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DECLARATION OF UNIT OWNERSHIP ESTATE FOR BROOKHAVEN OFFICE PARK

March 30, 2016

**DECLARATION OF UNIT OWNERSHIP ESTATE
FOR BROOKHAVEN OFFICE PARK**

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DECLARATION OF UNIT OWNERSHIP ESTATE FOR BROOKHAVEN OFFICE PARK

THIS DECLARATION is made this 30th day of March, 2016, by Brookhaven Office Park LLC, an Oklahoma limited liability company ("Declarant"), with respect to the following:

1. Declarant is the owner of certain real property (the "Land") located in Cleveland County, Oklahoma, more particularly described on Exhibit A hereto.
2. Declarant has established fifteen (15) Units on the Land where a series of Buildings may be constructed in accordance with these Declarations and the applicable ordinances of the City of Norman.
3. Declarant desires and intends to own, sell and convey interests in the Land to various persons subject to the protective restrictions, conditions, covenants, reservations, liens and charges set forth in this Declaration, and for this purpose, desires to submit the Land to the provisions of the Oklahoma Unit Ownership Estate Act, 60 O.S. § 501, *et seq.* (the "Act").

NOW THEREFORE, Declarant hereby declares that all the Land is held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations, covenants, conditions, restrictions, reservations, liens and charges, all of which are hereby declared and established and agreed to be in furtherance of a general plan and scheme for the sale and ownership of Units, as defined in 60 O.S. § 503(b) of the Act, and all of which are declared, and established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Land. All of said limitations, covenants, reservations, liens, charges, and restrictions are hereby established and imposed upon the Land for the benefit thereof and for the benefit of each and every individual Unit hereinafter described and of each owner of one or more Units, as that term is hereinafter defined, and the owners of any interest of any kind or character in the Land, or any portion thereof.

All of said limitations, liens, covenants, conditions, reservations, charges, and restrictions shall run with the Land and shall be binding on all parties having or acquiring any right, title or interest in the Land or any part thereof, whether as sole owner, joint owner, lessee, tenant, occupant, or otherwise.

ARTICLE I

DEFINITIONS

Whenever used in this Declaration the following terms shall have the following meanings:

1. Association. "Association" shall mean and refer to Brookhaven Office Park Association, an Oklahoma non-profit corporation.

2. Board of Directors. "Board of Directors" or "Board" shall mean the Board of Directors of the Association.

3. Building. "Building" shall mean the Building located on each Unit now or hereinafter constructed. Each Building shall be built in accordance with the Construction Standards (as hereinafter defined) and in compliance with Article II of these Declarations. The Plan and the Construction Standards shall satisfy the requirements of Sections 60 O.S. §§ 514, 516 of the Act.

4. Building Area. "Building Area" shall mean the areas within the Units as depicted on the Plan.

5. Bylaws. "Bylaws" shall mean the Bylaws of the Association attached hereto as Exhibit C, as the same may be hereinafter amended.

6. Common Elements. "Common Elements" shall mean all portions of the Land not designated as Units, including, but not limited to the Shared Drive, Driveway Easement, Sidewalks, Parking Areas, Dumpster Enclosure, Landscape Areas and Common Sign.

7. Common Expenses. "Common Expenses" means the following:

(a) Expenses of administration, maintenance, repair or replacement of the Common Elements.

(b) Amounts deposited in the Reserve Fund for maintenance, repair, and replacement of the Common Elements, as required by Section 2 of Article XIII of this Declaration.

(c) Expenses agreed upon as common by all Unit Owners acting through the Association.

(d) Expenses of maintenance of the Driveway Easement and Common Sign, as set forth in the REA.

(e) Expenses declared common or otherwise authorized by the provisions of this Declaration.

8. Certificate. "Certificate" means the Certificate of Incorporation of the Association filed with the Oklahoma Secretary of State.

9. Common Sign. "Common Sign" shall mean the sign located as shown on the Plan which shall contain the name "Brookhaven Office Park" and may include other properties as per the REA.

10. Declarant. "Declarant" means the undersigned, its successors and assigns.

11. Declaration. "Declaration" means this instrument, by which the Property is submitted to the provisions of the Oklahoma Unit Ownership Estate Act, together with such amendments to this instrument as may hereafter from time to time be lawfully made.

12. Driveway Easement. "Driveway Easement" shall mean the area depicted on the Plan providing access to and from 36th Avenue NW as described and created in the Roadway Easement Agreement ("REA") dated June 29, 2007 and recorded in Book 4362 at page 1392 in the office of the County Clerk of Cleveland County, Oklahoma.

13. Dumpster Enclosure. "Dumpster Enclosure" shall mean those areas depicted on the Plan hereto together with the enclosure surrounding same originally constructed by Declarant.

14. Landscape Areas. "Landscape Areas" are those portions of the Unit, if any, lying outside of the improved portion of the Building Area and as shown on the Plan.

15. Parking Areas. "Parking Areas" shall mean the portion of the Land designated as such on the Plan by demarcation of parking spaces.

16. Person. "Person" means an individual, corporation, partnership, limited liability company, trust or other legal entity, or any combination thereof.

17. Plan. "Plan" means the attachment to Exhibit B prepared by SMC Construction Engineers, P.C.

18. Property. "Property" means and includes the Land, the Buildings, all improvements and structures thereon, and all easements, rights, and appurtenances belonging thereto, together with all personal property intended for use in connection therewith which has been or intended to be submitted to the provisions of the Oklahoma Unit Ownership Estate Act.

19. Retail Units. "Retail Units" shall mean Unit 2276 and Unit 2272.

20. Shared Drive. "Shared Drive" shall mean the internal roadways within the Land shown on the Plan which, together with the Driveway Easement and the Parking Areas, provide access to the Units. As provided on a legend on the Plan, the owner of the Remaining Tract and the operator of the oil well on the Remaining Tract shall have access across the Shared Drive for ingress and egress to and from the Remaining Tract.

21. Sidewalks. "Sidewalks" shall mean the areas shown on the Plan as such.

22. Unit. "Unit" means one of the fifteen (15) areas described as such on the Plan, which shall be the exclusive property of the Owner.

23. Unit Designation. "Unit Designation" means the number designating each particular Unit, as set forth in Exhibit D attached hereto and made a part hereof. Each Unit Designation refers to the Unit's street address on 36th Avenue NW, e.g., Unit 2244 has an address of 2244 36th Avenue NW.

24. Unit Owner. "Unit Owner" or "Owner" means a Person owning a Unit.

25. "Visible from Neighboring Units". "Visible from Neighboring Units" shall mean, as to any given object, that such object is visible to a person six (6) feet tall, standing on any part of such neighboring Unit at an elevation no greater than the elevation of the base of the object being viewed.

26. "Visible from the Shared Drive". "Visible from the Shared Drive" shall mean, as to any given object, that such object is visible to a person six (6) feet tall, standing on the Shared Drive.

ARTICLE II

GENERAL PROVISIONS RELATED TO CONSTRUCTION OF BUILDINGS

1. Size of Building. Each Unit Owner shall determine the dimensions of its Building, provided, however, no Building shall be permitted outside the Building Area nor shall it contain a second story.

2. Construction Specifications. Unless waived in writing by the Board, all Buildings shall comply with the construction standards set forth in Exhibit E hereto (the "Construction Standards") and shall be first approved as provided in the Construction Standards and the following section.

3. Construction Review. Prior to obtaining a building permit from the City of Norman for the construction of, addition to or remodeling of the exterior of any Building or the addition of any exterior improvements or appurtenances, the Owner shall submit the following to the Association:

(a) \$500.00 cashier's check payable to the Association for its review. This provision shall not, however, apply to Declarant and the initial construction by it of Buildings.

(b) A certificate from the Owner and its contractor that the Construction Standards will be adhered to in connection with the construction of the Buildings.

(c) Architectural plans for the proposed Building, which shall include outline specifications designating materials and mechanical, electrical and structural systems, and samples of external colors.

(d) A grading plan and a planting plan, including screen walls and fences, for analysis of adequacy of visual screening, erosion control, drainage and landscape architectural design.

(e) A site plan showing utilities and utility easements.

(f) Plans for any sign to be affixed to the Building or otherwise Visible from the Parking Areas or Shared Drive.

(g) A description of proposed operations in sufficient detail to permit judgment as to whether or not they are permitted uses under the terms of the existing zoning ordinances of the City of Norman and these Declarations and whether the parking requirements of the use and occupancy will place too great a burden on the Parking Areas.

(h) Any other information as may be required by the Board in order to insure compliance with requirements contained herein.

Approval of the submission shall be at the sole discretion of the Board. Such approval shall also satisfy the approval required in the Special Warranty Deed vesting title to the Land in Declarant as such procedure was established by the Grantor and Grantee in said Deed. All approvals shall be in writing and may be qualified upon the satisfaction of specified conditions including, without limitation, occupancy and parking restrictions. In the event the Board fails to approve or disapprove the submission within sixty (60) days after foregoing submission, approval will not be required and the provisions of this Article will be deemed to have been complied with fully.

4. Proceeding With Work. Upon receipt of approval as provided in this Article, the Owner shall, as soon as is practicable, satisfy all conditions of such approval, if any, and proceed with the approved work and pursue same to completion by commencing work within one (1) year from the date of approval.

