

Dear Liberty Tower Owner:

Let us take this opportunity to welcome you to the Liberty Tower community. The following governing documents have been compiled to acquaint you with the policies and procedures and the by-laws and declarations which detail the responsibilities and privileges of your ownership.

It is our goal to provide you the highest level of care and response when addressing your questions and requests. If you have any questions about information in this document, please ask any board member, or the LTOA Management Team staff. We wish you every happiness in your new home!

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Please update this document as new policies are enacted.

DECLARATION OF UNIT OWNERSHIP ESTATES

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KNOW ALL MEN BY THESE PRESENTS, that Liberty Tower Condominiums, Inc., an Oklahoma corporation, hereinafter designated as the "Declarant," does hereby make, publish and declare as follows:

That the Declarant is the owner of the fee simple title in and to the following described land, together with all improvements thereon and appurtenances thereto belonging, situated in Tulsa County, Oklahoma, to-wit: Lots 1, 2, 3, 4 and 5, Block 3, STANSBERRY ADDITION to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof, all of which is herein referred to as the "Property." The Declarant desires to convert all of the Property to Unit Ownership Estates (hereinafter called "Condominiums") under the Oklahoma Unit Ownership Estate Act; and

That the Declarant, by these presents, has caused the Property to be subdivided into two hundred four (204) separate "Residential Units" and five (5) separate "Commercial Units", and has caused each Unit to be assigned a Unit Designation; and

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

THEREFORE, the Declarant hereby declares that the Property is submitted to the provisions of the Oklahoma Unit Ownership Estate Act as presently existing (O.S.A. Title 60, Chapter 11, Paragraphs 501 through 530, inclusive), hereinafter referred to as the "Act," and shall be held, sold, conveyed, and owned subject to this Declaration for the purpose of preserving the value, use and habitability of the Property. The terms of this Declaration shall be binding on all persons having or acquiring any right, title or interest in a Condominium or in the Property and shall inure to the benefit of each Condominium Owner. The Property and Condominiums created by this Declaration shall be known as the "LIBERTY TOWER CONDOMINIUMS". Where the terms and conditions of this Declaration are contradictory to the provisions of the Act, and where such contradictions are not permissible according to law, the Act shall control.

ARTICLE I: DEFINITIONS

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

- (a) "Association" means the Liberty Tower Owners Association, Inc., a non-profit corporation, organized under the laws of the State of Oklahoma for the purpose of administering the Property and the Condominiums.
- (b) "Building" means the twenty-four (24) story structure comprising a part of the Property.
- (c) "Common Elements" means and includes the General Common Elements and Limited Common Elements.
- (d) "Common Expenses" means and includes the General Common Expenses and the Limited Common Expenses.
- (e) "General Common Expenses" means and includes:
- (1) Expenses of administration of the Common Elements and the maintenance, repair or replacement of the General Common Elements
 - (2) Expenses agreed upon as common by all the Condominium Owners;
 - (3) Expenses declared as General Common Expenses by provisions of the Act, or by this Declaration or the Articles of Incorporation or By-Laws of the Association;
 - (4) General Common Expenses are shared by all Condominiums pro-rata according to their respective Ownership Interests.
- (f) "Common Profits" means the balance of all income, rents, profits and revenues from the Common Elements and facilities remaining after the deduction of the Common Expenses;
- (g) "Commercial Unit" means a Unit which is designated for and limited to commercial use. Such Units are designated as commercial on Exhibit "B" hereto.
- (h) "Condominium" is the same as a Unit Ownership Estate, which consists of Residential Unit or Commercial Unit, together with its respective Ownership Interest In the Common Elements.
- (i) "Condominium Owner" means a person who owns a Condominium.
- (j) "Declaration" means this instrument, when duly recorded, by which the Property is submitted to the provisions of the Act. The Declaration may be amended from time to time.
- (k) "General Common Elements" means and includes those elements of the Property necessary or convenient to its existence, maintenance and safety, and normally in common use, except those elements which are specifically designated as Limited Common Elements.
- (l) "Limited Common Elements" means and includes those Common Elements which are to be reserved by the terms of this Declaration to the use of certain Units to the exclusion of the other Units;
- (m) "Limited Common Expense" means an expense allocated among specified Condominiums to the exclusion of all other Condominiums.
- (n) "Majority of Ownership Interests" means the owners of more than fifty percent (50%) of the aggregate interest in the General Common Elements as established by this Declaration and as listed in Exhibit "B" hereto. Further, any specified percentage or proportion of Ownership Interests means such percentage or proportion of the aggregate of such undivided ownership.
- (o) "Ownership Interest" means the proportionate undivided interest in the Common Elements which are appurtenant to a Condominium. The Ownership Interest for each Condominium is set out on Exhibit "B".
- (p) "Person" means an Individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.
- (q) "Property" means and includes the land, the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto.
- (r) "Recordation" means to file or record in the office of the County Clerk in Tulsa County, Oklahoma, in the manner provided by law for recordation of instruments affecting real estate.
- (s) "Residential Unit" means a Unit which is designed for a single family residence. Such Units are designated as residential on Exhibit "B" hereto.
- (t) "Unit" means either a Commercial Unit or a Residential Unit, and consists of an enclosed space contained within the boundary walls, ceilings and floors as delineated by Exhibit "A". Each Unit excludes outside windows and boundary doors of such unit, but includes all interior room dividing partitions and surface decorations of interior surfaces of the boundary walls, ceilings and

floors (i.e. wallpaper, tile, carpet, paint and finishing materials). Also included as a part of a Unit are the appliances, fixtures, and equipment contained within the Unit's space (except for such unit's heating and air-conditioning compressor, and heat exchanger fan coil unit). All utility services within the Unit's space shall be a part of such unit to the point of termination which shall be at the surface of the Unit's boundary walls, ceilings, and floors.

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

ARTICLE II: DESCRIPTION OF IMPROVEMENTS

The building constructed on the Property is twenty-four (24) stories having both Residential and Commercial Units. Residential Condominiums have adjoining patios or balconies. The building has indoor parking facilities for 237 cars, outdoor parking facilities for 17 cars, 17 laundry facilities, a central trash disposal system and a basement.

It has two hundred four (204) Residential Condominiums and a minimum of five (5) Commercial Condominiums. The building is constructed primarily of reinforced concrete, steel, sheet rock, concrete brick veneer and built-up gravel roof. There is a club room facility and a swimming pool.

ARTICLE III: CONDOMINIUM OWNERSHIP

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

3.2 Condominium Defined. Each Condominium consists of a Unit as shown on Exhibit "A" together with its respective Ownership Interest in the Common Elements. The Ownership Interest which is appurtenant to each Condominium shall not be separated from such Condominium, and shall not be altered except with the unanimous consent of all Condominiums whose Ownership Interests are affected, which consent shall be expressed by an amended declaration duly recorded. The space within each Residential Unit shall not be further subdivided into more than one Unit. However, certain Commercial Units may be subdivided into more than one Unit provided the requirements for such subdivision contained in this Declaration are complied with. The Common Elements shall remain undivided.

3.3 Waiver of Right to Partition of Common Elements. The Declarant and each subsequent owner of any interest in a Condominium, by acceptance of a conveyance or any instrument transferring an interest, waives the right of partition of Ownership Interests held as tenants in common in the Common Elements. The owners of an individual Residential Condominium may seek partition, but in such event the Residential Condominium shall be sold and not distributed in kind.

3.4 Perpetual Easement for Ingress and Egress. All Condominium Owners shall have as an appurtenance to their Condominiums: a perpetual easement for ingress to and egress from their Units over driveways, walks and other Common Elements, and from and to the public streets bounding the Property, which access shall not be restricted except as may reasonably be required in order to assure the security of the Condominiums; provided, however, that public ingress and egress to the Commercial Condominiums may not be restricted for any reason during the normal and reasonable business hours of any such Commercial Condominium Owner without the consent of such affected owner, and without the approval of the Commercial Committee; and a perpetual right or easement in common with all Condominium Owners to the use and enjoyment of all General Common Elements.

ARTICLE IV: COMMON ELEMENTS

4.1 Common Elements Defined. Common Elements means and includes all physical improvements of the Property except the space contained within the Units. The interior of the boundary walls, ceilings and floors of a Unit are common elements.

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

- (a) The land in fee simple on which the Building stands and improvements thereon except any portion thereof included in a Unit or specifically designated as being a Limited Common Element;
- (b) The foundations, columns, girders, beams, supports, main walls, roofs, Unit boundary walls, (excepting the surface thereof) first floor halls or corridors, stairs from the first floor to the second floor, elevators, offices for management on the seventh floor, security systems and fixtures, and entrances and exits of the building except the area of the first floor contained within "Unit 1B" and the area of the second floor contained within "Unit 2C" as shown on Exhibit "A," hereto.
- (c) Installations of central services such as power, light, gas, central fire systems, hot and cold water, incinerating and trash;
- (d) The tanks, pumps, motors, fans, compressors, ducts and in general, all apparatus and installations existing for common use or for the common areas;
- (e) All personal property held and maintained for the joint use and enjoyment of all Condominium Owners;
- (f) All other elements of the Property necessary or convenient to its existence, maintenance and safety, and normally in common use except those specifically designated as Limited Common Elements; and
- (g) Areas designated as hallways, lobbies, rest rooms, or other public areas, presently a part of Unit "1B" and/or Unit "2C" which may later be annexed as additional general common elements by their enumeration as "general common elements" by Declarant by amendment to this Declaration made in compliance with the requirements of Article XX relating to the further subdivision of Unit 1B and Unit 2C (both being Commercial Condominiums).

4.3 Limited Common Elements Described. Limited Common Elements means and includes those Common Elements which are to be reserved to the use of certain Units to the exclusion of the other Units as are hereinafter described. Also to be included as Limited Common Elements shall be those areas which are presently a part of Unit 1B and Unit 2C, and which may later be annexed as additional limited common elements by their enumeration as "limited common elements" by the Declarant by amendment to the Declaration made in compliance with Article XX relating to the further subdivision of Unit 1B and Unit 2C, (both being Commercial Condominiums).

4.4 Residential Terrace. The terrace, patio or balcony adjacent to each Residential Unit as shown on Exhibit "A" is a Limited Common Element reserved to the use of such adjacent Residential Unit.

4.5 Inside Parking Spaces. The parking areas inside the Building located on the second through sixth floors shall be Limited Common Elements for the exclusive use of the Residential Condominiums. The Association is authorized to assign specific parking spaces to each Residential Condominium provided that: (i) until such assignment is made each Residential Condominium shall have the right to the use of one such space; and (ii) after such assignment is made, each Residential Condominium shall have the exclusive right to the use of one such space. The remaining inside parking spaces shall be made available to the use of the Residential Condominiums under such terms as the Association may determine including a rental basis. Should specific inside parking spaces be assigned to each Residential Condominium, the owner of such Condominium shall be permitted to lease such space to any occupant of another Residential

or Commercial Condominium. The Association may make rules or regulations concerning the use of such parking spaces, provided they are consistent with the terms hereof.

4.6 Parking for Commercial Condominiums. The Parking areas inside the Building located on the first floor on all parking areas located on Lot I Block 3 Stansberry Addition (designated as "CONC. PARKING" and "ASPHALT PARKING" on Exhibit "A" Plat of Survey) herein referred to as the Commercial Parking Area, shall be Limited Common Elements for the exclusive use of the Commercial Condominiums. The use and control of the Commercial Parking Areas shall be controlled by the Commercial Committee, notwithstanding anything otherwise stated to the contrary contained elsewhere in this Declaration.

4.7 Access to Commercial Parking Areas. Each Commercial Condominium to which a parking space has been assigned shall have and enjoy an easement for ingress and egress to and from said parking space, which easement shall be a nonexclusive easement for the benefit of each Commercial Condominium, its Owner, tenants, and their business invitees.

4.8 Residential Halls, Laundry Facilities. The halls, corridors and laundry facilities, of the seventh through the twenty-fourth (7-24) floors shall be Limited Common Elements to the Residential Condominiums.

4.9 Pool Use. The pool and the terrace surrounding it, and the club room and recreational facilities, all located on the seventh floor, shall be Limited Common Elements reserved for the use of the Residential Condominiums. Provided, however, the Commercial Condominium Owners or their tenants may have use of such areas, limited to their personal, individual use. No invitees or employees of the Commercial Condominiums or of the Commercial Condominium Owners or their tenants shall be permitted to use these areas without the approval of the Association (which approval may be given or declined at the unlimited discretion of the Association), and such use shall be substantially limited to occasional rather than regular use, so as not to interfere with the private use of same by the Residential Condominiums. "Personal use" means in the case of a corporation or other business organization, the President, Secretary and Treasurer, or the partners, but in no event more than three (3) persons.

4.10 Air-Conditioning Equipment. The air-conditioner compressor, and the heating and air-conditioning heat exchanger/fan coil units servicing each Residential Unit shall be Limited Common Elements of its respective Residential Unit. The expenses of the maintenance of these items shall be a Limited Common Expense, and shall be allocated among only the Residential Condominiums pro-rata according to the ratio that their respective Ownership Interests bears to the total Ownership Interests of all Residential Condominiums. Such expenses shall not be shared by the Commercial Condominiums.

4.11 Common Metered Utility Services. The electrical utility service, the air-conditioning, and the air-conditioning heat exchanger/fan coil units located on the first and second floors and the electrical utility service for the common areas on the third through the twenty-fourth floors are measured on a common electric meter. The cost of such electric utility service and the expense of the maintenance of the heating and air-conditioning equipment for such areas shall be a common expense which shall be allocated 10% to the Commercial Condominiums, (which shall be prorated among them according to their ownership interests) and 90% to the Residential Condominiums (which shall be prorated among them according to their ownership interests). Provided however, the cost of any modifications in any such utility service due to remodeling or refurbishing of a Commercial Condominium shall be borne by that Condominium.

ARTICLE V: ADMINISTRATION OF UNIT OWNERSHIP ESTATES

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

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

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

ARTICLE VI: EFFECT OF DECLARATION

The provisions of this Declaration shall be applicable and effective upon Recordation, except for specific provisions or portions hereof stating otherwise.

ARTICLE VI: MEMBERSHIP AND VOTING RIGHTS

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

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

7.3 Association Controlled by the Board. All the affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association provided that the use of the Limited Common Element reserved for the exclusive use of the Commercial Condominiums shall be controlled by the Commercial Committee. The Board (except for the initial Board) shall be elected by the Condominium Owners entitled to vote. A Director need not be a Condominium Owner.

7.4 The Commercial Committee. The administration of the affairs, policies and regulations affecting the Limited Common Elements which are reserved for the exclusive use of Commercial Condominiums shall be governed by the Commercial Committee whose members shall be elected by the Commercial Condominium Owners. The Commercial Committee shall designate a representative to attend all meetings of the Board of the Association and such representative shall be given notice of all meetings of the Board and shall enjoy all the rights and privileges of a Member of the Board except the right to vote; a member of the Commercial Committee need not be a Condominium Owner.

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

8.1 Annual Budget. The Board shall approve an annual budget (in the form of a pro-forma operating statement) in advance for each fiscal year and the budget shall project anticipated Common Profits and estimated Common Expenses in sufficient detail to show separate estimates for insurance as set forth in Article IX herein. In determining the annual budget for such Common Expenses, the Board shall provide for an operating reserve fund for capital expenses for those Common Elements which must be improved, repaired or replaced on a periodic basis. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any calendar year for which the budget has been projected. In the preparation of the annual budget, the Board shall consider recommendations of the Commercial Committee as to the expenses and reserve requirements of the Limited Common Elements reserved for the exclusive use of the Commercial Units, and the Common Elements servicing the Commercial Units, and shall not neglect those areas in favor of such elements regarding the Residential Units.

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

8.3 Special Assessments. Special assessments may be levied by the Board from time to time to meet other needs or requirements of the Association in the operation and management of the Condominium as more particularly provided in the By-Laws.

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

8.5 Personal Liability for Assessment, Enforcement Expenses. The Condominium Owners of record shall be personally liable to the Association for the payment of all assessments, regular or special, made by the Association and for all costs of collection including attorney's fees of delinquent assessments. An individual Condominium Owner may be assessed for expenses of collection. Expenses incurred by the Association as a result of the violation of the rules, By-Laws, Articles of the Association or of this Declaration by the Condominium Owner or his tenants or guests may be assessed against such Condominium Owner. Assessments may be made against each Condominium Owner for utility services which are not individually metered, but which are commonly metered with other Condominiums.

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

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

- (a) Assessments, liens and charges for taxes past due and unpaid on the unit;
- (b) Judgments entered in a Court of Record prior to the date such common expense assessment becomes due;

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

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

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

8.8 First Mortgagee in Foreclosure Not Liable for Past Due Assessments. The holder of a first mortgage acquiring title to a Condominium by foreclosure of its mortgage or by acceptance of a voluntary conveyance in lieu thereof, or a purchaser at judicial sale resulting from the foreclosure of a first mortgage, and its successors and assigns shall acquire title free and clear of all delinquent assessments of such Condominium. Provided, however, this provision shall not allow the new Condominium Owner to avoid his proportionate share of any special assessment which may be made on all Condominiums after the new Condominium Owners acquisition of title and which is made as a result of such delinquent assessments.

