATION OF THIS ELEVATION
 SEE PLAN FOR LOCATION OF THIS ELEVATION



PARKING ELEVATION

SEE PLAN FOR LOCATION OF THIS ELEVATION
 SEE PLAN FOR LOCATION OF THIS ELEVATION
 SEE PLAN FOR LOCATION OF THIS ELEVATION



REAR YARD ELEVATION

SEE PLAN FOR LOCATION OF THIS ELEVATION
 SEE PLAN FOR LOCATION OF THIS ELEVATION
 SEE PLAN FOR LOCATION OF THIS ELEVATION

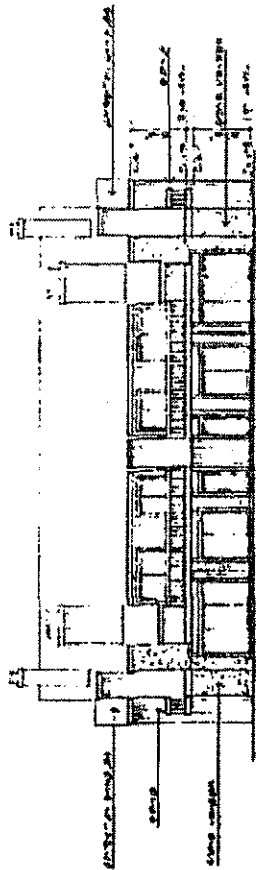
0000 PENN

ELEVATIONS OF BUILDINGS
 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

EXHIBIT B
 PART A OF 2

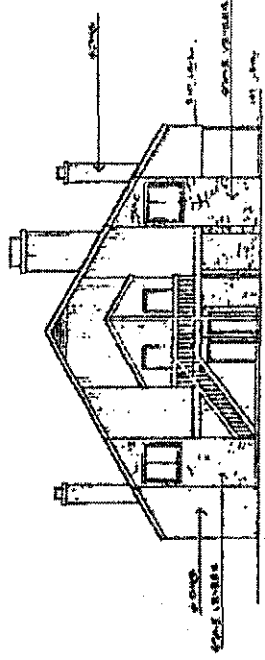
BOOK 5076 PG 965

EXHIBIT B
Sheet 10 of 10



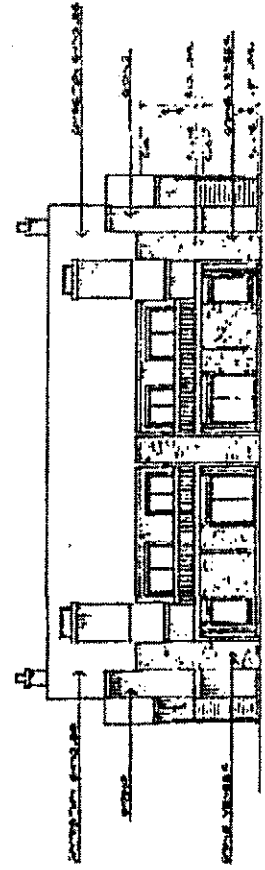
WESTWARD ELEVATION

NOT TO SCALE - SEE PLAN FOR DIMENSIONS
SEE PLAN FOR WINDOW SIZES AND LOCATIONS



SIDE ELEVATION

NOT TO SCALE - SEE PLAN FOR DIMENSIONS
SEE PLAN FOR WINDOW SIZES AND LOCATIONS



EASTWARD ELEVATION

NOT TO SCALE - SEE PLAN FOR DIMENSIONS
SEE PLAN FOR WINDOW SIZES AND LOCATIONS

ELEVATIONS OF BUILDINGS

0000 PENN

VETERANS ADMINISTRATION, U.S.D.A. FARMERS HOME ADMINISTRATION, AND U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT HOUSING - FEDERAL HOUSING COMMISSIONER

For accurate register of carbon copies, form may be separated along above fold. Staple completed sheets together in original order.

Proposed Construction Under Construction Completed DESCRIPTION OF MATERIALS No. (To be inserted by HUD, VA or FmHA)

Property address 6000 Penn City Oklahoma City State Oklahoma

Mortgagor or Sponsor American Mortgage Investment Company

Contractor or Builder 6000 Penn Condominiums, Inc. 6000 Penn

INSTRUCTIONS

- 1. For additional information on how this form is to be submitted, number of copies, etc., see the instructions... 2. Describe all materials and equipment to be used... 3. Work not specifically described or shown will not be considered unless required, then the minimum acceptable will be assumed.

1. EXCAVATION: Bearing soil, type Top soil and sod
2. FOUNDATIONS: Footings: concrete mix Five slump; strength psi 2000; Reinforcing steel
Foundation wall: material Concrete seven slump; Reinforcing steel
Interior foundation wall: material eight slump; 'T' Party foundation wall Five slump
Columns: material and sizes five slump
Piers: material and reinforcing five slump steel
Girders: material and sizes five slump
Sills: material seven slump
Basement entrance airway n/a; Window airways seven slump
Waterproofing sealing liquid brush; Footing drains seven slump
Termite protection sprayed
Basementless space: ground cover n/a; insulation n/a; foundation vents n/a
Special foundations n/a
Additional information: n/a

3. CHIMNEYS: Material Fire Brick Blue Area; Prefabricated (make and size) n/a
Flue lining: material above; Heater flue size n/a; Fireplace flue size 6-8"
Vents (material and size): gas or oil heater n/a; water heater central
Additional information: n/a

4. FIREPLACES: Type: solid fuel; gas-burning; circulator (make and size) Ash dump and clean-out YES
Fireplace facing metal; lining brick; hearth wood; mantel wood
Additional information: n/a

5. EXTERIOR WALLS: Wood frame: wood grade, and species FVR#5; Corner bracing Building paper or felt felt
Sheathing; thickness 4x8; width 1/2"; solid; spaced; diagonal
Siding Rock/wood; grade T111; type; size; exposure; fastening nailed
Shingles comp; grade; type; size; exposure; fastening nailed
Stucco n/a; thickness n/a; lath n/a; weight lb
Masonry: solid; faced; stuccoed; total wall thickness 6"; facing thickness 1"; facing material rock
Backup material; thickness; bonding
Door sills white pine; Window sills marble; Lintels; Base flashing
Interior surfaces: dampproofing yes; coats of 2 coats; furring
Additional information:
Exterior painting: material latex paint; number of coats
Cable wall construction: same as main walls; other construction

6. FLOOR FRAMING: Joists: wood, grade, and species 2x6"-2x8"-2x12"-FVR#3; bridging; anchor
Concrete slab: basement floor; first floor; ground supported; self-supporting; thickness
reinforcing steel; insulation STAR foam; membrane
Fill under slab: material sand; thickness 12"; Additional information

7. SUBFLOORING: (Describe underflooring for special floors under item 21.)
Material, grade and species; size; type
Laid: first floor; second floor; attic; sq. ft.; diagonal; right angles; Additional information

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

Table with columns: Location, Room, Grade, Species, Dimensions, Width, Base Paper, Finish. Rows for First floor, Second floor, and Site floor.

DESCRIPTION OF MATERIALS

9. PARTITION FRAMING: Studs: wood, grade, and species FVR#3 size and spacing 12inch Other _____
 Additional information: _____
10. CEILING FRAMING: Joists: wood, grade, and species FVR#5 2'6" Other _____ Bridging _____
 Additional information: _____
11. ROOF FRAMING: Rafters: wood, grade, and species FVR#6 2'6" Roof trusses (see detail): grade and species 2'4" FVR#3
 Additional information: _____

12. ROOFING: Sheathing: wood, grade, and species Ply wood : solid; spaced _____ " o.c.
 Roofing comp ; grade n/a ; size n/a ; type n/a
 Underlay Tar paper 90 pound ; weight or thickness _____ ; size _____ ; fastening _____
 Built-up roofing n/a ; number of plies _____ ; surfacing material _____
 Flashing: material 10 ; gage or weight 22 gage ; gravel stops; snow guards
 Additional information: _____

13. GUTTERS AND DOWNSPOUTS: Gutters: material metal ; gage or weight 20 ; size 3" ; shape SQUARE
 Downspouts: material _____ ; gage or weight _____ ; size _____ ; shape _____ ; number _____
 Downspouts connected to: Storm sewer; sanitary sewer; dry-well. Splash blocks: material and size _____
 Additional information: _____

14. LATH AND PLASTER: Lath walls, ceilings: material _____ ; weight or thickness _____ Plaster: coats _____ ; finish _____
 Dry-wall walls, ceilings: material 1/2" sheetrock; thickness 1/2"; finish textured
 Joint treatment tape and bed

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

Rooms	Wall Finish Material and Application	Ceiling Finish Material and Application
Kitchen	wallpaper	textured paint
Bath	wallpaper	textured paint
Other	paint	textured paint

Additional information: _____

16. INTERIOR DOORS AND TRIM: Doors: type solid core ; material wood ; thickness 3"
 Door trim: type white pine; material _____ Base: type pine ; material #3 ; size _____
 Finish: doors stain and paint ; trim _____
 Other trim (item, type and location) _____
 Additional information: _____

17. WINDOWS: Windows: type storm ; make thermopane ; material aluminium ; sash thickness 4"
 Glass: grade tempered ; sash weights; balances: type n/a ; lead flashing n/a
 Trim: type marble ; material marble ; Paint n/a ; material _____ ; number coats n/a
 Weatherstripping: type caulking ; material Butal ; Storm sash, number _____
 Screens: full; half: type _____ ; number _____ ; screen cloth material _____
 Basement windows: type n/a ; material _____ ; Screens, number _____ ; Storm sash, number _____
 Special windows n/a
 Additional information: _____