5. Liability of Board. Neither the Board nor any member, employee or agent thereof, shall be liable to any Person submitting plans for approval, or any other Person, by reason of mistake in judgment, negligence, or nonfeasance, arising out of or in connection with the approval, disapproval or failure to approve any such plans, or for any other action in connection with its or their duties hereunder.

ARTICLE III

UNIT DESIGNATIONS, DESCRIPTION AND SUBDIVISION OF UNITS

The Unit Designations and a particular description of each Unit subject hereto are depicted on the Plan attached hereto and made a part hereof and are itemized on Exhibit D. Each Unit Owner shall have an unrestricted right of ingress and egress to such Owner's Unit, which right shall be appurtenant to the ownership of the Unit and shall be perpetual.

ARTICLE IV

PROPORTIONATE INTEREST IN COMMON ELEMENTS

The proportionate interest of each Unit Owner in the Common Elements is shown on Exhibit D attached hereto and made a part hereof, as same may be amended as provided in Article VI hereto (the "Ownership Proportion"). Each Unit Owner shall be entitled to the

undivided interest in the Common Elements shown on such exhibit, which ratio is based on the square footage of each Unit to the square footage of all Units subject hereto.

ARTICLE V

SERVICE AGENT

The name of the person to receive service of process in actions against the Association and the name of the person to receive service of process on two or more Unit Owners in actions relating to the Common Elements or more than one Unit is Joey Wishnuck, whose address is 221 48th Avenue NW, Norman, Oklahoma 73072.

ARTICLE VI

AMENDMENT OF DECLARATION

1. Amendments Generally. Except as hereinafter provided, this Declaration may be amended by a majority in Ownership Proportion of the Unit Owners voting in person or by written proxy at a meeting of the members of the Association duly called and held for that purpose. Voting on this and any other matter shall be in the manner provided in the Bylaws and shall be weighted based on the Ownership Proportion of each Owner voting. Any such amendment shall become effective upon the filing, with the office of the County Clerk of Cleveland County, Oklahoma, of an instrument in writing setting forth such amendment and duly executed and acknowledged by the Secretary of the Association, as the act and deed of the Association. Provided, however, the Declaration may not be amended in a manner that would remove the Property from the provisions of Unit Ownership Estate Act except with the unanimous consent of all Unit Owners and all first mortgagees nor may the percentage interest in the Common Elements of any Owner (the "Ownership Proportion") be reduced without such Owner's consent except as provided in Article XVI of the Declaration. Provided, further, that no amendment to this Declaration shall in any way affect the security interest or the lien of the mortgage of any mortgage holder unless the Owners of all recorded first mortgages upon any Unit or the Property shall have consented thereto in writing.

2. Special Amendments. Declarant reserves the right to amend this Declaration without action of the Unit Owners at any time and from time to time prior to its sale of all Units to comply with reasonable requirements of any permanent lender or title company. No such amendment shall affect or impair the lien of any first mortgage upon any Unit and shall not be effective until such amendment is recorded in the Office of the County Clerk of Cleveland County, Oklahoma, and mailed to each Owner and mortgagee of record.

3. Subdivision of Units. An amendment by Declarant to subdivide a Unit owned by Declarant shall be permitted, provided that such subdivision does not affect the size and/or location of Common Elements in which case the consent of all Unit Owners must first be obtained (which consent shall not be unreasonably withheld). If the amendment affects the size and/or location of Common Elements, the amendment must also contain the consent of any first mortgage holder. Units, other than those owned by Declarant, may be subdivided, so long as all Unit Owners consent in writing and the amendment does not affect the size and/or location of

Common Elements. Any amendment shall become effective when the amendment containing the appropriate consents is filed as is required by 60 O.S. § 505 and has attached thereto amended plans complying with 60 O.S. § 516.

ARTICLE VII

RESTRICTIONS AS TO USE

1. General Office Use; Rental Units. With the exception of the Retail Units, the use of each Building shall be for business or medical purposes; provided, however, without the prior written permit of Declarant and Cies, LLC, an Oklahoma limited liability company, 1203 Brookhaven Boulevard, Norman, Oklahoma 73072, no Building may be used for the following purposes:

- (a) A medical office specializing in otolaryngology;
- (b) A medical office specializing in ophthalmology or optometry;
- (c) Financial institution;
- (d) Day care, child care institution or children's learning center;
- (e) Real estate sales, development or construction office;
- (f) Adult book or video store, massage parlor or adult entertainment facility;
- (g) Tavern, bar, nightclub, cocktail lounge, dancehall or any other establishment selling alcoholic beverages;
- (h) An establishment for sale of automobiles, trucks, mobile homes or recreational vehicles;
- (i) A gambling establishment (excluding lottery ticket sales) or betting parlor;
- (j) Landfill, garbage dump or facility used for the dumping, disposing, incineration or reduction of garbage;
- (k) Amusement park or carnival;
- (l) Billboard signs; or
- (m) Single or multi-family residences.

In that regard it is intended that with the exception of the Retail Units, uses shall be permitted for businesses that are designed to have only limited contact with the general public and their operation does not involve the sale of merchandise at retail, except as an incidental operation (such as a pharmacy in a Building occupied by a physician); and further that no smoke, noise, odor, dust or other element of operation is more intense than normally generated in a multi-family dwelling district. Notwithstanding the zoning of the Land and the uses permitted in that zoning district by the City of Norman, unless written permission is first obtained from the Board,

which permission may be refused in the sole and absolute discretion of the Board, each Building may only be used for offices meeting the foregoing standard, which includes, but is not limited to, offices for professional services similar to accountant, architect, attorney, business or management consultant, court reporter, dentist or dental surgeon, engineer, geologist or geophysicist, linguist, landscape architect, optometrist, optician, osteopathic physician, planning consultant, psychologist, physician or surgeon, real estate brokerage or registered nurse. Funeral homes and mortuaries shall not be considered professional services for the purposes of this section.

The Retail Units may be used for any use permitted in the City of Norman C-1 Zoning District; provided that such use is first approved in writing by the Board.

2. Signs. No sign shall be permitted on any Unit or on the Building that is not first approved by the Board. All signs must comply with the ordinances of the City of Norman.

3. Offensive Activity. No obnoxious or offensive activity shall be carried on in any Unit, nor shall anything be done therein which may be or may become a nuisance or annoyance to the other Unit Owners. In this regard, the Board is authorized to issue rules and regulations to further define this standard.

4. Maintenance. Each Unit Owner shall maintain its own Unit and shall regularly remove all trash to the trash receptacle in the Dumpster Enclosure. No trash shall be allowed to be placed in the Common Elements.

5. Use of Common Elements. Each Unit Owner may only use the Common Elements, including Sidewalks, Shared Drive, Driveway Easement, Parking Areas, etc. in accordance with the purpose for which they were intended and in accordance with Rules and Regulations promulgated by the Board from time to time and shall not hinder or encroach upon the rights of any Unit Owner.

6. Vehicles, Parking and Storage. No vehicles of any kind, including trucks, boats, trailers, recreation vehicles or storage materials of any type shall be stored on the Parking Areas, Shared Drive or Driveway Easement. Vehicular parking during normal business hours shall be limited to the Parking Areas.

7. Fences. No fence shall be installed on any Unit unless written permission is first obtained from the Board.

8. Building Maintenance. Each Owner, at the Owner's expenses, shall keep the Building on its Unit in good repair and condition and in a clean and satisfactory condition and shall do all maintenance, redecorating, painting and other upkeep which may be necessary from time to time to maintain the good appearance and condition thereof.

9. Unit Landscaping. Landscaping of each Unit shall complement the overall design and character of the development and shall be subject to the approval of the Board. Each Owner will improve any Landscape Area contained in its Unit and all sides of its Building (even though it may be located in a Common Element) with sod, shrubs, trees,

plantings and landscape mulch in accordance with the approved landscape plan for its Unit, which plan shall be submitted to the Association for its approval prior to completion of the Building. Each Owner shall install and provide watering for landscaping through an underground irrigation system designed to adequately provide water for all sodded and planted areas of such landscaping. Any substantial alteration or deviation from the landscaping plan approved by the Board must be submitted to and approved by the Board prior to the implementation of any deviations or alterations.

10. Perimeter Landscaping. Landscaping and irrigation systems on the islands in the Parking Areas, at entrances and elsewhere shall be installed by Declarant and maintained by the Association.

11. Maintenance of Landscaping and Irrigation Systems. All Landscape Areas within the Unit and within the Common Elements shall be maintained and/or replaced by the Association, the Association and its designees being hereby granted an easement to access any Landscape Area located within a Unit for such purposes. The Association shall pay all charges for the care and maintenance of the irrigation systems, which shall be separately metered by the Association. In the event an Owner does not build on all of its Unit, the area not built on or incorporated within the Building (the "Internal Landscaping") shall be maintained by the Association as hereunder provided. The Board may levy a special assessment for the Owner's share of the landscaping maintenance expense to defray the cost to the Association for maintaining the Internal Landscaping.

12. Street Parking. Parking on public streets in or adjacent to the Land shall not be permitted, except during temporary situations.

