

This instrument was filed for record July 15, 1983 at 4:21 PM recorded in Book 5033 Page 1097, records of Oklahoma County, Oklahoma.

87600

WACREON...  
First Oklahoma Tower  
210 W. Park Avenue  
Suite 3000  
Oklahoma City, OK 73102

FIRST AMENDMENT TO DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS OF  
SYCAMORE SQUARE CONDOMINIUM,  
A UNIT OWNERSHIP ESTATE

STATE OF OKLAHOMA  
JUL 15 4 21 PM '83  
BOOK 5033 PAGE 1097

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KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned did on the 6th day of October, 1982, make and execute that certain Declaration of Covenants, Conditions and Restrictions for Sycamore Square Condominium, a unit ownership estate, recorded November 3, 1982, at 11:40 a.m. in Book 4930, page 1670 against the property described on Exhibit "A" hereto attached, and

WHEREAS, declarant desires to amend same, as set forth below, to comply with the requirements of the Veteran's Administration as authorized by Section 30.9 of said Declaration.

NOW, THEREFORE, the undersigned amends said Declaration by amending Exhibit "C" as shown on the attached Exhibit "C."

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

IN WITNESS WHEREOF, declarant has duly executed this First Amendment this 13 day of July, 1983.

SYCAMORE SQUARE LIMITED, an Oklahoma limited partnership

By SHARTEL & WALKER CORP., an Oklahoma corporation, general partner

ATTEST:

*Richard D. Hanley*  
Richard D. Hanley, Secretary

*Richard D. Hanley*  
Richard D. Hanley, President



CONTINUED

BOOK 5033 PAGE 1693

STATE OF OKLAHOMA )  
                          ) SS:  
COUNTY OF OKLAHOMA )

The foregoing instrument was acknowledged before me this 11th day of July, 1983, by Richard D. Manley, President of Shartel & Walker Corp., an Oklahoma corporation, on behalf of the corporation, general partner of Sycamore Square Limited, an Oklahoma limited partnership, on behalf of the partnership.

Kathryn L. Kendrick  
Notary Public

My Commission Expires:  
JUL 22 1984  
OKLAHOMA COUNTY

BOOK 5033 Pg. 1099

EXHIBIT "A"

A tract of land containing all of Block Thirteen (13), BRUSHA'S 2ND ADDITION; all of Block Two (2), BENNETT AND GERSON ADDITION; all of the alley located therein; part of Lee Avenue between Northwest 4th Street and Northwest 3rd Street; part of Dewey Avenue between Northwest 4th Street and Northwest 3rd Street and a part of Northwest 3rd Street; being more particularly described as follows:

Beginning at the Northeast corner of Block Fourteen (14), BRUSHA'S 2ND ADDITION; thence North  $89^{\circ}52'11''$  East along the South right of way line of Northwest 4th Street for a distance of 499.79 feet; thence South  $01^{\circ}28'20''$  East for a distance of 271.97 feet; thence South  $21^{\circ}31'40''$  West for a distance of 51.34 feet; thence South  $89^{\circ}52'11''$  West for a distance of 479.69 feet; thence North  $01^{\circ}28'35''$  West along the West right of way line of Lee Avenue, now vacated, for a distance of 319.70 feet to the point or place of beginning and containing 159,244.05 square feet or 3.656 acres, more or less.

CONTINUED

EXHIBIT "C"