18. ENTRANCES AND EXTERIOR DETAIL: Main entrance door: material solid wood ; width 36" ; thickness 1 1/2" ; Frame: material _____ ; thickness _____
 Other entrance doors: material n/a ; width _____ ; thickness _____ ; Frame: material _____ ; thickness _____
 Head flashing _____ ; Weatherstripping: type _____ ; saddle _____
 Screen doors: thickness n/a ; number _____ ; screen cloth material _____ ; Storm doors: thickness _____ ; number _____
 Combination storm and screen doors: thickness 1/2" ; number 80 ; screen cloth material _____
 Shutters: hinged; fixed. Railings n/a ; Attic louvers _____
 Exterior millwork: grade and species latic ; Paint sealed ; number coats _____
 Additional information: n/a

19. CABINETS AND INTERIOR DETAIL: Kitchen cabinets, wall units: material ash ; lineal feet of shelves uk ; shelf width 14"
 Base units: material uk ; counter top tile/formica ; edging _____
 Back and end splash n/a ; Finish of cabinets stain ; number coats _____
 Medicine cabinets: make uk ; model _____
 Other cabinets and built-in furniture _____
 Additional information: _____

20. STAIRS:

Stair	Treads		Risers		String		Handrail		Balustrade	
	Material	Thickness	Material	Thickness	Material	Size	Material	Size	Material	Size
Basement										
Main				wood	4'4"					
Attic										

Disappearing make and model number _____
 Additional information: _____

21. SPECIAL FLOORS AND WAINSCOT: Describe Carpet as listed in Certified Products Directory)

FLOOR	LOCATION	MATERIAL, COLOR, BORDER, STER, GRADE, ETC.	THRESHOLD MATERIAL	WALL BASE MATERIAL	UNDERFLOOR MATERIAL
	Kitchen	None			
Bath		Various colors 2802 to 3602	metal	lacked	3/8" pad

WAINSCOT	LOCATION	MATERIAL, COLOR, BORDER, CAP, STER, GRADE, ETC.	HEIGHT	HEIGHT OVER TUB	HEIGHT IN SHOWER (FROM FLOOR)
	Bath				

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

22. PLUMBING:

FIXTURE	NUMBER	LOCATION	MAKE	MFR'S FIXTURE IDENTIFICATION No	SIZE	COLOR
Sink	316	Bath/Kitch/Bar		n/a	VARIOUS	WHITE
Lavatory	152	bath		n/a	VARIOUS	
Water closet	n/a	n/a		n/a		
Bathtub	140	bath		n/a	VARIOUS	
Shower over tub ^Δ	140	bath		n/a	VARIOUS	
Stall shower ^Δ	0					
Laundry trays						

Curtain rod Door Shower pan: material Fiberglass
 Water supply: public; community system; individual (private) system.*
 Sewage disposal: public; community system; individual (private) system.*
 *Show and describe individual system in complete detail in separate drawings and specifications according to requirements.
 House drain (inside): cast iron; tile; other _____ House sewer (outside): cast iron; tile; other _____
 Water piping: galvanized steel; copper tubing; other _____ Sill cocks, number _____
 Domestic water heater: type central; make and model _____; heating capacity _____
 _____ gph. 100' rise. Storage tank: material _____, capacity 1800 gallons.
 Gas service: utility company; liq. pet. gas; other _____ Gas piping: cooking; house heating.
 Footing drains connected to: storm sewer; sanitary sewer; dry well. Sump pump: make and model n/a
 _____; capacity _____; discharges into _____

23. HEATING:

Hot water. Steam. Vapor. One-pipe system. Two-pipe system.
 Radiators. Convectors. Baseboard radiation. Make and model _____
 Radiant panel: floor; wall; ceiling. Panel coil: material _____
 Circulator. Return pump. Make and model _____; capacity _____ rpm.
 Boiler: make and model IBC Output _____ Btu/h.; net rating _____ Btu/h.
 Additional information: n/a
 Warm air: Gravity. Forced. Type of system _____
 Duct material: supply IBC; return IBC Insulation fiberglass thickness 8/30 Outside air intake.
 Furnace: make and model IBC Input _____ Btu/h.; output _____ Btu/h.
 Additional information: n/a
 Space heater: floor furnace; wall heater. Input _____ Btu/h.; output _____ Btu/h.; number units _____
 Make, model _____ Additional information: _____
 Controls: make and type _____
 Additional information: n/a
 Fuel: Coal; oil; gas; liq. pet. gas; electric; other _____; storage capacity _____
 Additional information: _____
 Firing equipment furnished separately: Gas burner, conversion type. Stoker: hopper feed bin feed
 Oil burner: pressure atomizing; vaporizing _____
 Make and model _____ Control _____
 Additional information: n/a
 Electric heating system: type _____ Input _____ watts; G _____ volts; output _____ Btu/h.
 Additional information: n/a
 Ventilating equipment: attic fan, make and model n/a, capacity _____ cfm.
 kitchen exhaust fan, make and model frigidaire
 Other heating, ventilating, or cooling equipment _____

24. ELECTRIC WIRING:

Service: overhead. underground. Panel fuse box; circuit-breaker, make _____, No. circuits _____
 Wiring: conduit. armored cable. nonmetallic cable. knob and tube. other _____
 Special outlets: range; water heater. other _____
 Panel Chimes. Push-button locations 80 Additional information: n/a

25. LIGHTING FIXTURES:

Total number of fixtures 668 Total allowance for fixtures, typical installation, \$ n/a
 Nontypical installation n/a
 Additional information _____

DESCRIPTION OF MATERIALS

26. INSULATION:

LOCATION	THICKNESS	MATERIAL, TYPE, AND METHOD OF INSTALLATION	VAPOUR BARRIER
Roof	1/16	90 pound comp tar paper	OK
Ceiling	8	rock wool	
Wall	3		
Floor			

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

HARDWARE: (make, material, and finish.)

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

PORCHES: concrete wood

TERRACES: wood

GARAGES: none

WALKS AND DRIVEWAYS:

Driveway: width 10'-40'; base material concrete; thickness 3"; surfacing material asphalt; thickness _____"
 Front walk: width 3'; material concrete; thickness 3"; Service walk: width _____; material _____; thickness _____"
 Steps: material _____; treads _____; nosing _____; Check walls _____

OTHER ONSITE IMPROVEMENTS:

(Specify all exterior onsite improvements not described elsewhere, including items such as unusual grading, drainage structures, retaining walls, fences, railings, and accessory structures.)

LANDSCAPING, PLANTING, AND FINISH GRADING:

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

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

Date _____ Signature _____

EXHIBIT "C"

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

UNIT PERCENTAGES FOR ASSESSMENT AND OWNERSHIP

<u>Unit</u>	<u>Ownership and Assessment Share</u>
1	1.15
2	1.15
3	1.15
4	1.15
5	1.15
6	1.15
7	1.15
8	1.15
9	1.15
10	1.15
11	1.15
12	1.15
13	1.15
14	1.15
15	1.15
16	1.15
17	1.15
18	1.15
19	1.15
20	1.15
21	1.50
22	.80
23	.80
24	.80
25	.80
26	1.50
27	1.50
28	.80
29	.80
30	.80
31	.80

32	1.50
33	.92
34	1.49
35	1.94
36	.92
37	1.49
38	1.94
39	.92
40	1.49
41	1.94
42	.92
43	1.49
44	1.94
45	.92
46	1.49
47	1.94
48	.92
49	1.49
50	1.94
51	.92
52	1.49
53	1.94
54	.92
55	1.49
56	1.94
57	.92
58	1.49
59	1.94
60	.92
61	1.49
62	1.94
63	.92
64	1.49
65	1.94
66	.92
67	1.49
68	1.94
69	1.50
70	.80
71	.80
72	.80
73	.80
74	1.50
75	1.50
76	.80

BOOK 5076 PG 973

77
78
79
80

.80
.80
.80
1.50
100.00

"EXHIBIT D"

BOOK 5076 PG 974

BY-LAWS
OF
6000 PENN ASSOCIATION, INC.

The name of the organization shall be 6000 Penn Association, Inc.

ARTICLE 1

PURPOSE AND PARTIES

1.1 Governance of Condominium Regime. The purpose for which this non-profit corporation is formed is to govern the unit ownership estate project known as 6000 Penn Condominium, hereinafter referred to as "Project", situated in the County of Oklahoma, State of Oklahoma, which property is described in the Declaration of Conditions, Covenants and Restrictions ("Declaration") of 6000 Penn Condominium and which property has been submitted to the regime created by the Unit Ownership Act of the State of Oklahoma by the recording of the Declaration and the exhibits thereto, including a true and correct copy hereof. All definitions contained in said Declaration shall apply hereto and are incorporated herein by reference.

1.2 Owners Subject to These By-Laws; Acceptance of By-Laws. All present or future Owners, tenants, future tenants of any Unit, or any other person who might use in any manner the facilities of the Project are subject to the provisions and any regulations set forth in these By-Laws. The mere acquisition, lease or rental of any Unit or the mere act of occupancy of a Unit will signify that these By-Laws are accepted, approved, ratified, and will be complied with in all respects.

MEMBERSHIP, VOTING, MAJORITY OF
CO-OWNERS ("Owners"), QUORUM, PROXIES

2.1 Membership. Except as is otherwise provided in these By-Laws, ownership of a Unit is required in order to qualify for membership in this Association. Any person on becoming an Owner of a Unit shall mandatorily and automatically become a member of this Association and be subject to the By-Laws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Unit, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with this Association during the period of such ownership and membership in this Association, or impair any rights or remedies which the Owners have, either through the Board of Directors of the Association or directly, against such former Owner and member arising out of or in any way connected with ownership and membership and the covenants and obligations incident thereto.

2.2 Voting. Voting shall be on a percentage basis and the percentage of the vote to which the Owner is entitled is the percentage assigned to the Unit or Units in the Declaration.

2.3 "Majority of Unit Owners" means the Owners of more than fifty percent (50%) of the aggregate interest in the Common Elements as established by the Declaration. Any specified percentage of Unit Owners means such percentage in the aggregate of such undivided ownership.