13. Leases. Any lease of a Unit shall be for a minimum period of six (6) months, shall be in writing and shall be subject to the terms, conditions and provisions of this Declaration, including all conditions imposed by the Board as provided in Article II. A copy of such lease shall be provided to the Association. Any Unit Owner leasing a Unit to a third party must register the name, address and telephone number of the tenant with the Board. Tenants use and occupancy of the Unit shall be subject to the terms and conditions of this Declaration and the rules and regulations adopted by the Board.

14. Loudspeakers. No Owner shall be permitted to install any loudspeaker, sound amplifier or similar device on the roof or exterior wall of any Building.

15. Antenna and Satellite Dishes. All radio and television antennas shall be located inside the Building so as to not be Visible from Neighboring Units or Visible from the Parking Areas. One (1) satellite dish of not in excess of one (1) meter in diameter or diagonal measurement shall be permitted on any Building on a location approved by the Board.

16. Wires. All utilities such as telephone, electric power, cable television and any others within the Land shall be installed beneath the surface of the ground.

17. Storage. No materials, supplies, equipment, finished products or semi-finished products, or items of personal property of any nature shall be stored or permitted to

remain on any Unit outside of the Building constructed thereon or on any Common Element, without the prior written approval of the Board.

18. Heating and Air Conditioning Units. No heating, air conditioning, electrical or other equipment shall be installed on the roof or exterior wall of any Building unless the same is screened, covered and installed in a manner which shall first have been approved by the Board. All such units installed on the ground shall be screened in a manner approved by the Board.

ARTICLE VIII

INSURANCE

1. Public Liability Insurance. Comprehensive public liability insurance shall be purchased by the Association and shall be maintained in full force and effect at all times. The amount of coverage shall be determined by the Board from time to time so as to provide such coverage as the Board may deem prudent, provided, however, that the minimum amounts of coverage shall be \$1,000,000 for any one accident or occurrence, and \$2,000,000 for property damage. The premiums shall be paid from the assessments levied and collected pursuant to this Declaration. Such policy shall name all Unit Owners as insureds, and shall also name, as additional insureds, such persons or entities, including the Association, the Board, and any agents or employees of the Board, as the Board may deem necessary or required in order to insure the Association, the Board, the Unit Owners and their respective agents, guests and invitees, against liability to the public, the Unit Owners their guests, tenants and invitees, or any other persons whomsoever in connection with any damage or injury occurring on the Property or resulting or arising as a result of the ownership or use of the Property or any part thereof. **Provided, however, such insurance shall not insure against loss caused by injuries to Unit Owners or invitees of Unit Owners in such Owner's Unit.** To the extent feasible, such policy shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association or other Unit Owners and such other endorsements as the Board may deem appropriate.

2. Fire and Extended Coverage Insurance. Each Unit Owner shall purchase for its Building a fire and hazard insurance policy which the Unit Owner shall maintain in force at all times. Such policy shall contain vandalism and malicious mischief coverage, together with such other coverages, endorsements, and adjustment clauses as the Board may from time to time require. A Certificate evidencing the insurance coverage shall be provided to the Board.

3. Director and Officer Insurance. If available, the Association, as a Common Expense, may purchase and maintain a policy of liability insurance insuring the Board, the officers and employees of the Association against any claims, losses, liabilities, damages or causes of action arising out of or in connection with or resulting from any act done or omission to act by any such person or entities.

ARTICLE IX

DAMAGE TO OR DESTRUCTION OF BUILDING

In the event of a casualty, the Owner shall within one (1) year from the date of casualty rebuild the Building on its Unit to the same or better condition as it was in at the time of casualty. Prior to any such construction, however, Board approval of the plans must be obtained as provided in Article II hereof.

ARTICLE X

MEMBERSHIP IN ASSOCIATION

1. Qualification. Each Unit Owner shall be a member of the Association and shall be entitled to representation and vote in the Association in proportion to said Owner's interest in the Common Elements as shown on Exhibit D attached hereto and made a part hereof (the "Ownership Proportion"). If a given Unit is owned by more than one Owner, all such Owners shall be members of the Association; provided, however, that for the purpose of representation of such Unit with regard to the affairs of the Association and the voting of the members of the Association, such Unit shall be represented by and entitled only to the representation shown on the attached Exhibit D, which vote shall be exercised in any case in accordance with the provisions of the Declaration, Bylaws and Certificate. Ownership of a Unit shall be the sole qualification of membership in the Association.

2. Transfer of Membership. The Association membership of each Unit Owner shall be an appurtenant right to the Unit giving rise to such membership and shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon the transfer of title to said Unit and then only to the transferee of title of said Unit. Any transfer of title to a Unit shall operate automatically to transfer the membership in the Association appurtenant thereto to the new owner.

ARTICLE XI

VOTING RIGHTS

1. Votes Per Unit. There shall be attributable to each Unit a vote in the Ownership Proportion on all votes concerning the affairs of the Association.

2. Joint Owner Disputes. The vote for each Unit may be cast only as a Unit, and votes of fractions of a Unit shall not be allowed. In the event that joint owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote representing a certain Unit, it will thereafter be conclusively presumed for all purposes that such Owners were acting with the authority and consent of all other Owners of the same Unit. In the event more than one vote is cast for a particular Unit, none of said votes shall be counted and all of said votes shall be deemed void.

ARTICLE XII

DUTIES AND POWERS OF ASSOCIATION

1. Administration of Property. The Unit Owners, and each of them, together with all parties bound by this Declaration, covenant and agree that the administration of the Property shall be in accordance with the provisions of this Declaration, the Bylaws, the Certificate, and such rules and regulations as may be adopted by the Board, and the amendments, changes and modifications thereto as may come into effect from time to time. In the event of any inconsistency between the provisions of this Declaration and the provisions of the Certificate, the Bylaws, or rules and regulations, the provisions of this Declaration shall prevail.

2. Governance; Duties and Authority of Association. The Association shall be governed by the Board as is provided in the Bylaws. Meetings of the Owners and Board shall be controlled by the provisions of the Bylaws. The Association shall have the following powers and duties in addition to those provided in the Bylaws:

(a) The Association shall acquire and pay out of the assessments levied and collected in accordance herewith, all charges incurred by operation of the Common Elements for water, gas, refuse collection, electrical and fire suppression, other necessary utility services, lighting, landscaping, upkeep and cleaning, and all other expense incurred in connection with safety and welfare of the Property and the operation of the Common Elements. The Association shall clean, maintain, repair and replace all Common Elements. In the event any of the utility services for Common Elements is through a common meter with services provided to Units, the Association is authorized to equitably prorate such charges.

(b) Except as to the taxes, levies or assessments levied separately against an individual Unit, and/or the Owner thereof, the Association shall pay all taxes, real and personal, and assessments, bonds and levies which are or would become a lien on the Land or the Common Elements.

(c) The Association may, at its option, employ a manager, independent contractors, and such other employees as it deems necessary and prescribe their duties, and enter into contracts and agreements, all for the purpose of providing for the performance of the business, powers, duties and/or obligations of the Association, or any portion thereof. Such manager, if any, and all employees shall have the right of ingress and egress over and access to, such portions of the Property as may be necessary in order for them to perform their obligations.

(d) In the event a Unit Owner fails to maintain the Owner's Unit, Building or Landscape Areas, the Association, after providing written notice to the Owner granting the Owner ten (10) days to address the maintenance deficiency, shall be permitted access to provide such maintenance. In such event the Owner shall be assessed the cost of the maintenance and fifteen percent (15%) thereof as an administrative fee as is provided in Article XIII, Section 7.

(e) The Board, at any time, and from time to time, may establish such uniform rules and regulations as the Board may deem reasonable in connection with the use, occupancy and maintenance of the Units and the Common Elements by Unit Owners, servants, tenants, guests and invitees.

(f) The Association shall levy assessments against the Unit Owners and enforce payment thereof, all in the manner and subject to limitations set forth in this Declaration and the Bylaws.

(g) The Association shall maintain books and records relating to the management and operation of the Property. Such books and records shall be subject to inspection and copying, during normal business hours, by any Unit Owner and by the holders, insurers and guarantors of a first mortgage on any Unit.

(h) Upon request received from the holder of any first mortgage on a Unit, the Association shall notify the holder of such mortgage of any default thereafter occurring in the performance by the Owner of the Unit burdened by such mortgage of any obligation hereunder or under the Certificate, Bylaws or rules and regulations of the Association, which default is not cured within 60 days of the date of default. Such notice shall be in writing and shall be addressed to the mortgagee at the address specified in the request submitted by the mortgagee.

(i) The Association shall cause an annual financial statement to be prepared and available for review by any Owner during normal business hours within 120 days after the end of each calendar year.

ARTICLE XIII

ASSESSMENTS

1. Creation of Lien and Personal Obligation of Assessments. Each Unit Owner, by acceptance of a deed to a Unit, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) regular assessments or charges, and (2) emergency, individual or deficiency assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular and emergency assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and a lien on the Unit against which each such assessment is made, and all appurtenances thereto, which lien is created and shall be enforced in accordance with the provisions of this Article. Each such assessment (and all other assessments levied in accordance with this Declaration), together with late charges, interest, costs, penalties, and reasonable attorney's fees, as provided for by this Declaration, shall also be the joint and several personal obligation of each Owner of such Unit at the time when such assessment fell due. Declarant shall not be exempt from assessments and shall be assessed for each Unit retained by Declarant.

