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State of Oklahoma  
Oklahoma County Clerk  
Carolyn Candell

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

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

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

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

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

RECORDED  
INDEXED  
TULSA, OKLAHOMA 74101

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

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

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

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

Filed by QUARANTY ABSTRACT COMPANY and  
returned to Order E-08733

② 772812

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

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

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

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

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

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

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

By: \_\_\_\_\_

  
Edmond W. Carlson, Manager

DREWRY FAMILY LIMITED PARTNERSHIP

By: *Robert Drewry*  
Robert Drewry, General Partner

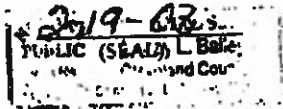
STATE OF OKLAHOMA )  
 )  
COUNTY OF CLEVELAND )

SS:

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

*Larry L Bailey*  
Notary Public

My Commission Expires:



STATE OF OKLAHOMA )  
 )  
COUNTY OF Cleveland )

SS:

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

*Larry L Bailey*  
Notary Public

My Commission Expires:

