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Fee: \$ 26.00

Maressa Treat, County Clerk  
Oklahoma County - State of Oklahoma



AMENDMENT TO DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS FOR  
TWO FORTY PLACE, INC. A UNIT OWNERSHIP ESTATE

The Declaration of Covenants, Conditions and Restrictions for Two Forty Place, Inc., a unit Ownership Estate, is recorded in Book 4274 at Pages 1696 et seq. in the office of the Oklahoma County Clerk which is incorporated herein by this reference. Two Forty Place is a Unit Ownership Estate encompassing property with a legal description as set out in Exhibit "A" attached hereto.

All provisions of the Declaration of Covenants, Conditions and Restrictions not addressed herein shall remain as originally written and in full force and effect.

Pursuant to Article VIII of the Declaration, the undersigned consent and agree to amend the Declaration as follows:

**1st DECLARATION AMENDMENT:** Article XVI of the Declaration is hereby amended by inserting the following at the end thereof:

ARTICLE XVI

DUTIES AND POWERS OF ASSOCIATION

(j) The Association may implement a schedule of reasonable fines and penalties for particular offenses that are common or recurring in nature and for which a uniform fine schedule is appropriate (such as architectural violations). If such a fine policy and schedule is adopted by the Association, the Association shall distribute it to each Owner. The Board may levy a reasonable fine in accordance with the Association's fine policy and schedule and/or in the range specified in any Notice of Hearing. The Association may file a lien to preserve its rights to later file a judicial foreclosure action. In imposing any fine, the Association, in its sole discretion, may choose to suspend some or all of the fine for a period of time pending compliance with a directive of the Association.

(k) The Association by and through the Board may address violations of the rules and regulations of the Association in accordance with the following procedure:

(i) Notice: Notices and requests must be in writing and may be delivered to Owners by personal delivery or Individual Notice. Notices from the Association must be sent at least 10 days prior to any hearing and shall include at a minimum, the date and time for the meeting at which the Board will consider disciplinary action, a brief description of the action or inaction constituting the alleged violation, and a statement that the Owner has a right to attend the meeting and may address the Board.

(ii) Hearing. With a quorum of the Board present, the Board will review the facts and determine whether or not a violation has occurred and, if so, what action shall be taken. Action may include a directive to the Owner and/or resident, levy of a Reimbursement Assessment and/or imposition of a fine. The Owner or the Association may require that the hearing be conducted in Executive Session.

(iii) Statement of Decision. The Association shall provide written notice of the outcome of the hearing to the Owner within fifteen (15) days following the hearing.

(iv) Schedule of Fines. Proper notice must be given by the board prior to charging fines.

| <u>Violation</u>                                   | <u>Fine</u> | <u>Basis</u>   |
|----------------------------------------------------|-------------|----------------|
| Open garage for more than 24 hours                 | \$25        | Each incidence |
| Rubbish accumulation inside or outside unit        | \$25        | Each incidence |
| Noise or noxious odor nuisance                     | \$25        | Each incidence |
| Pet waste inside or outside of unit                | \$25        | Each incidence |
| Other community offenses                           | \$25        | Each incidence |
| Owner parking in visitor spaces                    | \$25        | Per day        |
| Failure to acquire or maintain liability insurance | \$100       | Per month      |
| Use of a unit for business purposes                | \$100       | Per month      |
| Non-owner occupation                               | \$100       | Per month      |
| Unit sale without notice to HOA                    | \$100       | Per incidence  |
| Remodeling of unit / structural or wall damage     | \$100       | Per incidence  |

**2nd DECLARATION AMENDMENT:** Article XVIII(4) of the Declaration is hereby replaced in its entirety with the following:

ARTICLE XVIII

RIGHTS AND OBLIGATIONS OF UNIT OWNERS AS TO THE COMMON ELEMENTS

4. Decoration and Maintenance of Unit Interiors and Exteriors and Limited Common Elements. The Unit Owners may decorate the interiors of their Units in any manner they see fit, provided that no structural changes may be made to the Unit, or to the Common Elements, or to the Limited Common Elements, without prior written approval by the Board. Interior walls of the Unit, Common Elements, or Limited Common Elements, shall not be removed or modified in any way without prior written approval by the Board. No Unit Owner shall cause any improvements or changes to be made on the exterior of any Building, including painting or other decoration, the installation of awnings, shutters, electrical wiring or other things which might protrude through or be attached to the exterior walls of the Building. Each Unit Owner shall bear the cost of and be responsible for the painting, upkeep and maintenance of any and all interior walls, fireplaces, ceiling and floor surfaces, fixtures, painting, decorating and furnishings and all other accessories which such Unit Owner may desire to place or maintain in his unit. Items other than blinds or shades shall not be placed on the inside of a window that are visible from the outside (for example paper, cardboard, or any reflective material).