2. Regular Assessment.

(a) Regular Assessment. The Board shall set the annual assessment to be assessed for the calendar year against each Unit for the purposes hereinafter specified. Assessments for each Unit shall be due and payable by the Unit Owner in monthly payments payable on the first day of each month or as designated by the Board; provided, such assessments may be paid annually or in any manner as authorized by the Board. The assessments for all Units for each calendar year shall total (i) the estimated expenses of the Association in carrying out the obligations described herein for such calendar year and the estimated costs of the maintenance and repair of the Common Elements (the "Maintenance Fund Requirement"), plus, if so determined by the Board, (ii) an amount, to be determined by the Board, to be set aside during the year to provide for a reserve fund for the repair or replacement of the Common Elements (the "Reserve Fund Requirement"). The cost of such annual assessment shall be prorated among the Unit Owners based on their Ownership Proportion of the Common Elements.

(b) Increase in Assessment by Association. The regular assessment may be increased by the Board for each year, such increase to be made prior to, but effective as of the beginning of, such year, provided that commencing with the calendar year 2018 any such change in excess of 10% of the prior year's assessment shall first be approved by the vote of at least 51% in Ownership Proportion of the Owners present in person or by proxy, and entitled to vote at a meeting held prior to the commencement of the year for which such increase is to be made and duly called for such purpose, at which a quorum is present, written notice of which will be sent to all Owners not less than 10 days or more than 30 days in advance of the meeting, setting forth the purpose of the meeting. Notice of increase pursuant to this section shall be given by the Board to each Owner prior to the commencement of each year for which such increase is to be effective.

(c) Certificate of Payment. The Association shall, upon request, furnish to any Unit Owner, mortgagee of a Unit Owner, or prospective purchaser of any Unit a certificate in writing signed by an officer of the Association, setting forth whether the assessments on the specified Unit have been paid, and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of such certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

3. Special Emergency Assessments. In the event that the Board shall determine that its budget for any current month is or will become inadequate to meet all expenses for any reason, including nonpayment of any Owner's assessment on a current basis, it shall immediately determine the appropriate amount of such inadequacy for such month and may levy an emergency assessment for the amount required to meet all such expenses on a current basis against the Owners of each Unit; provided, however, that any such emergency assessment in an amount exceeding 150% of the amount the then prevailing monthly assessment for each Unit with respect to such Unit must first be approved by 51% of the Unit Owners in Ownership Proportion, present either in person or by proxy and entitled to vote at a meeting called for such purpose at which a quorum is present, written notice of which meeting shall be sent to all Owners not less than 10 days nor more than 30 days in advance of the meeting setting forth the

purpose of the meeting. Emergency assessments levied in accordance with this section shall be due and payable within 30 days of written notice thereof by the Board and shall be prorated among Unit Owners based on their Ownership Proportion.

4. Payment of Assessments. Each payment of regular and emergency assessments made by a Unit Owner shall first be applied to that portion of such Unit's assessments allocable to the Maintenance Fund Requirement, and the remainder of such payment shall be applied to that portion of such Unit's assessments allocable to the Reserve Fund Requirement.

5. Maintenance Fund. All collected regular assessment charges shall be deposited in a separate commercial bank account in a bank or trust company to be selected by the Board. The Board shall have control of such account and shall be responsible to the Unit Owners for the maintenance of accurate records thereof at all times.

6. Reserve Fund. All collected assessment charges allocable to the Reserve Fund Requirement shall be deposited in a separate commercial banking account in a bank or trust company to be selected by the Board. The Board shall have control over such account and shall be responsible to the Unit Owners for the maintenance of accurate records thereof at all times.

7. Individual Assessments. An individual assessment may be levied by the Board against an individual Unit and its Owner to reimburse the Association for costs incurred in bringing that Owner and that Owner's Unit into compliance with the provisions of this Declaration and Bylaws and for maintenance of Internal Landscaping.

8. Deficiency Assessments. The Board may levy a deficiency assessment against all Owners for the purpose of defraying, in whole or in part, the cost of reconstruction or restoration of Common Elements in the event that insurance proceeds or condemnation awards prove insufficient. Said deficiency assessments shall be assessed against each Owner in their Ownership Proportion of the Common Elements.

9. Non-Payment of Assessments; Lien Rights, Remedies. Every Unit Owner is deemed to covenant and agree to pay the assessments provided for in this Declaration and further agrees to the enforcement of such assessments in the manner provided for in this Declaration.

(a) Delinquency. Any assessment provided for in this Declaration which is not paid when due shall become delinquent on the date on which such assessment is due (the "date of delinquency"). A late charge of \$100.00 for each delinquent assessment shall be payable with respect to such assessment not paid within 15 days after the date of delinquency. Assessments not paid within 15 days after the date of delinquency shall thereafter bear interest at the rate of 18% per annum from the date of delinquency and the Association, its attorney or other authorized representative may, at its option, at any time after such period, and in addition to the other remedies herein or by law or in equity provided, enforce the obligation to pay assessments in any manner provided by law or in equity and, without limiting the generality of the foregoing, by any or all of the following procedures:

(i) Enforcement by Suit. The Association may cause a suit to be commenced and maintained in the name of the Association against any Owner or Owners, or any of them, personally obligated to pay assessments for such delinquent assessments for which they are personally obligated. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of 18% per annum from and after the date of delinquency, late charges as provided for by this Declaration, court costs and reasonable attorneys' fees in such amount as the court may award. Suit to recover a money judgment for unpaid assessments shall be maintainable by the Association, or its authorized agent, without foreclosing or waiving the lien hereinafter provided for.

(ii) Enforcement of Lien. Any assessment which remains unpaid on the date on which such assessment is due shall be a lien on the Unit for which such assessment is due and on all appurtenances thereto. Such lien may be foreclosed by a suit instituted by the Association, its attorney or duly authorized agent. The Association, or its duly authorized agent, shall have the power to bid in at the foreclosure sale and to acquire, hold, lease, mortgage and convey the Unit acquired at such sale. Provided, however, in any such foreclosure sale the Association may not bid an amount in excess of any judgment rendered in its favor in such foreclosure action and satisfiable out of the proceeds of such sale.

(b) Additional Costs Secured by Lien. In the event the lien described above is foreclosed, reasonable attorneys' fees as the court may award and court costs, abstracting fees, interest at the rate of 18% per annum from the date of delinquency, late charges as provided for by this Declaration, and all other costs and expenses shall be allowed to the Association.

(c) Rights of Association. Each Owner hereby vests in and delegates to the Association or its duly authorized representative the right and power to bring all actions at law or lien foreclosures, against any Owner or Owners for the collection of delinquent assessments in accordance herewith.

(d) Purchaser at Foreclosure Sale. Any purchaser of a Unit at a foreclosure sale pursuant to an action to foreclose the lien herein provided shall take title to such Unit subject to all the terms, provisions and restrictions of this Declaration, including the obligation to pay all assessments which become due after the date of such sale. For the purposes of this section a sale of a Unit shall occur on the date any judicial or non-judicial sale is confirmed.

(e) Purchase by Mortgagee. In the event the holder of a first mortgage on a Unit obtains title to such Unit as a result of foreclosure of the mortgage, such mortgagor shall not be liable for the foreclosed Unit's unpaid assessments which accrue prior to the acquisition of title to such Unit by the mortgagor at the sale.

10. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the members of the Association, their guests and invitees, and in particular shall be used for the purpose of improving, protecting, operating, repairing and maintaining the Common Elements and the facilities, improvements, landscaping and structures located thereon, and providing for the acquisition and maintenance of property, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Elements and the Units and otherwise providing for the performance by the Association of each and every power and duty of the Association.

ARTICLE XIV

RIGHTS AND OBLIGATIONS OF UNIT OWNERS

1. Owners' Easement of Enjoyment. Every Unit Owner and his/her tenants, servants, guests and invitees, to the extent permitted by such Unit Owner, shall have a non-exclusive easement to access to, use and enjoyment of, and ingress and egress through, the Common Elements and shall have an exclusive easement of access to, use and enjoyment of, and such easements shall be appurtenant to and shall pass with the title to every Unit. Such easements shall be subject to the right conferred by this Declaration to the Board to establish uniform rules and regulations concerning the use of the Common Elements.

2. Waiver of Use. A Unit Owner may not waive or otherwise escape liability for the assessments provided for by this Declaration or otherwise duly and properly levied by the Board, by non-use of the Common Elements and the facilities thereon or any part thereof, or by abandonment of the Unit.

ARTICLE XV

CONDEMNATION

In case at any time or times the Unit shall be taken or condemned including the Building thereon, all compensation and damages for or on account of any Unit shall be paid to the Unit Owner and shall be used promptly by the Unit Owner to the extent necessary for restoring or replacing the Building to the extent practicable pursuant to plans approved by the Board as provided in Article II hereof.

In case at any time or times the Common Elements or any part thereof shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages for or on account of any Common Element shall be payable to the Association as Trustee for all Unit Owners and mortgagees according to the loss or damage to their respective Units and appurtenant interest in the Common Elements and shall be used promptly by the Association to the extent necessary for restoring or replacing such improvements.

ARTICLE XVI

ANNEXATION OF REMAINING TRACT

The Declarant reserves the right within ten (10) years from the date hereof to annex the property described on Exhibit F (the "Remaining Tract") hereto to the Property and this condominium regime subject however to the following:

1. Improvements. All improvements on the Remaining Tract shall be substantially complete prior to annexation and such improvements shall be consistent with the original Property.

