

AMENDMENT TO DECLARATION OF COVENANTSCONDITIONS AND RESTRICTIONS FORTWO 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.

Amendment to the Two Forty Place Covenants, Conditions and Restrictions is recorded in Book 14287 at Pages 730-737 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.

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

1st DECLARATION AMENDMENT: Article I, Sections 11 and 17 of the Declaration are hereby deleted and replaced with the following:

ARTICLE IDEFINITIONS

Whenever used in this Declaration the following terms shall have the following meanings:

11. Majority of Unit Owners: "Majority of Unit Owners" means the numerical majority of owners.

17. Unit Owner: "Unit Owner" or "Owner" means a person owning a Unit or Units within the Building.

2nd DECLARATION AMENDMENT: Article VIII of the Declaration is hereby deleted and replaced with the following:

ARTICLE VIIIAMENDMENT OF DECLARATION

Except as hereinafter provided and subject to the Declarant's right of expansion reserved hereunder in accordance in Article IX hereof, the Declaration may be amended by the consent of the

majority of the Unit Owners voting in person or by written proxy at a meeting of the members of the Association duly called and held for that purpose at which a quorum exists in accordance with the provisions of the By-Laws. Any such amendment shall become effective upon the filing, in the office of the County Clerk of Oklahoma County, Oklahoma, of an instrument in writing setting forth such amendment and duly executed and acknowledged by the president of the Association, as the act and deed of the Association, and attested by the secretary or assistant secretary thereof. Provided, however, the Declaration may not be amended in a manner which would: (i) cause an abandonment or termination of the Unit Ownership Estates created hereunder without the prior written consent of one hundred percent (100%) of all Unit Owners other than Declarant; (ii) cause the partition or subdivision of any Unit without the prior written consent of seventy-five percent (75%) of all Unit Owners other than Declarant; or (iii) allow the use of proceeds of hazard insurance policies for any purpose other than the repair, replacement, or reconstruction of the Unit or Units or Common Elements, without the prior written consent of seventy-five percent (75%) of all Unit Owners other than Declarant. Provided, further, that no such amendment shall make any change in the requirements for insurance made herein, nor in any way affect the security interest of any mortgage holder unless the owners of all recorded mortgages upon any Unit or the Property shall have consented thereto in writing.

3rd DECLARATION AMENDMENT: Article X, Sections 1, 2, 4 and 5 of the Declaration are hereby deleted and replaced with the following:

ARTICLE X

RESTRICTIONS AS TO USE

1. Single Family Use. The Buildings and each of the Units are intended for and restricted to use as single family residences, and the Units shall be occupied only by a single family and its servants, provided, however, that an Owner shall have the right to rent his Unit for a term of not less than thirty (30) days, and provided further, that if any Mortgagee forecloses or otherwise acquires title to any Unit, the Mortgagee shall have the right to lease said Unit upon such terms as it deems advisable until the Unit is sold. Provided that not more than 25% of the Units shall be rental properties. Prior to listing said unit for rental Unit Owners are required to obtain certification from the Board of the Association. Should 25% of the total units already be rented then the Owner shall not rent said unit. A Unit shall not be subdivided, nor shall any part less than the whole thereof be sold or otherwise transferred. No gainful occupation, profession, business, trade or other non-residential activity shall be conducted in any Unit.

2. Signs and Billboards. No sign or billboard will be permitted on the Property except one sign per Unit advertising the sale of a Unit which sign shall not exceed five square feet in area or Alarm System signs which shall be placed close to the front door of the unit and must be no more than one foot from the exterior brick of the unit.

4. Offensive Activity. Unit Owners and other residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other members, residents, guests, occupants, invitees, or directed at the board, management, its agents, its

employees, or vendors. Should the Unit Owner display such behavior at meetings of the Unit Owners or the Board, said Unit Owner may be banned from future meetings.