IN WITNESS WHEREOF, we, being all the directors of Two Forty Place Homeowners Association, Inc. have hereunto set our hands this 19 day of August, 2025.

*Salicha Falcauer*  
*Chet Brown-Libertino*  
*Jay A. Williams*

*Michael Petro*  
*Joe Reiter*

STATE OF OKLAHOMA )

COUNTY OF OKLAHOMA )

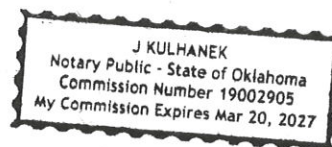
ss.

Before me, a Notary Public, in and for said County and State, on the 19 day of August, 2025, personally appeared persons to me known to the identical persons who executed the within and foregoing instrument as the duly elected board of the Two Forty Place Homeowners Association and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

*J. Kulhanek*  
Notary Public

(SEAL)

My Commission Expires: 3-20-2027





**AFFIDAVIT**

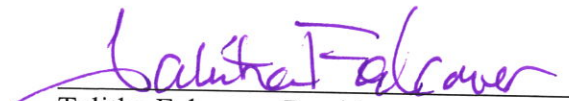
STATE OF OKLAHOMA                    )  
                                                  )       ss.  
COUNTY OF OKLAHOMA                )

The undersigned President of Two Forty Place Homeowners Association, Inc., being first duly sworn upon her oath states as follows:

1.       The Covenants, Conditions and Restrictions for Two Forty Place, Inc. a Unit Ownership Estate, have been amended, as reflected on the attached Amendment to Declaration of Covenants, Conditions and Restrictions for Two Forty Place, a Unit Ownership Estate.
2.       The Amendments were approved by Owners representing an aggregate ownership interest of 75% or more of the Unit Owners of Two Forty Place Homeowners Association held on April 20, 2025 and the Association has on file evidence of such approval.  
*may*
3.       The Amendments shall be effective as of the date of filing.

Further Affiant sayeth not.  
  
Dated this 19 day of August, 2025.

TWO FORTY PLACE HOMEOWNERS  
ASSOCIATION

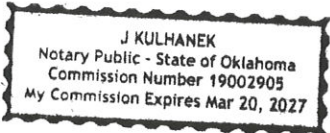
  
\_\_\_\_\_  
Talitha Falconer, President

STATE OF OKLAHOMA                    )  
                                                  )       ss.  
COUNTY OF OKLAHOMA                )

Before me, a Notary Public, in and for said County and State, on the 19 day of August, 2025, personally appeared Talitha Falconer known to the identical person who executed the within and foregoing instrument as President of the Two Forty Place Homeowners Association and acknowledged to me that she executed the same as her free and voluntary act and deed for e the used and purposes therein set forth.

  
\_\_\_\_\_  
Notary Public

(SEAL)  
  
My Commission Expires: 3.20.2027



## EXHIBIT "A"

Certain real property located in Oklahoma City, Oklahoma County, State of Oklahoma, more particularly described as follows (the "Land"):

Commencing at the Northwest corner of the NW/4, Section 33, Township 11 North, Range 3 West, I.M., thence South 0°04'05" West along the West line of said NW/4 a distance of 704.88 feet, thence North 89°05'00" East a distance of 250 feet to the point or place of beginning, thence continuing North 89°05'00" East a distance of 285 feet, thence North 0°04'05" East and parallel to the West line of said NW/4 a distance of 100 feet, thence North 89°05'00" East a distance of 150 feet, thence North 0°04'05" East a distance of 348 feet, thence North 89°05'00" East a distance of 251.83 feet, thence South 0°03'56" East a distance of 35 feet, thence North 89°05'00" East a distance of 72.74 feet, thence South 0°53'45" West a distance of 330.03 feet, thence South 37°23'50" West a distance of 362.19 feet, thence South 26°04'05" West a distance of 150 feet, thence North 76°28'33" West a distance of 192.28 feet, thence North 0°55'00" West a distance of 65 feet, thence South 89°05'00" West a distance of 281.30 feet, thence North 0°03'56" East a distance of 221.86 feet to the point or place of beginning, said described tract contains 308,091.46 square feet or 7.072 acres,