2. Ownership Proportion Adjustment. In the event of annexation, the Ownership Proportion of all Owners shall be adjusted based upon the ratio of the square footage of each Unit to the square footage of all Units in the Property including the Remaining Tract.

3. Procedure. In the event of annexation of the Remaining Tract, the Declarant shall file of record a "Notice of Annexation" that sets forth, among other things, the undivided interest of each Owner in the Common Elements, i.e., the revised Ownership Proportion. The Declarant shall further mail a copy of the Notice of Annexation to all Owners by certified mail with return receipt requested at the Owner's address shown on the Association records.

ARTICLE XVII

GENERAL PROVISIONS

1. Enforcement. The Association, or any Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any group of Unit Owners to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. A waiver of any such right shall be only pursuant to an instrument in writing signed by the party to be charged with such waiver and shall be limited to the particular covenant, condition or restriction which is expressly set forth in such writing as being waived.

2. Encroachments. In the event any portion of the Common Elements encroaches upon any Unit or any Unit encroaches upon the Common Elements as a result of the construction, reconstruction, repair, shifting, settlement, or movement of any portion of the Property, a valid easement for the encroachment and for the maintenance for the same shall exist so long as the encroachment exists.

3. Grants of Easements. The Association shall have the right to grant permits, licenses, and easements over the Common Elements for utilities, and other purposes necessary for the proper operation of the Property.

4. Construction of Buildings, Units and Common Elements. Until all Units are built, Declarant reserves an easement over the Parking Areas, Shared Drive, and Driveway Easement for the purpose of access, ingress, egress and material storage as may be necessary or convenient to Declarant in its activities related to the construction of Buildings, Units and Common Elements of the Property.

5. Severability. The provisions of this Declaration shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity of the remaining provisions.

6. Successors and Assigns. The terms and provisions of this Declaration shall inure to the benefit of and be binding upon the successors and assigns of Declarant, and to the heirs, personal representatives, grantees, successors and assigns of the Unit Owners.

7. Remedies Cumulative. Each remedy provided by this Declaration for breach of any of the covenants, conditions, restrictions, reservations, liens, or charges contained herein shall be in addition to any other available remedy, whether provided for by law or in equity, and all of such remedies, whether provided for by this Declaration or otherwise, shall be cumulative and not exclusive.

8. Notices. Any written notice or other document relating to or required by this Declaration may be delivered personally or by mail. If by mail, such notice, unless expressly provided herein or in the Certificate to the contrary, shall be deemed to have been delivered and received 3 business days after a copy thereof is deposited in the United States mail, postage prepaid, addressed as follows:

If to a Unit Owner to the address of the Unit or Units owned by it or as may be designated by an Owner by written notice to the Board.

If to Declarant: c/o Joey Wishnuck, Manager
221 48th Avenue NW
Norman, Oklahoma 73072-4443

9. Sales of Units. Concurrently with the consummation of the sale of any Unit under circumstances whereby the transferee becomes a Unit Owner, the transferee shall notify the Board in writing of such sale. Such notification shall set forth (i) the name of the transferee and its transferor, (ii) the street address or the Unit Designation of the Unit purchased by the transferee; (iii) the transferee's mailing address and (iv) the date of sale. Prior to receipt of such notification, any and all communications required or permitted to be given by the Association, the Board, or their agents or representatives, shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferor.

EXHIBIT A

Land Description

All of Brookhaven Office Park Section 1 to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

EXHIBIT B

Engineer's Certificate

STATE OF OKLAHOMA)
)
COUNTY OF Oklahoma) SS:

Tom L. McCaleb, being first duly sworn upon oath, certifies that:

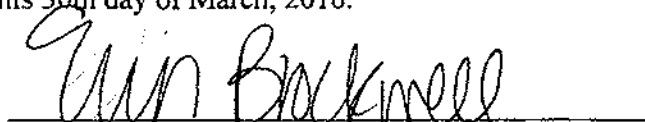
1. He is duly licensed and practicing engineer in the State of Oklahoma.
2. Attached hereto is a true and correct copy of the plan (the "Plan") for Brookhaven Office Park, which shows all particulars of each Unit, including, but not limited to, the dimensions, area and location of each Unit and the dimensions, area and location of all Common Elements, affording access to each Unit with other Common Elements being shown graphically.

Executed at Norman, Oklahoma, this 30th day of March, 2016.



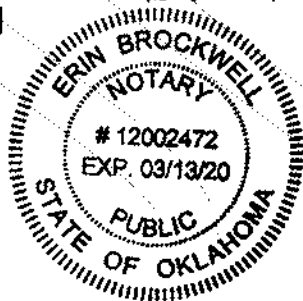
Tom L. McCaleb

Subscribed and sworn to before me this 30th day of March, 2016.



Notary Public, State of Oklahoma

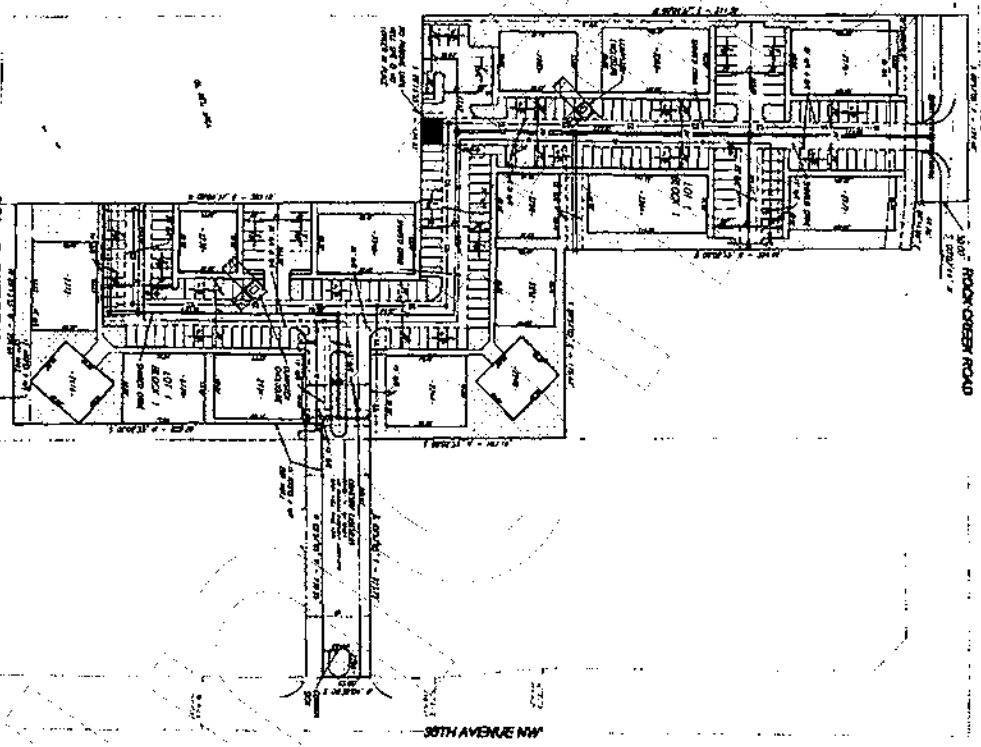
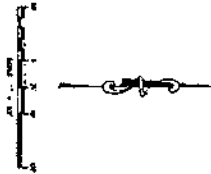
My Commission expires: 3/13/20
Commission No. 12002472
[SEAL]



Plan Prepared by Tom L. McCaleb, P.E.

(The Plan follows this page)

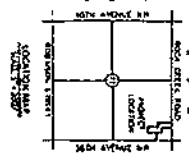
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3.00	300.00	3.00	300.00	6.00	300.00
4.00	400.00	4.00	400.00	8.00	400.00
5.00	500.00	5.00	500.00	10.00	500.00
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12.00	1200.00	12.00	1200.00	24.00	1200.00
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48.00	4800.00	48.00	4800.00	96.00	4800.00
49.00	4900.00	49.00	4900.00	98.00	4900.00
50.00	5000.00	50.00	5000.00	100.00	5000.00



[Handwritten signature]

1. THE CITY OF NORMAN HAS REVIEWED THE ABOVE DESCRIBED PROJECT AND HAS DETERMINED THAT THE PROJECT IS IN ACCORDANCE WITH THE CITY OF NORMAN ZONING ORDINANCES AND THE CITY OF NORMAN SUBDIVISION ORDINANCES. THE CITY OF NORMAN HAS NO OBJECTION TO THE PROJECT AS SHOWN ON THE ABOVE DESCRIBED PLANS AND SPECIFICATIONS. THE CITY OF NORMAN HAS NO OBJECTION TO THE PROJECT AS SHOWN ON THE ABOVE DESCRIBED PLANS AND SPECIFICATIONS. THE CITY OF NORMAN HAS NO OBJECTION TO THE PROJECT AS SHOWN ON THE ABOVE DESCRIBED PLANS AND SPECIFICATIONS.