2.4 Quorum for Owners' Meetings. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Owners representing thirty-three and one-third percent (33 1/3%) of the Common Elements shall constitute a quorum. In the event a quorum is not present, then the meeting called shall be adjourned, and notice of a new meeting for the same purposes within two (2) to four (4) weeks shall be sent by mail, at which meeting the number of Owners represented in person or by proxy shall be sufficient to constitute a quorum. An affirmative vote of a majority of the Unit Owners either in person or by proxy shall be required to transact the business of the meeting.

2.5 Proxies. Votes may be cast in person or by written proxy. Proxies must be filed with the Secretary or Assistant Secretary of the Association before the appointed time of each meeting.

ARTICLE 3

ADMINISTRATION

3.1 Association Responsibilities. The 6000 Penn Association, Inc., an Oklahoma corporation, hereinafter referred to as "Association", will have the responsibility of administering the Project through a Board of Directors.

3.2 Place of Meeting. Meetings of the Association shall be held at such suitable place, convenient to the Owners, as the Board of Directors may determine.

3.3 Annual Meetings. The first annual meeting of the Association shall be held on the first occurring of January 1, 1986 or within one hundred twenty (120) days after the date by which seventy-five (75%) of the Units (i.e., sixty [60]) have been conveyed to Unit purchasers. Thereafter, the annual meetings of the Association shall be held on the first Monday in the month of January of each succeeding year. At such meetings there shall be elected by ballot of the Owners a Board of Directors in accordance with the requirements of Paragraph 4.5 of these By-Laws. The Owners may also transact such other business of the Association as may properly come before them.

←
Amended
1/7/13 by
4th

3.4 Special Meetings. It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by a majority in voting interest of the Owners and having been presented to the Secretary or Assistant Secretary of the Association. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business except as stated in the notice shall be transacted at a special meeting unless by consent of two-thirds (2/3), in interest, of the Owners present, either in person or by proxy. Any such meetings shall be held after the first annual meeting and shall be held within thirty (30) days after receipt by the President of such resolution or petition.

3.5 Notice of Meetings. It shall be the duty of the Secretary or Assistant Secretary of the Association to mail a notice of each meeting, stating the purpose thereof, the items on the agenda, including the general nature of any proposed amendment to the Declaration or By-Laws, as well as the time and place it is to be held, to each Owner of record and to first mortgagees of record which shall be entitled to send a representative to attend such meeting, at least ten (10) days, but not more than thirty (30) days, prior to such meeting. The mailing of notice in the manner provided in this paragraph shall be considered notice served.

3.6 Adjourned Meetings. If any meeting of Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting, from time to time, until a quorum is obtained; however, the place of the meeting must remain as stated in the notice.

3.7 Order of Business. The order of business at all meetings of the Owners shall be as follows:

- (a) Roll call and certifying proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of unapproved minutes;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of directors, as applicable;
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

ARTICLE 4

BOARD OF DIRECTORS

~~4.1 Number, Qualification and Appointment or Election. Until the first annual meeting of the Association, the affairs of the Association shall be governed by a Board of Directors consisting of from three (3) to five (5) persons appointed by Declarant. At such first meeting, there shall be elected any three (3) to five (5) members of the Association to the Board of Directors, a majority of whom must be Unit Owners and who shall thereafter govern the affairs of this Association until their successors have been duly elected and qualified.~~

Modified in 2nd
Amendment to
Declaration on
12/29/92

Amended
1/7/13 by
4th

4.2 General Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a first class Project. The Board of Directors may do all such acts and things except as prohibited by law or by these By-Laws or by the Declaration.

4.3 Other Powers and Duties. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following, all of which shall be done for and on behalf of the Owners of the Project:

4.3.1 Administration. To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration submitting the property to the provisions of the Unit Ownership Estate Act of the State of Oklahoma, the By-Laws of the Association and supplements and amendments thereto.

4.3.2 Rules. To establish, make and enforce compliance with such reasonable house rules as may be necessary for the operation, use and occupancy of the Project with the right to amend same from time to time. A copy of such rules and regulations shall be delivered or mailed to each Owner within five (5) days following the adoption thereof.

4.3.3 Maintenance of Common Elements. To keep in good order, condition and repair all of the Common and Limited Common Elements and all items of common personal property used by the Owners in the enjoyment of the entire premises.

4.3.4 Insurance. To insure and keep insured all of the insurable Common and Limited Common Elements of the property and Units in an amount equal to their maximum replacement value as is provided in the Declaration. To insure and keep insured all of the common fixtures, equipment and personal property for the benefit of the Owners of the Units and their mortgagees. Further, to obtain and maintain comprehensive general

liability insurance coverage for at least One Million Dollars (\$1,000,000.00) per occurrence, for personal injury and/or property damage.

- 4.3.5 Budget; Determination of Assessments; Increase or Decrease Same; Levy of Special Assessments. To prepare a budget for the Project, at least annually, determine the amount of common charges payable by the Owners to meet the Common Expenses of the Project, and allocate and assess such common charges among the Owners according to their respective common ownership interests in and to the Common Elements, and by a majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments, and remit or return any excess of assessments over expenses, working capital, sinking funds, reserve for deferred maintenance and for replacement to the Owners at the end of each operating year. To levy and collect special assessments, whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies.
- 4.3.6 Enforcement of Assessment Lien Rights. To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner who may be in default as is provided for in the Declaration and these By-Laws. To collect interest at the rate of fifteen percent (15%) per annum in connection with assessments remaining unpaid more than fifteen (15) days from due date for payment thereof, together with all expenses, including attorney's fees incurred.
- 4.3.7 Protect and Defend. To protect and defend the entire premises from loss and damage by suit or otherwise.
- 4.3.8 Borrow Funds. To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration and these By-Laws, and

to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary. Such indebtedness shall be the several obligations of all of the Owners in the same proportion as their interest in the Common Elements.

- 4.3.9 Contract. To enter into contracts within the scope of their duties and powers.
- 4.3.10 Bank Account. To establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors.
- 4.3.11 Manage. To make repairs, additions, alterations and improvements to the Common Elements consistent with managing the Project in a first class manner and consistent with the best interests of the Unit Owners.
- 4.3.12 Books and Records. To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof by each of the Owners and each first mortgagee, to cause a complete audit of the books and accounts by auditors once a year, and to allow mortgagees and owners to receive, upon request, such annual audited financial statements of the Association within ninety (90) days following the end of the fiscal year of the Association.
- 4.3.13 Annual Statement. To prepare and deliver annually to each Owner a statement showing receipts, expenses, and disbursements since the last such statement.
- 4.3.14 Meetings. To meet at least once each quarter; provided, that any Board of Directors meeting may be attended and conducted by telephone or other device which permits all of the Directors in attendance to participate in such meeting, and provided further that any action required to

Amended
1/7/13 by
4th



be taken at any meeting of the Board of Directors, or any action which may be taken at such meeting; may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the Board.

- 4.3.15 Personnel. To designate, employ and dismiss the personnel necessary for the maintenance and operation of the Common and Limited Common Elements or other administration of the Project.
- 4.3.16 Administration of Association. In general, to carry on the administration of this Association and to do all of those things necessary and reasonable in order to carry out the governing and the operation of this Project.
- 4.3.17 Managing Agent. To employ for the Association a management agent (Managing Agent) who shall have and exercise all of the powers granted to the Board of Directors by the Declaration and By-Laws except for the powers of attorney-in-fact set forth in the Declaration.
- 4.3.18 Ownership of Units. To own, convey, encumber, lease or otherwise deal with Units conveyed to it as the result of enforcement of the lien for Common Expenses or otherwise.
- 4.3.19 All Things Necessary and Proper. To do all things necessary and proper for the sound and efficient management of the Project.
- 4.3.20 Tax Exempt Status. To determine each year the advisability of election of tax exempt status under Section 528 of the Internal Revenue Code of 1954 as amended and the regulations enacted thereunder, and to file in a timely manner all appropriate returns, elections, and other documents that may be required to implement that determination.

4.4 No Waiver of Rights. The omission or failure of the Association or any Owner to enforce the covenants, conditions,

restrictions, easements, use limitations, obligations or other provisions of the Declaration, the By-Laws or the regulations and house rules adopted pursuant thereto, shall not constitute or be deemed a waiver, modification or release thereof, and the Board of Directors or the Managing Agent shall have the right to enforce the same thereafter.

~~4.5 Election and Term of Office; Staggered Office. At the first annual meeting of the Association the term of office of one Director shall be fixed at three (3) years; the term of office of the second Director shall be fixed at two (2) years; and the term of office of the remaining Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting, except as is otherwise provided.~~

4.6 Vacancies in Board. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

4.7 Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by two-thirds (2/3) of the Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. Should any Director miss three (3) consecutive regular meetings of the Board of Directors, he shall be automatically removed from the Board and a successor selected and approved by the Board to fill his unexpired term.

4.8 Directors' Organization Meeting. The first meeting of a newly elected Board of Directors following the annual meeting of the Association shall be held within ten (10) days thereafter at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

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4.9 Directors' Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least one (1) such meeting shall be held during each calendar quarter. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, by telephone or by telegraph, at least five (5) days prior to the day named for such meeting.

4.10 Directors' Special Meetings. Special meetings of the Board of Directors may be called by the President on five (5) days' notice to each Director, given personally, by mail, by telephone or by telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary or Assistant Secretary of the Association in like manner and on like notice on the written request of one or more Directors.

4.11 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.12 Board of Directors' Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.13 Fidelity Bonds. The Board of Directors must require that all officers, directors, managers, trustees and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity insurance or bonds. The premiums on such insurance or bonds shall be a Common Expense.

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

ARTICLE 5

FISCAL MANAGEMENT

The provision for fiscal management of the Units for and on behalf of all of the Unit Owners as set forth in the Declaration shall be supplemented by the following provisions:

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

5.2 Accounts. The funds and expenditures of the Unit Owners by and through the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be Common Expenses:

- 5.2.1 Current expenses, which shall include all funds and expenditures within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves and to additional improvements.
- 5.2.2 Reserves for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.
- 5.2.3 Reserves for replacement (sinking funds), which shall include funds for repair or replacement required because of damage, wear or obsolescence.
- 5.2.4 Capital improvements, which shall include funds for construction of new improvements for which reserves for replacement have not been established.