8.9 Purchasers Joint Liability for Past Due Assessments; Estoppel Letter of Association. Except as provided in Paragraph 8.8, above, any Person who acquires an Ownership Interest in a Condominium shall be personally liable, and jointly and severally liable with the grantor, for all unpaid assessments up to the time of the transfer of ownership. Provided, however, that any Person purchasing or encumbering a Condominium shall have the right to rely upon any statement made in writing by an officer of the Association regarding assessments which have already been made and which are due and payable to the Association, and the Association and the Condominium Owners shall be bound thereby.

8.10 Declarant's Assessment Reduced. Notwithstanding any provisions to the contrary contained herein, Declarant shall be required to contribute only twenty percent (20%) of the declared assessments for all Condominiums owned by it, provided said Condominiums subject to the reduced assessment are unoccupied, and provided sufficient income is available to the Association on a monthly basis to meet its monthly expenses. If sufficient income is not available, the Declarant shall contribute such additional portion of the assessments on Declarant's Condominiums to cause the Association to break even. Provided, however, the Declarant shall not be required to contribute more than one hundred percent (100%) of its assessments.

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

ARTICLE IX: INSURANCE

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

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

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

9.4 Mortgagee Endorsements. Provisions shall be made for the issuance of certificates of mortgage endorsements to the mortgagees of each Condominium Owner if requested.

9.5 Insurance Cost a Common Expense. Premiums on insurance policies purchased by the Association shall be paid by the Association as a General Common Expense. Provided however the cost of such insurance shall be distributed to the Condominium Owners in a manner so as to take into consideration the respective use of each Condominium, and if rates are higher for any use of a particular Condominium then that Condominium shall bear the additional expense due to such use. More specifically, without limiting the generality of the above, any higher rate in insurance premiums for insurance procured by the Association which is due to the commercial use of one or more of the Commercial Condominiums shall be charged to the respective Commercial Condominium or Condominiums causing the higher rate. In such manner such higher rates shall be charged to such Condominiums as a Limited Common Expense.

ARTICLE X: RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

10.1 Condominium Owner. Each Condominium Owner shall bear the cost of and be responsible for the maintenance, repair and replacement, as the case may be, of hallway doors and glass doors (used for ingress and egress from the Condominium to its respective patio, terrace or balcony) his Condominium and of all electrical and plumbing fixtures, kitchen and bathroom fixtures, and all other appliances or equipment, including any pipes, wire or other fixtures and their connections required to provide water, light power, telephone, conditioned air, sewage and sanitary service to his Condominium and which may now or hereafter be affixed and contained within the space of his Condominium. The Unit's bath and kitchen appliances shall be owned by the Condominium Owner and the repair and replacement of this equipment will be the responsibility of each Condominium Owner. Also the Condominium Owner is responsible for the interior surfaces of boundary walls and of all interior walls, and ceiling and floor surfaces. Each Condominium Owner shall maintain its respective condominium in a first class condition keeping all fixtures, therein in good working order,

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

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

10.4 Terraces and Balconies; Decoration Controlled. The terraces or balconies adjoining each Condominium are defined as Limited Common Elements and are for the exclusive use of the Condominium Owner of said dwelling. The Condominium Owner may not decorate the floor or wall surfaces of, or enclose, said terrace or balcony without conformance to such standards as the Association may create. Such standards may prohibit any such decoration and the failure to create such standards shall be deemed to prohibit any such decoration of such floor or wall surfaces or the enclosure of such terrace or balcony.

ARTICLE XI: RECIPROCAL EASEMENTS, ENCROACHMENTS

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

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

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

11.4 Special Easements. The Commercial Condominiums designated "Unit 1A", "Unit 2A" and "Unit 2B", on Exhibit "A" hereof shall have a special use easement of that portion of "Unit 2C" which is labeled as "hallway", "men", and "women" for the limited purposes of providing restroom facilities for the use of Unit 1A, 2A, and 2B owners and employees (specifically excluding their business invitees), together with the right of ingress and egress to effect such limited use.

ARTICLE XII: USE RESTRICTIONS AND REGULATIONS

12.1 Residential Condominiums Use. Each Residential Condominium is hereby restricted to single family, residential use by the Condominium Owner thereof, and his immediate family, with normal use of guests, invitees and tenants. All Condominiums on the seventh through the twenty-fourth floor shall be restricted to Residential Condominiums and to residential use. Notwithstanding the other terms of this section, the twenty-third floor of the Building may be used for commercial purposes until the expiration of its current commercial leasehold tenants in December of 1986, but thereafter it shall be subject to the use restrictions of this section.

12.2 Residential Occupancy Limitations. Each one bedroom Residential Condominium may be regularly occupied by no more than two (2) individuals, each two bedroom Residential Condominium by no more than three (3) individuals, and each three (3) bedroom Condominium by more than five (5) individuals. Residential Condominiums may be rented provided the occupancy is by only one lessee and members of his immediate family, his servants and guests.

12.3 Commercial Condominiums Use. Each Commercial Condominium is hereby restricted to commercial use or to office use by the Condominium Owner and his tenants, business invitees and employees. No bars or taverns shall be permitted except in the case of a restaurant which has an incidental part of its food service business, a private club. All Condominiums on the first and second floor shall be restricted to commercial use.

12.4 Leasing. No Condominium shall be permitted to be leased for transient or hotel purposes. Tenancies of no less than six (6) months shall be granted by a Residential Condominium Owner and shall be by written lease, a copy of which shall be delivered to the Secretary of the Association. Tenancies of no less than one month shall be granted by a Commercial Condominium Owner and shall be by written lease. All leases shall provide that a lessee's violation of the Declaration, or By-Laws or Articles of the Association shall be a breach of the lease. By occupying a Condominium, all tenants acknowledge the validity of the Declaration, the By-Laws, and the Articles of Incorporation of the Association and agree to be bound by their provisions in the same fashion as if such tenants were Condominium Owners. No rooms within a Residential Condominium may be rented and no transient tenant may be accommodated. No lease of a Condominium shall release or discharge the Condominium Owner thereof from compliance with this Article XII or any of his other duties as a Condominium Owner. No tenancy shall be valid unless it conforms to this Paragraph 12.4. All tenancies in violation of this paragraph may be terminated by the Association in the same fashion as an owner may terminate a month-to-month tenancy in accordance with: (i) in the case of Residential Condominiums, the Oklahoma Residential Landlord and Tenant Act; and (ii) in the case of Commercial Condominiums, the applicable Landlord Tenant Act. The leasing of Residential Condominiums may be further restricted, but only by provisions in the By-Laws. The Association may not further restrict the leasing of Commercial Condominiums. The above notwithstanding, nothing herein shall be construed to prohibit the granting of a lease of a Residential Condominium of lesser term by a first mortgagee in possession or by the Association during foreclosure proceedings.

12.5 Nuisances, Trash Prohibited. No nuisances (including, without limitation, the emitting of noise or odors from a Condominium) shall be allowed to be committed or maintained upon the Property, or within a Condominium, nor any use or practice that is the source of annoyance to

residents of the Residential Condominiums or of the Commercial Condominium users or which interfere with the peaceful possession and proper use of the Property. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Condominium Owner shall permit any use of his Condominium or make use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

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

12.7 Pets Restricted. No more than one (1) usual and primary household pet weighing less than twenty (20) pounds may be kept in any Condominium without prior written consent of the Board. The By-Laws may further restrict or prohibit the keeping of such pets on the Property. Pets shall not be allowed on the Common Elements except as permitted by the rules made by the Board. All pets shall be kept on leash when outside of the Condominium and while on the Property. Notwithstanding the privileges granted or restricted by this paragraph, the Board may require the removal from the Property of any or all pet(s) considered by the Board to be exotic, frightening to other owners, vicious, dangerous or which may constitute a nuisance.

12.8 Regulations. Reasonable regulations concerning the use of the Property may be made and amended from time to time by the Board of Directors of the Association including the use of the recreational facilities by persons other than Condominium Owners.

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

12.10 Signs Limited. Except as otherwise expressly permitted by the Commercial Committee, no sign, poster, writing, symbol, advertisement or notice of any type shall be shown on the Common Elements or on the exterior of any Condominium and no exterior antennas and aerials shall be erected except as provided under uniform regulations promulgated by the Association. Provided that Declarant shall have the right to install such signs, poles, posters, writings, symbols, and advertisements as it deems appropriate in connection with its sales program for the sale of Condominiums to the public. No sign, poster, writing symbol, advertisement or notice of any type shall be shown on the Common Elements, or placed on any window or door in connection with any Commercial Condominium unless the same has been approved by the Commercial Committee, which approval shall not unreasonably be withheld, provided the Commercial Committee shall use its discretion in creating uniform standards for permitting such signs or advertisements so that same shall not detract from the character of the Premises as a Class "A" residential and commercial property. The Commercial Committee shall control the use, removal, reconstruction or repair of the canopy appurtenant to the First Floor Lobby on South Boulder Avenue.

12.11 Use of Common Elements. A Condominium Owner shall not place or cause to be placed in the Common Element areas or Limited Common Element areas any furniture, packages, objects or things of any kind. Provided, however, terraces may contain typical patio furniture but may not contain refrigerators, freezers, wardrobes, storage bins, boxes, trash, or other items which, in the judgment of the Board of Directors, would detract from the general appearance or safety of the Property. Such areas shall be used for no other purpose than for normal use for which they are intended.

estate which may be donated by the Commercial Condominium Owners, for additional Commercial Condominium Parking, and same shall be annexed to the Property and submitted to this Declaration and to the Act. Provided, however, the Association shall not be required to accept such donated real estate for additional parking if same has not been adequately paved with asphalt or concrete, and otherwise prepared for immediate use. Annexation shall be effected by Recording a notice of annexation and declaration addendum legally describing said real estate and submitting same to the Act, referring to this Declaration by reference and executed by the president of the Association, together with a certified copy of a resolution of the Board authorizing such annexation, and further executed by the then owners of such real estate granting same to the record owners of the Property in common. Such additional parking space shall be Limited Common Elements for the exclusive use of the Commercial Condominiums.

ARTICLE XV: AMENDMENT OF DECLARATION

15.1 Amendment. Except for changes resulting as provided in Section 13.4, Section 20.3 and Section 20.6, this Declaration or the By-Laws of the Association and these restrictions, reservations, covenants, conditions and easements may be modified or amended in a manner not in conflict with the Oklahoma Unit Ownership Estate Act by Recordation of such modification or amendment signed by Condominium Owners having seventy-five percent (75%) of the Condominium Ownership Interests. Such modification or amendment shall be first adopted by the Board and recommended to the Condominium Owners and then submitted to a vote of the Condominium Owners in accordance with the By-Laws and Articles of Incorporation of the Association. Provided that no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any first mortgage or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved in favor of any mortgagee or in favor of the owners of Commercial Condominiums or the Declarant without the consent of one hundred percent (100%) of the holders of first mortgages or of the Declarant or without the consent of the Commercial Condominium Owners having seventy-five percent (75%) of the Ownership Interests of the Commercial Condominiums, as the case may be. The Public may rely on the affidavit of the President (attested by the Secretary) of the Association, duly Recorded for purposes of determining whether the persons consenting to such a modification or amendment are in fact Owners or Mortgagees.

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

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

15.4 Binding Effect. These restrictions, reservations, covenants, conditions and easements shall be binding upon and inure to the benefit of all Condominium Owners and their grantees, heirs, devisees, personal representatives, successors and assigns, and all parties claiming by, through or under them, and same are deemed as appurtenant to each Condominium. No such right shall be materially modified or abridged without the consent of the Condominium Owner affected. For purposes of this paragraph to "materially modify or abridge" means to cause a reduction in value of such Condominium.

ARTICLE XVI: TERMINATION OF UNIT OWNERSHIP ESTATES

16.1 Obsolete Property. Ninety percent of the Ownership Interests computed on the basis set forth in Section 1 (h) hereof, may agree that the property is obsolete in whole or in part and whether or not the same shall be renewed and restored or the property sold and the proceeds of sale distributed, provided that in either such event the consent of all the holders of first mortgages must first be obtained. If such agreement and consent provides for the renewal or restoration of the property, then the expense thereof shall be payable by all the Condominium Owners as a common expense. However, if such agreement and consent provides for the property to be sold, then the property shall be subject to partition at the suit of any Condominium Owner, in which event the proceeds of sale shall be divided among all Condominium Owners according to their Ownership Interests after first applying such shares to the payment of all liens on the respective Condominium of each Condominium Owner.

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

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

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

The Association shall at all times maintain a register setting forth the names of all Condominium Owners and any purchaser or transferee of a Condominium shall notify the Association of his interest in such Condominium. Condominium Owners shall be required to notify the Association of the name of any party holding a mortgage upon any Condominium, and any release thereof and a copy of all leases, the name of all lessees, and of any release or expiration thereof.

ARTICLE XVIII: REAL PROPERTY TAXES DURING INITIAL YEAR

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

ARTICLE XIX: RESPONSIBILITY OF CONDOMINIUM OWNERS

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

19.2 Suits and Liability for Costs. Failure to comply with the terms of this Declaration and the By-Laws of the Association shall be grounds for an action to recover damage and/or injunctive relief or both, maintainable by the Association or in the proper case, by a Condominium Owner. In any successful action brought against a Condominium Owner by the Association (or in the proper case by a Condominium Owner) for damages or injunctive relief due to such Condominium Owner's failure to comply with the provisions of this Declaration or By-Laws of the Association, the prevailing party (or the Condominium Owner) shall be entitled to court costs, reasonable attorney's fees and expenses incurred by it in connection with the prosecution of such action.

ARTICLE XX: RESERVATION OF DECLARANT

20.1 General. Notwithstanding the other provisions of this Declaration which may restrict the use the Common Elements or of a Condominium, or which may restrict the amendment of the Declaration, The Declarant shall have the rights as enumerated in this article for a period of three (3) years after the date on which seventy percent (70%) of all Condominiums have been sold and closed to their first purchasers provided such reservations shall expire no later than December 31, 1985.

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

20.3 Physical Changes; Amend Declaration. For such period, Declarant reserves the right to change the interior design and arrangements of all Condominiums and to alter the boundaries between Condominiums and to change the size or price thereof so long as Declarant owns the Condominiums so altered. Provided that no such change shall increase the number of Residential Condominiums or alter the Ownership interest of Residential Condominiums or alter the boundaries of the Common Elements by reducing the common elements, though Declarant may add to the Common Elements. Declarant may make improvements to the Common Elements for the purpose of promoting the sale of Condominiums after recordation of this Declaration provided same are done at the expense of Declarant. Further the Declarant reserves the right to amend this Declaration in order to subdivide the Commercial Condominiums designated as Unit "1B" and/or Unit "2C" provided each such resulting subdivided Condominium shall have at least 500 square feet, and shall have a direct exit to a thoroughfare, or an exit to a given common space leading to a thoroughfare, and further provided each resulting subdivided Condominium shall have as an appurtenance thereto a prorata portion (based on the then relative value of the resulting subdivided Condominiums) of the Ownership Interests of the original Condominium being subdivided and further provided that the ownership interest of any other Condominium shall not be altered by such subdivision. In further subdividing Unit 1B and/or Unit 2C, Declarant

may designate such portion of either of them as General Common Elements or as Limited Common Elements as may be necessary or convenient to the resulting subdivided Condominiums.

An amendment of this Declaration reflecting any of the aforesaid alterations of Condominium plans by the Declarant need be signed and acknowledged only by the Declarant and need not be approved by the Condominium Owners or mortgagees except the consent of the first mortgagee holding a mortgage on the Commercial Condominium being subdivided, shall be required.

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

20.5 Sales Efforts, Sales Office. For such period, neither the use of the Property nor any Condominium Owner, the Board of Administrators, the Commercial Committee or the officers of the Association shall interfere with the completion of the contemplated improvements and the sale of the Condominiums owned by Declarant. Declarant may make such use of the unsold units and Common Elements as may facilitate such completion and sale, including but not limited to, maintenance of a sales office, the showing of the Property, the holding of meetings or conferences in the clubrooms for business purposes, and the use of unassigned parking spaces.

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

20.7 Commercial Committee. Except as limited by Section 20.1 so long as Declarant owns any Commercial Condominium, Declarant shall have the authority to appoint all members of the Commercial Committee.

ARTICLE XXI: GENERAL PROVISIONS

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

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

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

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

21.5 Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender, and the use of the singular or plural shall be taken to mean the other whenever the context may require.

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

21.7 Condominium Owners Rights to Sue. Except as specifically limited by Section 21.8, any person claiming an interest in the Property by, through or under the Declarant or by virtue of any judicial proceedings, or the Association, or the Condominium Owners or a mortgagee, or any of them, severally, shall have the right to proceed against any other such person at law for damages or in equity to compel their compliance with the terms hereof or to prevent the violation or breach of the terms hereof, or for such other relief as may be appropriate. Further, whenever any structure has been built or installation made which violates the terms hereof, the Association shall have the right to enter upon the Property where such violation exists, and summarily abate or remove the same and shall make the necessary repairs or improvements where such violation occurred, so that the Property shall be in the same condition as it was before said violation occurred, all at the expense of the Condominium Owner, and any such entry and abatement or removal shall not be deemed a trespass.