2. THE CITY OF NORMAN HAS REVIEWED THE ABOVE DESCRIBED PROJECT AND HAS DETERMINED THAT THE PROJECT IS IN ACCORDANCE WITH THE CITY OF NORMAN ZONING ORDINANCES AND THE CITY OF NORMAN SUBDIVISION ORDINANCES. THE CITY OF NORMAN HAS NO OBJECTION TO THE PROJECT AS SHOWN ON THE ABOVE DESCRIBED PLANS AND SPECIFICATIONS. THE CITY OF NORMAN HAS NO OBJECTION TO THE PROJECT AS SHOWN ON THE ABOVE DESCRIBED PLANS AND SPECIFICATIONS. THE CITY OF NORMAN HAS NO OBJECTION TO THE PROJECT AS SHOWN ON THE ABOVE DESCRIBED PLANS AND SPECIFICATIONS.



<p>1 of 1</p>	<p>SMC SPECIALIZED MANAGEMENT CONSULTANTS 1000 NORTH UNIVERSITY AVENUE NORMAN, OKLAHOMA 73069 TEL: 581-221-1111 WWW.SMC-CO.COM</p>	<p>BROOKHAVEN OFFICE PARK SECTION 1 ROCK CREEK ROAD & 36TH AVE. N.W. NORMAN, OKLAHOMA</p>	<p>DATE: 11/11/2010</p>	<p>SCALE: AS SHOWN</p>	<p>PROJ. NO. 10000000000000000000 PROJECT: BROOKHAVEN OFFICE PARK SECTION 1 SHEET: 1 OF 1 DATE: 11/11/2010</p>
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EXHIBIT C

Bylaws

(The Bylaws follow this page)

BYLAWS

OF

BROOKHAVEN OFFICE PARK ASSOCIATION

(An Oklahoma Not For Profit Corporation)

(As Adopted March 1, 2016)

EXHIBIT

C

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TO
BYLAWS
OF
BROOKHAVEN OFFICE PARK ASSOCIATION
(an Oklahoma Not For Profit Corporation)

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**BYLAWS
OF
BROOKHAVEN OFFICE PARK ASSOCIATION
(An Oklahoma Not For Profit Corporation)
(As Adopted March 1, 2016)**

ARTICLE I - PURPOSES

The corporation is organized as a not for profit corporation formed to discharge the responsibilities given it in the Declaration of Unit Ownership Estate For Brookhaven Office Park Association (the "Declaration"). All capitalized terms used in these Bylaws shall have the same meaning as in the Declaration. These Bylaws are intended to be interpreted with the Declaration and some provisions required to be in the Bylaws are contained in the Declaration and are incorporated herein by this reference.

ARTICLE II - MEMBERS

Section 2.01 Initial Member

The initial Member of the corporation shall be Brookhaven Office Park, LLC. All references herein to the term "Members" shall be construed to refer to the singular of the term, if applicable.

Section 2.02 Membership

The Owner of each Unit shall be a Member of the corporation and shall be entitled to vote as provided in the Declaration.

Section 2.03 No Transfer of Membership

Membership or any interest in this corporation shall not be assignable by a Member, except as an appurtenance to its Unit.

ARTICLE III - MEETINGS OF MEMBERS

Section 3.01 Annual Meeting

An annual meeting of the Members, for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting, shall be held at such place on such date, and at such time as the Board of Directors shall each year fix, which date shall be within thirteen months subsequent to the later of the date of incorporation or the last annual meeting of the Members. The board of directors may, in its sole discretion, determine that the meeting shall not be held at any place, but may be held solely by means of remote communication.

Section 3.02 Special Meetings

Special meetings of the Members, for any purpose or purposes prescribed in the notice of the meeting, may be called by the Board of Directors or by the Chairman of the Board or the President and shall be held on such date, and at such time as they or he/she shall fix.

Section 3.03 Notice of Meetings

Written notice of the place, if any, date, and time of all meetings, and the means of remote communications, if any, by which Members and proxyholders may be deemed to be present in person and vote at the meetings, of the Members shall be given, not less than ten (10) nor more than sixty (60) days before the date on which the meeting is to be held, to each Member entitled to vote at such meeting, except as otherwise provided herein or required by law (meaning, here and hereinafter, as required from time to time by the Oklahoma General Corporation Act or the Certificate of Incorporation). The term "Certificate of Incorporation" as used herein shall mean the Certificate of Incorporation of the corporation as may be amended from time to time. Notice of a special meeting of the Members shall also state the purpose or purposes for which the meeting is called.

When a meeting is adjourned to another place, if any, date or time, written notice need not be given of the adjourned meeting if the place, if any, date, and time thereof and the means of remote communications, if any, by which Members and proxyholders may be deemed to be present and vote at the adjourned meeting are announced at the meeting at which the adjournment is taken; provided, however, that if the date of any adjourned meeting is more than thirty (30) days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned meeting, written notice of the place, if any, date, and time of the adjourned meeting shall be given in conformity herewith. At any adjourned meeting, any business may be transacted which might have been transacted at the original meeting.

If a meeting is to be held solely by remote communication, notice of a meeting shall also provide the information required to gain access to the Member list by reasonably accessible electronic network; provided, however, that such list shall only be available to Members of the corporation.

Notice may be given effectively to Members if given by a form of electronic transmission consented to by the Member to whom the notice is given. The consent shall be revocable by the Member by written notice to the corporation. Such consent shall be deemed revoked if (a) the corporation is unable to deliver by electronic transmission two consecutive notices given by the corporation in accordance with the consent; and (b) the inability becomes known to the secretary or an assistant secretary of the corporation, or other person responsible for the giving of notice; provided, however, the inadvertent failure to treat the inability as a revocation shall not invalidate any meeting or other action. Notice shall be deemed effectively given if by (i) facsimile telecommunication, when directed to a number at which the Member has consented to receive notice; (ii) electronic mail, when directed to an electronic mail address at which the Member has consented to receive notice; (iii) a posting on an electronic network together with separate notice to the Member of the specific posting, upon the later of the posting and the giving of separate notice; and (iv) any other form of electronic transmission, when directed to the

Member in accordance with the Member's consent. An affidavit of the secretary or an assistant secretary or of the transfer agent or other agent of the corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

Section 3.04 Quorum

At any meeting of the Members, a majority of all of the Members entitled to vote at the meeting determined by Ownership Proportion, present in person, represented by proxy or by means of remote communication, shall constitute a quorum for all purposes, unless or except to the extent that the presence of a larger number may be required by law or by the Certificate of Incorporation.

If a quorum shall fail to attend any meeting, the chairman of the meeting or a majority of the Members determined by Ownership Proportion entitled to vote who are present, in person, represented by proxy or by means of electronic communication, may adjourn the meeting to another date or time. At any adjourned meeting, whatever Members are present shall constitute a quorum.

Section 3.05 Organization

Such person as the Board of Directors may have designated or, in the absence of such a person, the highest ranking officer of the corporation who is present shall call to order any meeting of the Members and act as chairman of the meeting. In the absence of the Secretary of the corporation, the secretary of the meeting shall be such person as the chairman appoints.

Section 3.06 Conduct of Business

The chairman of any meeting of Members shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him/her in order.

Section 3.07 Proxies and Voting

At any meeting of the Members, every Member entitled to vote may vote in person or by proxy authorized in such manner as specifically permitted by the Oklahoma General Corporation Act or as the corporation may otherwise permit. Proof of such authority shall be filed in accordance with the procedure established for the meeting. If authorized by the board of directors, the requirement of a written ballot shall be satisfied by a ballot submitted by electronic transmission; provided that the electronic transmission must either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the Member or proxyholder. The validity and authenticity of any proxy shall be determined by the corporation.

Each Member shall have the number of votes attributable to his/her class of membership, as provided in the Declaration.

All voting, except where otherwise required by law or by the Certificate of Incorporation, may be by a voice vote; provided, however, that upon demand therefor by a Member entitled to vote or his proxy, a vote shall be taken by written ballot, each of which shall state the name of the Member or proxy voting and such other information as may be required under the procedure established for the meeting. Every vote taken by ballot shall be counted by an inspector or inspectors appointed by the chairman of the meeting.

All elections and, except as otherwise required by law or by the Certificate of Incorporation, all other matters shall be determined by a majority of the votes cast.

Notwithstanding the provisions of this Section 3.07, any action, except as set forth below, required or which may be taken at any annual or special meeting of the Members may be taken without a meeting, without prior notice or a vote, if a consent or consents in writing or by electronic transmission, setting forth the action so taken, shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members having a right to vote thereon were present and voted and shall be delivered to the corporation by delivery to its registered office in this state, its principal place of business, or an officer or agent of the corporation having custody of the book in which proceedings of meetings of Members are recorded. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested, or electronic transmission. Such written consent or consents shall be filed with the minutes of the proceedings of the Members, provided the filings shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form. Prompt notice of the taking of corporate action without a meeting by less than unanimous written consent shall be given to those Members who have not consented in writing.

Members may, unless the certificate of incorporation otherwise provides, act by written consent to elect directors; provided however, that if the consent is less than unanimous, the action by written consent may be in lieu of holding an annual meeting only if all the directorships to which directors could be elected at an annual meeting held at the effective time of the action are vacant and are filled by the action.

Every written consent shall bear the date of signature of each Member who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within sixty (60) days of the earliest dated consent delivered in the manner required by this section to the corporation, written consents signed by a sufficient number of holders to take action are delivered to the corporation by delivery to its registered office in this state, its principal place of business, or an officer or agent of the corporation having custody of the book in which proceedings of meetings of Members are recorded. Delivery made to a corporation's registered office shall be by hand, by certified or registered mail, return receipt requested, or by electronic transmission.

