

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 December 14, 2019 and the Association has on file evidence of such approval.
3. The Amendments shall be effective as of the date of filing.

Further Affiant sayeth not.

Dated this 10 day of March, 2020.


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 10 day of March, 2020, personally appeared Talitha Falconer to me known to be 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 the uses and purposes therein set forth.



Notary Public



My Commission Expires: 2-8-23

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,

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



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State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
David B. Hooten

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 VII of the Declaration is hereby deleted and replaced with the following:

ARTICLE VII

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 Don G. Pope, Attorney at Law, 3750 West Main, Norman, OK 73072.

2nd DECLARATION AMENDMENT: Article XI, Sections 1, 2, 5 and 6 of the Declaration are hereby deleted and replaced with the following:

ARTICLE XI

INSURANCE

1. General Liability Insurance. Comprehensive general liability insurance shall be purchased by the Association and shall be maintained in full force and effect at all time. Such insurance shall be obtained from reputable insurance companies authorized to do business in the State of Oklahoma having a financial rating by Best's Insurance Reports of A- or better and a size classification of class VI or better. 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 \$1,000,000.00 for any one accident or occurrence, and \$1,000,000.00 for property damage. The premiums shall be paid from the assessments levied and collected pursuant to this Declaration. Such policy shall name the Association, the Board, and any agents or employees of the Board, as the Board, and any agents or employees of the Board, may deem necessary or required in order to insure the Association, and the Board. Provided, however, such insurance shall not insure

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TWO FORTY PLACE
800 TWO FORTY PLACE
OKC, OK 73139

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against loss caused by injuries to Unit Owners or members of their households occurring in their own Unit. Unit Owners shall maintain their own personal liability insurance pursuant to Paragraph 5 hereafter and indemnify and hold harmless the H.O.A. and its Board from their personal actions and the actions of family members, guests and invitees. Such policy shall otherwise be in such form and content and contain such endorsements as the Board may deem appropriate. Such policy shall otherwise be in such form and content and 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. A blanket fire and extended coverage insurance policy shall be purchased by the Association and shall be maintained in force at all times, the premium thereon to be paid from the assessments levied against each of the Unit Owners in accordance with this Declaration. Such insurance shall be obtained from reputable insurance companies authorized to do business in the State of Oklahoma having a financial rating by Best's Insurance Reports of A- or better and a size classification of class VI or better and shall insure against loss from fire and such other hazards as the Board may deem appropriate, and shall insure all structures, Units and improvements upon the Property and all personal property owned by the Association and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use for not less than one hundred percent (100%) of the full insurable replacement cost value thereof (as determined by the Company issuing such policy). Such policy shall contain vandalism and malicious mischief coverage, together with such other coverage, endorsements, and adjustment clauses as the Board deems appropriate. Such policy shall name the Association as insured, as trustee for the benefit of all the Unit Owners. Such policy shall name the respective mortgagees of the Unit Owners, as their respective interests may appear, and shall provide for the issuance of certificates or such endorsements evidencing the insurance as may be required by any insured or an insured's mortgagee and shall provide that the carrier shall notify the first mortgagee named at least ten (10) days in advance of the effective date of any reduction or cancellation of the policy. If the Property is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards, a "blanket" policy of flood insurance on the Property must be maintained in the amount of the aggregate of the outstanding principal balances of the Mortgage loans on the Units comprising the Property or the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended, whichever is less. The Board may select such deductible, franchise or franchise deductible provisions which, in its opinion, are consistent with good business practices in connection with the purchase of such policy. The Association is responsible for the Unit "as sold" for purposes of loss under this paragraph but neither ordinary wear and tear nor routine maintenance nor upgraded interior improvements.

5. Owner Insurance. Each Unit Owner at his sole cost and expense, shall purchase a minimum of \$100,000.00 personal liability insurance. Each Unit Owner shall be responsible for purchasing and maintaining in full effect individual insurance coverage for interior improvements in their Units, their personal belongings, and areas over which they have exclusive rights to use.

(b) Such insurance shall include:

(1) Loss or damage of personal property or improvements not covered by the Association's master policy from fire and other hazards covered by the standard extended coverage and

any endorsements, to include but not be limited to all wall covering, floor covering, appliances, light fixtures, plumbing fixtures, etc.

(2) Additional perils shall be at the option of the Owner, including coverage of all personal property; and,

(3) Individual liability insurance for accident and injuries occurring within the Units.