21.8 Discrimination Between Commercial Condominiums and Residential Condominiums. In administration of the Property the Association shall not establish a course of conduct, or create rules, regulations or procedures, or expend the funds of the Association, or determine priorities for the repair and maintenance of the Common Elements serving the Commercial Units and the Residential Units, which shall discriminate against the Commercial Units. This prohibition against discrimination shall not be an individual right of each Commercial Condominium Owner, but shall be enforceable only by the Commercial Committee. In this regard the Commercial Committee shall have standing to sue for equitable relief. In the event a court of competent jurisdiction must be called upon to enforce this provision, the prevailing party shall be entitled to the reimbursement of its litigation costs including attorney's fees.

IN WITNESS WHEREOF, the Declarant binds itself and its successors and assigns and has caused these presents to be executed. DATED this 17th day of June, 1980. (ORIGINAL ON FILE)

BY-LAWS

LIBERTY TOWER OWNERS ASSOCIATION, INC.

ARTICLE I: OFFICES

1.1 Offices: The principal office of the Association shall be located in the City of Tulsa, County of Tulsa, State of Oklahoma.

ARTICLE II: DEFINITIONS

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

- (a) "Association" means the Liberty Tower Owners Association, Inc., a non-profit corporation, organized under the laws of the State of Oklahoma for the purpose of administering the Property and the Condominiums.
- (b) "Building" means the twenty-four (24) story structure comprising a part of the Property.
- (c) "Common Elements" means and includes the General Common Elements and Limited Common Elements.
- (d) "Common Expenses" means and includes the General Common Expenses and the Limited Common Expenses.
- (e) "General Common Expenses" means and includes:
- (1) Expenses of administration of the Common Elements and of maintenance, repair or replacement of the General Common Elements;
 - (2) Expenses agreed upon as common by all the Condominium Owners;
 - (3) Expenses declared as General Common Expenses by provisions of the Act, or by this Declaration or the Articles of Incorporation or By-Laws of the Association;
 - (4) General Common Expenses are shared by all Condominiums pro-rata according to their respective Ownership Interests;
- (f) "Common Profits" means the balance of all income, rents, profits and revenues from the Common Elements and facilities remaining after the deduction of the Common Expenses;
- (g) "Commercial Unit" means an enclosed space consisting of one or more rooms which is designated for commercial use. A Commercial Unit does include the surface of its boundary walls, but does not include the interior of said boundary walls.
- (h) "Condominium" is the same as a Unit Ownership Estate, which consists of Residential Unit or Commercial Unit, together with its undivided interests in the Common Elements.
- (i) "Condominium Owner" means a person who owns a Condominium.
- (j) "Declaration" means the Declaration of Unit Ownership Estates for Liberty Tower Condominiums, when duly recorded, by which the property is submitted to the provisions of the Act.
- (k) "General Common Elements" means and includes those elements of the Property necessary or convenient to its existence, maintenance and safety, and normally in common use, except those elements which are specifically designated as Limited Common Elements.
- (l) "Limited Common Elements" means and includes those Common Elements which are to be reserved by the terms of this Declaration to the use of certain Units to the exclusion of the other Units.
- (m) "Limited Common Expense" means an expense allocated among specified Condominiums to the exclusion of all other Condominiums.
- (n) "Majority of Ownership Interests" means the owners of more than fifty percent (50%) of the aggregate interest in the General Common Elements as established by this Declaration and as listed in Exhibit "B" hereto. Further, any specified percentage or proportion of Ownership Interests means such percentage or proportion of the aggregate of such undivided ownership.
- (o) "Ownership Interest" means the proportionate undivided interest in the Common Elements which are appurtenant to a Condominium. The Ownership Interest for each Condominium is set out on Exhibit "B".
- (p) "Person" means an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.
- (q) "Property" means and includes the land, the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto.
- (r) "Recordation" means to file or record in the office of the County Clerk in Tulsa County, Oklahoma, in the manner provided by law for recordation of instruments affecting real estate.
- (s) "Residential Unit" means an enclosed space consisting of one or more rooms which is designed for a single family residence. A Residential Unit does include the surface of its boundary walls, but does not include the interior of said boundary walls.
- (t) "Unit" means either a Commercial Unit or a Residential Unit.

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

ARTICLE III: EFFECTIVE DATE OF BY-LAWS

3.1 These By-Laws shall be effective from and after the date on which management of the Condominiums is turned over to the Association which shall occur as provided in the Declaration. Where the terms of these By-Laws contradict the Declaration, the terms of the Declaration shall control.

ARTICLE IV: MEMBERS

4.1 Condominium Owners. The membership of the Association shall consist exclusively of the Owners of Condominiums, Membership is compulsory according to the Declaration and is effected automatically upon the purchase of a fee ownership interest in a Condominium. Further, membership is terminated automatically upon the sale, transfer, conveyance or other disposition by a Condominium Owner thereby terminating his fee ownership interest.

4.2 Management Rights of Members. Except as otherwise stated in the Declaration and elsewhere herein regarding the Commercial Committee, the management of the Condominiums shall be vested exclusively in the Board of Directors of the Association and no member shall be authorized to perform any acts or exercise any of the powers of the Board without the express delegation of such authority to such member by the Board.

4.3 Commercial Committee. The control of the use of the Limited Common Elements serving the Commercial Units shall be vested in the Commercial Committee.

ARTICLE V: MEETINGS OF MEMBERS

5.1 Place of Meetings. All meetings of members shall be held at the Property or at such other location in Tulsa, Oklahoma, in reasonable proximity to the Property, as may be designated in the notice of meeting. If no notice is required or if no meeting place is designated in the notice, the meeting shall be at the Property.

5.2 Annual Meeting. The annual meeting of the members shall be held on the fourth Monday in the month of December in each year, beginning with the year following the year of incorporation of the Association, at the hour of eight o'clock (8:00) P.M., for the purpose of electing Directors whose terms of office have expired and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the state in which the meeting is to be held, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting of the members, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as conveniently may be held.

5.3 Special Meeting. A special meeting of the members may be called for any purposes, unless otherwise prescribed by statute or Certificate of Incorporation, by any officer or by the Board of Directors of the Association and shall be called by any such officer at the request of the members owning a total Percentage Ownership Interest of not less than twenty-five percent (25%) entitled to vote at the meeting, which request shall state the purpose or purposes of the proposed meeting. Business at a special meeting shall be limited to the purpose or purposes stated in the call of said meeting.

5.4 Notice of Meeting. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than five (5) nor more than thirty (30) days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the

officer or persons calling the meeting, to each member of record entitled to vote at such meeting. No notice shall be required of the annual meeting if held in accordance with Paragraph 5.2, above. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the membership record books of the Association, with postage thereon prepaid. Any member may waive notice in writing, of any annual or special meeting of the members. Unless the Condominium Owners specify a different address for notice purposes and deliver same to the Secretary of the Association, such notice shall be delivered to the address of such Owner's Condominium. Notice delivered to one joint owner of a Condominium shall be deemed delivery to all other joint owners of such Condominium.

5.5 Members Vote. Each Condominium shall be entitled to a vote equal to its Ownership Interest of the Common Elements which are appurtenant to such Condominium as set out in the Declaration. When a quorum is present at any meeting, the majority vote of the Ownership Interests present in person or represented by proxy and constituting such quorum shall decide any question brought before such meeting, unless the question is one upon which by express provisions of the statutes, the Declaration, the Certificate of Incorporation, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

5.6 Designation of Voting Member. The person designated as Condominium Owner on the books of the Association shall be entitled to represent such Person's respective Condominium and to cast its respective vote. No vote shall be allowed Condominiums owned by the Association. Where a Condominium is owned by more than one Person, any such owner is authorized to cast the vote of the Condominium. Provided, however, should more than one such multiple owner attempt to cast the vote of a single condominium, then such vote shall not be counted unless they concur. Further, provided that where there is multiple ownership of a single Condominium, the Board of Directors of the Association may require all the owners thereof to designate in writing an individual who shall be entitled to cast the vote on behalf of all the owners of such Condominium, which designation shall be effective until it has been changed in writing.

5.7 Closing of Transfer Books or Fixing of Record Date. In order to determine the members who are entitled to notice of any meeting or who are entitled to vote at any meeting of members or any adjournment thereof, or in order to identify the members for any other proper purpose, the Board of Directors of the Association may provide that the membership record books shall be closed for a stated period but not to exceed, in any case, forty (40) days. If the membership record books shall be closed for the purpose of determining members entitled to notice of or to vote at a meeting of members, such books shall be closed for at least five (5) days immediately preceding such meeting. In lieu of closing the membership record books, the Board of Directors may fix in advance a date as the record date for any such determination of members, such date in any case to be not more than forty (40) days and, in case a meeting of members, not less than five (5) days prior to the date on which the particular action requiring such determination of members is to be taken. If the membership record books are not closed and no record date is fixed for the determination of the members who are entitled to notice of a meeting, the date on which the notice is given, shall be the record date for such determination of members. If the membership record books are not closed and no record date is fixed for the determination of members entitled to vote at any meeting in which either notice is waived and no notice is given, or for actions of other members to be taken without a meeting, then the record date shall be the day preceding such meeting or the day preceding the date of the memorandum without action, as the case may be. When a determination of members entitled to vote at any meeting of members has been made as provided in this section, such determination shall apply to any adjournment thereof.

5.8 Voting Lists. The officer or agent having charge of the membership record books of the Association shall make a complete list of the members entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order, with the address of and the Ownership Interest owned by each. Such list shall be kept on file at the manager's office at the Property and shall be subject to inspection by any member at any time during usual business hours. The original membership record book shall be prima facio evidence as to who are the members entitled to examine such list or to vote at any meeting of members. Members shall be responsible for providing information to the Secretary documenting any change in ownership of a Condominium. The Association may require certified copies of deed of conveyance to document any such ownership change and may also require certified copies of first mortgages.

5.9 Quorum. A Majority of Ownership Interests entitled to vote shall constitute a quorum at a meeting of members, if represented in person or by proxy. If less than a Majority of Ownership Interests is so represented at a meeting, such Ownership Interests so represented may adjourn the meeting from time to time without further notice upon a vote of a majority to the voting power present. At such adjourned meeting at which a quorum shall be so represented, any business may be transacted which might have been transacted at the meeting as originally notified. The members so represented at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Ownership Interests to leave less than a quorum.

5.10 Proxies. At all meetings of members, a member may vote by proxy, executed in writing by the voting member of a Condominium or by his duly authorized attorney in fact, and bearing a date not more than eleven (11) months prior to said meeting unless said instrument provides for a longer period. Such proxy shall be filed with the Secretary of the Association before or at the time of the meeting.

5.11 Voting by Certain Members. Condominiums standing in the name of another corporation may be voted by such officer, agent or proxy as the bylaws of such corporation may prescribe, or, in the absence of such provisions, as the board of directors of such corporation may determine. Condominiums which are a part of an estate, and are within the control of an administrator, executor, guardian or conservator may be voted by such representative, either in person or by proxy, without a transfer of such membership into his name. Condominiums standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote without a transfer of such Condominium into his name. Condominiums standing in the name of a receiver may be voted by such receiver, and Condominiums held by or under the control of a receiver may be voted by such receiver without the transfer thereof into such receiver's name if authority so to do by contained in an appropriate order of the court by which such receiver was appointed. Condominiums belonging to the Association, except those held by it in a fiduciary capacity, shall not be voted, directly or Indirectly, at any meeting, and shall not be counted in determining the total Ownership Interests for any purposes.

5.12 Informal Action by Members. Unless otherwise provided by law, any action required to be taken at a meeting of the members, or any other action which may be taken at a meeting of the members may be taken without a meeting if a "memorandum of action without meeting" and consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

5.13 Consent of Absentees. The transactions of any meeting of members, either annual or special, however called and noticed, shall be valid, notwithstanding any irregularity in notice or call, if a quorum be present either in person or by proxy and if, either before or after the meeting, each of the members who were not present in person or by proxy, but who were

entitled to vote, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with and made a part of the minutes of the meetings.

5.14 Mortgagee Representation. Institutional holders of first mortgages on Condominiums shall have the right to attend all membership meetings if their representative is designated in writing to the Board, and notice of such Meetings shall be given to such mortgagee at the address so designated in writing. Provided, however, the failure to give notice to any such mortgagee, or the failure of such mortgagee to be admitted to any such meeting shall not of itself render the action taken at such meeting void or void able. Members of the Board shall be elected by a Majority of Ownership Interests.

5.15 Voting. Voting of the members may be viva voice or by ballot provided that all elections for Directors shall be by secret written ballot upon demand made by any member before the voting begins. Cumulative voting is prohibited.

ARTICLE VI: MEMBERSHIP ASSESSMENTS AND LIEN RIGHTS

6.1 Regular Assessments. In accordance with the provisions of these By-Laws and the Declaration, the Board shall fix and determine the regular assessments to be paid by each Condominium Owner for the purpose of operating, maintaining and repairing the Common Elements (including a reserve fund for those Common Elements which must be repaired or replaced on a periodic basis) and paying the necessary expenditures of the Association. Further, the Board shall establish an operating reserve for replacement as set forth in the Declaration. Provided, however, the authority of the Board to make such regular assessments shall in all respects be limited to that which is given in the Declaration. Such regular assessments shall be paid in monthly installments in accordance with the Declaration.

6.2 Special Assessments. In addition to levying the regular assessments, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of capital alterations, capital additions to the Common Elements or for the purchase of real estate to be added to the Common Elements; provided, however, that such additions, alterations or improvement shall first be approved by a 2/3 majority of Residential Condominium Ownership Interests, and by a 2/3 majority of the Commercial Condominium Ownership Interests each being voted as separate classes of ownership. Special assessments may also be levied by the Board from time to time to meet other needs or requirements of the Association in the operation and management of the Condominiums, in order to provide for emergencies, and infrequently reoccurring items of maintenance, repairs or replacements, provided however, that the reserve funds of the Association are insufficient to meet said costs. If such reserve funds are sufficient to meet said costs, a special assessment may nonetheless be made provided the prior approval of a Majority of the Residential Ownership Interests and of a Majority of the Commercial Ownership Interests (each being voted as a separate class of ownership) has been obtained. The Board may also levy special assessments against individual Condominium Owners to reimburse the Association for costs and expenses resulting from having to enforce the compliance of each Condominium Owner, his tenant or guest, or of his Condominium with the provisions of the Declaration, the Articles of Incorporation, and the By-Laws of the Association, and the rules and regulations promulgated by the Board.

6.3 Lien Rights. As provided in the Declaration, the Association shall have a lien against the interest of each Condominium Owner in his Condominium to secure the full and prompt payment of all assessments levied by the Association, and in the event of default, such lien may be foreclosed by the Association. Any assessment which is not paid when due shall be delinquent. Assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum legal rate and the Association may bring an action at law against such

Condominium Owner personally obligated to pay the same, and in addition thereto, or in lieu thereof, sixty (60) days after the due date, may foreclose the lien. Interest costs, costs of any legal action, costs of collection and reasonable attorney's fees incurred in such collection with or without suit shall be added to such assessments. No member may waive or otherwise escape liability for the assessments by non-use of Common Elements or abandonment of his Condominium.

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

ARTICLE VII: BOARD OF DIRECTORS

7.1 General Powers. Except with regard to the control of the use of Limited Common Elements reserved for the exclusive use of the Commercial Condominiums (which is vested in the Commercial Committee) the Property and business of the Association shall be managed by its Board of Directors, which may exercise all such powers of the Association and do all such lawful acts and things as, are not by statute or by the Declaration, the Certificate of Incorporation, or these By-Laws directed or required to be exercised or done by the members.

7.2 Number, Tenure and Qualifications. The number of Directors constituting the whole Board of Directors of the Association shall be not less than three (3) or more than seven (7). The number of Directors to be elected by the Incorporators is three (3). The term of office of the initial Board of Directors who are appointed by the Incorporators shall conform to the Articles of Incorporation, provided that the two Board members having the shortest terms shall resign within one (1) year after the original closing of sale by Declarant of seventy percent (70%) of the Condominiums (provided control of the Board shall be transferred to the Condominium Owners no later than December 31, 1984). Each Director shall be elected to serve until his successor is elected and qualifies. Directors need not be members. Except for the initial Board, Directors may be removed without cause, and their term shall be for one (1) year.

7.3 Regular Meetings. The annual meeting of the Board of Directors shall be held immediately after the annual meeting of the members and may be held without notice. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

7.4 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The person or persons authorized to call a special meeting of the Board of Directors may fix the place for holding any special meeting of the Board of Directors called by them.

7.5 Notice. Notice of any special meeting shall be given at least five (5) days previous thereto by written notice delivered personally or mailed to each Director at his business address, or such address as he may designate, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

7.6 Quorum. A majority of the number of Directors fixed by Paragraph 7.2 hereof shall constitute a quorum for the transaction of business at any meeting of the Board of Directors but if less than

such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

7.7 Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

7.8 Vacancies. Any vacancy occurring in the Board of Directors shall be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors, unless provided by law. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting or at a special meeting of members called for that purpose.

7.9 Compensation. Directors, as such, shall not receive any stated salary for their services, but, by resolution of the Board of Directors, the Directors may be reimbursed their expenses, if any, incurred in their capacity as Directors.

7.10 Presumption of Assent. A Director who is present at a meeting of the Board of Directors at which action on any matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

7.11 Executive Committee. The Board of Directors may, by resolution or resolutions passed by a majority of the whole Board, designate an executive committee, said committee to consist of two (2) or more of the Directors of the Association, which, to the extent provided in said resolution or resolutions, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Association, and may have power to authorize the seal of the Association to be affixed to all papers which may require it, between regular meetings of the Directors, subject to the control of the Board. The committees shall keep regular minutes of their proceedings, and report the same to the Board when required.