An electronic transmission consenting to an action to be taken and transmitted by a Member or proxyholder, shall be deemed to be written, signed and dated for the purposes herein, provided that such electronic transmission sets forth or is delivered with information from which the corporation can determine (a) that the Member or proxyholder was authorized to act for the Member or proxyholder and (b) the date on which such Member or proxyholder transmitted such

electronic transmission. The date on which such electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. An electronic transmission shall be deemed to be delivered when reproduced in paper form and delivered to (i) the corporation's registered office, (ii) its principal place of business or (iii) an officer or agent of the corporation having custody of the book in which proceedings of meetings of Members are recorded, or as provided by resolution of the board of directors of the corporation.

ARTICLE IV - BOARD OF DIRECTORS

Section 4.01 Number and Term of Office

The number of directors who shall constitute the whole board shall be such number as fixed from time to time by the Board of Directors, except that the number of directors constituting the initial Board of Directors shall be the number of directors named in the Certificate of Incorporation. Except as required by law, the Certificate of Incorporation or these bylaws, each director shall be elected at each annual meeting of the Members. Each director shall serve until his successor is elected and qualified or until his earlier resignation or removal.

Whenever the authorized number of directors is increased between annual meetings of the Members, a majority of the directors then in office shall have the power to elect such new directors for the balance of a term and until their successors are elected and qualified. Any decrease in the authorized number of directors shall not become effective until the expiration of the term of the directors then in office unless, at the time of such decrease, there shall be vacancies on the board which are being eliminated by the decrease.

Section 4.02 Vacancies

If the office of any director becomes vacant by reason of death, resignation, disqualification, removal or other cause, a majority of the directors remaining in office, although less than a quorum, may elect a successor for the unexpired term and until his/her successor is elected and qualified.

Section 4.03 Regular Meetings

Regular meetings of the Board of Directors shall be held at such place or places, on such date or dates, and at such time or times as shall have been established by the Board of Directors and publicized among all directors. A notice of each regular meeting shall not be required.

Section 4.04 Special Meetings

Special meetings of the Board of Directors may be called by one-third of the directors then in office or by the chief executive officer and shall be held at such place, on such date, and at such time as they or he/she shall fix. Notice of the place, date, and time of each such special meeting shall be given each director by whom it is not waived by mailing written notice not less than three days before the meeting or by telegraphing or personally delivering the same not less than eighteen hours before the meeting; or by electronic transmission pursuant to authorization of the Board of Directors. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

Section 4.05 Quorum

At any meeting of the Board of Directors, one- third of the total number of the whole board, but not less than two directors, shall constitute a quorum for all purposes, unless or except in the event that a board of one is authorized in which case one director shall constitute a quorum. If a quorum shall fail to attend any meeting, a majority of the directors present may adjourn the meeting to another place, date, or time, without further notice or waiver thereof.

Section 4.06 Participation in Meetings by Conference Telephone

Members of the Board of Directors, or of any committee thereof, may participate in a meeting of such board or committee by means of conference telephone or other communications equipment that enables all persons participating in the meeting to hear each other. Such participation shall constitute presence in person at such meeting.

Section 4.07 Conduct of Business

At any meeting of the Board of Directors at which a quorum of the directors is present, business shall be transacted in such order and manner as the board may from time to time determine, and all matters shall be determined by the vote of a majority of the directors present, except as otherwise provided herein or required by law or by the Certificate of Incorporation. Action may be taken by the Board of Directors without a meeting if all Members thereof consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors.

Section 4.08 Powers

The Board of Directors may, except as otherwise required by law or by the Certificate of Incorporation, exercise all such powers and do all such acts and things as may be exercised or done by the corporation, including, without limiting the generality of the foregoing, the unqualified power:

- (1) To establish a budget and fix the date for the commencement of the annual assessments for each Unit;
- (2) To levy and collect Assessments;
- (3) To provide for the care, upkeep and maintenance of the Common Elements;
- (4) To enforce by legal means the provisions of the Declaration and these Bylaws;
- (5) To obtain property, liability and other insurance, including director's and officer's liability insurance;

(6) To indemnify a director, officer or committee Member of the corporation to the extent such indemnity is permitted or required by the Certificate of Incorporation, these Bylaws or Oklahoma law;

(7) Making and amending rules and regulations for the usage of Common Elements and Building and establishing penalties for infractions thereof;

(8) To purchase or otherwise acquire any property, rights or privileges on such terms as it shall determine;

(9) To authorize the creation, making and issuance, in such form as it may determine, of written obligations of every kind, negotiable or non-negotiable, secured or unsecured, and to do all things necessary in connection therewith;

(10) To remove any officer of the corporation with or without cause, and from time to time to devolve the powers and duties of any officer upon any other person for the time being;

(11) To confer upon any officer of the corporation the power to appoint, remove and suspend subordinate officers and agents;

(12) To adopt from time to time regulations, not inconsistent with these Bylaws, for the management of the corporation's business and affairs;

(13) To make available to prospective purchasers of Units copies of the Declaration, Certificate of Incorporation, the Bylaws and all other books, records and financial statements of Corporation; and

(14) To employ accountants, attorney and other professionals or managers to assist in the conduct of its duties and responsibilities.

Section 4.09 Compensation of Directors

Directors shall not receive compensation for their services, but shall be reimbursed for actual expenses incurred in the performance of their duties.

ARTICLE V - COMMITTEES

Section 5.01 Executive Committee

The Board of Directors may designate an Executive Committee to serve at the pleasure of the board and shall elect a director or directors to serve as the Member or Members of the Executive Committee, designating, if it desires, other directors as alternative Members who may replace any absent or disqualified Member at any meeting of the Executive Committee. The Executive Committee, except to the extent as it may be restricted from time to time by the vote of a majority of the whole board, may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but the Executive

Committee shall have no power or authority in reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the Members the sale, lease or exchange of all or substantially all of the property and assets of the corporation, recommending to the Members a dissolution of the corporation or a revocation of a dissolution, or amending the bylaws of the corporation. In the absence or disqualification of any Member of the Executive Committee and any alternate member in his place, the member or members of the Executive Committee present at the meeting and not disqualified from voting, whether or not he/she or they constitute a quorum, may by unanimous vote appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

Section 5.02 Other Committees of the Board of Directors

The Board of Directors may from time to time designate other committees of the board, with such lawfully delegable powers and duties as it thereby confers, to serve at the pleasure of the board and shall, for those committees, elect a director or directors to serve as the member or members, designating, if it desires, other directors as alternative members who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of any member of any committee and any alternate member in his place, the member or members of the committee present at the meeting and not disqualified from voting, whether or not he/she or they constitute a quorum, may by unanimous vote appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

Section 5.03 Conduct of Business

Each committee may determine the procedural rules for meeting and conducting its business and shall act in accordance therewith, except as otherwise provided herein or required by law. Adequate provision shall be made for notice to members of all meetings; one-third of the total committee members shall constitute a quorum unless the committee shall consist of one or two members, in which event one member shall constitute a quorum; and all matters shall be determined by a majority vote of the members present. Minutes of each committee meeting shall be prepared, approved by the chairman of the meeting and filed with the Secretary of the corporation. Action may be taken by any committee without a meeting if all members thereof consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of such committee.

ARTICLE VI - OFFICERS

Section 6.01 Generally

The officers of the corporation shall consist of a President and a Secretary and such other senior or subordinate officers as may from time to time be elected by the Board of Directors. The Board of Directors may also elect from its number a Chairman and Vice Chairman of the Board of the corporation. Officers shall be elected by the Board of Directors, which shall consider that subject at its first meeting after every annual meeting of members. Each officer shall hold his office until his successor is elected and qualified or until his earlier resignation or removal. Any number of offices may be held by the same person.

Section 6.02 Chairman of the Board

The Chairman of the Board, if any, shall, if present, preside at all meetings of the Board of Directors and exercise and perform such other powers and duties as may be from time to time assigned to him/her by the Board of Directors. He/She shall be the senior officer of the corporation and shall be responsible for overall planning and policy.

Section 6.03 Vice Chairman of the Board

The Vice Chairman of the Board shall perform such duties as the Board of Directors shall prescribe. In the absence or disability of the Chairman of the Board, the Vice Chairman shall perform the duties and exercise the powers of the Chairman of the Board.

Section 6.04 President

The President shall be the chief executive officer of the corporation. Subject to the provisions of these Bylaws and to the direction of the Board of Directors, he/she shall have the responsibility for the general management and control of the affairs and business of the corporation and shall perform all duties and have all powers which are commonly incident to the office of chief executive or which are delegated to him/her by the Board of Directors. He/She shall have power to sign all contracts and other instruments of the corporation which are authorized. He/She shall have general supervision and direction of all of the other officers and agents of the corporation.

Section 6.05 Vice Presidents

Each Vice President shall perform such duties as the Board of Directors shall prescribe. In the absence or disability of the President, the Vice President who has served in such capacity for the longest time shall perform the duties and exercise the powers of the President.

Section 6.06 Secretary

The Secretary shall issue all authorized notices for, and shall keep minutes of, all meetings of the members and the Board of Directors. He/She shall have charge of the corporate records.