The owner shall name Two Forty Place Association as an additional insured on owner's policy and provide mailing address of Two Forty Place Association to the insurance company. Proof of such coverage shall be provided to the Association. This must be completed within 30 days of purchase of a unit. If owner's insurance company changes, it is owner's responsibility to name Two Forty Place Association as an additional insured on new policy and provide Two Forty Place Association mailing address to insurance company. Notice of such policy change and verification of coverage shall be provided to the Association immediately. Any Owner may, at his option, and at his sole cost and expense, shall purchase additional personal liability and personal property insurance as he may desire; provided, however, that such policy or policies shall include a waiver of subrogation clause. Under no circumstances shall the Association be required to purchase any insurance covering personal property owned individually by any Unit Owner. The individual Unit Owner shall be responsible for repair and maintenance of the interior of his Unit and for normal wear and tear thereto.

6. Authority of Board. Each of the Owners hereby irrevocably delegates to the Board any authority which they may otherwise have to negotiate loss settlements with the appropriate insurance carriers for any of the policies purchased by the homeowner's association. The Board shall have the sole and exclusive authority and right to negotiate any such loss settlements; provided, however, that any execution of a loss claim form and release form in connection with the settlement of a loss claim shall be binding on all Unit Owners and upon any other person named as an insured on any such policy or policies only upon the execution thereof by a majority of the members of the Board.

3rd DECLARATION AMENDMENT: Article XII, Section 2 of the Declaration is hereby deleted and replaced with the following:

ARTICLE XII

DESTRUCTION OF IMPROVEMENTS

2. Obligation of the Board. Upon the partial destruction of one or more of the Buildings, the Board shall obtain bids from at least three qualified contractors who are reputable with no less than three references each and shall call a meeting of the Unit Owners to consider whether reconstruction of the damage should be undertaken. Unless seventy-five percent (75%) of the Unit Owners elect in writing not to proceed with reconstruction, the Board shall award the contract for the reconstruction to the best bidder; provided, however, that the Board shall not be required or authorized to award such contract until it has sufficient monies, or binding commitment for monies, whether from insurance or the collection of special assessments levied in accordance herewith, with which to pay the cost of reconstruction as reflected by the bid to be accepted by the Board. Said bidder shall be a licensed, certified, insured and bonded contractor. The Board must verify the contractor's credentials with the Better Business Bureau (BBB) and/or the appropriate state licensing boards. All contracts must be signed and kept in perpetuity by the Board. The Board, upon awarding said contract, shall thereafter be

authorized to disburse monies to the contractor in accordance with said contract out of the insurance proceeds held by the Board and the special assessments levied and collected by the Board. It shall be the obligation of the Board to take all steps necessary to assure the commencement and completion of such reconstruction at the earliest possible date. All such reconstruction shall be in accordance with the plans of construction of the Property attached hereto as Exhibit "C".

4th **DECLARATION AMENDMENT:** Article XVII, Sections 2 and 7 of the Declaration are hereby deleted and replaced with the following:

ARTICLE XVII

ASSESSMENTS

2. Regular Monthly Assessments.

(a) Regular Monthly Assessment. Monthly assessments shall be for the period running from the 1st day of a calendar month to and including the last day of the calendar month. Such assessments for the period ending on the last day of any calendar month shall be due and payable by the Unit Owners on the 1st day of the following month. Subject to the provisions of Section 2(b) of this Article, the total of such assessments for all Units for each fiscal year shall total (i) the estimated expenses of the Association in carrying out the obligations described herein for such fiscal year, other than for the maintenance, repair, or replacement of the Common Elements (the "Maintenance Fund Requirement"), plus (ii) an amount, to be determined by the Board, to be set aside during the fiscal year to provide for a reserve fund for the maintenance, repair, or replacement of the Common Elements (the "Reserve Fund Requirement").

(b) December Assessment. Within the first 15 days in December of each year or as soon thereafter as practical, the Board shall meet and determine the total amount of all accrued and unpaid bills for the fiscal year ending on that date. Notwithstanding the provisions of Section 2(a) of this article, the Board shall then set the monthly assessment for each Unit for the period ending December 14th with reference to (i) the amount of accrued bills which reflect expenses incurred by the Association other than for the maintenance, repair, or replacement of the Common Elements and which remain unpaid for the fiscal years and, (ii) the uncollected Reserve Fund Requirement for such fiscal year. The monthly assessment for any Unit for the month ending December 14th shall equal a portion of such charges found by multiplying the total of such charges by each Unit's undivided interest in the Common Elements, as shown in Exhibit "D" (or as recomputed following any expansion as herein provided) attached hereto. At the same time the Board shall set the regular monthly assessment for the succeeding fiscal year.