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

UNIT PERCENTAGES FOR ASSESSMENT AND OWNERSHIP

<u>Unit</u>	<u>Address</u>	<u>Footage</u>	<u>Ownership and Assessment Share; Maximum Percentage Subject to Diminution by Annexation</u>	<u>Minimum % if all of Property at Exhibit "A-1" Annexed</u>
101 North	600 NW 4th	1,370	1.80343	.901715
103 North	600 NW 4th	1,254	1.65073	.825365
104 North	600 NW 4th	1,254	1.65073	.825365
105 North	600 NW 4th	1,254	1.65073	.825365
106 North	600 NW 4th	1,254	1.65073	.825365
107 North	600 NW 4th	1,254	1.65073	.825365
108 North	600 NW 4th	1,254	1.65073	.825365
109 North	600 NW 4th	1,254	1.65073	.825365
110 North	600 NW 4th	1,254	1.65073	.825365
111 North	600 NW 4th	925	1.21765	.608825
112 North	600 NW 4th	925	1.21765	.608825
113 North	600 NW 4th	1,254	1.65073	.825365
114 North	600 NW 4th	1,254	1.65073	.825365
115 North	600 NW 4th	1,254	1.65073	.825365
116 North	600 NW 4th	1,254	1.65073	.825365
117 North	600 NW 4th	1,254	1.65073	.825365
118 North	600 NW 4th	1,254	1.65073	.825365
119 North	600 NW 4th	1,254	1.65073	.825365
120 North	600 NW 4th	1,254	1.65073	.825365
121 North	600 NW 4th	925	1.21765	.608825
122 North	600 NW 4th	925	1.21765	.608825
201 North	600 NW 4th	1,784	2.34849	1.174245
202 North	600 NW 4th	1,784	2.34849	1.174245
203 North	600 NW 4th	1,254	1.65073	.825365
204 North	600 NW 4th	1,254	1.65073	.825365
205 North	600 NW 4th	1,254	1.65073	.825365
206 North	600 NW 4th	1,254	1.65073	.825365
207 North	600 NW 4th	1,254	1.65073	.825365

*SAME AS ORIGINAL DECLARATIONS*

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208 North	600 NW 4th	1,254	1.65073	.825365
209 North	600 NW 4th	1,254	1.65073	.825365
210 North	600 NW 4th	1,254	1.65073	.825365
211 North	600 NW 4th	1,784	2.34849	1.174245
212 North	600 NW 4th	1,784	2.34849	1.174245
213 North	600 NW 4th	1,254	1.65073	.825365
214 North	600 NW 4th	1,254	1.65073	.825365
215 North	600 NW 4th	1,254	1.65073	.825365
216 North	600 NW 4th	1,254	1.65073	.825365
217 North	600 NW 4th	1,254	1.65073	.825365
218 North	600 NW 4th	1,254	1.65073	.825365
219 North	600 NW 4th	1,254	1.65073	.825365
220 North	600 NW 4th	1,254	1.65073	.825365
221 North	600 NW 4th	1,784	2.34849	1.174245
222 North	600 NW 4th	1,784	2.34848	1.174244
303 North	600 NW 4th	1,254	1.65073	.825365
304 North	600 NW 4th	1,254	1.65073	.825365
305 North	600 NW 4th	1,254	1.65073	.825365
306 North	600 NW 4th	1,254	1.65073	.825365
307 North	600 NW 4th	1,254	1.65073	.825365
308 North	600 NW 4th	1,254	1.65073	.825365
309 North	600 NW 4th	1,254	1.65073	.825365
310 North	600 NW 4th	1,254	1.65073	.825365
311 North	600 NW 4th	1,254	1.65073	.825365
314 North	600 NW 4th	1,254	1.65073	.825365
315 North	600 NW 4th	1,254	1.65073	.825365
316 North	600 NW 4th	1,254	1.65073	.825365
317 North	600 NW 4th	1,254	1.65073	.825365
318 North	600 NW 4th	1,254	1.65073	.825365
319 North	600 NW 4th	1,254	1.65073	.825365
320 North	600 NW 4th	1,254	1.65073	.825365
			<u>100.000000</u>	<u>50.000000</u>

SAME AS ORIGINAL DECLARATIONS

Doc # 2007090283  
Bk 10521  
Pg 549-577  
DATE 06/22/07 10:56:07  
Filing fee \$29.00  
Documentary Tax \$0.00  
State of Oklahoma  
County of Oklahoma  
Oklahoma County Clerk  
Carolynn Caudill

**AMMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR SYCAMORE SQUARE  
CONDOMINIUM, A UNIT OWNERSHIP ESTATE**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Sycamore Square Condominium, A Unit Ownership Estate, was filed with the Office of the Clerk of Oklahoma County, Oklahoma, on November 3, 1982, and recorded in Book 4930, Pages 1670 through page 1793; and

WHEREAS, pursuant to the authority set forth therein the duly elected Board of Directors of Sycamore Square Condominium Homeowners Association, proposed changes to Schedule "A" Rules and Regulations for Sycamore Square Condominium Owners' Association, Inc. House Rules of the Declaration of Covenants, Conditions and Restrictions found in Book 4930, Pages 1790 through Page 1793; and

WHEREAS, the duly elected Board of Directors of Sycamore Square Condominium Homeowners Association, approved of and adopted a new Schedule "A" at the April 15, 2007 Board of Directors meeting; and

WHEREAS, a copy of the newly approved and adopted Schedule "A" to replace the existing Schedule "A" is attached hereto.

