

EXHIBIT "G"

Residential Rules and Regulations

RULES AND REGULATIONS OF THE CENTENNIAL LOFTS OWNERS ASSOCIATION, INC.

The primary purpose of these Rules and Regulations ("Residential Regulations") is to protect all Residence Owners, and their respective tenants, visitors and guests, from annoyance and nuisance caused by improper use of the Residences and Residential Common Elements of the unit ownership estate established by the Declaration of Unit Ownership Estate for The Centennial Lofts, dated February 28, 2008, and recorded in Book 10740 beginning at page 1457 of the records of Oklahoma County, Oklahoma (the "Residential Declaration"). The Residential Declaration covers the certain real property located in Oklahoma County, Oklahoma, which is described on Exhibit "A" attached to these Residential Regulations and made a part hereof.

The full authority and responsibility for enforcing these Residential Regulations is vested in the Residential Board of Directors ("Residential Board") of The Centennial Lofts Owners Association, Inc. ("Residential Association"). All Residence Owners and their tenants, visitors and guests shall be bound by these Residential Regulations and by standards of reasonable conduct whether covered by these Residential Regulations or not; provided, however, that neither the Residential Board nor the Residential Association shall be responsible for any noncompliance or violation of these Residential Regulations by said Residence Owners, tenants, visitors or guests. These Residential Regulations may be amended by the Residential Board or the Residential Association as provided in the Residential Bylaws of the Residential Association.

Residence Owners are encouraged to read and review the Residential Declaration and the Residential Certificate and the Residential Bylaws of the Residential Association. These documents establish and define certain Residential Regulations and regulations not covered in this document. Together, these documents should be well considered and heeded by all Residence Owners and their respective tenants, visitors and guests.

The terms used herein with initial capital letters shall have the meanings given to them in the Residential Declaration, except as expressly otherwise provided herein. The use of any gender herein shall be deemed to include either or both genders, and the use of the singular shall be deemed to include the plural whenever the context so requires.

ARTICLE 1

OCCUPANCY

1.1 Use of Residences. All Residences shall be occupied and used by the respective Residence Owners thereof, their tenants, visitors and guests, only for those purposes that are consistent with, and appropriate to, a first-class single-family residential occupancy, subject, however, to the Residential Declaration, the Residential Bylaws and these Residential Regulations. The Residences and the Residential Common Elements may not be used for any other purpose without the prior written consent of the Residential Board.

1.2 Pets and Other Animals. Subject to all ordinances of The City of Oklahoma City, the Master Declaration, the Residential Declaration, the Rules and Regulations of the Master Association and these Residential Regulations, each Residence Owner may have pets. Each pet must be registered with the Residential Board, which shall have the right to cause the Residence Owner to remove his or her pet from the Residential Property if the Residential Board determines, in its sole judgment, that the pet is a nuisance to the Residential Property or to any of the other Residence Owners. Each pet shall have a "zero impact" to the common areas of the Residential Property. Notwithstanding this provision, visually impaired persons, hearing impaired persons and physically impaired persons shall be allowed to keep certified seeing-eye dogs, certified signal dogs, and certified service dogs, respectively, in their Residence. Further, nothing herein or in the Residential Bylaws shall hinder full access to the Residences and the Residential Common Elements by persons with disabilities.

1.3 Rights of All Residence Owners. All Persons who own an interest in a Residence, and those who are tenants, visitors or guests of such Residence Owners, shall have the equal right to use, occupy and enjoy their respective Residence, and to utilize the Residential Common Elements that are not also designated Residential Limited Common Elements.

1.4 Water Facilities. Toilets, sinks and other water apparatus in each Residence and other parts of the Residential Property shall not be used for any purpose other than those for which they are designed, nor shall any sweepings, rubbish, rags or other articles be thrown into them. Any damage anywhere resulting from misuse of any toilets, sinks or other water apparatus in a Residence or other parts of the Residential Property shall be repaired and paid for by the Resident.

1.5 Windows. To enhance the appearance of the Building, curtains, drapes, shutters, blinds, and other window materials subject to view from the exterior shall be restricted as to the color of such window treatment(s) approved by the Declarant identified in the Residential Declaration or by the Residential Board. Only window coverings and materials which have a black, white, off-white or beige color and tone are allowed and approved. Aluminum foils or other reflective materials, bed sheets, papers and the like may not be applied to windows at any time. Residence Owner is responsible for the care and maintenance of these window coverings. Drapes, curtains, shutters, blinds and other window materials must be kept in

good condition. The Residential Board shall have the right to compel the Residence Owners of a Residence to replace shabby and torn materials exposed to the exterior. Additionally, all Residence Owners must clean or have cleaned, on a monthly basis, those windows that are accessible from their Residences or balconies.