7. 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 as determined by the Board for each delinquent assessment shall be payable with respect to such assessment not paid within ten (10) days after the date of delinquency. Assessments not paid within ten (10) days after the date of delinquency shall thereafter bear interest at the rate of eighteen

percent (18%) per annum from the date of delinquency and the Board, its attorney or other authorized representative may, at its option, at any time after such period, and in addition to other remedies herein or by law or in equity provided, enforce the 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 Board 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 eighteen percent (18%) per annum from and after the date of delinquency, late charges as provided for by this Declaration, court costs and reasonable attorney's fees in such amounts as the court may award. Suit to recover a money judgment for unpaid assessments shall be maintainable by the Board, or its authorized agent, without foreclosing or waiving the lien hereinafter provided for.

5th **DECLARATION AMENDMENT:** Article XVIII, Section 6 of the Declaration is hereby deleted and replaced with the following:

ARTICLE XVIII

RIGHTS AND OBLIGATIONS OF UNIT

OWNERS AS TO THE COMMON ELEMENTS

6. Parking. Due to limited parking space in the project, it is specifically required that all vehicles of Unit Owners be parked inside garages of each Unit or in designated off street parking areas. No parking of vehicles will be allowed in streets, on grass of Common Elements or parallel to garage doors. No campers, boats, house trailers, self-contained mobile homes, recreational vehicles of all types, trailers, or trucks of any kind, including panel trucks or pickup trucks (in excess of 1-1/2 ton capacity), shall be permitted to be parked in sight overnight or for an extended period of time along the garage side of any Unit or in designated parking areas.

Temporary Parking is allowed parallel to the garage door only if the Owner is in the garage with the garage door completely open and is able to move the vehicle in case of an emergency. No overnight parking parallel to the garage door is allowed.

Parking in a way that takes up more than one (1) parking space in visitor lots is prohibited and is subject to towing.

Parking a vehicle in a manner that obstructs a sidewalk is prohibited.

Absolutely no parking in fire lane. Parking in a fire lane will result in immediate towing.

Working or performing maintenance on vehicles in the street or common areas is prohibited and vehicle will be towed.

Vehicles will be towed at the expense of the Unit Owner/Renter or guest. The Two Forty Place Association Board of Directors reserve the right to tow immediately or provide up to a 24-hour notice before towing at their discretion.

6th DECLARATION AMENDMENT: Article IXX, Section 8 of the Declaration is hereby deleted and replaced with the following:

ARTICLE XIX

GENERAL PROVISIONS

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 By-laws to the contrary, shall be deemed to have been delivered and received three (3) business days after a copy thereof is deposited in the United States mail, postage prepaid, addressed as follows:

(a) If to a Unit Owner other than Declarant, to the address of the Unit or Units owned by him.

(b) If to Declarant, whether in its capacity as owner of a Unit, or in any other capacity, addressed as follows:

Two-Forty Place Association, Inc.
800 Two Forty Place
Oklahoma City, OK 73139

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Bk:RE14287 Pg:738 Pgs:2 AMEN
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
David B. Hooten

AMENDMENT TO THE BYLAWS 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.

The Bylaws for Two Forty Place, Inc. a Unit Ownership Estate is recorded in Book 4274 at Pages 1720 et seg. In the office of the Oklahoma County Clerk which is incorporated herein by this reference.

All provisions of the Bylaws not addressed herein shall remain as originally written and in full force and effect.

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

1st BYLAWS AMENDMENT: Article II, Section 1 of the Bylaws is hereby deleted and replaced with the following:

ARTICLE II

LOCATION

Section 1. The principal office of the Corporation shall be located at 800 Two Forty Place, Oklahoma City, Oklahoma 73139.

IN WITNESS WHEREOF, we, being all the directors of Two Forty Place Homeowners Association, Inc. have hereunto set our hands this 10 day of March, 2020.

[Signature]
[Signature]
[Signature]

[Signature]
[Signature]

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

ss.

Before me, a Notary Public, in and for said County and State, on the 10 day of March, 2020, 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.

(SEAL) 

Donna M. McDaniel
Notary Public

My Commission Expires: 2-8-23

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TWO FORTY PLACE
800 TWO FORTY PLACE
OKC, OK 73139

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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,

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