ARTICLE 6

OFFICERS

6.1 Designation. The officers of the Association shall be a President, Vice President, Secretary, Assistant Secretary and Treasurer, all of whom shall be elected by the Board of Directors, and such assistant officers as the Board shall, from time to time, elect. Such assistant officers need not be members of the Board of Directors, but each shall be an Owner of a Unit or the Declarant or his representative(s).

6.2 Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office subject to the continuing approval of the Board.

6.3 Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may have his office removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. Members of the Board may only be removed by vote of the Owners as provided elsewhere in these By-Laws.

6.4 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors unless he is absent. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the Owners from time to time as he may, in his discretion, decide are appropriate to assist in the operation of the Association or as may be established by the Board or by the members of the Association at any regular or special meeting.

6.5 Vice President. The Vice President shall have all the powers and authority and perform all the functions and duties of the President, in the absence of the President, or his inability for any reason to exercise such powers and functions or perform such duties, and also perform any duties he is directed to perform by the President.

6.6 Secretary.

6.6.1 The Secretary shall keep all the minutes of the meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary and as is provided in the Declaration and the By-Laws.

6.6.2 The Secretary shall compile and keep up to date at the principal office of the Association a complete list of members and their last known addresses as shown on the records of the Association. Such list shall also show opposite each member's name the number or other appropriate designation of the Unit owned by such member, the undivided interest in the Common Elements and a description of the Limited Common Elements assigned for exclusive use in connection with such Unit. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

6.7 Assistant Secretary. The Assistant Secretary shall have all the powers and authority and shall perform all the functions and the duties of the Secretary, in the absence of the Secretary, or his inability for any reason to exercise such powers and functions or perform such duties, and also shall perform any duties he is directed to perform by the Secretary.

6.8 Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. In the event a Managing Agent has the responsibility of collecting and disbursing funds, the Treasurer shall review the accounts of the Managing Agent within fifteen (15) days after the first day of each month.

ARTICLE 7

INDEMNIFICATION OF OFFICERS,
DIRECTORS AND MANAGING AGENT

7.1 Indemnification. The Association shall indemnify, through insurance, commonly known as directors and officers liability insurance, or other means, every Director, officer, Managing Agent, their respective successors, personal representatives and heirs, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceedings to which he may be made a party by reason of his being or having been a Director, officer or Managing Agent of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director, officer or Managing Agent in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director, officer or Managing Agent may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as Common Expenses; provided, however, that nothing in this paragraph 7 shall be deemed to obligate the Association to indemnify any member or Owner of a Unit who is or has been a Director or officer of the Association with respect to any duties or obligations assumed or liability incurred by him under and by virtue of the Declaration.

7.2 No Personal Liability. Contracts or other commitments made by the Board of Directors, officers or the Managing Agent shall be made as agent for the Owners, and they shall have no personal responsibility on any such contract or commitment (except as Owners), and the liability of any Owner on such contract or commitment shall be limited to such proportionate share of the total liability thereof as the common interest of each Owner bears to the aggregate common interest of all of the Owners set forth on "Exhibit C" to the Declaration, except as provided in

paragraph 19 of the Declaration as to assessments for Common Expenses.

ARTICLE 8

Amended with
3rd Amendment
filed 08/29/2001

AMENDMENTS TO BY-LAWS

8.1 Amendments to By-Laws. These By-Laws may be amended in writing by the Association at a duly constituted meeting called for such purpose or in any regular meeting so long as the notice of such meeting sets forth the complete text of the proposed amendment. No amendment shall be effective unless approved by a seventy-five (75%) percent vote of the Unit Owners and unless set forth in an amended Declaration and duly recorded.

ARTICLE 9

MORTGAGES

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

9.2 Notice to Mortgagees. The Board of Directors, whenever so requested in writing by the holder, insurer, or guarantor of a first mortgagee of a Unit, shall promptly give written notice thereto of:

- 9.2.1 Any condemnation loss or any casualty loss which affects a material portion of the project or any Unit on which there is a first mortgage held, insured, or guaranteed by such mortgage holder, insurer or guarantor, as applicable;
- 9.2.2 Any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to a first mortgage held, insured or guaranteed by such holder or insurer or guarantor which remains uncured for a period of sixty (60) days;

9.2.3 Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

9.2.4 Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified in these By-Laws or in the Declaration.

9.3 Examination of Books by Owners and Mortgagees. Each Owner, lender, and the holders, insurers, and guarantors of first mortgages of a Unit shall be permitted to examine the Declaration, the By-Laws, and the books of account of the Unit at reasonable times, on business days, or under other reasonable circumstances and shall be permitted to receive, upon request, audited financial statements of the Association.

Amended
1/7/13 by
4th

ARTICLE 10

EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS AND DESIGNATION OF VOTING REPRESENTATIVE

10.1 Proof of Ownership. Except for those Owners who initially purchase a Unit from Declarant, any person, on becoming an Owner of a Unit, shall furnish to the Managing Agent or Board of Directors a true and correct copy of the original or a certified copy of the recorded instrument vesting that person with an interest or ownership in the Unit, which copy shall remain in the files of the Association. A member shall not be deemed to be in good standing nor shall he be entitled to vote at any annual or special meeting of members unless this requirement is first met.

10.2 Registration of Mailing Address. The Owner or several Owners of an individual Unit shall have one and the same registered mailing address to be used by the Association for mailing of monthly statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. Such registered address of an Owner or Owners shall be furnished by such Owner(s) to the Managing Agent or Board of Directors within fifteen (15) days after transfer of title, or after a change of address, and such registration shall be in written form and signed by all of the Owners of the

Unit or by such persons as are authorized by law to represent the interest of the Owner(s) thereof.

10.3 Designation of Voting Representative - Proxy.

10.3.1 If a Unit is owned by one person, his right to vote shall be established by the record title thereto. If title to a Unit is held by more than one person or by a firm, corporation, partnership, association, or other legal entity, or any combination thereof, such Owners shall execute a proxy appointing and authorizing one person or alternate persons to attend all annual and special meetings of members and thereat to cast whatever vote the Owner himself might cast if he were personally present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or sooner terminated by operation of law; provided, however, that within thirty (30) days after such revocation, amendment or termination, the Owners shall reappoint and authorize one person or alternate persons to attend all annual and special meetings as provided by this paragraph.

10.3.2 The requirements herein contained in this paragraph 10 shall be first met before an Owner of a Unit shall be deemed in good standing and entitled to vote at an annual or special meeting of members.

ARTICLE 11

OBLIGATIONS OF THE OWNERS

11.1 Assessments. All Owners shall be obligated to pay the monthly assessments imposed by the Association to meet the Common Expenses. The assessments imposed hereunder shall be due and payable monthly in advance. The amount of such assessments may be altered in accordance with paragraph 18 of the Declaration. A member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of members, within the meaning of these By-Laws, if, and only if, he shall have fully paid all assessments made or levied against him and the Unit or

Units owned by him, and is not in violation of any rule or regulation of the Association then in force.

11.2 Lien. The obligations of each Owner to pay assessments shall be secured by a lien on the Unit in favor of the Association and such obligation shall survive any sale thereof.

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

11.4 Maintenance and Repair.

11.4.1 Every Owner must perform promptly, at his own expense, all maintenance and repair work within his own Unit.

11.4.2 An Owner shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any common or limited common element damaged by his negligence or by the negligence of his family members, tenants, agents or guests.

11.5 Mechanic's Lien. Each Owner agrees to indemnify and to hold each of the other Owners harmless from any and all claims of mechanic's lien filed against other Units and the appurtenant Common Elements for labor, materials, services or other products incorporated in the Owner's Unit. In the event such a lien is filed and/or a suit for foreclosure of mechanic's lien is commenced, then within ten (10) days thereafter such Owner shall be required to discharge the same as provided by the laws of the State of Oklahoma and furnish evidence thereof to the Association in writing within ten (10) days after such discharge becomes final. Should such Owner fail so to do and the Association or its officers be made parties to any such suit, or be required to defend the same, all such costs including the Association's attorney fees shall be added to the assessments due from such Owner's Unit and paid with the next month's assessment falling due after the final determination of the Association's total expenses.

11.6 General. Each Owner shall comply strictly with the provisions of the recorded Declaration and these By-Laws and amendments thereto.

11.7 Internal Changes. An Owner shall not make structural modifications or alterations to his Unit or installations located therein or to the Limited Common Elements of which he has beneficial use without the prior written approval of the Association or its designated Architectural Control Committee. The Association shall be notified in writing by certified mail return receipt requested of the intended modifications through the Managing Agent, or if no Managing Agent is employed, then through the President of the Association. The Association shall have the obligation to answer an Owner's request within sixty (60) days after such notice, and failure to do so within such time shall mean that there is no objection to the proposed modifications or alterations. The Association's decision in this connection shall be final.

11.8 Use of Common Elements and Limited Common Elements. Each Owner may use the Common Elements, the appropriate Limited Common Elements, sidewalks, pathways, roads and streets located within the entire Project in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other Owners.

11.9 Right of Entry.

11.9.1 An Owner shall and does grant the right of entry to the Managing Agent or to any other person authorized by the Association in case of an emergency originating in or threatening his Unit, whether the Owner is present at the time or not.

11.9.2 An Owner shall permit the Association, or its representatives, to enter his Unit for the purpose of performing installations, alterations or repairs to the mechanical, electrical or utility services which, if not performed, would affect the use of other Unit(s); provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner. In case of an emergency, such right of entry shall be immediate.