ARTICLE VIII: COMMERCIAL COMMITTEE

8.1 General Powers. The Commercial Committee shall establish and control the affairs, policies and regulations affecting the use of the Limited Common Elements which are reserved for the exclusive use of the Commercial Condominiums. The Commercial Committee shall establish such rules and regulations affecting such Limited Common Elements including the assignment and use of parking spaces, access to the lobby and Common Areas and restrictions relating to business hours open to the public. In the administration of parking spaces, the Commercial Committee shall reserve a portion of such spaces to the use of customers and business invitees of Commercial Condominiums and shall reserve a portion of such spaces to the occupants of the Commercial Condominiums. Each Owner of a Commercial Condominium shall be treated fairly in the assignment of spaces and if reserved or assigned such spaces shall be made available for distribution in proportion to the gross square footage of area of the commercial space owned by each Commercial Condominium Owner. The Commercial Committee may establish fees or charges for the use of reserved or assigned parking space. Parking space may not be committed by lease or reservation, by contract except month to month. Parking need not but may be reserved or assigned.

8.2 Election and Term of Office. Except for the first members as provided by Section 20.7 of the Declaration, the Commercial Committee shall be composed of three persons whose term of office shall be one year. Members shall be elected by a Majority of the Commercial Condominium Ownership Interests. Except for the first members (who are appointed by Declarant), the members may be removed without cause.

8.3 Regular Meetings. The annual meeting of the Commercial Committee shall be held immediately after the annual meeting of the Commercial Condominium Owners and may be held without notice. The Commercial Committee may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

8.4 Special Meetings. Special meetings of the Commercial Committee may be called by or at the request of its Chairman or any two (2) Members. The person or persons authorized to call a special meeting of the Commercial Committee may fix the place for holding any special meeting of the Commercial Committee called by them.

8.5 Notice. Notice of any special meeting of the Commercial Committee shall be given at least five (5) days previous thereto by written notice delivered personally or mailed to each committee member at his business address, or such address as he may designate, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any committee member may waive notice of any meeting. The attendance of a committee member at a meeting shall constitute a waiver of notice of such meeting, except where a committee member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

8.6 Quorum. A majority of the number of committee members fixed by Paragraph 8.2 hereof shall constitute a quorum for the transaction of business at any meeting of the Commercial Committee, but if less than such majority is present at a meeting, a majority of the committee members present may adjourn the meeting from time to time without further notice.

8.7 Manner of Acting. The act of the majority of the committee members present at a meeting at which a quorum is present shall be the act of the Commercial Committee.

8.8 Vacancies. Any vacancy occurring in the Commercial Committee shall be filled by the affirmative vote of a majority of the remaining committee members though less than a quorum of the Commercial Committee, unless otherwise provided by law. A committee member elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any committee membership to be filled by reason of an increase in the number of committee members shall be filled by election at an annual meeting or at a special meeting of Commercial Condominium members called for that purpose.

8.9 Compensation. Committee members, as such, shall not receive any stated salary for their services, but, by resolution of the Commercial Committee, the committee members may be reimbursed their expenses, if any, incurred in their capacity as committee members.

8.10 Presumption of Assent. A committee member who is present at a meeting of the Commercial Committee at which action on any matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such an action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to

the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a committee member who voted in favor of such action.

8.11 Meeting of Commercial Condominium Owners for Elections, The regular meetings of the Commercial Condominium Owners held for election of the Executive Committee shall be called and held under the same conditions as meetings of the members of the Association as so provided in Article V of these By-Laws, except the annual meeting shall be held the day before the annual meeting of the whole Association. Further, Special Meetings of the Commercial Condominium Owners shall be called and held in a manner similar to the provisions of these By-Laws pertaining to the call of a special meeting of the general association.

ARTICLE IX: OFFICERS

9.1 Number. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. The office of Vice President may be held vacant. Such other officers, assistant officers, and agents as may be deemed necessary may be elected or appointed by the Board of Directors.

9.2 Election and Term of Office. Except for the initial officers of the Association as designated in the Articles of Incorporation, who shall hold office until they resign or are removed, the officers of the Association shall be elected annually at the first meeting of the Board of Directors held after each annual meeting of the members. If the officers are not elected at such annual meeting, then as soon thereafter as is practicable a special meeting of the Board shall be called for such purpose. Each officer shall hold office until his successor has been duly elected and qualified or until his death or until he resigns or has been removed in the manner as herein provided.

9.3 Removal. Any officer or agent elected by the Board of Directors may be removed by an affirmative vote of a majority of the Board of Directors, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

9.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

9.5 President. The President shall be a member of the Board of Directors and shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. He shall, when present, preside at all meetings of the members and of the Board of Directors. He shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

9.6 Vice President. In the absence of the President or in the event of his death, inability, or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

9.7 Secretary. The Secretary shall:

- (a) Keep the minutes of the Members and of the Board of Directors meetings in one or more books provided for that purpose;
- (b) Give, or cause to be given, all notices in accordance with the provisions of these By-Laws or as required by law;

- (c) Be custodian of the Association's records and of the seal of the Association and see that the seal of the Association is affixed to all documents the execution of which on behalf of the Association under its seal is duly authorized or required;
- (d) Keep a register of the post office address of each member which shall be furnished to the Secretary by such Association;
- (e) Have general charge of the membership records of the Association; and
- (f) In general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

9.8 Treasurer. The Treasurer shall:

- (a) Have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever; deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected by the Board, keep full and accurate accounts of receipts and disbursements in books belonging to the Association and render to the President and Directors at each regular meeting of the Board, or whenever they may require it, an account of all of such transactions and the financial condition of the Association, and
- (b) In general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. Such bond shall be at the expense of the Association.

9.9 Other Officers. Such other officers, assistant officers and agents which may be elected or appointed by the Board of Directors shall perform such duties as shall be assigned to them by the Board of Directors.

9.10 Compensation and Fees. The officers of the Association shall not receive any monetary compensation for their services performed in the conduct of the business of the Association, except upon the vote or written consent of a Majority of Ownership Interests. Nothing herein contained shall be construed or preclude any officer from serving the Association in any other capacity as an agent, employee or otherwise and receiving compensation there-for. Officers of the Association may be reimbursed for expenses incurred in carrying on the business of the Association.

ARTICLE X: CONTRACTS, LOANS, CHECKS AND DEPOSITS

10.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances; and unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

10.2 Loans. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in Its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

10.3 Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association for over \$200 shall be signed by any two officers or agents of the Association designated by the Board as signators.

10.4 Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the Credit of the Association in such banks, trust companies or other depositaries as the Board of Directors may select.

ARTICLE XI: INDEMNIFICATION OF DIRECTORS, OFFICER AND COMMERCIAL COMMITTEE MEMBERS

11.1 General Indemnity. To the extent consistent with Oklahoma or other applicable law in effect from time to time, any and all present and future Directors, Officers or Commercial Committee Members (who for purposes of this Article shall be included as "officers" of the Association) shall be indemnified by the Association against all costs, and legal or other expenses, including counsel fees and the costs or amount of settlement reasonably incurred by or imposed upon them, or any of them in connection with the defense of any action, suit or proceeding, whether civil or criminal, in which they, or any of them are made parties, or a party, by reason of being or having been Directors or officers or a Director or officer of the Association. The right of indemnification herein provided shall apply whether or not such Director or officer or former Director or officer is such at the time such costs or expenses are incurred or imposed.

11.2 Misconduct Voids Indemnity. Such right of indemnification shall not apply, however, if any such Director or Officer or former Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for misconduct in the performance of duty. If any such action, suit or proceeding is settled (whether by agreement, entry of judgment by consent, or otherwise) without a final determination on the merits, the determination by a majority of the Board of Directors which members of the board are not parties to or involved in such action, suit or proceeding, though less than a quorum, or of any disinterested person or a majority of more than one disinterested person to whom the question may be referred by the Board of Directors, that such action, suit or proceeding did not arise out of misconduct in the performance of duty by the Director or Officer or former Director or Officer indemnified, and that such Director or Officer would not be held liable in the action, suit or proceeding in question, shall be necessary and sufficient to justify indemnification hereunder.

11.3 Indemnity, Specific Situations. For the purpose of the preceding provisions:

- (a) The right of indemnification conferred hereby shall extend to any threatened action, suit or proceeding;
- (b) The determination of an action, suit or proceeding by a plea of nolo contendere or other like plea shall not constitute a final determination on the merits, and
- (c) Unless expressly so adjudicated, a judgment against a Director or officer or former Director or officer indemnified, in any civil, criminal or other action, suit or proceeding, shall not constitute a determination that such Director or Officer had been liable for misconduct in the performance of duty. Advances may be made by the Association against costs, expenses and fees, as, and upon the terms, determined by the Board of Directors.

Indemnity Not Exclusive. The foregoing right of indemnification shall not be exclusive of any other rights to which any Director or Officer may be entitled as a matter of law or which may be lawfully granted to him; and the indemnification herein provided shall be in addition to and not in restriction or limitation of any other privilege or power which the Association may lawfully exercise with respect to the indemnification or reimbursement of Directors or Officers.

ARTICLE XII: POWERS AND DUTIES OF ASSOCIATION

12.1 Subject to the provisions of the Declaration and to the limitations of the Articles of Incorporation, other provisions of these By-Laws and the Oklahoma Corporations Code as to

action to be authorized or approved by the members, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Association shall be controlled by the Board, without prejudice to such general powers but subject to the same limitations, it is hereby expressly declared that the Directors shall have the powers and duties as set out below in this Article XII.

12.2 Appoint Officers and Establish Their Duties. To select and remove all the officers, agents and employees of the Association, prescribe such powers and duties for them as may be consistent with the law, the Articles of Incorporation, the By-Laws or the Declaration.

12.3 Control Business of the Association. To conduct, manage and control the affairs and business of the Association, and to make such rules and regulations therefore consistent with the law, the Articles of Incorporation, the By-Laws or the Declaration as they deem best, including rules and regulations for the operation of the Common Elements and facilities owned or controlled by the Association.

12.4 Business Location, Use of Seal. To change the principal office for the transaction of the business of the Association from one location to another within the same city; to designate any place within the city of Tulsa, State of Oklahoma, for the holding of any membership meeting or meetings and to adopt, make and use a corporate seal, and to alter the form of such seal from time to time as in their judgment they may deem best, provided such seal shall at all times comply with the provisions of law.

12.5 Borrow Money, Encumber Property. To borrow money and incur indebtedness for the purposes of the Association, and to cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefore; provided, however, that the Board shall not have the power to borrow money for the Association during any fiscal year in excess of the aggregate sum of, nor to sell during any fiscal year Property of the Association having an aggregate fair market value greater than, ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year without the vote or written assent of a Majority of Ownership Interests.

12.6 Obtain Insurance. To contract and pay for fire, casualty, liability, fidelity and other insurance adequately insuring the Association and Condominium Owners with respect to the Common Elements and the affairs of the Association, which shall include bonding of the members of any management body. Notwithstanding any provisions to the contrary herein, so long as the Federal National Mortgage Association ("FNMA") holds a mortgage on a Condominium in the project, or owns a Condominium, the Association shall continuously maintain in effect such casualty and liability insurance and fidelity bond, meeting all requirements and containing such coverage and endorsements as may be required from time to time by FNMA. Such casualty insurance shall include, but not be limited to, a condominium master or blanket policy with full replacement cost coverage and an agreed value endorsement. Whether or not FNMA holds any mortgage, fidelity insurance shall be in the form of a bond in an amount equal to one hundred fifty percent (150%) of the Association's annual assessment plus reserves, which names the Association as obligee and protects against misuse and misappropriation of Association Property by members of the Board, Officers and employees of the Association and any management agent and his employees whether or not any such person is compensated for his services.

12.7 Obtain and Pay Utilities. To pay all charges for water, electricity, gas, other utility services for the Common Elements and, to the extent not separately metered or charged, for each Condominium.

12.8 Operate Property. To manage, operate, maintain and repair the Common Elements and all improvements located thereon, including the restoration and replacement of any or all of the buildings, structures or improvements which are part of the Common Elements at any time and from time to time as the Board may determine desirable or necessary; and to make capital expenditures for and on behalf of the Association with the vote or written assent of a majority of the voting power of the Association.

12.9 Enter Into Condominiums. To enter onto any Condominium or Limited Common Element subject to the limitations set forth in the Declaration.

12.10 Enforce Declaration and By-Laws. To enforce the provisions of the Declaration, the Articles of Incorporation and By-Laws of the Association, the rules and regulations adopted by the Board and the provisions of any agreement to which the Association is a party.

12.11 Enter Into Contracts. To contract and pay for maintenance, gardening, utilities, materials, supplies and services relating to the Common Elements and to employ personnel necessary for the operation and maintenance of the same, including legal and accounting services; provided, however, that the term of any contract with a third person for supplying goods or services to the Common Elements or for the Association shall not exceed a term of one (1) year unless a longer term is approved by a majority of the voting power of each class of members of the Association, except that a contract with a public utility company for materials or services the rates for which are regulated by the Public Utilities Commission, may exceed a term of one (1) year so long as it does not exceed the shortest term for which the public utility will contract at the regulated rate, a contract for prepaid casualty and/ or liability insurance policies may be for a term of not to exceed three (3) years, provided that the policy permits short-rate cancellation by the Association.

12.12 Professional Management. The Board shall secure a qualified professional management firm or individual for the management of the project. Anything contained herein to the contrary notwithstanding, the Board shall not terminate professional management of the Property and assume self-management without the prior written approval of mortgagees holding one hundred percent (100%) or more of the first mortgages on Condominium and any agreement for management of the Property and any other contract providing for services by the Declarant, shall be terminable for cause upon thirty (30) days written notice, and without cause or payment of a termination fee upon ninety (90) days written notice and shall have a term of not more than one (1) year, renewable with the consent of the Association and the management agent.

12.13 Pay Taxes and Assessments. To pay any taxes and governmental special assessments which are or could become a lien on the Common Elements or any portion thereof.

12.14 Discipline Owners. To initiate and execute disciplinary proceedings against members of the Association for violations of the provisions of the Articles of Incorporation and By-Laws of the Association, the Declaration and the rules and regulations adopted by the Board.

12.15 Budgets and Financial Statements. To prepare budgets and financial statements for the Association as provided in the By-Laws and hire the services of accountants, bookkeepers and other professionals in this endeavor.

12.16 Notice to Mortgagee of Owner's Default. Upon the written request of the holder of any first mortgage encumbering any Condominium, to notify the same in writing of any default by the Condominium Owner of such Condominium in the performance of the Condominium Owner's obligations under the By-Laws or the Declaration which is not cured within thirty (30) days.

12.17 Notice to Mortgagee of Damage to Condominium. To give notice in writing to the Federal Home Loan Mortgage Corporation ("FHLMC") and to FNMA in care of the servicers of such loans on condominiums of any loss to or taking of the Common Elements if such loss or taking exceeds Ten Thousand Dollars (\$10,000), and of any damage to a Condominium if such damage exceeds One Thousand Dollars (\$1,000).

12.18 Notice to Mortgagee of Damage to Common Elements. To give timely written notice to all first mortgagees of any substantial damage to or destruction of any Condominium or any part of the Common Elements and, if any Condominium or any portion thereof, or the Common Element, or any portion thereof, is made the subject to any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, to give timely written notice to all first mortgagees of any such proceeding or proposed acquisition.

12.19 Prosecute or Defend Litigation, Engage Legal Counsel. To prosecute or defend, in the name of the Association, any action affecting or relating to the Common Elements or the Property owned by the Association, and any action in which all or substantially all of the Condominium Owners have an interest; and to hire legal counsel and other professionals as may be necessary to advise the Association in the Conduct of the business of the Association.

12.20 Executive Committees. To delegate any of its powers hereunder to others, including committees, officers and employee.

12.21 Purchase Property. To purchase, or accept gifts, conditionally or unconditionally, of real estate or personal property and to annex said real estate to the Property submitting same to the Unit Ownership Estate Act, making sure a Common Element (same may be classified as a General Common Element or a Limited Common Element as the Association may deem appropriate).

ARTICLE XIII: MISCELLANEOUS

13.1 Inspection of Books and Records. The Association shall keep in its principal office for the transaction of business or at such other place within the Property as the Board shall prescribe the original or a copy of the By-Laws as amended or otherwise altered to date, certified by the Secretary, a membership register, books of account and copies of minutes of all membership, Board and committee meetings, all of which shall be made available for inspection and copying by any member of the Association, or by any member's duly appointed representative and by all first mortgagees, at any reasonable time, with reasonable notice, and for a purpose reasonably related to his interest as a member or mortgagee. The Board shall establish reasonable rules with respect to:

- (a) Notice to be given to the custodian of the records by the member or mortgagee desiring to make the inspection;
- (b) Hours and days of the week when such an inspection may be made; and
- (c) Payment of the costs of reproducing copies of documents requested.

Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the Common Elements. The right of inspection by a Director shall include the right at his expense to make extracts and copies of documents.

13.2 Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of each year, except that the first fiscal year shall begin on the date of incorporation of the Association. However, the fiscal year of the Association is subject to change from time to time as the Board shall determine.