1.6 Exterior Personal Residential Property. For aesthetic and safety purposes, (a) no sun shades or awnings may be attached to or used on the Residence exterior windows or over the balcony of a Residence, (b) no rugs, towels, mops or clothing shall ever be draped over balconies, (c) no permanent rug or carpeting is allowed or shall be attached to any balcony, and (d) no lines, wires, clothing, moveable rugs or carpeting, decorative items, grills, stoves, ovens, heaters, folding chairs, flags, banners, wind chimes or other personal property shall be used or located on any balcony without the annual prior written consent of the Residential Board.

1.7 Signs. Except for the Declarant, no sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Residence Owner on any part of the exterior of any Residence, any balcony, any rooftop, or on the exterior of the Building, or on the inside of any window, or within any Residential Common Element or Residential Limited Common Element, without the prior written consent of the Residential Board.

ARTICLE 2

TEMPORARY OCCUPANCY

2.1 Use by Residence Owner's Tenants, Visitors and Guests. Subject to the terms of these Residential Regulations, the Residential Bylaws and the Residential Declaration, a Residence Owner may lease his, her or its Residence, but the person or persons leasing, renting or occupying the Residence shall abide by these Residential Regulations, the Residential Bylaws and the Residential Declaration, and the Residence Owner shall assume responsibility for the conduct of all occupants of his, her or its Residence.

2.2 Conduct of Residence Owner's Tenants, Visitors and Guests. A Residence Owner shall be responsible for the conduct of such Residence Owner's employees, contractors, agents, lessees, tenants, visitors and guests, as appropriate, and shall, upon the request of the Residential Board, immediately abate and remove, at said Residence Owner's expense, any structure, thing or condition that may exist with regard to the occupancy of said Residence Owner's Residence by such Residence Owner's employees, contractors, agents, lessees, tenants, visitors or guests contrary to the intent and meaning of the provisions of these Residential Regulations, the Residential Bylaws and the Residential Declaration. If the Residence Owner is unable to control the conduct of said employees, contractors, agents, lessees, tenants, visitors or guests to conform with the intent and meaning of the provisions of these Residential Regulations, the Residential Bylaws and the Residential Declaration, said Residence Owner shall, upon request of the Residential Board immediately remove such employees, contractors, agents,

lessees, tenants, visitors or guests from the Residential Property premises, without compensation for lost rentals or income, or any other damage resulting therefrom.

ARTICLE 3

COMMON AREAS, ENTRANCES, BALCONIES AND ROOFTOPS

3.1 No work of any kind, including painting or decorating, shall be done upon the exterior of the Building or any of the Residences or upon any other of the Residential Common Elements by any Residence Owner. Such work is the responsibility of the Residential Association.

3.2 No loud talking, unnecessary noises or boisterous conduct is permitted at any time. This includes, but is not limited to, televisions, radios and/or other sound-emitting devices. Common courtesy shall be observed at all times. Consideration of one's neighbors will enhance the enjoyment of the Residential Property for all.

3.3 Residence Owners will be responsible for any and all actions of their guests, lessees, contractors, employees, agents and any other person on the common areas of the Residential Property by their instruction, invitation or permission.

3.4 Residence Owners will be responsible for and bear all costs of repairs and/or replacement for any damage to the buildings, recreational facilities, equipment, or any other common area property, if it is determined that the damage was caused by the Residence Owner, their guests, lessees, contractors, employees, agents and any other person.

3.5 Obstruction of the corridors, lobbies, hallways or entranceways throughout the property is not permitted.

3.6 No Residence Owner shall store or place anything in the common areas, lobbies, hallways or public areas. This includes, but is not limited to, floor or door mats at door entries, potted plants, signage, pictures, paintings or items of furniture.

3.7 No signs, symbols, door knockers or similar features and equipment shall be hung, installed, or attached to the door or entry area to the Residence, which can be seen from any common area corridor or hallway.