11.10 Rules and Regulations.

- 11.10.1 The initial rules and regulations, which shall be effective until amended or supplemented by the Association, are annexed hereto and made a part hereof as Schedule "A."
- 11.10.2 The Board of Directors, pursuant to Article 4 of these By-Laws, reserves the power to establish, make and enforce compliance with such additional rules as may be necessary for the operation, use and occupancy of this Project with the right to amend same from time to time. Copies of such rules and regulations shall be furnished to each Owner prior to the date when the same shall become effective.

ARTICLE 12

ABATEMENT AND ENJOINMENT OF VIOLATIONS BY OWNERS

12.1 Abatement and Enjoinment. The violation of any rule or regulation accepted by the Board of Directors, or the breach of any By-Laws, or the breach of any provision of the Declaration, shall give the Board of Directors or the Managing Agent the right, in addition to any other rights set forth therein, (i) to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any person, structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions thereof, and the Board of Directors or Managing Agent shall not be deemed guilty in any manner of trespass, and to expel, remove and put out, using such force as may be necessary in so doing, without being liable to prosecution or any damages therefor; and (ii) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

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

such events, such Owner may be denied the use of any of the amenities or Limited Common Elements until such default or violation is appropriately cured.

ARTICLE 13

COMMITTEES

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

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

13.3 Nominating Committee. Before each annual meeting, the Board of Directors may appoint a committee of three members who may nominate candidates for the Board. Members may submit names of candidates other than those submitted by the nominating committee from the floor at the election.

13.4 Architectural Control Committee. The Architectural Control Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors of the Association and such persons shall serve at the pleasure of the Board of Directors. The affirmative vote of a majority of the members of the Architectural Control Committee which shall be the required quorum of the Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any

finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in these By-Laws.

- 13.4.1 Improvements and Alterations; Plans and Specifications; Approval. Except for construction by the Declarant for purposes of restoration of improvements or structures to their original appearance or as otherwise provided in these By-Laws, no building, fence, wall or other improvements or structure shall be commenced, erected, placed, moved or maintained upon the Project, nor shall any exterior addition to or change in any improvement located on the Project be made until the complete plans and specifications showing the precise and exact nature, kind, shape, height, set-back, materials, color and location of the same shall have been submitted in duplicate to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the Project by the Architectural Control Committee.
- 13.4.2 Approvals; Copy of Plans and Specifications Deposited; Lapse of Time Paramount to Approval. Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to the provisions of these By-Laws, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications which may be submitted to it within sixty (60) days after submission, then approval will not be required and this paragraph 13.4 shall be deemed to have been fully complied with.
- 13.4.3 Construction; Limitations; Deviations from Plans and Specifications. Construction or alterations

in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this paragraph 13.4 shall be commenced within six (6) months following the date upon which the same are approved by the Architectural Control Committee (whether by affirmative action or by forbearance from action, as provided in paragraph 13.4.2, and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Architectural Control Committee shall specify. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Control Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this paragraph 13.4 shall again be required. There shall be no deviations from plans and specifications approved by the Architectural Control Committee without the prior consent in writing of the Architectural Control Committee. Approval for use on any Unit of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Control Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use upon any other Unit or Units.

13.4.4 Certificate of Compliance. Upon the completion of the construction or alteration of any building, fence, wall or other improvements or structure in accordance with plans and specifications approved by the Architectural Control Committee in accordance with the provisions of this paragraph 13.4, the Architectural Control Committee shall, at the request of the Owner thereof, issue a certificate of compliance which shall be prima facie evidence that the building, fence, wall, or other improvements or structure referenced in such certificate has been approved by the Architectural Control Committee and constructed or installed in full compliance with

the provisions of this paragraph 13.4 and with such other provisions and requirements of these By-Laws as may be applicable.

- 13.4.5 Rules and Regulations of Architectural Control Committee. The Architectural Control Committee shall from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, or guidelines and establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary and appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this paragraph 13.4 or any other provision or requirement of this Declaration. The Architectural Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this paragraph 13.4. The decisions of the Architectural Control Committee shall be final, except that any Owner who is aggrieved by any action or forbearance from action by the Architectural Control Committee may appeal the decision of the Architectural Control Committee to the Board of Directors. A vote of two-thirds (2/3) of the then constituted Board of Directors shall be necessary to overrule a decision of the Architectural Control Committee.

- 13.4.6 Enforcement; Right to Correct Violations. In the event any building, fence, wall or other improvements or structure shall be commenced, erected, placed, moved or maintained upon any Unit, otherwise than in accordance with the provisions and requirements of this paragraph 13.4, then the same shall be considered to have been undertaken in violation of this paragraph 13.4 and without the approval of the Architectural Control Committee required herein. Upon written notice from the Architectural Control Committee, such building, fence, wall or other structure or

improvements shall be promptly removed. In the event the same is not removed, or the violation is not otherwise terminated, within fifteen (15) days after notice of such violation is delivered to the Owner of the Unit upon which such violation exists, then the Association shall have the right, through its agents and employees, to enter upon such Unit and to take such steps as may be necessary to remove or otherwise terminate such violation and the costs thereof shall be assessed against the Unit upon which such violation occurred. A statement for the amount thereof shall be rendered to the Owner of said Unit at which time the assessment shall become due and payable and a continuing lien upon said Unit and an obligation of the Owners, and may be enforced as provided in paragraph 20 of the Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Unit at any reasonable daylight hour for the purpose of ascertaining whether any violation of the provisions of this paragraph 13.4 or any of the other provisions or requirements of the Declaration, exist on such Unit provided, however, that no such entry and inspection shall be taken without a resolution of the Architectural Control Committee or the Board of Directors, and after reasonable notice to the Owner of such Unit. Neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

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

13.6 Social Committee. The Social Committee, consisting of at least two (2) persons, shall have the responsibility of planning programs to make the best possible use of the facilities and

amenities of the Association by means of developing an ongoing program of interaction and involvement.

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

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

13.9 Maintenance and Management Committee. The Maintenance and Management Committee, consisting of at least two (2) persons, shall have the responsibility of planning programs that conserve, enhance, and protect the Common and Limited Common Elements.

13.10 Vacancies. A vacancy in any committee shall be filled by the President until the next meeting of the Board of Directors.

ARTICLE 14

COMPENSATION

This Association is not organized for profit. No member, member of the Board of Directors, officer or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Directors, officer or member, provided, however, (1) that reasonable compensation may be paid to any member, Director or officer while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) that any member, Director or officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE 15

BOOK 5076 PG 1000

EXECUTION OF DOCUMENTS

The persons who shall be authorized to execute any and all contracts, documents, instruments or conveyances or encumbrances, including promissory notes, shall be the President or Vice President and the Secretary or Assistant Secretary of the Association.

ARTICLE 16

MISCELLANEOUS

16.1 Conflict in Documents. In the event that any inconsistency or conflict exists between the items of the Declaration, these By-Laws, or any rule or regulation then in force, the inconsistency or conflict shall in every instance be controlled by the Declaration.

16.2 Conflict Between Owners. In the event that any dispute between Owners arises involving any of the Common Elements, Limited Common Elements, amenities or any other matters concerning the Project and the conflict cannot be resolved by the Managing Agent, it shall be resolved by the Board of Directors.

16.3 Due Process. In order to afford due process to each Owner before any punitive action may be finally imposed by the Board of Directors, each Owner shall have the right with at least ten (10) days written notice from the Board, to a hearing before the Board of Directors, en banc, for the purpose of avoiding or mitigating any penalty or punitive action at which hearing both the Association and the Owner may produce evidence and present witnesses. The Board of Directors shall promptly resolve the dispute and announce its decision, which in such instances shall be final as to all matters.

16.4 Exculpation of Unavoidable Loss. The Association shall not be liable for any loss to any Owner or inflicted upon any Unit or the property of the Owner situated therein, brought about by flooding, water damage caused by bursted pipes, acts of God or other force majeure. It is intended that for losses of this nature, each Owner will bear the same or effect his own insurance to cover the same. Each Owner may obtain additional insurance at

SCHEDULE "A"

RULES AND REGULATIONS FOR
6000 PENN ASSOCIATION, INC.

HOUSE RULES

1. No article shall be placed on or in any of the common elements except for those articles of personal property which are the common property of all of the unit owners.
2. No vehicle (including bicycles) belonging to or under the control of any owner or a member of the owner's family or a guest, tenant, lessee, or employee of a unit owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the project. Vehicles (including bicycles) shall be parked within designated parking areas. When entering or leaving the premises, vehicles will be operated at a speed not to exceed fifteen (15) miles per hour unless otherwise posted.
3. No work of any kind shall be done upon the exterior building walls or upon the common elements by any unit owner. Such work is the responsibility of the Association. No changes can be made in the limited common elements except with prior written approval of the Board of Directors.
4. No owner, resident or lessee shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television or radio antennae, transmitting or receiving, machines, or air conditioning units be installed on the exterior of the Units or be installed in such a manner that they protrude through the walls or the roof of the improvements or are otherwise visible from the ground, except as may be expressly authorized by the Association in writing.
5. Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb owners or occupants of other units.

6. Disposition of garbage and trash shall be only by the use of garbage disposal units or by use of common trash facilities.

7. Cats, dogs, or other animals (hereinafter for brevity termed animals) shall be kept in such a manner so as not to disturb the other owners. If an animal becomes obnoxious to other owners, the owner or person having control of the animal shall be given a written notice by the Board of Directors to correct the problem, or if not corrected, the owner, upon written notice, will be required to remove the animal. The written notices provided for herein shall be issued by the Managing Agent, or, if there is no Managing Agent, then the Board of Directors. An owner must receive permission in writing from the Board of Directors or Managing Agent in order to keep an animal weighing more than twenty-five (25) pounds on the premises or to keep more than one animal on the premises.

8. Any damage to the common elements or common personal property caused by an owner or an owner's guest or family members shall be repaired by the Association, but at the expense of that owner.

9. All drapes or drape linings visible from the exterior of any unit shall be of a neutral, white or off-white color.

10. No garments, rugs, or any other items shall be hung from the windows, roof or any of the facades of the buildings.

11. In order that the Project shall not become over crowded, no more than five (5) persons shall occupy the units on a permanent occupancy basis. For the purpose of this paragraph, "permanent occupancy" shall be defined as any occupancy in excess of thirty (30) days not separated by intervals of at least six (6) months.