No obnoxious or offensive activity shall be carried on in any Unit, nor shall anything be done therein which may be or may become a nuisance or an annoyance to the surrounding Unit Owners or which may cause an increase in insurance rates.

a. Examples of such obnoxious or offensive activity shall include but not be limited to the following:

1. Failure to take adequate pest control measures on your unit.
2. Permitting excessive noise including barking-howling-crying dogs.
3. Not performing cleanup of dog/cat/animal feces on the patio or in front of the unit.
4. Washing vehicles in the street
5. Rubbish. All rubbish, trash and garbage shall be regularly removed from the Units by the Unit Owners and shall not be allowed to accumulate therein or on the Common Elements. Using HOA trash dumpsters for disposal of other than unit household trash, rubbish, garbage, e.g., use for commercial purposes, is strictly prohibited.

4th DECLARATION AMENDMENT: Article XV, Sections 1 and 3 of the Declaration are hereby deleted and replaced with the following:

ARTICLE XV

VOTING RIGHTS

1. Required Percentage of Vote. Whenever the Declaration, the By-laws, or the Articles requires the vote, assent or presence of a stated percentage of Unit Owners with regard to the taking of any action or any other matter whatsoever, the requisite number of votes to constitute such stated percentage shall be the individual votes of Unit Owners which totals such percentage.

3. Number of Votes Per Owner. Each Unit Owner shall be entitled to one vote regardless of how many units are owned.

5th DECLARATION AMENDMENT: Article XIX, Sections 1 – 9 of the Declaration are hereby deleted and replaced with the following:

ARTICLE XIX

GENERAL PROVISIONS

1. Access to Units. The Association shall have the irrevocable right of access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of the Common Elements and facilities therein or accessible therefrom, for making emergency repairs

therein necessary to prevent damage to the Common Elements and facilities or to another Unit or Units. Such rights shall be exercised by the Board or its duly authorized agent.

2. Annual Inspections. Chimneys, fireplaces, and dryer vents shall be inspected at least once a year. All inspections shall be performed by a certified professional. The HOA will secure an organization that is certified and able to offer services to Unit Owners at a discounted rate. Unit Owners are financially responsible for the costs of said inspections. If there is any evidence of damage to the chimney, fireplace, dryer vent, or to the surroundings the Unit Owner will be responsible to repair and/or clean the same and provide evidence of such repairs/cleaning to the HOA.

3. Enforcement. The Association, or any group of two or more Unit Owners, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Board or any group of Unit Owners to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. A waiver of any such right shall be only pursuant to an instrument in writing signed by the party to be charged with such waiver and shall be limited to the particular covenant, condition or restriction which is expressly set forth in such writing as being waived.

4. Encroachments. In the event any portion of the Common Elements encroaches upon any Unit or any Unit encroaches upon the Common Elements or any other Unit as a result of the construction, reconstruction, repair, shifting, settlement, or movement of any portion of the Property, a valid easement for the encroachment and for the maintenance for the same shall exist so long as the encroachment exists.

5. Use by Declarant. Notwithstanding any provision herein contained to the contrary, it shall be expressly permissible for Declarant to maintain, during the period of original sale of Units, such facilities as, in the sole opinion of the Declarant, may be reasonably required, convenient or incidental to the sale of said Units, including, but not limited to, a business office, storage areas, signs, model units and sales offices.

6. Severability. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity of the remaining provisions.

7. Successors and Assigns. This Declaration shall inure to the benefit of and be binding upon the successors and assigns of Declarant, and to the heirs, personal representatives, grantees, lessees, successors and assigns of the Unit Owners.

8. Remedies Cumulative. Each remedy provided by this Declaration for breach of any of the covenants, conditions, restrictions, reservations, liens, or charges contained herein shall be in addition to any other available remedy, whether provided for by law or in equity, and all of such remedies, whether provided for by this Declaration or otherwise, shall be cumulative and not exclusive.

9. 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

(c) Prior to the organizational meeting of the Board, notices to the Board shall be addressed to the address set forth for giving notice to the Declarant. Thereafter, notices to the Board shall be addressed to the secretary of the Association. The Board shall cause the address of the secretary of the Association to be made known by mail to all Unit Owners.