Section 6.07 Treasurer

The Treasurer shall have the custody of all monies and securities of the corporation and shall keep regular books of account. He/She shall make such disbursements of the funds of the corporation as are proper and shall render from time to time, but no less often than annually, an account of all such transactions and of the financial condition of the corporation.

Section 6.08 Delegation of Authority

The Board of Directors may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provision hereof.

Section 6.09 Removal

Any officer of the corporation may be removed at any time, with or without cause, by the Board of Directors.

ARTICLE VII - NOTICES**Section 7.01 Notices**

Whenever notice is required to be given to any member, director, officer, or agent, such requirement shall not be construed to mean personal notice. Such notice may in every instance be effectively given by depositing a writing in a post office or letter box, in a postpaid, sealed wrapper, or by dispatching a prepaid telegram, addressed to such member, director, officer, or agent at his or her address as the same appears on the books of the corporation or by electronic transmission. The time when such notice is dispatched shall be the time of the giving of the notice.

Section 7.02 Waivers

A written waiver of any notice, signed by a Member, director, officer, or agent, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such Member, director, officer, or agent. Neither the business nor the purpose of any meeting need be specified in such a waiver.

ARTICLE VIII - MISCELLANEOUS**Section 8.01 Facsimile Signatures**

Facsimile signatures of any officer or officers of the corporation may be used whenever and as authorized by the Board of Directors or a committee thereof.

Section 8.02 Corporate Seal

The Board of Directors may provide a suitable seal, containing the name of the corporation and the word "Oklahoma", which seal shall be placed in the custody of the Secretary. If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by an Assistant Secretary or Assistant Treasurer.

Section 8.03 Reliance upon Books, Reports and Records

Each director and each member of any committee designated by the Board of Directors shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or other records of the corporation, including reports made to the corporation by any of its officers, by an independent certified public accountant, by an appraiser selected with reasonable care, by the Board of Directors, or by any such committee.

Section 8.04 Fiscal Year

The fiscal year of the corporation shall be as fixed by the Board of Directors.

Section 8.05 Time Periods

In applying any provision of these bylaws which require that an act be done or not done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded and the day of the event shall be included.

ARTICLE IX - AMENDMENTS

These bylaws may be amended or repealed by the Board of Directors at any meeting or by a vote or written consent of 75% of the Unit Owners determined by Ownership Proportion. No amendment to the Bylaws shall be operative until it is filed of record along with an amended Declaration.

ARTICLE X - ELECTRONIC TRANSMISSION

As used herein, electronic transmission means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of Brookhaven Office Park Association, an Oklahoma not for profit corporation;

2. That the foregoing bylaws comprising eleven (11) pages constitute the Bylaws of said corporation as duly adopted by Consent of Board of Directors March 1, 2016.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 1 day of March, 2016.



Joey M. Wishnuck, Secretary

EXHIBIT D

Unit Designations

<u>Unit</u>	<u>Ownership Proportion</u>
Unit 2212	7.30%
Unit 2216	4.38%
Unit 2220	7.30%
Unit 2224	7.30%
Unit 2232	4.38%
Unit 2240	7.30%
Unit 2244	7.30%
Unit 2248	4.38%
Unit 2252	5.84%
Unit 2256	5.10%
Unit 2260	5.84%
Unit 2264	8.76%
Unit 2268	8.76%
Unit 2272	7.30%
Unit 2276	8.76%

EXHIBIT E

Construction Standards

All brick and roofing materials shall be of a similar color as the First Bank building at the corner of 36th and Rock Creek Road. Unless waived by the Board in writing, the brick type shall be Belgium HMOS and the shingle for the roof shall be Malarkey Storm Grey.

All doors, windows and paint colors must be approved by the Board.

No building, fence, wall, walk, driveway or other structure or improvement may be constructed on any Unit until the plans and specifications showing the nature, kind, shape and color have been submitted to and approved by the Board.

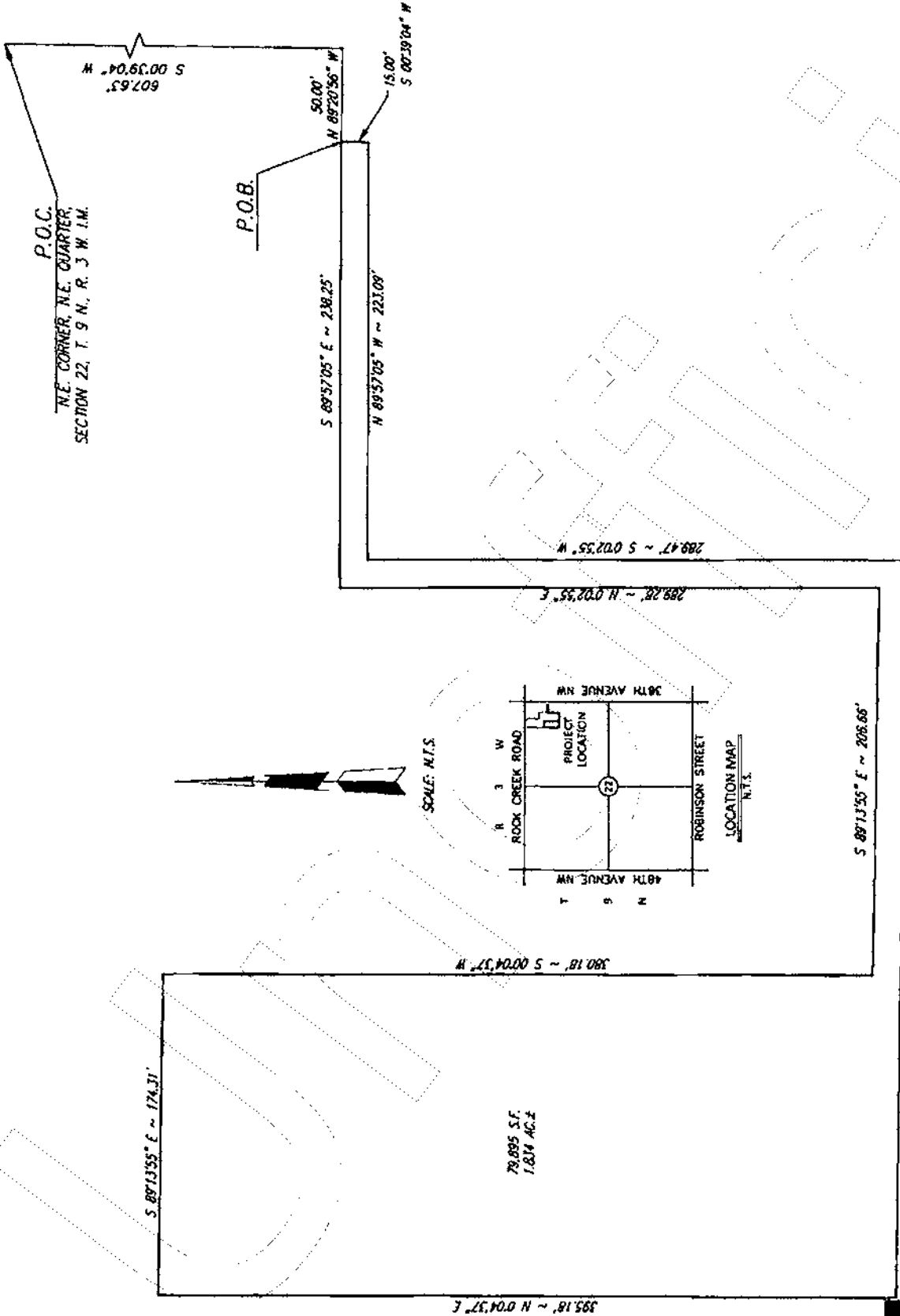
EXHIBIT F**Remaining Tract****LEGAL DESCRIPTION
BROOKHAVEN OFFICE PARK
REMAINING TRACT**

A tract of land lying in the Northeast Quarter (NE/4) of Section 22, Township 9 North, Range 3 West of the Indian Meridian, Cleveland County, Oklahoma being more particularly described as follows:

COMMENCING at the Northeast corner of said NE/4;
THENCE South 00°39'04" West along the East line of said NE/4 a distance of 607.63 feet;
THENCE North 89°20'56" West a distance of 50.00 feet to a point on the West right-of-way line of 36th Avenue N.W. and the POINT OF BEGINNING;

THENCE South 00°39'04" West along said West right-of-way line a distance of 15.00 feet;
THENCE North 89°57'05" West a distance of 223.09 feet;
THENCE South 00°02'55" West a distance of 289.47 feet;
THENCE North 89°13'55" West a distance of 395.98 feet;
THENCE North 00°04'37" East a distance of 395.18 feet;
THENCE South 89°13'55" East a distance of 174.31 feet;
THENCE South 00°04'37" West a distance of 380.18 feet;
THENCE South 89°13'55" East a distance of 206.66 feet;
THENCE North 00°02'55" East a distance of 289.28 feet;
THENCE South 89°57'05" East a distance of 238.25 feet to the POINT OF BEGINNING.

Said tract contains 79,895 square feet or 1.834 acres, more or less, and is depicted on Exhibit F-1 hereto.



BROOKHAVEN OFFICE PARK
REMAINING TRACT
NORMAN, CLEVELAND COUNTY, OKLAHOMA

EXHIBIT
F-1