12. Owners shall abide by rules, and regulations governing the use of common facilities.

13. A Ten Dollar (\$10.00) charge will be made for all checks returned by the bank for any reason.

14. Children must be supervised when playing in the common elements.

15. There will be a Twenty Dollars (\$20.00) charge for replacement of door or mail box keys.

16. Patios and walkways should be kept neat. A barbecue grill may be stored on walkways if it does not effect a hazard to walking. Barbecue supplies should be kept in the unit or patio.

POOL RULES

HOURS: WEEKDAYS 10:00 a.m. until 10:00 p.m.
 WEEKENDS 8:00 a.m. until 12:00 p.m.

1. Number of guests shall be limited to three (3) per unit at one time. All guests must be accompanied by unit owner or a family member and use these facilities at their own risk.
2. Social gatherings involving more than three (3) guests at any one time must be prearranged with the managing agent or the Board of Directors and approved in writing at least ten (10) days prior to the date of the event. Separate charges may be imposed for such use.
3. Children under 13 must be accompanied by an adult and may use the pool facilities between the hours of 10:00 a.m. and 1:00 p.m.
4. No glass containers shall be allowed at pool area. Food and drink shall not be allowed in pool area.
5. Persons having skin abrasions, open blisters, cuts, any skin disease, sore or inflamed eyes, cold, nasal or ear discharge, or any communicable disease shall not be allowed in pools.
6. Spitting, spouting of water, and blowing the nose into the pool water shall be strictly prohibited.
7. No rough or boisterous play, wrestling or running shall be permitted.
8. Trash shall be put in containers provided.
9. Animals shall not be allowed within the pool area.
10. Swimming alone is prohibited.

11. The pool is for the exclusive use of all owners and occupants and their guests, and the owners are responsible for the conduct of their guests.

12. Furniture other than that provided shall not be used in the pool area, nor shall such furniture be removed from said area.

13. Radios, television sets, tape-recording or playing devices, and all other similar devices are strictly forbidden in the pool area.

14. Users of the pool area are responsible for the removal of all articles brought thereto by them, including but not limited to towels, books, and magazines, at the time they leave said area.

15. All bobby pins, hairpins, and other such materials shall be removed before entering the pool.

143409

Return to:

Steven H. Jones, Esquire
First Oklahoma Tower
810 W. Park Avenue
Suite 3000
Oklahoma City, OK 73102

BOOK 5087 PG 397

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF 6000 PENN CONDOMINIUM,
A UNIT OWNERSHIP ESTATE

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned did on the 3rd day of October, 1983, make and execute that certain Declaration of Covenants, Conditions, and Restrictions for 6000 Penn Condominium, a unit ownership estate ("Declaration"), recorded October 18, 1983, at 8:16 a.m. in Book 5076 at Page 911 against the property described on Exhibit "A" hereto attached, and

WHEREAS, declarant desires to amend same as set forth below, as authorized by Section 17 of said Declaration, and

WHEREAS, AMERICAN MORTGAGE AND INVESTMENT COMPANY, the holder(s) of eighty percent (80%) or more of the recorded first mortgages covering the units consent(s) to this Amendment, and

WHEREAS, the undersigned is the only record owner of 6000 Penn Condominium, a unit ownership estate, not having conveyed any units therein.

NOW, THEREFORE, the undersigned amends said Declaration by amending Exhibit "B," sheet 2, sheet 3, and sheet 4 by deleting those sheets, as filed, and by inserting in their place Exhibit "B," sheet 2, sheet 3, and sheet 4 attached hereto and made a part hereof.

In all other respects, said Declaration of Covenants, Conditions and Restrictions for 6000 Penn Condominium, a unit ownership estate, shall remain in full force and effect as originally written.

IN WITNESS WHEREOF, declarant has duly executed this Declaration this 5/21 day of October, 1983.

6000 PENN CONDOMINIUMS, INC.
an Oklahoma corporation

ATTEST:



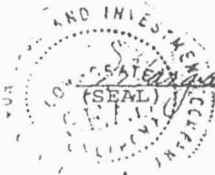
Secretary

BY *Michael R. Jones* President

352 *** 1100 M
99#00 11-11-83

AMERICAN MORTGAGE AND INVESTMENT COMPANY
an Oklahoma corporation

ATTEST:



Margaret Nelson
Secretary

By Robert J. Kurbach
Senior Vice President

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

The above and foregoing instrument was acknowledged before me this 31st day of October, 1983, by Michael Horrell, President of 6000 Penn Condominiums, Inc., an Oklahoma corporation, the above named declarant, for and on behalf of said corporation.



My Commission Expires:

Aug. 14, 1984
(SEAL)

Blanche Vessels
Notary Public

UNOFFICIAL

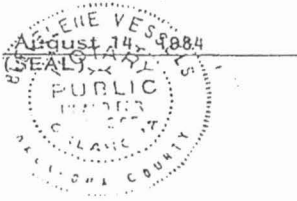
BOOK 5087 PG 399

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

The above and foregoing instrument was acknowledged before me this 31st day of October, 1983, by Robert J. Griesbach Senior Vice President of American Mortgage & Investment Company, an Oklahoma corporation, on behalf of said corporation.

Blouetene Vissel
Notary Public

My Commission Expires:

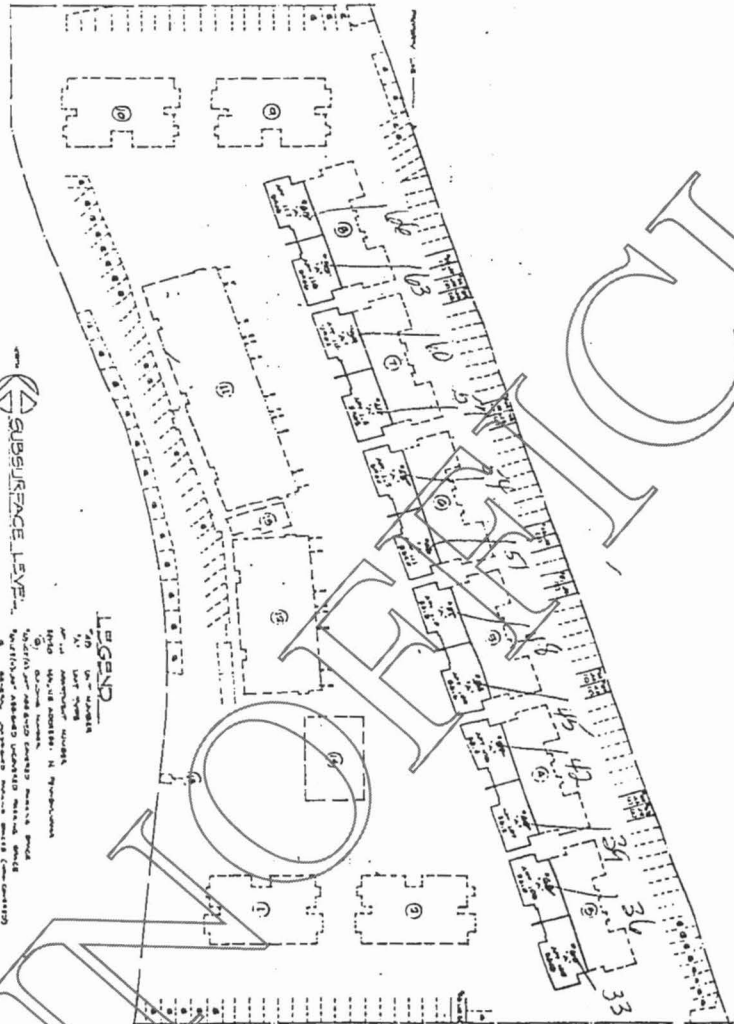


UNOFFICIAL

EXHIBIT "A"

A tract of land in the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4) of Section Eight (8), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

Beginning at the Southwest corner of the SW/4 NW/4 of said Section 8, Township 12 North, Range 3 West; thence North $89^{\circ}35'03''$ East along the South line of said SW/4 NW/4 a distance of 114.04 feet to a point, said point being on the East line of North Pennsylvania Avenue; thence North $5^{\circ}18'15''$ East along the East line of North Pennsylvania Avenue a distance of 201.00 feet to the point or place of beginning; thence North $5^{\circ}18'15''$ East along the East line of North Pennsylvania Avenue a distance of 219.89 feet to a point of curvature; thence to the left along the arc of a curve having a radius of 693.91 feet a distance of 261.92 feet to a point of tangency; thence along said tangent to said curve on a bearing of North $19^{\circ}32'45''$ West a distance of 138.80 feet to a point of curvature; thence to the right along the arc of a curve having a radius of 540.19 feet a distance of 91.84 feet to a point; thence North $0^{\circ}04'03''$ East a distance of 92.97 feet to a point; thence North $89^{\circ}35'03''$ East a distance of 242 feet to a point; thence South $17^{\circ}15'22''$ East a distance of 825.36 feet to a point; thence South $89^{\circ}35'03''$ West a distance of 405.39 feet to the point or place of beginning.