NOW THEREFORE, the Board of Directors of Sycamore Square Condominium Homeowners Association does hereby give notice of the Amended Schedule "A" Rules and Regulations for Sycamore Square Condominium Owners' Association, Inc. House Rules of the Declaration of Covenants, Conditions, a copy of which is attached hereto, filed as allowed under Article 4.3.2 of the Declaration of Covenants, Conditions and Restrictions for Sycamore Square Condominiums.

All owners will be provided a copy of the Attached Schedule "A" by electronic mail and USPS mail within ten (10) days of this filing.

NAME Buddy Foster *WF*  
ADDRESS 600 NW 4<sup>th</sup> #120  
CITY & STATE OKC OK 73102

9/29

All members of the Board of Directors of Sycamore Square Condominium Homeowners Association acknowledge the above information to be true and correct by their signatures below.

Richard Williams  
Richard Williams, President

Henry Fry  
Henry Fry, Vice President

Anne Marie Grassmann  
Anne Marie Grassmann, Secretary

Rick Leviner  
Rick Leviner, Treasurer

Diane Engel-Thomas  
Diane Engel-Thomas

Subscribed and sworn to before me this 20<sup>th</sup> day of May 2007.

Buddy Faye Foster  
NOTARY PUBLIC

My Commission Expires: 10-8-2009  
Commission No. 01016893




Exhibit A

**SCHEDULE "A"**  
**RULES AND REGULATIONS FOR**  
**SYCAMORE SQUARE CONDOMINIUM OWNER'S**  
**ASSOCIATION, INC.**

**HOUSE RULES**

1. A fine of fifty dollars (\$50) per month will be assessed to owners who violate house rules or by-law infractions. If the fine is not paid, the Board shall take legal action. Owners will be notified in writing of violations by renters and be expected to correct the problem immediately and/or be fined. It is the Owners responsibility to provide these rules to their Renters.
2. No articles shall be placed on or in any of the common elements except for those articles of personal property, which are the common property of all of the unit owners.
3. No vehicle belonging to or under the control of any owner or a member of the owner's family or a guest, tenant, lessee, or employee of a unit owner shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from the project. Vehicles shall be parked within designated parking areas. When entering or leaving the premises, vehicles will be operated at a speed not to exceed five (5) miles per hour unless otherwise posted.
4. No work of any kind shall be done upon the exterior building walls or upon the common elements by any unit owner. Such work is the responsibility of the Association. No changes can be made in the limited common elements except with prior approval of the Board of Directors.
5. No owner, resident or lessee shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television or radio antennae, transmitting or receiving, machines, or air conditioning units be installed in such a manner that they protrude through the walls or the roof of the improvements or are otherwise visible from the ground, except as may be expressly authorized by the Associating in writing.
6. Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises, and in using or playing or permitting to be used or played musical instrument, radios, phonographs, television sets, amplifiers and any other instruments or devices in such a manner as may disturb or tend to disturb owners or occupants of other units.