13.3 Financial Statements. The Board shall cause an audited financial statement (including a balance sheet and income and expense statement) of the affairs of the Association to be made:

(a) As of the last day of the calendar year following the calendar year in which close of the sale of the first Condominium by Declarant to a Condominium Owner occurs. Said financial statement shall reflect the financial condition of the Association as of said date and shall summarize the financial transactions in which the Association was involved during the period between the close of the first sale and the date of the financial statement. The financial statement shall include a schedule of assessments received or receivable itemized by Condominium and shall include the name of the Person or entity assessed. A copy of said financial statement shall be distributed personally or by mail to each of the members of the Association and upon written request, to all first mortgagees, within sixty (60) days after the date of such financial statement.

(b) As of the last day of each fiscal year of the Association. Said financial statement shall reflect the financial condition of the Association as of said date and shall summarize the financial transactions in which the Association was involved during the period between the close of the first sale of a Condominium or the last of such financial statements and the date of the current financial statement. Said financial statement shall include an external audit by an independent certified public accountant for each fiscal year, and a copy of the financial statement shall be distributed personally or by mail to each member of the Association and upon written request, to all first mortgagees within ninety (90) days following the end of each fiscal year.

13.4 The Board shall cause a pro forma operating statement (budget) for the Association to be prepared for the second and each succeeding fiscal year of the Association, a copy of which shall be distributed personally or by mail to each of the member of the Association not less than thirty (30) days prior to the beginning of the fiscal year to which the budget relates.

ARTICLE XIV: AMENDMENTS

Except as otherwise provided herein, new By-Laws may be adopted or these By-Laws may be amended or repealed by the vote of the members owning more than seventy-five percent (75%) of the Condominium Ownership Interests or by the written assent of such members; provided, however, that no material amendment to the By-Laws shall be made without the prior written approval of Mortgagees holding one hundred percent (100%) of the first mortgages encumbering Condominiums, and further provided that no amendment to the By-laws shall be adopted which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted or reserved in favor of the Commercial Condominiums without the consent of the Commercial Condominium Owners having seventy-five percent (75%) of the Ownership Interests of the Commercial Condominiums. Upon amendment to these By-Laws, such amendments shall be Recorded.

ARTICLE XV: SEAL

The Board of Directors shall provide a corporate seal which shall have inscribed thereon the name of the Association and the words, "Corporate Seal."

ARTICLE XVI: WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any member or Director of the Association under the provisions of these By-Laws, the Articles of Incorporation, or Declaration, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

The undersigned, being the President of Liberty Tower Owners Association, Inc., a corporation not for profit under the laws of the State of Oklahoma, does hereby certify that the foregoing By-Laws were adopted as the By-Laws of the Association at a meeting held for such purpose on the 17th day of June 1980 . (ORIGINAL ON FILE)

DECLARANT POLICIES

LIBERTY TOWER OWNERS ASSOCIATION, INC.

1.03.01.1 MISSION STATEMENT

Approved by the Board of Directors on 2/21/2000.

"The mission of the Liberty Tower Owner's Association, through its Board of Directors & Management staff, is to afford its members and residents a convenient, secure, upscale home atmosphere, similar to that available in condominium and/or co-operative complexes located elsewhere throughout the world; together with all other values associated with home ownership."

Employees of the association shall be paid competitive salaries/wages consistent with attracting a competent staff. This policy notwithstanding, the board and its hired employees shall endeavor to operate the building in an economic manner.

Association employees shall be directed solely by the Association Manager. The Manager receives direction as needed from the Association President or, in his absence, the Association Vice President. The Manager shall endeavor to uphold the mandates of applicable documents and to support policies approved by the Board. Directions from the President shall reflect board-approved policy and recent decisions of an executive committee. The Executive Committee shall be constituted and meet as needed in conformity with the by-laws. Decisions of the executive committee shall reflect the perceived will of the majority of board of directors of the association who meet monthly. The Board shall endeavor to lead the association in a manner consistent with the desires of a majority of the owners. Monthly financial statements and board meeting minutes shall be posted in areas convenient for perusal by owners.

The Manager and other employees shall treat members and residents in a respectful manner. Care shall be taken by the board and its managers to see to it that Association rules are used only as problem solving tools. Reciprocally, all Association owners and residents shall treat employees in a respectful manner, realizing that Association employees receive direction in accordance with policy #2 above.

Both common area and in-unit maintenance matters shall be handled promptly and courteously. For the convenience of owners, our in-house staff members shall perform in-unit maintenance at a reasonable charge as time allows. In-house maintenance priorities shall be based on work orders submitted by unit owners. An adequately competent maintenance staff should seldom require the assistance of outside professionals. The maintenance staff shall not be called upon to assist unit owners in alterations either during or after working hours. An inventory of commonly required MINOR repair parts (such as shut-off valves, o-rings, toilet repair parts, etc) not to exceed \$300 (1-1-00 COLA basis) in value shall be maintained.

Long range plans for capital improvements shall be made to afford residents amenities that are consistent with or better than other fine condominiums.

Committees meeting between board meetings shall carry out many of the tasks of the Board. The recommendations of such committees shall be examined for consistency with existing policies and then, generally, adopted by the Board. Committees should be chaired by members of the board whenever possible. Membership of the committees shall not be restricted to members of the board. A minimum of 48 hour advanced notice must be given prior to committee meetings.

No ownership interest shall be favored over any other ownership interest. Everyone must realize that all owners have identical rights and interests. Actions by the board shall not adversely affect the transition of ownership from one owner to another.

Where economically justifiable, every effort shall be made to conserve natural resources such as labor, water, electricity, gas, recyclable trash, etc.

1.03.01.2 EASY LIVING POLICY

Approved by the Board of Directors on October 17, 2005

0.1 THE LIBERTY TOWER MISSION STATEMENT BELOW WAS APPROVED 1-17-00.

"The mission of the Liberty Tower Owner's Association, through its Board of Directors & Management staff, is to afford its members and residents a convenient, secure, upscale home atmosphere, similar to that available in condominium and / or co-operative complexes located elsewhere throughout the world; together with all other values associated with home ownership."

0.2 POLICIES IN SUPPORT OF THE MISSION STATEMENT. On 2-17-00, the Board passed eight general supporting policies intended to be used as a check-list when considering the further enactment of policies, procedures and rules and in the conduct of the Associations business.

0.3 The purpose of this policy is to list and rank those attributes / characteristics / services which DEFINE Liberty Tower and are necessary for the fulfillment of the Mission Statement.

SERVICES ABSOLUTELY ESSENTIAL (MAINTAINED 24/7)

COLD WATER, ELECTRICITY, MINIMUM OF TWO ELEVATORS FOR PASSANGER USE ONLY, SECURITY, and TRASH DISPOSAL.

ADDITIONAL NECESSITIES (SHOULD BE MAINTAINED 24/7)

AIR CONDITIONING MAINTENANCE, HOT WATER, HOUSE KEEPING OF LOBBY AND ELEVATOR, LAUNDRY, and PARKING.

SERVICES/ATTRIBUTES THAT MAKE LIVING GOOD AT LIBERTY TOWER

ATTRACTIVE LANDSCAPING, BOARD OF DIRECTORS ATTITUDE, CLUB ROOM, COMFORTABLE POOL, DirecTV, FAIR DISTRIBUTION OF AMENITIES, LESSEES WHO ARE CAREFULLY SCREENED WITH RESPECT TO CREDIT AND VIOLENT OR ANTI-SOCIAL CRIMINAL RECORDS, REASONABLY PRICED COST-BASED ON-SITE MAINTENANCE SERVICE AND FEES, OWNERS FEES THAT ARE CONSISTENT WITH PROVIDING NEEDED / DESIRED SERVICES AND WISE FINANCIAL MANAGEMENT, RESIDENT ATTITUDE, and STAFF ATTITUDE.

1.04.02.0 GUEST/VENDOR ENTRY POLICY

Approved by the Board, December 19, 2005

Guests entering Liberty Tower are classified into three (3) categories.

(1) Tower Guest (TG) - guests entering Liberty Tower to see Tower Residents.

Liberty Tower Residents should select five or fewer names for their PERMANENT TOWER GUEST LIST. When arriving, these visitors will not be asked to show identification. Each guest must sign in at the front desk. Each visitor will be announced. If a Liberty Tower resident is expecting guests, they must either inform the front desk of their impending arrival, or write a (party) guest list for that day. In these cases, the guest will not be announced. Guest lists are valid for one day. Residents who do not have a phone available must be in the lobby and escort their guest to their unit. If a guest refuses to follow procedure, an incident report must be written detailing the incident and the LT manager must communicate the incident to the resident. Repeated incidents will result in the guest being considered a nuisance, and they will not be admitted to the building.

Liberty Tower residents may not arbitrarily give access cards to guests or other residents. Guests or residents not known to the front desk personnel will be asked for a photo ID. Cards that do not reflect the name on the photo id will be immediately deactivated. The card can be reactivated after the owner requests reactivation.

(2) Permanent Tower Guest (PTG) - family members who are extended residents, not residing in Liberty Tower, but care, support, and are universally accepted by the Liberty Tower resident. Liberty Tower residents may request that a Permanent Tower Guest (PTG) be issued an access card for entry into the building. The resident must fill out an information sheet on the PTG before the PTG's name is placed into the Liberty Tower Resident Access System. This card is not transferable to another guest. Guests entering the Lobby will not be announced. Cost for the Tower Access Card is \$20.00 per card.

(3) Commercial Guest- Individuals visiting the commercial property located in Liberty Tower. Guests will sign in at the front desk. Guest access is limited to the commercial area.

Guests parking in the North Parking Lot must follow the guest parking guidelines of two hours maximum parking. Guests expecting to park longer than two hours must inform front desk personnel and be issued a temporary parking permit. Guest parking on the street or in adjacent parking areas must follow the guidelines posted. All parking lots have posted rules.

1.04.02.1

NO SMOKING POLICY

Approved by the LTOA Board of Directors on: June 20, 2005

Smoking in all inside Common Element areas is prohibited. Smoking is permitted in the following outside Common Elements only:

Inside Common Elements includes but not limited to: Lobby, all hallways, stairways, elevators, and Clubrooms, Maintenance Shop, Basement, All LTOA Offices and Canteen.

Smoking Areas include: 7th Floor Pool Deck, Parking Garage, and North Parking Lot.

1.04.05.0

RESIDENCE PARKING POLICY

Approved by the Board of Directors October 17, 2005
4.5, 12.8, 12.3, 19.

All residents must provide the LTOA management office any and all information required in order to obtain and retain an authorized parking permit. The permit so issued must be displayed as directed. No vehicle may be assigned a parking spot without the approval of the manager if (a) its overall length exceeds 216"; (b) Its overall width exceeds 81 inches; (c) Its height exceeds 6' 10".

Residents shall not use or permit invitees to use spaces assigned to others without previous arrangements with the assignee of said spot. Both the assignee of a spot in violation of this rule and / or the Association shall have the right to have the offending vehicle towed.

A resident with available unused/extra parking spaces expecting guests may pre-register his guests by notifying the security desk in advance that guests, identified by name and approximate arrival time, are permitted to park in the resident's unused/extra parking spot(s). The security person on duty will then allow the guests admission to the garage upon their arrival. Guests may obtain a Temporary Parking Permit from the security desk.

All vehicles parked in the garage must be in operating condition. Owners of inoperable vehicles will receive a Parking Violation Notice to remove said vehicle. Ignoring the notice to remove the

vehicle will result in eventual towing. If a vehicle parked in the garage is leaking abnormal amounts of engine oil, transmission oil, or coolant, a Parking Violation Notice requiring the recipient's signature will be issued. The vehicle must be removed from the building within 72 hours. The vehicle will not be allowed to park in the garage until proof of repairs is produced. Ignoring the notice may lead to eventual towing. If the vehicle owner is a tenant, the condominium owner will be notified. The owner / tenant is required to clean the space. If this is not done within five working days of the notification, LTOA will clean the space and charge the vehicle owner \$25.00. Changing engine oil, transmission oil, or coolant in the garage is prohibited. However, these fluids may be topped-off as necessary.

The speed limit in the garage is 5 mph. All vehicles moving in the garage must have their headlights on.

Vehicles backing out of their parking space will be assumed to have less visibility than vehicles entering or leaving the building and must therefore be given the right-of-way. Vehicles driving on the left in order to be able to park their vehicles in spots to their right must be given the right-of-way and they must use their turn signals. Vehicles rounding the corner north of the 3rd floor elevators are cautioned that visibility is poor because of the utility room on that corner. They should look for the headlights of oncoming vehicles and glance at the mirror located in the north east corner. Vehicles must be parked between the yellow lines and generally with front wheels touching the concrete wheel stop unless a special situation exists between adjacent vehicles. Backing into a space is absolutely prohibited and may cause damage for which you would be responsible. The owner is responsible for the expense of any maintenance, repair, or replacement made necessary by his actions or that of others he has permitted to park in his assigned spot. No parking space may be used for any purpose other than parking passenger vehicles, bicycles, baby carriages and small wire-type baskets used for carrying groceries. Other objects may be collected and disposed of without further notice five days after a "notice to remove" has been placed with said objects. No parking, loading, or unloading of vehicles at the elevator entrance is permitted. Motorcycles may be parked in garage corners as space allows. However, such parking may not interfere with adjacent parking spots or access to storage lockers. Residents driving in the garage are requested to keep stereo and tape sound volumes down so as not to disturb other residents.

PROCEDURE FOR TOWING

An effort shall be made to contact the owner prior to ordering towing. However, necessary towing of an offending vehicle shall then proceed.

A resident whose assigned parking space has been occupied without his permission by another vehicle shall have the right to demand that it be towed.

The authority for ordering a vehicle to be towed by an on-duty security person or the LTHOA is derived from the rules and procedures in sections 1.1, and 1.2. The manager or if the manager is unavailable a Board Member shall approve the towing of a vehicle.

The LTHOA shall cause one or more towing companies to be aware of our needs and authorized to tow vehicles from the residential parking garage. Said companies shall be selected on the basis of price, an understanding of our clearance limitations, and a willingness to respond in a timely fashion. Names, addresses, and phone numbers of said companies will be furnished to security personnel. Arrangements for towing a car from the residential parking garage may be made only by the security person on duty with the approval of the manager or if the manager is unavailable, a board member.

If possible, the owner of the offending vehicle will be notified that it has been towed.

DISCLAIMERS

The LTHOA reserves the right to amend, replace, or discontinue any of the rules and procedures in this document at any time.

The LTHOA is not responsible for any damage to any offending vehicle caused by the enforcement of these rules and procedures.

1.04.09.0**POOL TERRACE RULES**

Revision adopted by Board of Directors August 22, 2005

Pool hours are 6:00 a.m. to 11 p.m. daily.

The maximum bathing load is 68 persons.

Swimming alone is discouraged as NO LIFEGUARD is on duty.

All persons using the pool do so at their own risk.

No diving is allowed.

Personal music devices are prohibited unless used with headphones.

Each unit may have two (2) guests at the pool on Saturdays, Sundays and holidays. Up to four (4) guests per unit are permissible on weekdays.

All guests must sign in at the front desk.

The host must accompany the guests while on the pool deck and is responsible for their guests' behavior.

No one under 16 years of age shall be allowed to use the pool unless accompanied by a responsible adult.

No pets are to be allowed access to the 7th floor deck.

No running or rough play in and around the pool.

No food, glass, china or other breakable objects should be taken onto the pool deck.

Suntan oils and lotions should be removed prior to entering the pool.

Persons with open wounds or skin sores should not enter the pool.

All persons are required to use footwear, robes/cover-ups when going to and from the 7th floor area.

No un-hemmed cut-offs or shorts are to be worn in the pool.

No personal items, flotation devices, goggles, clothes etc. should not be left in the pool, or on the 7th floor.

Please do not hang or pull on the rope dividing the shallow from deeper water.

1.04.12.0**ELEVATOR POLICY, RULES AND PROCEDURES**

Revision adopted by the Board of Directors August 22, 2005

PASSENGER ELEVATOR POLICY. Elevators are the passage to our homes. They should be clean and presentable at all times. During weekday business hours and anytime there are maintenance or housekeeping personnel on duty, maintaining the cleanliness of the elevators is their responsibility. At all other times, the cleanliness of the elevators is the responsibility of the desk person on duty. Residents may carry groceries and small packages in the elevator but are discouraged from using it for larger packages. Bicycles should be carried in the freight elevator.

FREIGHT ELEVATOR POLICY. Liberty Tower was constructed in 1966 with only two passenger elevators whereas three passenger elevators would have been more appropriate. Since it is impossible to add a third passenger elevator, it is essential that the best possible management of the freight elevator be accomplished so that it is available for use as a passenger elevator to the maximum extent possible. Management of the use of the freight elevator falls to the desk person. To reflect the intent of this policy, the rules in section 0.3 below have been formulated.

Subsequent to the adoption of this policy and the rules below, a call button similar to the button at the entrance to the building from the commercial parking garage on the first floor shall be installed in the lobby. This button will be locked-off except (a) when a contractor has material situated at the rear entrance of the freight elevator first floor or on a floor where he has been working; (b) a person moving in or out is attempting to "capture" the freight elevator so that it can be locked-off; (c) a resident is moving a package or item not suitable for movement in a passenger elevator; and, (d) in the event of an emergency requiring the use of the elevator.

FREIGHT ELEVATOR RULES. Enforcement of the following rules is the responsibility of the security person at the desk during each of the three shifts. While the intent of these rules should be evident, not all situations can be covered. In instances not covered by the rules below, the security person is expected to use his best judgment.