10. Sales of Units. Concurrently with the consummation of the sale of any Unit under circumstances whereby the transferee becomes a Unit Owner, the transferee shall notify the Board in writing of such sale. Such notification shall set forth (i) the name of the transferee and his transferor, (ii) the street address or the unit number of the Unit purchased by the transferee, (iii) the transferee's mailing address, (iv) the date of sale, and (v) copy of recorded deed transferring title. Prior to receipt of such notification, any and all communications required or permitted to be given by Declarant, the Association, the Board, or their agents or representatives, shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferor.

11. Contract's with Declarant. Any agreement for professional management of the condominium project, or any other contract providing for services of the developer, sponsor, or builder, may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice and on thirty (30) days written notice with cause.

AFFIDAVIT

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA) ss.

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.

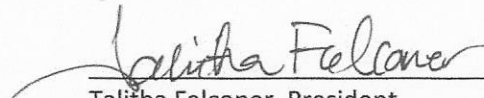
2. The Amendments were approved by Owners representing an aggregate ownership interest of 75% or more of the Unit Owners of Two Forty Place Homeowners Association held on May 18, 2021 and the Association has on file evidence of such approval.

3. The Amendments shall be effective as of the date of filing.

Further Affiant sayeth not.

Dated this 30th day of June, 2021.

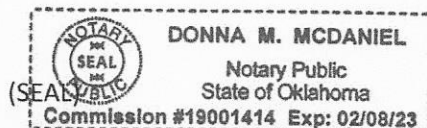
TWO FORTY PLACE HOMEOWNERS
ASSOCIATION

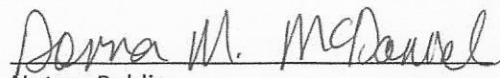


Talitha Falconer, President

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA) ss.

Before me, a Notary Public, in and for said County and State, on the 30th day of June, 2021, personally appeared Talitha Falconer t me 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

My Commission Expires: 2-8-23



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 are recorded in Book 4274 at Pages 1720 et seq. In the office of the Oklahoma County Clerk and amended in Book 14287, Pages 738-739. Said documents are 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 IX, Section 1 of the By-Laws is hereby deleted and replaced with the following:

ARTICLE IX

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. The Board of Directors shall have power:

(vii) in the event that any member of the Board of Directors shall be absent from three (3) regular meetings of the Board of Directors during their term of office, the Board may, by action taken at the meeting during which said third absence occurs, declare the office of said director to be vacant.

2nd BYLAWS AMENDMENT: Article VII, Section 1 of the By-Laws is hereby deleted and replaced with the following:

ARTICLE VII

BOARD OF DIRECTORS

Section 1. The affairs of the Corporation shall be managed by a board of not less than three (3) nor more than five (5) directors, who shall be members of the Corporation. The initial Board of Directors shall consist of three (3) persons designated by the declarant as defined in the Declaration. Their successors shall serve upon election by the members for the terms stated in Article VII of the Articles of Incorporation for the Corporation. Beginning with the first annual meeting to be held on the third Tuesday of May, 1981, the members, at each annual meeting, shall elect not less than three (3) nor more than five (5) directors to serve for a term of one year. Board members serving on the board simultaneously shall not be related by blood or marriage or reside in the same household.

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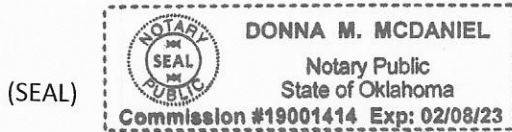
IN WITNESS WHEREOF, we, being all the directors of Two Forty Place Homeowners Association, Inc. have hereunto set our hands this 30th day of June, 2021.

Laila Faganer
Michael Petro
AW

Jeff Allen
Joe Pitt

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA) ss.

Before me, a Notary Public, in and for said County and State, on the 30th day of June, 2021, 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.



Donna M. McDaniel
Notary Public

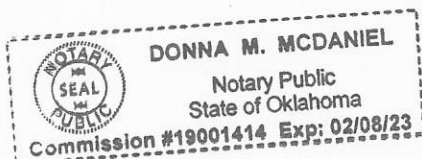
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Donna M. McDaniel, Notary

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,