2000 PENN

SUBSURFACE LEVEL

LEGEND

- 1. 1/4" = 1'-0" SCALE
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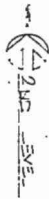
BOOK 5070 PG 954

EXHIBIT B
CHART 3 OF 10
MICHA

EL MAHAFFEY & ASSOCIATES

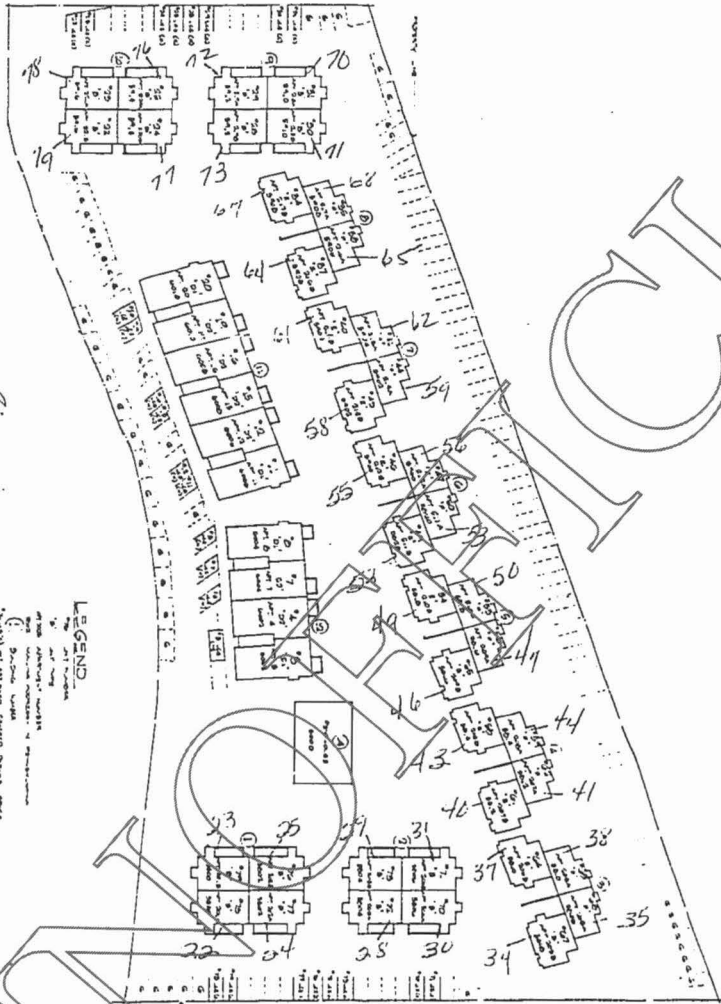
ASSOCIATES

GOOD PENN.



LEGEND

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MICHAEL

EL MAHAFFEY & ASSOCIATES

CIATES

Return after recording
Oklahoma City, Abst. & Title
5409 N.W. Expressway, Suite 120
Oklahoma City, Ok. 73134 D.K.P.



SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF 6000 PENN CONDOMINIUM, A UNIT OWNERSHIP ESTATE

Know all men by these presents:

That whereas on the 18th day of October, 1983 that certain Declaration of Covenants, Conditions and Restrictions for 6000 Penn Condominium, a Unit Ownership Estate ("Declaration"), containing as Exhibit D, Bylaws of the 6000 Penn Association, Inc., recorded at Book 5076, page 974 against the property described in Exhibit "A" hereto attached, and

Whereas First Amendment to Declaration of Covenants, Conditions and Restrictions of 6000 Penn Condominium, a Unit Ownership Estate was recorded November 9, 1983 at Book 5087, page 397, against the property described in Exhibit "A" hereto attached, and

Whereas, Declarant desires to amend same as set forth below, as authorized by Section 17 of the Declaration and Paragraph 8.1 of the Bylaws, and

Whereas at a special meeting of the Owner's Association of S.P., Inc., 6000 Penn Association, Inc., at meeting duly called did on December 29, 1992 by vote of 75% of the unit owners, approved amendment to the Bylaws.

DOC NUMBER 00150962
TIME 01:56 PM
FEE 14.00
DATE RECEIVED 10-29 1992
RALPH HESS
OKLAHOMA COUNTY CLERK
RECORDED AND FILED

Now therefore, the undersigned amends said Declaration and Bylaws Exhibit D by deleting Paragraph 4.1 and 4.5 as originally filed and substituting and inserting in their place the new Paragraph 4.1 attached hereto and made a part hereof by reference.

In all other respects, said Declaration of Covenants, Conditions and Restrictions for 6000 Penn Condominium Unit, a Unit Ownership Estate and the Exhibits and Bylaws attached thereto and the First Amendment to Declaration of Covenants, Conditions and Restrictions of 6000 Penn Condominium, a Unit Ownership Estate filed at Book 5087, page 397, and Exhibits attached

OKLAHOMA

thereto, each shall remain in full force and effect as originally written.

In witness whereof, Declarant has duly executed this Declaration this 29th day of December, 1992.

OWNER'S ASSOCIATION OF S.P., INC., Successor to 6000 Penn Association, Inc., an Oklahoma corporation

H. Gerard Washburn

President

Attest:

John Stab

~~Secretary~~ VICE-PRESIDENT

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

The above and foregoing instrument was acknowledged before me this 29th day of December, 1992 by H. Gerard Washburn, President of Owner's Association of S.P., Inc., an Oklahoma corporation as Successor to 6000 Penn Association, Inc., the above named Declarant, formed on behalf of said corporation.

Lori Lee Rame

Notary Public



VOID

EXHIBIT "A"

A tract of land in the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4) of Section Eight (8), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

Beginning at the Southwest corner of the SW/4 NW/4 of said Section 8, Township 12 North, Range 3 West; thence North $89^{\circ}35'03''$ East along the South line of said SW/4 NW/4 a distance of 114.04 feet to a point, said point being on the East line of North Pennsylvania Avenue; thence North $5^{\circ}18'15''$ East along the East line of North Pennsylvania Avenue a distance of 201.00 feet to the point or place of beginning; thence North $5^{\circ}18'15''$ East along the East line of North Pennsylvania Avenue a distance of 219.89 feet to a point of curvature; thence to the left along the arc of a curve having a radius of 603.91 feet a distance of 261.92 feet to a point of tangency; thence along said tangent to said curve on a bearing of North $19^{\circ}32'45''$ West a distance of 138.80 feet to a point of curvature; thence to the right along the arc of a curve having a radius of 540.19 feet a distance of 91.84 feet to a point; thence North $0^{\circ}04'03''$ East a distance of 92.97 feet to a point; thence North $89^{\circ}35'03''$ East a distance of 242 feet to a point; thence South $17^{\circ}15'22''$ East a distance of 825.36 feet to a point; thence South $89^{\circ}35'03''$ West a distance of 405.39 feet to the point or place of beginning.

"Paragraph 4.1 of the Bylaws recorded at Book 5076, page 977 in the records of Oklahoma County, Oklahoma is deleted in its entirety and in its place is substituted the following paragraph:

"4.1 Number, Qualification, Election and Term. The affairs of the Association shall be managed by a board of three (3) Directors, who need not be members of the Association. The Directors shall hold office for one (1) year terms and shall be elected at the annual meeting of the members of the Association. The Directors so elected shall there after govern the affairs of the Association until their successors have been duly elected and qualified."

"4.5 of the Bylaws recorded at Book 5076, page 982 in the records of Oklahoma County, Oklahoma is deleted in its entirety.

NO OFFICIAL

Doc # 2001131923
Bk 8210
Pg 527-529
DATE 09/19/01 14:04:04
Filing Fee \$17.00
Documentary Tax \$0.00
State of Oklahoma
County Clerk
Oklahoma County Clerk
Carolynn Caudill

**THIRD AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
6000 PENN CONDOMINIUM, A UNIT OWNERSHIP ESTATE**

This Third Amendment to Declaration of Covenants, Conditions and Restrictions for 6000 Penn Condominium, A Unit Ownership Estate, is made and entered into this 29 day of August, 2001, by and between 6000 PENN OF OKLAHOMA CITY, LLC and DREWRY FAMILY LIMITED PARTNERSHIP (hereinafter collectively referred to as the "Owners").

WITNESSETH: **THE OKLAHOMA CITY ABSTRACT & TITLE CO**
P. O. BOX 260
OKLAHOMA CITY, OKLAHOMA 73101

For and in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. Recitations. On or about October 3, 1983, the Declaration of Covenants, Conditions and Restrictions for 6000 Penn Condominium, A Unit Ownership Estate (the "Declarations") were executed, and on October 18, 1983, filed of record in the office of the County Clerk of Oklahoma County, Oklahoma, and recorded in Book 5076, at Page 911. These Declarations are applicable to the following-described property situated in Oklahoma County, Oklahoma, to-wit:

Units One (1) through Eighty (80), both inclusive, 6000 Penn Condominiums, a Unit Ownership Estate, according to the Declaration thereof recorded October 18, 1983, in Book 5076, Page 911; and First Amendment to Declarations recorded November 9, 1983, in Book 5087, Page 397; and Second Amendment to Declarations recorded December 19, 1992, in Book 6378, Page 2179, in the records of the Oklahoma County Clerk, State of Oklahoma, and the undivided interest in the Common Elements appertaining thereto, located in Oklahoma County, State of Oklahoma.

As stated in the description of the property above, the Declarations were amended by a First Amendment to Declarations, and a Second Amendment to Declarations filed of record. The undersigned are the Owners of all of the Units, and desire to amend further the Declarations, as provided herein.

All terms initially capitalized in this Third Amendment shall have the meanings ascribed to them in the Declarations.

2. Amendment of Declarations. The Declarations are hereby amended in the following respects:

2.1 The initial paragraph of Section 8 is hereby deleted, and it is specifically provided that all Units may be rented; provided, however, that all leases of the Units shall be subject to the covenants and restrictions contained in the Declarations and By-laws.

2.2 Section 8.1 is deleted, since all Units may be rented or leased.

2.3 The parties acknowledge and agree that the Association has not been actively operating, nor has it been collecting assessments. All expenses for the upkeep of the Common Elements have been advanced by the Owners of the Units, with the exception of that owned by Drewry Family Limited Partnership ("Drewry"). Drewry has paid its reasonable pro rata shares of the expenses of maintaining the Common Elements by making an annual contribution to the Owner of the other Units. The parties acknowledge that the Association will need to be reactivated in the near future. Each party agrees that, until the Association is reactivated by the calling of a meeting of the Owners and the election of a Board of Directors, no assessments will be paid to the Association, but Drewry will continue to pay its reasonable share of the expenses for the Common Elements to the Owners of the other Units. Also, until such time as the Association is reactivated, the provisions of the Declarations applicable to the operations of the Association shall not be affected. Without limiting the generality of the foregoing, the provisions of Section 21 of the Declarations providing that unpaid assessments are to be paid out of the sale proceeds are waived until such time as the Association is reactivated.