3.8 Dusting, brushing or cleaning personal belongings in any common area is not allowed.

3.9 Outside antennas or signs may not be placed in the windows, on the balconies, roof or walls of any Residence.

3.10 Residence Owners may not borrow or remove any equipment or property belonging to the Residential Association.

3.11 Neither residents nor their families, employees, agents, visitors, licensees or servants shall distribute or cause to be distributed any advertising, pamphlet, free newspaper or any other printed matter on or in any portion of the Residential Property or on vehicles of Residence Owners, their tenants, visitors or guests. This includes door-to-door solicitation, electioneering, and other such activity. Please report violators immediately to the front desk or management office.

3.12 Residents must not prop open any common area or Residence door, or perimeter gates, at any time.

3.13 Except for rooftop areas designed for use by Residence Owners, the roof areas and related mechanical rooms, if any, are off-limits for use by Residence Owners, their tenants, visitors or guests.

3.14 Skateboards, scooters, bicycles or rollerblades are not allowed in any of the interior common areas of the Building.

3.15 Smoking is not allowed in any interior common areas, building corridors or elevators.

3.16 Unless growing in the ground within a Residential Common Element or Residential Limited Common Element of the Residential Property, all plants shall be placed in containers so as to prevent the dripping of water or soil onto other Residences or the Residential Common Elements.

3.17 Nothing shall be thrown from windows balconies or rooftops.

3.18 Garbage shall be disposed of only in facilities provided therefor. Garbage containing food shall be thoroughly drained, placed in a plastic bag, and securely tied. Large trash items shall be taken to the trash receptacles provided for this purpose. Cooking scraps and wet garbage (except bones and fibrous vegetables) should be disposed of by using the disposal in the kitchen sink. All other disposable items are to be securely wrapped into a compact bundle and placed in the trash receptacles on the Residential Property.

3.19 No unsightliness within the public view is permitted on the Residential Property premises. Any unsightly or disturbing items shall be removed upon the request of the Residential Board.

3.20 No items of personal property, including, but not limited to, mopeds, bicycles, racks, toys or other items, shall be left or allowed in any of the Residential Common Element areas or on any balconies or rooftops. Articles of any kind left in any of the Residential Common Elements will be removed at the Residence Owner's or occupant's risk and expense at the direction of the Residential Board.

ARTICLE 4

ROADWAYS AND PARKING SPACES

Each parking space in the parking garage is for the exclusive use of the Residence Owner (or tenant) of the Residence to which it is assigned. Vehicles parked in unauthorized or restricted areas, including areas assigned to other Residence Owners, will be towed away at the vehicle owner's expense.

4.1 Each Residence Owner, tenant or guest is to maintain safe and proper speeds while driving on surface parking or on driveways or the ramp or in the subsurface area of the Parking Structure.

4.2 Assigned parking spaces are for the exclusive use of an Residence Owner of a Residence or such Residence Owner's tenant, and may not be leased, sub-leased, sold, or otherwise separately conveyed apart from the conveyance of such Residence.

ARTICLE 5

RESIDENCE OWNER PARKING

5.1 Each vehicle which is authorized to park in the subsurface level of the Parking Structure must display on the lower left side of its rear window a parking pass issued by The Centennial Lofts showing that such vehicle is registered with the Residential Association. Such parking pass must remain visible at all times.

5.2 Each vehicle must fit in its assigned space and not affect any adjacent space or walkway. Oversized vehicles, such as limousines and extra large vehicles, may not fit a parking space and, therefore, it may be necessary for the vehicle owner to find parking out of the subsurface level of the Parking Structure.

5.3 Boats, jet skis, trailers, campers, extra large vehicles or unregistered motorized vehicles are not permitted within the subsurface level of the Parking Structure at any time.

5.4 Guests may not use another Residence's parking space(s) without permission of the Residence Owner to which such space(s) is (are) assigned. Residence Owners must park in their assigned space(s).

5.5 No vehicle work is permitted anywhere in the garage areas. This includes, but is not limited to, washing, waxing, changing oil, and any maintenance.

5.6 Any vehicles parked in spaces assigned to other Residence Owners will be towed away at the vehicle owner's expense, unless permission is given by the Residence Owner and a parking permit is displayed.

5.7 No excessive noise from vehicles is permitted.

5.8 Should a vehicle alarm continue to go off, the Residential Association may, at the Residence Owner's expense, hire a locksmith and take whatever action necessary to stop the noise. Vehicle alarms that do not automatically go off after a short period of time are not allowed.