Appearance counts! All elevators are to be kept presentable at all times.

Decisions regarding use of the freight elevator by the desk person are to be made with the aim of maximizing the availability of the elevator to residents of Liberty Tower.

The freight elevator may not be locked-off for the convenience of newspaper delivery, delivery of Liberty Tower communications to the units, maintenance procedures which require floor-to-floor operations, contractors who are carrying materials or tools to or from units, delivery personnel of any kind, or maintenance personnel doing unit maintenance.

Heavy hours of use are 7:00 am—8:00 am, 12:00 pm to 1:00 pm, and 5:00 pm to 6:00 pm.

During these intervals, the freight elevator is reserved **exclusively** for **passenger** use except in the event of an emergency.

The freight elevator may be locked-off only for "move-ins" and "move-outs" or in the event of medical or other emergencies. Move-ins and move-outs will have priority over all other uses of the freight elevator. Reservation of the elevator for this purpose is on a "first-come-first-served" basis and should be made well in advance. Since moving costs are charged by the hour, the elevator need not be relinquished even temporarily for uses other than an emergency.

Contractors and delivery personnel must coordinate their requirements for the use of the freight elevator with the desk person, scheduling the movement of equipment and materials so as not to interfere with the use of the elevator as described in rule # 0.3.5.

Newspaper delivery can be accomplished without locking-off the freight elevator using the following procedure:

Enter the commercial area. Unload all papers in front of the rear door of the elevator. Suitably park vehicle. Call the freight elevator. Load all papers into the freight elevator.

Proceed to the second floor. Block the door with a newspaper. Go to the desk and sign in.

Proceed to the 24th floor. Block the door with a newspaper while delivering papers to the 24th and floors below. Having delivered all papers, proceed to the second floor. Sign out.

Obtain any elevator to the first floor. Proceed to vehicle. Exit first floor.

1.04.13.0

CLUB ROOM RULES AND REGULATIONS

Revised and approved by LTHOA Board of Directors on July 18 2005

CATEGORY I: Limited Social Functions (Maximum 20 people)

Bridge and other table game parties, club meetings, music rehearsals and practice session, etc. No amplified instruments.

CATEGORY II: Major Social Functions (Maximum of 102 people)

Functions involving catering/food service (i.e., luncheons, dinner parties, weddings and receptions, graduation parties, holiday or other parties or receptions with cocktails, drinks and food; with or without live, radio or taped music or other entertainment.

The Liberty Tower Club Room consists of three areas: the Living (piano) Room, Card Room and Kitchen. The Kitchen is open daily from 6:00 a.m. to 11:00 p.m. The Card Room and Living Room are kept locked at all times when not in use for LTHOA board meetings, committee meetings, LTHOA social functions or scheduled private functions. The clubroom will not be available for private functions on the Fourth of July.

Reservations will be on a first-come, first-served basis and must be made in writing. LTHOA business meetings and social functions will take precedence. The club room use is limited to social functions. They are not to be used for commercial purposes such as seminars, business conferences, cookware or cosmetic selling-type parties, or training workshops, etc.

Reservations may be made by executing the Club Room User Agreement and making the appropriate deposit to cover clean up and/or damages to the clubrooms and restrooms. Reservations cannot be logged into the Club Room Calendar until a deposit is received. The deposit amount is \$400. Checks are to be made payable to LTHOA. The Club Room User Agreement requires that the User be familiar with the Rules and Regulations, and the User agrees, that said User would be totally and solely responsible for any loss or damage related to the activity. A simple way to avoid any charges is to leave the clubroom in the condition in which it was prior to usage. LT staff will perform an inventory/tour of the clubroom prior to (the day of) and the day after the event to determine if loss or damage has occurred. A checklist will be attached to the User Agreement. User may be present during these inspections. In the event of loss/damage, the cost of such loss or damage will be deducted from the User's deposit. If the deposit is insufficient, the User agrees to pay any balance to the Association within 24-hours of being notified of the amount due. If no loss/damage has been detected after inspection, the User may recover their deposit check from the Manager's office the following day (or the following Monday, if the activity occurs on a weekend). The clubroom must be restored to the original condition in which it was found (i.e., furniture placement, etc.) The time period for using the clubrooms will be from noon the day of the event until noon the following day. At that time the room should be clean and returned to original condition.

The User is responsible for ensuring that all guests adhere to the rules and regulations of LTHOA. The activity shall be limited to the club room area, the seventh floor elevator foyer and the hallway leading to the restrooms. The pool area/deck cannot be reserved for private functions.

If the User is a tenant, the owner or property manager accepts ultimate liability for loss or damages which may exceed the deposit amount. A property manager may make reservations on behalf of tenants but must submit a copy of a "power of attorney" from the owner.

Prior to the arrival of guests, each User is asked to provide the Front Desk with a guest list so guests may sign in and be allowed access to the seventh floor.

Clubroom use must not disturb residential occupants. All music must be at a sound level that cannot be heard in the residential living units. All activities must be concluded by 12:00 midnight.

1.04.14.0

DIRECT TV MAINTENANCE PROCEDURES

Adopted by the Board of Directors on March 30, 2005

This policy is adopted to provide Liberty Tower staff, homeowners and tenants with an understanding of responsibilities for operation and maintenance of the DirecTV satellite cable system provided by the Liberty Tower Owners Association to individual units for the private use of occupants.

Responsibilities:

Liberty Tower Owners Association, as a dues-paid service to homeowners and tenants, shall be responsible for operating and maintaining a good quality signal and reception to one primary coax cable connection in the unit living room area. The specific location of that connection is at the discretion of LTOA management and maintenance staff based upon the ability to provide a good quality signal and reception to the unit and/or other units served by the system. The unit

resident shall be responsible for charges incurred to repair any internal cable or wiring beyond the primary connection that may be needed to maintain a good quality signal and reception.

Reporting Problems:

Residents shall report signal, reception and/or sound problems to the front desk. A work order will be prepared describing the problem(s) and any specific channel(s) involved. Residents are requested to notify the front desk of a convenient time when their unit can be accessed, or if the unit key kept at the front desk can be used. The front desk will contact AAA TV and Satellite, or another qualified vendor authorized by management to perform work on the system, to schedule time for a technician to come out for a service call. If the technician determines the problem lies in the cabling or installation running between the primary connection and the television set, the resident will be responsible for the service call – a flat fee of \$45.00 (labor and materials) payable to AAA TV & Satellite or the other authorized vendor assigned. The fee is subject to change by the vendor. If the problem is determined to be caused by DirecTV or an external system component maintained by LTOA, there will be no charge to the resident.

Secondary Connections:

LTOA maintenance personnel will be unable to install secondary cabling connections to bedrooms, bathrooms or other unit areas. Secondary cabling connections may be installed by AAA TV and Satellite, or another qualified vendor authorized by LTOA management, if requested. Service and fees for such installations shall be arranged by the resident and authorized vendor independently of LTOA.

New Move-ins:

Residents who move into the building shall report any reception and/or sound problems to the front desk within 10 days of move-in. A one-time system check will be performed at no charge to ensure adequate wiring is in place, etc., from the previous occupancy.

Tampering Prohibited:

Unit owners and tenants shall not tamper with external components of the DirecTV system that are operated and maintained by LTOA (up to and including the primary cable connection) that serve their unit or other units in the building. The unit owner shall be responsible for any damages caused by such tampering.

1.10.01.0 CONTRACTOR'S RULES AND REGULATIONS
Contractors' Rules and Regulations

The following rules and regulations have been adopted for the safety and security of the residents of the building:

All contractors must sign in and out at the lobby front desk.

Loading and unloading of tools and materials will be performed in the designated area in the basement or in the alley located on the west side of the building. Vehicles must be moved out of the basement immediately after loading/unloading materials and parked outside the basement gate. The freight elevator may be reserved. No passenger elevator may be used for hauling or moving. All debris is to be removed from the elevator by the contractor(s) before returning it to the front desk.

All contractors' vehicles will be parked outside the basement garage gate. Entry and re-entry to the basement garage will take place by contacting the front desk staff from the air phones at the entrance gate.

NO flatbed trailers will be allowed access into the basement due to the possibility of damage to the basement gate track.

Entry to the building may be obtained by contacting the front desk staff from the air phone located just outside the double doors near the trash compactor.

If the freight elevator is required, it must be scheduled with the front desk staff, who will lock it out for independent service. When you have completed loading or unloading, you must return the elevator to the lobby.

All debris must be removed from the building. The trash compactor is for residential trash only. Do not throw paint or other construction debris down the trash chute.

All contractors will comply with all city codes and will produce the required licenses and permits to perform work in the building.

All contractors will provide proof of insurance for liability and worker's compensation, naming Liberty Tower Owner's Association as additional insured, upon request.

Working hours are permitted between 8:30 a.m. and 4:30 p.m., Monday through Friday and 12:00 noon to 4:00 p.m. on Saturday and not permitted on Sunday.

All materials used in the construction or remodeling work performed will be equivalent or better than the existing materials of the unit where the work is performed.

1.10.01.1 WORK ORDER POLICY

Adopted by the Board of Directors on March 20, 2006

The availability of reasonably priced on-site maintenance at Liberty is an important amenity to be enjoyed by all owners on an equal basis. The service shall be furnished by a capable full-time maintenance person employed by the Association. However, Liberty Tower building maintenance requirements shall have priority over in-unit maintenance work orders. Nevertheless, such services will be immediately available during normal working hours in the case of an emergency.

Other limitations on on-site maintenance service are as follows:

- a. No in-unit maintenance shall be accomplished without an appropriate work-order unless an emergency is involved; in which case the work order must be completed subsequent to the service rendered.
- b. Unless an emergency is involved or other arrangements have been made, tenants shall inform owner/agents of maintenance problems. The owner/agent shall then originate the work order.
- c. To the extent possible, work orders will be executed on a first-come-first-served basis. If necessary, the Association manager will establish priorities.
- d. The service is equally available to owner-residents and to owner-investors without prejudice.
- e. Generally, work orders for fixing leaking faucets or toilets will enjoy priority over all other work orders. However, those that can not be executed without building water shut-off will usually be deferred until several such work orders have accumulated.
- f. Unless otherwise so informed, the requestor can assume that the service will be performed by a Liberty Tower maintenance person under the fee schedule discussed in paragraphs g. and h. below.
- g. The hourly charge for in-unit maintenance shall reflect all costs associated with its execution including all salary and overhead charges against the labor cost and all materials. Until that hourly charge has been determined, the charge shall be \$30/hour.
- h. A minimum labor charge of ½ hour shall be made on all executed work orders unless another policy dictates an exception.
- i. Income from on-site maintenance may and should be an important source of income for the Association. The Association manager shall be aware of the work-order process at all times, ensuring that proper billing is made.
- j. Maintenance is just that—the repair of things already in existence. The Liberty Tower maintenance staff may not generally perform involving significant new electrical wiring or new plumbing. Such tasks must be accomplished by licensed outside contractors.
- k. The LTOA is in the process of modernizing its business practices. Requestors can anticipate that their work order requests and copies may soon be generated by computer

- I. The number of copies of a work order generated is a decision for the Association manager. However, at the time a work order is prepared, a numbered and dated hard copy must be given to the person submitting the work order.

Residents (both owners and tenants) are more likely to discover needed common area maintenance than are Association employees. All residents are allowed, indeed—encouraged, to request work orders for the common areas.

1.10.01.2 TELEVISION SYSTEM POLICY

Adopted by the Board of Directors on February 20, 2006

Of the several amenities offered to the residents of Liberty Tower, the many channels of entertainment available through our in-house television system is arguably the most widely used and acclaimed. This amenity together with others tends to define Liberty Tower. Its continued reliable and inexpensive operation together with the selection of channels to be carried is of substantial concern to almost all residents. While its day-to-day operation is the responsibility of the Association manager, oversight responsibility and channel selection is the responsibility of the Association Board. The board has a responsibility to ensure that it meets the needs of the majority of our residents.

- 1.1 RESPONSIBILITY FOR THE SYSTEM. A television system committee shall be appointed by board to perform the following functions:
 - a. Be aware of system requirements including sensitivity to power surges and operating environment requirements.
 - b. Be aware of system maintenance issues.
 - c. Receive copies of resident complaints.
 - d. Plan for requirements that will result from the future availability of HDTV signals only.
 - e. Plan for continuing enhancement of the system.
 - f. Monitor the availability of competing providers from both price and quality considerations.
 - g. Supervise the contract renewal process from both cost and desirable change standpoints.
- 1.2 RESPONSIBILITY FOR CHANNEL SELECTION. The ultimate responsibility for the selection of our limited number of channels should rest with an informed residency. A procedure shall be evolved and approved by the Association Board which will, at appropriate times:
 - a. Make all residents aware of the programming contractually available to the system.
 - b. To the extent reasonably possible, allow the residents to select those programs they want to be available for their viewing.

Allow the committee to select from among the contractually available channels when the signal supplier changes the programming on a given channel.

Selection of channels from among those available for airing on our limited (~ 60 channel) system is of concern to all residents and, to the extent possible, should be democratically determined. The procedure outlined below can be regarded as evolving. After each application of the process, its successes and failures will be reviewed and necessary changes will be suggested to the LTOA board for their approval.

- 1.0 Very brief descriptions (one-liners) of the available channels will be available to all residents at the front desk.
- 2.0 The residents of each unit as a unit will be asked to complete a poll containing the following questions:

- a. What are the channel numbers of your ten most favorite channels on the Liberty Tower system?
 - b. What are the channel numbers of your ten least favorite channels on the Liberty Tower system?
 - c. From among the brief descriptions of the additional available programming described in paragraph 1.0, what channels, if any, would you like to see added to the available programming at the expense of those channels deemed least desirable by the poll?
 - d. What one channel would you like to have above all others whether or not we presently have it?
 - e. Do you have HDTV or a HDTV capable set?
 - f. Do you have Cox TV?
 - g. If you have Cox TV, do you also watch LT TV system as well?
- 3.0 Data from the poll of paragraph 2.0 will then be used to change the Liberty Tower channel line-up as appropriate and help with planning improvements in our system.

1.10.01.3 DAMAGE TO UNITS PROCEDURE

Adopted by the Board of Directors on January 25, 1999

- Article 1(t) Declaration of Unit Ownership Estates for Liberty Tower Condominiums
- Article 10.1 Responsibility for Maintenance and Repairs, Condominium Owner order
- Article 10.2 Responsibility for Maintenance and Repairs, The Association

GENERAL PROCEDURES: The Manager will:

1. Require the Maintenance Staff to notify the Manager immediately of any damage to a unit noted during the execution of a work order.
2. Complete a Damage Report which will include, but is not limited to:
Date and time damage occurred, Date and time Maintenance Staff notified Manager, Date and time the Manager inspected the damage, Photograph of the damage, Cause of the damage, List of repairs needed, and Payment responsibility for repairs (i.e., condominium Owner or the Association)
3. Condominium Owner's written agreement on payment responsibility for repairs.
4. Signatures of the Maintenance Staff, Manager and condominium Owner
5. If the Association is responsible for the repairs, coordinate the repairs with the condominium Owner.
6. Retain the Damage Report in the condominium Owner's file.
7. In the event that the condominium Owner is responsible for payment of repairs and the damage extended to an adjacent unit(s):
Notify all damaged condominium Owners in writing, the cause of the damage and that the Association is not responsible for payment of repairs.
8. Copy the responsible condominium Owner on the correspondence.
9. Retain copies of all correspondence in the condominium Owner's file.
10. Provide the Board of Directors with a monthly Damage Report.
Periodically, but not less than annually, inform all condominium Owners of their responsibility and the Association's responsibility for maintenance and repairs.

1.12.06.0 GRIEVANCE POLICY/PROCEDURE

Approved by the LTHOA Board of Directors on: September 17, 2005

Liberty Tower is a contained community of almost two hundred different residences in which people of various backgrounds, views and temperaments reside. The goal of the association is

that everyone will live harmoniously together and resolve misunderstandings and disagreements in a peaceful and cooperative manner in which both sides will be satisfied that they both received a fair hearing. Violence and threats of violence will never be tolerated. The police will be brought in if a dispute escalates into threats of violence.

General Procedures: The owner/resident shall submit all grievances to the manager. Grievances must be: --in writing, --dated, --signed.

Upon receipt of a grievance, the manager will: --Date stamp the grievance, --prepare a memo for the Board within 24 hours, --begin an investigation within five working days of receipt of the grievance, --prepare a report to the Board upon completion of the investigation and report at the next regularly scheduled Board meeting. The memo will include but not be limited to: --all investigative steps performed including dates and times, --manager's recommendation.

The Board will review the memo and determine if any corrective action is required.

The manager will: --contact the owner/resident in writing to communicate the Board decision within three business days following the Board meeting. --Retain all documentation in the owner/resident file.

1.12.07.0

PET POLICY

Adopted by the Board of Directors on August 17, 1998

Article 12.7 of the Declaration

Article 19.1 of the Declaration

Section 3 of Liberty Tower's Rules, Regulations and Guidelines

GENERAL PROCEDURES:

1. Upon approval of this policy, the Manager will distribute a copy of the Pet Policy and Cover Letter to each Owner and/or Resident.
2. All new Owners and/or Residents will receive a copy of the Pet Policy and Cover Letter upon application to Liberty Tower.
3. The Cover Letter will be an acknowledgement that the Owner and/or Resident has read and understands the Pet Policy.
4. The Cover Letter will be signed, dated and returned to the Manager within thirty (30) days of receipt.
5. The Manager will follow up on all Cover Letters not returned within thirty (30) days.
6. All Cover Letters will be retained by the Manager until the Pet Policy is revised by the Board.
7. All pets must be registered with the Manager.