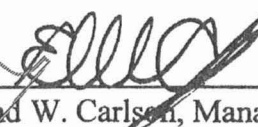
3. Other Provisions. All other provisions of the Declarations not specifically modified herein shall remain in full force and effect. In the event of any inconsistency between the terms and provisions of this Third Amendment and the terms and provisions of the Declarations, as previously amended, the terms and provisions of this Third Amendment shall control.

4. Binding Effect. This Third Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective successors, permitted assigns, heirs and legal representatives, as the case may be.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year hereinafter indicated.

6000 PENN OF OKLAHOMA CITY, L.L.C.

By:


Edmond W. Carlson, Manager

DREWRY FAMILY LIMITED PARTNERSHIP

By:

Robert Drewry
Robert Drewry, General Partner

STATE OF OKLAHOMA)

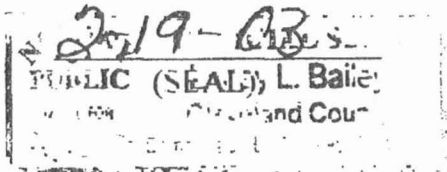
) SS:

COUNTY OF CLEVELAND)

This instrument was acknowledged before me this 29 day of Aug, 2001, by EDMOND W. CARLSON, as Manager of 6000 PENN OF OKLAHOMA CITY, L.L.C., an Oklahoma limited liability company.

Laney L Bailey
Notary Public

My Commission Expires:



STATE OF OKLAHOMA)

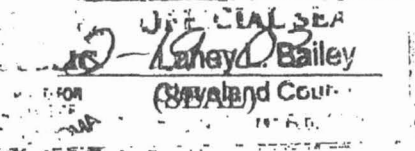
) SS:

COUNTY OF Cleveland)

This instrument was acknowledged before me this 29 day of Aug, 2001, by ROBERT DREWRY, as General Partner of DREWRY FAMILY LIMITED PARTNERSHIP, an Oklahoma partnership.

Laney L Bailey
Notary Public

My Commission Expires:





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 01/24/2013 10:49:54 AM
 Bk RE12146 Pg:66 Pgs:6 DECL
 State of Oklahoma
 County of Oklahoma
 Oklahoma County Clerk
 Carolynn Caudill

**FOURTH AMENDMENT TO
 DECLARATION OF COVENANTS, CONDITIONS AND
 RESTRICTIONS OF 6000 PENN CONDOMINIUM, A UNIT OWNERSHIP ESTATE**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, on the 18th day of October, 1983 that certain Declaration of Covenants, Conditions and Restrictions for 6000 Penn Condominium, a unit ownership estate, containing as Exhibit "D", Bylaws of the 6000 Penn Association, Inc., was recorded at Book 5076, Page 974 against the property described in Exhibit "A" attached hereto, and

WHEREAS, a First Amendment to Declaration of Covenants, Conditions and Restrictions of 6000 Penn Condominium, a unit ownership estate, was recorded on November 9, 1983 at Book 5087, Page 397, against the property described in Exhibit "A" attached hereto, and

WHEREAS, a Second Amendment to the Declaration of Covenants, Conditions and Restrictions of 6000 Penn Condominium, a unit ownership estate, was recorded on December 29, 1992 at Book 6378, Page 2179, against the property described in Exhibit "A" attached hereto, and

WHEREAS, a Third Amendment to the Declaration of Covenants, Conditions and Restrictions of 6000 Penn Condominium, a unit ownership estate, was recorded on September 19, 2001 at Book 8210, Page 527, against the property described in Exhibit "A" attached hereto, and

WHEREAS, Declarant desires to amend the same as set forth below, as authorized by Section 17 of the Declaration and paragraph 8.1 of the Bylaws, and

WHEREAS, at the annual meeting of the 6000 Penn Association, Inc., at a meeting duly called, did on the 7th day of January, 2013 by vote of at least seventy-five percent (75%) of the unit owners, approve this Fourth Amendment to the Bylaws.

Gerald E. Kelley LLC
One Leadership Square
211 N. Robinson Suite 800
Oklahoma City, OK 73102

(Handwritten initials: WK)

4/23/00

NOW, THEREFORE, the undersigned amends said Declaration and Bylaws, Exhibit "D" as set forth in the Fourth Amendment to the Bylaws of 6000 Penn Condominium, a unit ownership estate attached hereto and made a part hereof and marked Exhibit "B".

In all other respects, said Declaration of Covenants, Conditions and Restrictions for 6000 Penn Condominium, a unit ownership estate and the exhibits and Bylaws attached thereto and the First Amendment to Declaration of Declaration of Covenants, Conditions and Restrictions for 6000 Penn Condominium, a unit ownership estate filed at Book 5087, Page 397 and exhibits attached thereto; the Second Amendment to Declaration of Declaration of Covenants, Conditions and Restrictions for 6000 Penn Condominium, a unit ownership estate filed at Book 6378, Page 2179 and exhibits attached thereto; the Third Amendment to Declaration of Declaration of Covenants, Conditions and Restrictions for 6000 Penn Condominium, a unit ownership estate filed at Book 8210, Page 527 and exhibits attached thereto, each shall remain in full force and effect as originally written.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration on the 18 day of January, 2013.

6000 Penn Association, Inc., an Oklahoma corporation

By: Beverly Hamilton
BEVERLY HAMILTON, President

ATTEST:

Ker Davis
Secretary or Vice President

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

} SS:

This instrument was acknowledged before me on 18th day of January 2013, by Beverly Hamilton as President of 6000 Penn Association, Inc., an Oklahoma corporation.

Rebecca A. Hyman
NOTARY PUBLIC

My Commission Expires: 7/15/14



UNOFFICIAL

EXHIBIT "A"

A tract of land in the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4) of Section Eight (8), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

Beginning at the Southwest corner of the SW/4 NW/4 of said Section 8, Township 12 North, Range 3 West; thence North $89^{\circ}35'03''$ East along the South line of said SW/4 NW/4 a distance of 114.04 feet to a point, said point being on the East line of North Pennsylvania Avenue; thence North $5^{\circ}18'15''$ East along the East line of North Pennsylvania Avenue a distance of 201.00 feet to the point or place of beginning; thence North $5^{\circ}18'15''$ East along the East line of North Pennsylvania Avenue a distance of 219.89 feet to a point of curvature; thence to the left along the arc of a curve having a radius of 603.91 feet a distance of 261.92 feet to a point of tangency; thence along said tangent to said curve on a bearing of North $19^{\circ}22'45''$ West a distance of 138.80 feet to a point of curvature; thence to the right along the arc of a curve having a radius of 540.19 feet a distance of 91.84 feet to a point; thence North $0^{\circ}04'03''$ East a distance of 92.97 feet to a point; thence North $89^{\circ}35'03''$ East a distance of 242 feet to a point; thence South $17^{\circ}15'22''$ East a distance of 825.36 feet to a point; thence South $89^{\circ}35'03''$ West a distance of 405.39 feet to the point or place of beginning.

EXHIBIT "A"

**FOURTH AMENDMENT TO THE BYLAWS
OF 6000 PENN CONDOMINIUM, A UNIT OWNERSHIP ESTATE**

Paragraph 3.3 of the Bylaws recorded at Book 5076, Page 976 in the records of the Oklahoma County Clerk is deleted in its entirety and in its place is substituted the following paragraph:

"3.3 ANNUAL MEETINGS. The Annual Meeting of the Association shall be held on the third Tuesday in the month of March of each year. At such meetings there shall be elected by ballot of the Owners a Board of Directors in accordance with the requirements of paragraphs 4.1 and 4.5 of these Bylaws. The Owners may also transact such other business of the Association as may properly come before them at each Annual Meeting."

Paragraph of 4.1 of the Bylaws recorded at Book 5076, Page 977 in the records of the Oklahoma County Clerk is deleted in its entirety and in its place is substituted the following paragraph:

"4.1 NUMBER, QUALIFICATION AND ELECTION. The affairs of the Association shall be governed by a Board of Directors consisting of from three (3) to five (5) persons. There shall be elected any three (3) to five (5) members of the Association to the Board of Directors who shall thereafter govern the affairs of this Association."

A new paragraph 4.5 shall be inserted into the Bylaws recorded at Book 5076, Page 982 in the records of the Oklahoma County Clerk as contained in the following paragraph:

"4.5 ELECTION AND TERM OF OFFICE. The election of the Board of Directors shall be held on the third Tuesday of the month of March at the Annual Meeting of Members as required below by this paragraph. The term of office of each Director shall be fixed at three (3) years. Each Director shall hold office until his respective successor has been elected, except as otherwise provided in these Bylaws."

EXHIBIT "B-1"

Paragraph 4.3.12 of the Bylaws recorded at Book 5076, Page 980 in the records of the Oklahoma County Clerk is deleted in its entirety and in its place is substituted the following paragraph:

"4.3.12 BOOKS AND RECORDS. To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof by each of the Owners and each first mortgagee, and to allow mortgagees and Owners to receive, upon request, annual financial statements of the Association within ninety (90) days following the end of the fiscal year of the Association."

Paragraph 9.3 of the Bylaws recorded at Book 5076, Page 989 in the records of the Oklahoma County Clerk is deleted in its entirety and in its place is substituted the following paragraph:

"9.3 EXAMINATION OF BOOKS BY OWNERS AND MORTGAGEES. Each Owner, lender and the holders, insurers, and guarantors of first mortgages of a Unit shall be permitted to examine the Declaration, the Bylaws, and the Books of Account of the Unit at reasonable times, on business days, or under other reasonable circumstances and shall be permitted to receive, upon request, financial statements of the Association."

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EXHIBIT " B-2 "