5.9 Storage of other personal items on open or visible parking spaces is not allowed.

5.10 No Residence Owner will store his or her vehicle at the Residential Property for periods of time when such Residence Owner shall not be physically in residence of the Residential Property unless he or she has provided to the Association the authorization and ability to move such vehicle if the Association reasonably deems it necessary to do so.

5.11 If the Residence is rented, the Residence Owner's parking space(s) may be made available to the renter.

ARTICLE 6

PARKING AREA ENFORCEMENT

6.1 Violations of the parking regulations enumerated above shall be subject to the following:

First Violation. The Residential Association's officers or personnel will monitor the parking area in the subsurface area of the Parking Structure and place a removable red sticker on vehicles that do not have a valid parking permit. The violation will be noted in the record and list the license number of the vehicle. If the vehicle is not moved within twenty-four (24) hours, the vehicle is subject to towing at vehicle owner's expense and a fifty dollar (\$50.00) fine to the Residence Owner responsible for the guest, if applicable.

Second Violation. The vehicle is subject to towing at the vehicle owner's expense, and the responsible Residence Owner will also pay a fifty dollar (\$50.00) fine. NO WARNING WILL BE GIVEN.

6.2 The roadways, driveways and ramp of the Residential Property must not be obstructed or used for any purpose other than ingress and egress. Obstructions, equipment, materials, pallets or other loading gear or machinery shall not be left in any parking area or Residential Common Element so as to interfere with the normal flow of traffic or so as to create a nuisance to other Residence Owners or occupants.

6.3 No cars, trucks or other vehicles may be parked or left unattended at any loading areas or in the driveways.

6.4 Each Residence Owner shall be responsible to register his or her vehicle with the Residential Association.

6.5 When workmen are performing work on a Residence or if any occupant orders deliveries of any kind, the Residence Owner or occupant shall advise them to use a surface parking space on the Parking Structure.

6.6 Parking in the subsurface area of the Parking Structure shall be controlled by the Residential Board.

6.7 Violators of parking regulations shall have their cars, trucks or other vehicles or gear towed away or removed at their expense. If the violator is an employee, agent, lessee, tenant, visitor or guest of a Residence Owner, the Residence Owner shall be held responsible for payment of the towing or removal charge.

6.8 The Residential Board has the power to modify and/or waive parking area enforcement fines in its sole discretion.

6.9 No storage of property shall be permitted on any open or visible parking areas.

6.10 Under no circumstances shall flammable or explosive items be placed in any Residence, garage or carport.

ARTICLE 7

NOISE AND NUISANCES

7.1 Generally. No nuisances shall be allowed in the Residential Property nor shall any use or practice be allowed which is improper or offensive in the opinion of the Residential Board or in violation of the Residential Declaration, the Residential Bylaws or these Residential Regulations or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Residential Property by the Residence Owners or occupants thereof. Residence Owners are responsible at all times for the reasonable conduct of themselves, their employees, contractors, agents, lessees, tenants, visitors and guests. Loud or boisterous conduct anywhere on the Residential Property, including individual Residences, which disturbs the comfort and quiet enjoyment of others, is prohibited. In the event a neighbor or guest is causing a disturbance, the person being inconvenienced may telephone the Residential Property manager or the security monitoring company at the time of the disturbance.

7.2 Excessive Noise. All Residence Owners and occupants shall avoid excessive noise of any kind at any time and shall consider the quiet enjoyment of other Residence Owners and occupants of the Residential Property at all times. Excessive noise at any time should be reported to the Residential Property manager or the security monitoring company for the Residential Property which will take appropriate action. Should noise transmission create a disturbance or a nuisance, it is the responsibility of the Residence Owner, not the Declarant, the Residential Association or the Residential Board, to abate the noise transmission. Speakers and floor-supported musical instruments (*i.e.*, pianos and organs) must be properly isolated from direct contact to floors and walls in order to minimize vibrations. In order to ensure the comfort of all Residence Owners, radios, stereo and television sets, and any and all other such audio equipment generating noise in excess of forty (40) decibels should be turned down to a minimum volume so as not to disturb other occupants between the hours of 10:00 p.m and 8:00 a.m. All other unnecessary or excessive noises between these hours should be avoided. Violations will be promptly referred to the Residential Property manager or the security monitoring company for the Residential Property for enforcement. Notice of violations of these rules and regulations may also be given to the Residential Board.