VIOLATION OF THE DECLARATION, RULES, REGULATIONS AND GUIDELINES WILL RESULT IN:

The following procedures will be enforced by the Manager upon becoming aware of an Owner and/or Resident's violation of the above referenced Declaration, Rules, Regulations and Guidelines:

1st Violation: Written notice of the violation will be sent to the Owner and/or Resident within 24 hours of becoming aware of the violation. The notification will include statements that:

- If the violation is not cured immediately, access to the following Common Elements will be denied for 10 days:▪ Parking Spaces, ▪ Club Rooms, ▪ Swimming Pool
- The Owner and/or Resident must acknowledge in writing, receipt of the notice.

2nd Violation: Written notice of the violation will be sent to the Owner and/or Resident within 24 hours of becoming aware of the violation. The notification will include statements that:

- Access to the Common Elements will be denied for 10 days.
- If the violation is not cured immediately, the violations will be presented to the Board with the recommendation that the pet be removed permanently from the building.
- The Owner and/or Resident must acknowledge in writing, receipt of the notice.

3rd Violation: Written notice of the violation will be sent to the Owner and/or Resident within 24 hours of becoming aware of the violation. The notification will include statements that:

- The pet must be removed permanently from the building within 48 hours of receipt of notice.
- Failure to comply will result in permanent loss of access to the Common Elements. If the Resident is a Lessee, the Lesser will be notified that the Board recommends that the lease be terminated.

The Manager will establish a Master Pet File. Copies of all correspondence will be filed by the Pet Owner's name B. Elements, Limited Common and/or Common, soiled or destroyed by pet:

- All Owners and/or Residents are encouraged to report damages to the Elements cause by a pet, to the Front Desk. ▪ The Pet Owner will immediately report the incident to the Front Desk and clean the soiled area. If professional cleaning or repair is required, the Front Desk will submit a work order in the Pet Owner's name. The Manager will bill the Pet Owner for the cleaning and/or repairs, plus a \$25.00 fine, within 24 hours of completion of work.
 - If the pet continues to soil or destroy the Elements, the Manager will bill the Pet Owner for the cleaning and/or repairs, plus a \$50.00 fine within 24 hours of completion of work.
 - If the Pet Owner is a Lessee, the Lesser will be:
 - Copied on all bills
 - Notified when the bill is paid
 - Liable for delinquent bills, aged past 31 days.
- Copies of all correspondence will be filed by the Pet Owner's name in the Master Pet File.

1.12.08.0

RULES, REGULATIONS AND GUIDELINES

Approved by the Board of Directors, October 17, 2005.

I. GENERAL

(a) The sidewalks, entrances, driveways, passage courts elevators vestibules, stairways, corridors and halls must not be obstructed or encumbered or used for any purpose, other than for ingress and egress from the premises

(b). No flammable seasonal/holiday material is permitted in the hallways. Living/cut (real) Christmas trees are prohibited from being brought into the building.

(c.) Tulsa Code states:

F-402.4 Outdoor Cooking Appliances: It shall be unlawful to use electric or open-flame cooking appliances, including charcoal, electric, or gas grills, on combustible, outdoor balconies or outdoors within ten (10) feet of any combustible portion of any building of Use Groups R-2 and R-3. Residents must be in compliance with city codes

1.2 No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed on any part of the outside or inside of the premises or building without the prior written consent of the Board of Directors. Signs and advertisements in the commercial area must be approved in advance by the Commercial Committee. Announcements/ For Sale/Rent notices, etc., are permitted to be posted on the boards in front of the elevators in the parking garage

1.3 No awnings or other projections shall be attached to the outside walls of the building, nor shall anything be hung or shaken from the balconies or windows. No clothing or other articles shall be hung in or from the balconies, windows or fences. No candles or burning materials or any kind shall be placed on balcony railings or in the cement blocks forming the balcony wall.

1.4 Bicycles may be transported to and from the residential units on the freight elevator only. It is preferred that bicycles be locked in the parking garage.

1.5 Children shall not be allowed to play in the public halls, stairways, elevators or lobby.

1.6 With the exception of well-secured Christmas lights, absolutely NOTHING shall ever be placed, even temporarily, on any balcony railings. Nothing should be thrown or swept from the balconies and care should be exercised to prevent anything from accidentally falling from the balconies. When watering plants on balconies, care should be taken to avoid excess water from running over the edge onto units below. No dirt or other substance should be thrown into corridors, halls, elevators, foyers or elsewhere in the building.

1.7 Residents, their families, guests, employees, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the building.

1.8 Trunks, furniture, heavy appliances and moving cartons shall be taken in or out of the building only at designated times and through the basement. The freight elevator must be used for this purpose.

1.9 No Owner and/or Resident shall do any act or place any object in a residence unit or the adjacent limited Common Elements, which will create a structural hazard or endanger the structure of the building or any adjacent unit.

1.10 Arrangements for "move-in" or "move-out" shall be made with the Front Desk, taking into consideration that elevators are not to be used for such purposes except between the hours of 8:00 a.m. and 12 noon, 1:00 pm and 4:30 p.m. and 6:00 p.m. and 10:00 p.m. The enforcement of this will be strictly monitored.

No resident shall produce or permit to be made, any noises or noxious odors that will disturb or annoy the occupants of other units, nor will an Owner or Resident permit anything to be done which will interfere with the rights, comfort or convenience of the occupants of other units.

Water closets and other plumbing apparatus (including air-conditioning condensate drains) are to be used only for the purpose for which they were constructed; no sweeping, rubbish, rags, paper, ashes or other materials are to be deposited into the same. Any damage resulting from misuse or negligent maintenance of any water closet or other plumbing apparatus (including air conditioning condensate drains), shall be paid for by the Owner and/or Resident in whose unit the problem shall have originated.

Owners/Residents should close all exterior windows or sliding doors when necessary to avoid possible damage from storms or the elements.

Alteration and repair of the exterior of the building, balconies, patios or Common Elements is the responsibility of the Association through its Board of Directors. No Resident is to do anything to change or alter the exterior appearance or make any other types of alterations to the exterior of the building or Common Elements, without the prior written consent of the Board. The enclosing of balconies is prohibited. Existing enclosures prior to January 1, 1994, are "Grand Fathered" in.

Any damage to the building or Common Elements caused by moving or carrying of any article therein shall be paid for by the Owner and/or Resident responsible for the presence of such article.

Care should be taken that water is not left running for any unreasonable or unnecessary length of time.

No Resident shall interfere in any manner with the plumbing, heating, air conditioning or lighting apparatus which is part of the Common Elements and not part of his own residence unit. On the other hand, each Owner is responsible for the cost of maintenance and repair to the plumbing and lighting in their respective units. The "air conditioner compressor and the heating and air conditioning heat exchange/fan coil units" in the residential units are to be serviced, maintained and repaired by the Association. If an individual owner does put in new air conditioning/heating equipment, it is understood that such equipment will become the property of the Association. The Association will be responsible for maintaining and repairing it.

No person shall use or permit to be brought in to or stored in their unit, any flammable oils or fluids such as gasoline, kerosene, naphtha, benzene or other explosives or articles deemed extra hazardous to life, limb or property, or create any other fire hazard.

1.19 (a) The Owner/Resident in each unit shall, upon reasonable notice, grant the Association's designated employees with access to such unit so that the Association may have entry as provided in the Declaration, Article 11.1 and 11.2. A failure to grant such access shall relieve the Association from any duty or responsibility to repair or correct the condition for which access to the unit was requested and the Owner/Resident of such unit shall be responsible for the necessary repairs and any damage that has ensued.

Residents shall return to the Association Office, all condominium keys to all exterior doors and all other keys furnished by the Association upon vacating the premises.

Each Owner is requested to furnish the Association Office with a key to all individual locks so that entry may be made in the event of an emergency. In the event an Owner chooses not to provide the Association with a key, then such Owner assumes responsibilities for all damage that may result in the event of an emergency that could have been averted if ready access could have been made.

If it becomes necessary for an employee of the Association to enter a unit due to an emergency, employees should never enter alone without notice but should have at least one other person with them.

In events other than emergency, the Association shall not cause any of its employees to enter the unit of an Owner/Resident without prior notice to said Owner/Resident and obtaining consent therefore. Owner/Resident shall not unreasonably withhold said consent.

All Owner/Resident keys located in the Association Office shall be kept under the direct control of the Association's Manager; said keys shall AT ALL TIMES be kept in a locked, secure place not accessible to the public, residents, or staff. No keys shall be given out, except by the direction of the Manager.

1.20 Owners/Residents shall be held responsible for the actions of their children, employees, agents, invitees and guests.

1.21 Owners'/Residents' complaints regarding the services furnished by the Association and/or its Staff, or regarding the conduct of other Owners/Residents, should be made to the Board in writing.

The trash chute has been a source of recurrent problems due to stoppages caused by boxes and un-bagged trash. The expense of cleaning such stoppages is substantial. Un-bagged cartons, loose debris and other un-bagged trash are responsible for a vast majority of trash chute stoppages. PLEASE FOLLOW THESE DIRECTIONS: Paper cartons should be disassembled and placed completely inside a regular size grocery or similar size plastic bag before being deposited in the trash chute. All other garbage, trash, refuse and newspapers should be placed completely inside such a grocery or plastic bag WITH THE TOP TAPED OR TIED TO PREVENT SPILLAGE, then carefully deposited into the trash chute. Wet garbage should be disposed of through the sink disposal, rather than in trash containers, if possible. Any carton, debris or other item of trash too large to be placed in the trash chute, should be placed in the dumpster location, either in the rear basement elevator lobby or the dumpster in the South end of the basement parking garage. We believe that following these simple directions will eliminate most of the trash chute problems and reduce our expenses accordingly.

Shoes must be worn at all times while in the Common Areas of the building, with exception of the pool and surrounding deck.

Smoking in the elevators and in the main floor lobby is prohibited. (Adopted by the Board of Directors on February 18, 1991). Smoking in all inside Common Element areas is prohibited. Smoking is permitted in the following outside Common Elements only: the parking garage and the 7th floor pool deck. (See LTHOA Smoking Policy adopted by the Board of Directors on June 20, 2005.)

All units shall have at least one working smoke detector.

PETS

The "Declarations" 12.7 provides:

"Pets restricted. No more than one (1) usual and primary household pet, weighing less than twenty (20) pounds, may be kept in any condominium without prior written consent of the Board. The By-laws may further restrict or prohibit the keeping of such pets on the Property. Pets shall not be allowed on the Common Elements, except as permitted by the rules made by the Board. The Board may require removal of any or all pet(s) from the property considered by the Board to be exotic, frightening to other Owners/Residents, vicious, dangerous, or which may constitute a nuisance. All pets shall be carried while in the hallways, foyers and on elevators. Each Owner and/or Resident who keeps a pet in the building, by doing so, agrees to indemnify and hold all others harmless against any loss or liability of any kind or character whatsoever arising from or as a result of having had such pet in the building. If a pet disturbs others by barking or biting or in other ways becomes obnoxious, the Board or Manager is to give notice to the Owner of such pet to cause such annoyance to be discontinued; if such annoyance is not discontinued, the Board may require the pet to be removed from the building. Pet owners are expected to be good neighbors and immediately clean up any pet "mess" or "accident." This extends to not only interior areas of the building but also to the sidewalks and grounds around the building. A pet "Poop Disposal Station" is located on the south side of the building. Pet owners are encouraged to take bags with them on walks to clean up after their pets. In addition city health department regulations require pet owners to tidy up after their pets. No balcony or interior area shall be used as a "pet poop area." City regulations and health department regulations strictly prohibit this. Violations will be reported to health department inspectors. The manager will inform the Board and recommend immediate removal of the pet from the building.

MISCELLANEOUS

3.1 These rules may be added to, amended or repealed at any time by the Association's Board of Directors.

BY LAW POLICIES

LIBERTY TOWER OWNERS ASSOCIATION, INC.

B 06.01.1 DELINQUENT DUES POLICY

Adopted by the Board of Directors on July 18, 2005

All accounts 15 days past due:

To avoid placing a burden on unit owners, Liberty Towers operates with as little working capital as possible. This means that we count on the prompt payment of dues to fund the day to day operation. Dues are due and payable on the first day of the month, PERIOD! If paid on the second day of the month or after, they are technically delinquent. However, at the direction of the board, management allows a fifteen-day grace period. Dues received after the close of the business day (5: 00 pm) on the fifteenth day of the month are considered late and the board has directed that delinquent owners will be assessed a \$15 late fee for each delinquent dues account. (A \$5 fee will be assessed on each late parking space payment and \$5 fee on each late storage payment.) This is done, not to punish owners, but rather to get their attention. This is necessary because of the working capital situation. If a payment is late:

Notices of the late payment fee assessments will be available to resident owners or agents of out-of-town owners at the front desk by the close of the business day on the 16th of the month. Notices of assessment of late payment fees will be mailed to non-resident owners who do not have local agents by the close of the business day on the 16th of the month.

Late fees assessed for delinquent dues will be forgiven if the owner or his agent (a) pays the delinquent dues by the end of the month; (b) ensures that the dues for the following month are paid when due; and (c) subscribes to automatic fund transfer for payment of all future dues.

All accounts 30 days past due:

Unit Dues:

Delinquent account holders were notified as in paragraph 3.1 of this policy. In addition to applying paragraph 8.7 of the declaration (see above), the following actions may be taken: Access may be denied to the parking garage.

The in-house DirecTV cable system may be disconnected.

2.2.1 Storage Rentals:

If no response is received within 15 days of statement, in addition to the late fee(s) assessed a letter will be sent out to the responsible party, notifying them of the following:

2.2.1.1 The Lease will be terminated within thirty (30) days of notice, in which Lessee is to remove property in storage area. If not removed, the Lessor shall have the right to remove the personal property in the leased premises and store the same at the expense of the Lessee. (Changing the lock to the storage area, thus denying Lessee entry will suffice.) In the event of such default, the Lessor is hereby given a lien upon all property stored in the leased premises (or in the storage area with changed lock) and authorized to seize and take possession of said property, to store at the expense of the lessee, or to sell the same at a public or private sale, upon such notice as required by law. In the event of such sale, the proceeds may be applied first to the expenses incurred in conducting such a sale and then to any indebtedness of the Lessee to the Lessor.

Parking Rentals:

Parking rentals are payable in advance to whatever extent the Lessee desires. Any excess paid is fully refundable and prorated to the day the spot is vacated after 30 days notice of intention to vacate. At a minimum, one month of parking rent must be paid in advance. 15 days after the delinquency statement is sent as outlined in paragraphs 3.1.1.and/or 3.1.2, the vehicle will be towed at owner's expense. Until the delinquent parking rent is paid, late fees will continue to accrue.

B 07.00.0**MEETINGS of BOARD MEMBERS**

Approved by the Board of Directors on February 20, 2006

The formation of the Board of Directors, its duties, its powers, and its other functions derive from Articles 5 and 7 of the declaration, Article 9 of the Articles of Incorporation, and Articles 7,9,12 and 13 of the By Laws. The Board, elected by the membership of the Association (Owners), has broad powers to enable it to conduct the business of the association in a flexible cost-effective manner. The board usually makes important decisions as a group in regular or special meetings. The purpose of this policy is to state the definition of the various kinds and the conduct of such meetings and to introduce the committee system in a preliminary way.

- 1.1 THE ANNUAL MEETING. The Liberty Tower fiscal year and annual years are coincident. The Annual meeting is held in early January of each year. It serves two purposes—communication between the Board and members of the Association, and is the election meeting. It does not take the place of the monthly meeting,
- 1.2 THE BOARD ORGANIZATIONAL MEETING. Immediately after adjournment of the annual meeting, the newly constituted board holds an organizational meeting, electing the President and CEO, the Vice President, the Secretary, the Treasurer, and an Assistant Secretary and an Assistant Treasurer who are not necessarily members of the board. The Executive Committee, usually composed of the President, Vice President, Secretary, and Treasurer, may also be formed at this meeting. While not necessarily a closed meeting, this meeting may not be addressed by other Association members who may be present. To the extent possible, chairpersons for committees should be appointed at the organizational meeting from a listing of interested persons previously gathered the previous month by the Board.
- 1.3 MONTHLY MEETINGS. The purpose of monthly meetings is to conduct the business of the Association. While attendance at monthly meetings is open to all Association Members, participation is restricted to members of the Board. Immediately following the business portion of the meeting, members of the board will receive questions from members of the Association. An announcement of the meeting together with an agenda sufficiently detailed so as to inform Association members of anticipated meeting topics shall be posted at least 48 hours in advance of the meeting. Association members with problems identifiably linked to a named committee and not satisfactorily through other avenues should bring their problem to the attention of the committee chairman where they may either be solved or brought to the attention of the Board together with proposed solutions. Solutions proposed by competent committees through their chairpersons will be considered for adoption after review by the full Board. Association members with problems not identifiable with a committee should petition the board in writing. All proposed policy should be ready and included in the monthly Board packet to be considered at the monthly Board meeting. Approved changes in policy, procedures, rules, and any new policies shall be posted within 72 hours of the meeting.
- 1.4 EXECUTIVE SESSIONS. Not all Association business is privy to non Board members. For example, personnel matters including salaries are confidential. To discuss such matters, the Board may go into an executive session during monthly meetings as appropriate. At such times, attendance is limited to Board members. After conclusion of the executive session and prior to monthly meeting adjournment, the meeting is reopened to attendance by Association members.