April 15, 2007

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7. Disposition of garbage and trash shall be only by the use of garbage disposal units or by use of common trash facilities.
  8. Cats, dogs, or other animals (hereinafter for brevity termed animals) shall be kept in such a manner so as not to disturb the other owners. No animal may be permitted to run loose within the project. Animals must be on a leash when outside their unit. Owners of animals must take the animal outside the courtyard area and must pick up the animal's feces and properly dispose of it. If an animal becomes obnoxious to other owners, the owner or person having control of the animal shall be given a written notice by the Board of Directors to correct the problem, or if not corrected, the owner, upon written notice, will be required to remove the animal. The written notices provided for herein shall be issued by the Managing Agent, or, if there is no Managing Agent, then the Board of Directors. An owner must receive permission in writing from the Board of Directors or Managing Agent in order to keep an animal weighing more than fifteen (15) pounds or to keep more than one animal on the premises.
  9. Any damage to the common elements or common personal property caused by an owner, an owner's guest, family members or renter shall be repaired by the Association, but at the expense of the owner.
  10. All drapes or drape linings visible from the exterior of any unit shall be of a neutral, white or off-white color.
  11. No garments, rugs, or any other items shall be hung from the windows, roof or any of the facades of the building.
  12. In order that the Project shall not become over crowded, the following requirements on occupancy are created. The term "single-family", as used in these By-Laws or the Declaration, shall be defined to include only those persons related by marriage, or consanguinity; and no more than four (4) persons shall occupy the units on a permanent occupancy basis. For the purpose of the paragraph, "permanent occupancy" shall be defined as any occupancy in excess of thirty (30) days not separated by intervals of at least six (6) months.
  13. Owners and Renters shall abide by rules and regulations governing the use of the common facilities.
  14. A Twenty-five Dollar (\$25) charge will be levied for all checks returned by the bank for any reason and also for any dues payment received by the Sycamore Square Homeowners Association Treasurer after the 15<sup>th</sup> day of the month in which that payment is due.
  15. Children must be supervised when playing in the common elements.

April 15, 2007

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16. Owners will be responsible for door and mail box keys. If new keys are required, the owner will contact a locksmith. Owners will be required to provide a working front door key to the Association for security or maintenance issues. If no working key is provided owner will be responsible for any charges incurred to enter the unit.
17. Patios and walkways should be kept neat. An electric, propane or natural gas barbecue grill may be used and when not in use stored on walkways if it does not affect a hazard to walking. When not in use, an approved cover shall be placed over portable units. Barbecue supplies shall be kept in the unit or patio storage. No wood or charcoal cooking, smoking or grilling may take place in the common areas. Only outdoor furniture approved for such activity may be placed in patio area. Bicycles cannot be stored on the walkways or under the stairwells. They must be either in the patio storage or in the unit.
18. Owners who lease units must provide the Board of Directors a current Oklahoma State Bureau of Investigation (OSBI) background report on all adult persons leasing and or residing in their respective units. Failure to do so will result in a fine to said owner and potential legal action if information is not provided within 30 days of tenancy.
19. No smoking is allowed in the elevators or mailroom.

April 15, 2007

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## **Pool and Hot Tub Rules**

### **Hours**

**Sunday - Thursday 6:00AM until 10:00PM**

**Friday & Saturday 6:00AM until Midnight**

1. Number of guests per unit shall be limited to three (3) per unit at one time. Additional guests must have approval of at least two (2) board members. All guests must be accompanied by unit owner or registered renter and use of these facilities are at their own risk.
2. Social gatherings involving more than three (3) guests at any one time must be prearranged with the Board of Directors and approved in writing at least ten (10) days prior to the date of the event. Separate charges may be imposed for such use.
3. Children under sixteen (16) must be accompanied by the unit owner or registered renter. A responsible adult must monitor children at all times they are in the pool area.
4. No glass containers shall ever be allowed in the pool or hot tub area. No alcohol of any type shall be allowed in the pool or hot tub area. Food and non-alcoholic drinks consumed in the pool area must be removed and the area cleaned. Smoking or the use of tobacco products in the pool area is prohibited.
5. Sexual activity is prohibited in the pool or hot tub area.
6. Persons having skin abrasions, open blisters, cuts, any skin disease, sore or inflamed eyes, cold, nasal or ear discharge, or any communicable disease shall not be allowed in pools.
7. Babies and small children should wear pool-approved undergarments to prevent bodily functions from occurring in the pool or hot tubs.
8. Spitting, spouting of water, blowing the nose into the pool or hot tub shall be strictly prohibited.
9. No rough or boisterous play, wrestling, running, jumping or diving in the pool or hot tub is prohibited.
10. All personal belongings shall be removed from the pool/hot tub area when leaving the pool area. Any items left in the pool area will be disposed of including towels, floats, etc.
11. All persons using the pool and hot tub do so at their own risk as no lifeguard or monitor is provided. Violation of any of the above rules can result in a fine as well as loss of pool/hot tub privileges.

April 15, 2007