7.3 Objectionable Odors. Residence Owners and occupants shall not cause or permit any disturbing or objectionable odors to emanate from their respective Residences. These include, but are not limited to, cooking, cleaning, painting and smoking.

7.4 Advertising. Advertising anywhere on the Residential Property is prohibited without prior written consent of the Residential Board.

7.5 Solicitation. There shall be no solicitation by any person anywhere within the Residential Property of any cause, business enterprise, charity or purpose whatsoever, unless specifically authorized in writing by the Residential Board, except that the Declarant under the Residential Declaration may engage in marketing the Residences at the Residential Property and

will control the activities conducted in the Declarant's Residences retained for display and business purposes.

7.6 Machines and Equipment. All data processing, computer, graphic arts and printing facilities, business machines and equipment, kitchen equipment and all other mechanical equipment installed and used in any Residence shall be designed, installed, maintained and used by the Residence Owner and any occupant of such Residence at the expense of such Residence Owner or occupant, so as to minimize insofar as possible, and, in any event, to reduce to a reasonably acceptable level, the transmission of noise, vibration, electric static, odors and other objectionable transmissions from such Residence to any other area of the Building or Residential Common Elements.

ARTICLE 8

MOVING AND FURNITURE MOVES

8.1 When moving in or out, Residence Owners and tenants must coordinate their schedules with the Residential Board at least one (1) week in advance and also submit a refundable three hundred-dollar (\$300.00) security deposit. To ensure full return of the deposit, each Residence Owner or such Residence Owner's designated representative will be accompanied by a member of the Residential Association's staff on a "pre/post" move in/out inspection of the area to be traveled during the move.

8.2 Prior to any move, the Residence Owner or its moving company shall provide the Residential Association with a certificate of insurance for workers' compensation and liability insurance with minimum limits of One Million Dollars and No/100 Dollars (\$1,000,000.00) for the moving company, naming the Residential Association as additionally insured.

8.3 The Residential Property has two elevators, only one of which elevators may be used for moving furniture, appliances and other personal property within the Residential Property, subject to the rights of the Residence Owners and their respective tenants, guests and invitees to have continuing reasonable access and use of the elevators, *i.e.*, the elevator, must be available for use by all Residence Owners. Moving is allowed only on Monday through Friday 9:00 a.m until 5:00 p.m. and Saturdays 8:00 a.m until 4:00 p.m. and is prohibited on Sundays and holidays unless other arrangements are made in advance and approved by the Residential Board or a designated Residential Association representative.

8.4 All finished floor areas and Residential Common Elements are to be protected with appropriate protective covering, *e.g.*, masonite-type product over stone surfaces and carpet runners over carpeting, etc., as appropriate. The protective coverings must be removed and the floor cleaned by 5:00 P.M. each day.

8.5 The moving company must ensure that the elevator is padded at all times during moving.

8.6 All trash and debris must be carried off-site on a daily basis by the moving company. The trash facilities may not be used for the disposal of debris.

8.7 Moving vans are not allowed on the Residential Property and must be parked on Oklahoma or Reno Avenue so that no entries, exits or walkways are obstructed or damaged.

EXHIBIT "A"

Description of the Land

A tract of land being a part of the Northwest Quarter (NW/4) of Section Three (3), Township Eleven (11) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described as follows:

COMMENCING at the Northwest Corner of said Northwest Quarter (NW/4);

THENCE North 89°31'09" East, a distance of 12.49 feet;

THENCE South 01°21'02" West, a distance of 63.03 feet;

THENCE North 89°31'09" East, a distance of 507.10 feet; to the POINT OF BEGINNING;

THENCE continuing North 89°31'09" East along said line, a distance of 263.97 feet;

THENCE South 00°28'51" East, a distance of 151.80 feet;

THENCE South 33°07'16" East, a distance of 56.71 feet;

THENCE South 36°28'08" West, a distance of 8.75 feet;

THENCE along a curve to the right, having a radius of 62.55 feet, a central angle of 53°02'23", a chord bearing of South 62°59'19" West, a chord distance of 55.86 feet, and arc length of 57.90 feet;

THENCE South 89°31'09" West, a distance of 89.00 feet;

THENCE North 00°28'51" West, a distance of 23.83 feet;

THENCE South 89°31'09" West, a distance of 156.56 feet;

THENCE North 01°14'18" East, a distance of 207.76 feet; to the POINT OF BEGINNING.

Said tract of land containing 59,356.555 square feet or 1.3626 acres, more or less.