- 1.5 EXECUTIVE COMMITTEE MEETINGS. Between monthly meetings, situations may arise such that the President desires consultation with the members of the Board. If face-to-face consultation is desired, the logical mechanism is a meeting of the executive committee. It must be noted that decisions reached in such a meeting must be reported to and ratified by the full Board at the next monthly meeting. By nature, meetings of the executive Committee are not open meetings, will not be advertised, and may be attended only by invitees.
- 1.6 SPECIAL MEETINGS. As discussed in paragraph 5.3 of the By Laws, a special meeting of the members may be called for any purpose. As indicated in paragraph 5.3, they may be called by any officer, the Board, or by a 25% ownership interest.

B 07.02.1

BOARDMEMBERS IN ARREARS

Approved by the Board of Directors on June 20, 2005

The Association is made up of owners who are subject to dues and fees to pay for the upkeep and operation of the building. While it does happen that individual owners will occasionally fall behind and be subject to the established late dues policy, it is the opinion of the Policy and Procedure Committee that members of the Board of Directors have a special responsibility to the membership as a whole to be in "good standing" with the association in respect to all dues and fees.

Therefore the Committee recommends that the Board of Directors adopt the following policy: No person shall be elected to serve on the Board of Directors for the Association who is more than thirty (30) days in arrears on the payment of all dues and fees at the time of his or her election. Such a rule shall not apply to any person who has filed an appeal to the payment of dues or fees and whose appeal is still pending. Should any elected member of the Board become more than sixty (60) days in arrears on the payment of any dues and /or fees at any time during his or her elected term on the Board, that Director shall be suspended from all participation on the Board of Directors and/or as an officer of the Association. A suspended Director may become reinstated upon the payment in full of all dues and/or fees provided the payment is received within ninety (90) days of the original date when due. Any Director or suspended Director who is more than ninety (90) days in arrears shall forfeit his or her position on the Board and the Board shall select a replacement under the Bylaws provisions covering vacancies on the Board. Such a rule shall not apply to any Director or suspended Director who has filed an appeal to the payment of dues or fees and whose appeal is still pending. The filing of an appeal shall neither extend nor alter the time periods specified above. The manager will maintain a current list of owners who are more than thirty days in arrears. All owners have a right to request to see the list.

B 07.11.1

COMMITTEE GUIDELINES

Approved by the Board of Directors October 17, 2005

Standing committees are created by the Board of Directors in order to assist the Board in adhering to the Bylaws of the Association and the mission statement. Ad hoc committees are created by the Board or a standing committee in order to reach a specific objective. Once the objective is achieved, the ad hoc committee dissolves. The Executive Committee is limited to Board Members. Association members are welcome and encouraged to volunteer for any other ad hoc or standing committee. All committees other than the Executive Committee may be chaired by a member of the Association. A member of the Association is defined as an owner whose name appears on a deed to property in Liberty Tower. Residents who are not members of the association are welcome to attend committee meetings but may not vote.

Committees should consist of seven committee members. Three can be Board members and four should be "at large" Association members. The chairman of the committee will only vote if there is a tie.

Two committees have budgets. These are the Social Committee and House & Grounds Committee. These Committees are authorized to draw upon Board allocated funds in pursuit of their responsibilities. Budget requests for committee funding should be made to the treasurer so that funding can be built into the annual budget process. The Board approves funding for these two committees in the annual budget approval process. Committees are expected to "live within their budget." Committees may request additional funding during the year, but this must be specifically authorized by the Board. Social Committee and House & Grounds Committee expenditures should be authorized by majority vote of the respective committee. Members can be reimbursed for Committee authorized expenditures. Receipts and documentation should be submitted to the Chair of the committee who will submit documentation to the manager for reimbursement. All funding documentation should be maintained by the Committee chair and the manager.

Standing Committees include:

Executive Committee: members consist of the Board of Directors. This committee is charged with overseeing all aspects of the Building.

Social Committee: This committee is charged with social activities, social amenities, and parties.

House & Grounds Committee: This committee is charged with overseeing the appearance of the building and grounds.

Policy, Procedure & Oversight Committee: This committee is charged with development of policies and procedures impacting the operation and management of the building and bringing violations to the attention of the Board

Energy & Resources Committee: This committee is charged with overseeing the use of energy & resources and assuring that the Association receives the best possible value.

Security Committee: This committee is charged with developing planning and recommendations for the Board that will increase security for residents and keep our residents safe

Finance & Budget Committee: This committee is charged with developing the Association budget, long term financial planning, developing long term financial goals and projected three, five and ten year budgets.

Building Operations Committee: This committee is charged with monitoring the operations, systems, and major physical assets of the association.

B 10.01.0

PURCHASES AND CONTRACTS POLICY

Approved by the Board of Directors on February 20, 2006

CONTRACTS FOR GOODS AND SERVICES

RENEWALS:

Renewal of contracts for goods and services having a dollar value of \$1000 or less may be handled by the Association Manager with the approval of the treasurer and chairman of the committee under whose jurisdiction the matter falls.

Renewals of contracts for more than \$1000 shall be reviewed by the committee under whose jurisdiction the matter falls. That committee shall evaluate the past performance of the contractor and the proposed price before recommending to the LTOA Board that the proposed contract be approved.

Renewal of contracts for more than \$10,000 shall be subject to a re-bidding process. The committee under whose jurisdiction the matter falls shall approve specifications prior to submission of the request for bids (RFQ) to potential vendors. Contractor proposals shall be judged by the appropriate committee on the basis of meeting the specifications, price, and past

performance. The Committee shall rate the proposals in order of acceptability. The LTOA Treasurer shall recommend the acceptance of one of the committees choices to the LTOA Board for acceptance.

NEW CONTRACTS: New contracts having a projected value of less than \$5,000 shall be let following the procedure outlined in paragraph 1.1.1.2. Prior to letting a new contract for goods and services having a projected value of \$5000 or more, the following procedure shall be followed:

Specifications shall be prepared by the appropriate committee.

1.1.1.1 A "Request for Quotation" (RFQ) shall be sent to three or more vendors deemed to be qualified to fulfill the requirements.

1.1.1.2 Proposals received shall be evaluated by the appropriate committee on the basis of meeting the specifications, price, and prior performance and rated in order of acceptability. The LTOA Treasurer shall recommend the acceptance of one of the committee choices to the Board.

1.1.1.3 Should the value of a contract or of the several contracts needed to meet a requirement exceed 10% of the annual budget, the matter must be put to a vote of the membership.

1.1.1.4

PAYMENTS

Overages: In the event the final invoicing for a purchase or contract on behalf of the Liberty Tower Owners Association exceeds the spending amount authorized upon its initiation, the President, the Vice President in the President's absence, and/or other officers of the Association as designated by the President shall have the authority to authorize additional payment in amounts not to exceed ten (10) percent of the initial authorized amount or \$1,000.00, whichever is less.

All additional payments exceeding ten (10) percent of the initial authorized amount or \$1,000.00 shall be made only upon approval of the Association's Board of Directors *at the recommendation of the treasurer* at a regular or special meeting at which a quorum is present (reference Bylaws Article VII for specific constitution of meetings/quorum).

The manager shall document and itemize all additional costs incurred for purchases and contracts and shall attach a copy thereof to the invoice upon approval for final payment.

Emergency Authorization: Should an incident or circumstance occur that places the lives of residents, guests or the general public in imminent peril; or that places the property owned, managed or otherwise controlled by Liberty Tower Owners Association at imminent risk of substantial damage; the President or Vice President of the Board of Directors shall be authorized to make purchases or enter into contracts as necessary to mitigate the immediate peril. In the President's or Vice President's immediate absence, any member of the Association's Board of Directors shall be authorized to make such purchases or enter into such contracts.

Committees with Budgets. The chairman of any committee operating with an approved budget may authorize the issuance of checks for payment of goods and services, the annual total of which may not exceed the approved committee budget. Amounts in excess of the budgeted amount must be approved by the full Board.

B 12.03.1**COMMUNICATIONS POLICY**

Adopted by the Board of Directors on November 21, 2005

This communications policy is established to maintain the integrity of communications from the Association to its members and the general public to ensure consistency with established policies and procedures and to avoid untoward or inaccurate publicity.

This policy addresses the following non-emergency communications originated by Officers and Board Members either directed to Association members at large or in response to inquiries initiated by homeowners or outside communications with radio, television, and newspaper media including but not limited to:

- written notices, written solicitations, written statements, written inquiries, mass emails, bulk faxes, public area postings, blanket telephone solicitations, media inquiry responses either written or oral. All such communications shall be approved by the Board President, the Board Secretary or the Manager. Nothing may be posted in the elevators or lobby area without prior approval.

B 12.03.2**POLITICAL ACTION POLICY**

Adopted by the Board of Directors on October 17, 2005

0.1 The LTOA is apolitical, favoring no one of the established political parties over any other one. However, at times there may be people in our local, state, or federal governments, members of the several political parties, whose actions pose a threat to the well being of Liberty Tower. At those times, it is the duty of the Board acting through a committee constituted by the board, to defend Liberty Tower with any reasonable means available to them including legal action and political action. This policy discusses political actions that may be taken and their financing. A careful reading of the Declaration, Articles and By-laws reveals that there is no prohibition against defending ourselves politically (as well as legally). These documents also allow the Board wide freedom. When actions on the part of the government or individuals in the government do threaten harm to Liberty Tower, the Board will assess the financial impact of such harm (including an assessment of the possibility that political actions may additionally financially impact us in peripheral ways.) Then, the Board will estimate the probability that the potentially harmful threat will actually come to pass without an active defense. Finally, funds will be solicited from owners. A 3 to 5 member Ad Hoc Committee will be formed of owners who are active members of the several political parties active in Oklahoma. The Board will endeavor to have at least one member of each active Oklahoma political party serving on that committee. This is to ensure that the actions of this committee will be apolitical, not favoring any political party, and only acting against a particular individual whose continuance in office is an important part of the threat to Liberty Tower. The Ad Hoc Committee will approach other entities that may also be affected by the same threat. If they consider it to be in the best interests of Liberty Tower, they will act in concert with those others to the extent they feel reasonable as far as accomplishing the objectives of the political action. The committee will, after receiving permission from the Board, allocate funds in such a way that it will achieve the highest probability of blunting the threat. The effectiveness of actions taken by the committee will be assessed on a continuing basis. Depending on the initial and anticipated results, it may be necessary to solicit additional funds. Liberty Tower shall participate in any effort to form an association of businesses in the area between 12th street and 21st street along Boulder Ave. Finally, support of the local historical district neighborhood association is also a necessary step toward the protection of the entire neighborhood. The LTOA shall appoint and pay annual dues for one resident of Liberty Tower as our representative to that organization.

B 12.07.0**RESOURCE CONSERVATION POLICY**

Approved by the Board of Directors on August 22, 2005

On January 17, 2000, the LTOA Board of Directors approved the following MISSION STATEMENT to guide it and future Boards in the enactment of policies and procedures, viz.

"The mission of the Liberty Tower Owner's Association, through its Board of Directors & Management staff, is to afford its members and residents a convenient, secure, upscale home atmosphere, similar to that available in condominium and/or co-operative complexes located elsewhere throughout the world; together with all other values associated with home ownership."

On 2-21-00, the LTOA board of directors passed a set of eight policies in support of the mission statement. These policies were to guide the board in their future decisions regarding the operation of Liberty Tower, a checklist as it were.

The eighth and last of these policies stated that:

"Where economically justifiable, every effort shall be made to conserve natural resources such as labor, water, electricity, gas, recyclable trash, etc."

LABOR CONSERVATION. The Financial Committee of the Association Board will regularly review the current cost of labor relative to its historic cost. Cost comparisons will be adjusted for the CPI. When such comparisons reveal an unjustifiable increase in the cost of labor, the Board will take steps to correct the situation.

WATER CONSERVATION. Inasmuch as our water department bill includes charges for not only water but also, in addition, flood control, sewer, and trash collection charges, it behooves us to exert every effort to minimize water wastage in Liberty Tower. To that end,

The first 30 minutes of in-house labor charges to repair leaking faucets will be free of any charge except for the cost of absolutely necessary repair parts. If the repair requires more than thirty minutes, regular rates will apply for any time after thirty minutes. Should the unit owner desire that other parts be replaced at that time, the cost of these additional parts will also be assessed to the owner.

The first 30 minutes of in-house labor charges to repair leaking running faucets will be free of any charge except for the cost of absolutely necessary repair parts. If the repair requires more than thirty minutes, regular rates will apply for any time after thirty minutes.

ELECTRICITY CONSERVATION. An appropriate committee constituted by the LTOA Board shall continually review both the cost and the usage of electrical energy. Upon discovering unusual or unacceptable trends, that committee shall make recommendations to the Board regarding amelioration, to the extent possible, of the situation.

NATURAL GAS CONSERVATION. An appropriate committee constituted by the LTOA Board shall continually review both the cost and the usage of natural gas. Upon discovering unusual or unacceptable trends, that committee shall make recommendations the Board regarding amelioration, to the extent possible, of the situation.

CONSERVATION OF RECYCLEABLES. An appropriate committee constituted by the LTOA Board shall encourage voluntary conservation of resources such as aluminum cans, plastic, glass, and newspapers. To that end, convenient collection points will be established within the building.

Volunteers will be actively sought to take the recyclables so collected to recycling centers.

OTHER CONSERVATION MEASURES. Should other viable conservation measures be discovered, this policy will be amended to include them.

B 12.11.0**SALARIES, BENEFITS AND BONUSES**

Approved by the Board of Directors on February 20, 2006

Careful reading of the paragraphs cited below and careful consideration of their implications can leave no doubt that the control of salaries, benefits and "bonuses" is solely a function of the Association Board of Directors. Therefore, the following statement of policy shall govern all financial transactions with Association employees:

All salary negotiations with new or present employees including the payment of signing bonuses, moving expenses, other job benefits, or bonuses for perceived outstanding performance shall be presented to the board for approval prior to their enactment. Since such transactions must occasionally be conducted in a timely fashion, approval may alternatively be given by a majority of the Executive Committee acting on an "emergency" basis.

A review of the Declaration, Articles and By-Laws yields the following tabulation of Articles or Paragraphs that are pertinent to employee salaries and / or bonuses: In the Declaration: 7.3 Association Controlled by the Board. 8.1 Annual Budget. In the Articles: Article Eight. The affairs of the Association shall be administered by the following officers..... Article Nine. The Affairs of the Corporation shall be managed by the Board of Directors..... In the By-Laws: 4.2 Management rights of members. Article VII. BOARD OF DIRECTORS 7.11 Executive Committee. 9.5 President. Article XII. Powers and Duties of the Association. Compensation policy, 1-20-06

B 14.00.0 EVACUATION POLICY

Approved by the Board of Directors on May 15, 2006

It is the Policy of Liberty Tower Owner's Association to strive for a safe environment for all Residents, employees and visitors. In pursuit of this objective the following Evacuation Policy has been developed. Liberty Tower is constructed of steel reinforced concrete supported by massive pillars that extend down to the bedrock. Each floor is poured concrete with thick vertical walls that not only deaden sound but also provide strong fire resistance. In the forty years that have passed since the building was constructed, there have been two fires, which caused smoke and water damage, but no injuries.

The Evacuation Policy deals with building challenges, which include: fire, tornado and terrorist threats. Liberty Tower Owner's Association will work with municipal authorities to improve response.

The Policy mandates the following steps:

1. Creation of an integrated Fire and Emergency Command and Control Center at the North end of the lobby. This Center will have access to the LT fire alarm system. In addition detailed floor plans of all units will be kept in the office for use in the Command Center. These floor plans will detail the location of all smoke detectors in units, fire extinguishers, electrical junction boxes and floor standpipes. In addition current lists of all residents requiring assistance in evacuation and resident children will be maintained.
2. Each floor will have an active Floor Captain who will hold meetings with floor residents to review fire prevention procedures, emergency procedures and evacuation procedures. The Board should request the assistance of the Fire Department to review evacuation procedures with Floor Captains. Each floor should have an alternate Floor Captain
3. Floors will be encouraged to hold an evacuation drill to improve resident response.
4. Each unit shall maintain and regularly test at least one smoke detector and one fire extinguisher.
5. The Board of Directors shall improve the evacuation route and place guides in the stairwells. The staff of the building is mandated to maintain a rigorous, operational inspection schedule for emergency lighting, hall fire extinguishers.
6. The Board shall strive to continually improve the effectiveness of the fire alarm system. Residents are encouraged to have such items as smoke evacuation masks, wheelchairs, and first aid kits at their disposal.

7. Procedures shall be developed which detail steps to be taken in different types of emergencies. All employees will be thoroughly training in emergency procedures and the manager will conduct regular reviews.
8. Liberty Tower will develop an Evacuation Checklist in cooperation with the Fire Department in order to identify areas where safety can be improved.
9. Liberty Tower will work with DTRL and other downtown high rises to exchange information with the goal of improving safety for all high-rise residents.
10. The Board of Directors will review safety procedures on a monthly basis.