

Two Forty Place Association Annual HOA Meeting | MINUTES

May 18, 2021 | 5:30 pm | South Oklahoma City Chamber of Commerce

Meeting called by	Talitha Falconer - President	Talitha Falconer - President
Type of meeting	Annual Homeowner Meeting	Alex Cecrle– Vice President
Facilitator	Talitha Falconer - President	Chet Whitnah – Secretary and Treasurer
Note taker	Talitha Falconer - President	Mike Petro – Committee Chairman
Timekeeper	Alex Cecrle - VP	

Meeting was conducted via Zoom because of COVID-19 virus. Also, this allowed a recording so any homeowner can view at a later time if they choose.

The Chamber’s meeting room was under COVID restrictions of no more than 20 people allowed. The first ten people consisted of board members, nomination committee members, association bookkeeping employees, and invited special guest speakers. Ten extra spots were available to homeowners who emailed stating they would like to attend the meeting in person. These people were in physical attendance which made up the 20 authorized people allowed in the building.

5:30pm Call to order. Roll call of board members. Is there a quorum? Accountant responds yes, there are 38 unopened ballots. Must be at least 35 to meet criteria. Introduction of accountant Lori, bookkeeper Shella, nomination committee Carol and Kat. They begin counting ballots while special guests speak.

First guest speaker Officer Brown with OKCPD. Officer Brown speaks about homeless issues and what community members can do. Calling 911 instead of calling the non-emergency police line is requested. By calling 911, it creates a documented action that must be addressed. After enough calls, there will be justification for a scheduled daily patrol. More calls following the patrols, will justify hiring more officers. The resident must call 911 regardless of an emergency or not. The call will be prioritized correctly and will be addressed accordingly.

Second guest speaker Lester Warren with Drabek and Hill, Inc. Drabek and Hill has been in business for 60 years. They have an A+ rating with the Better Business Bureau which they have been with for

55 years. They have won the Torch award four times. The Torch award is for outstanding ethics in business practices. The customer reviews of Drabek and Hill rated a 4.86 out of 5.

They will provide a free analysis of your existing heat and air system. Many units in the community have the wrong system for the amount of tonnage provided by our duct system. They provide financing plans. They are offering our community a 5% discount off an entire heat and AC system. Lester explains why areas where heat is coming in and how to compensate for that. The ductwork can be a reason for energy loss. Lester explains the damper switch that every unit has and what it means. If you want heat downstairs – the damper switch needs to be sideways. If you want heat upstairs – the damper switch needs to be up and down. When you close the damper completely, it over works the fan in the central unit. Drabek and Hill offers a service plan for under \$200 per year, you get two servicing of the AC and Heater.

Mullin Plumbing provides our community a discounted rate. \$99 per hour. In business 21 years, A+ rating on BBB.

Massey Pest Control offers our community a discounted rate \$25 to spay a unit. There is 30-day guarantee.

Third guest speaker Vincent McKee with Duct Armor. Duct Armor is offering our community a discounted rate. Free camera inspection (normally \$50), ****. Most units in the community have severe deterioration of floor ducts. Mold, dirt, water, asbestos, bacteria, rodent, and insect infestation is filling the downstairs ducts. This also contributes to air leakage from heat and AC system. When the galvanized metal duct completely rusts through, a total replacement of the floor ducts includes tearing up foundation and placing new ductwork in the floor. Vincent explains asbestos is included in debris that we are breathing in because of deteriorating ducts. Vincent explains the plenum, which is located directly under our hot water heaters, is the way he accesses the ducts. Depending on the level of deterioration and accessibility, the charge for service goes accordingly. Vincent prefers to schedule multiple units on the same day for inspections.

Fourth guest speaker Cody Whitwood with Masters Services. Masters Services has been in business for 25 years, has an A+ rating on the BBB site, is licensed, bonded, insured. Masters Services is providing all homeowners a discounted rate to have chimney inspected and cleaned. The normal rate for inspection and cleaning is \$200. Two Forty Place's price is \$90 (60% discount) for a camera inspection and cleaning. Going forward, an inspection only on a chimney that is not used at all or is not used with wood, only \$65 for inspection. Masters Services requires multiple units scheduled on designated days. The HOA contracts with Masters Service to repair exterior chimney caps, masonry repairs, brick restoration, and waterproofing of the brick. The inspection that homeowners receive will be a full detailed report with pictures from top to bottom. They are looking for dirty, damaged, or complete separation inside the flue or wall. Dryer vents must be inspected and cleaned to prevent fires in the attic. Big storms are the reason most chimneys are damaged inside. A safety inspection can follow if the unit is sold later.

Talitha explains the community experience with the October 2020 ice storm and how removing the trees in February 2020 saved the community thousands of dollars in damage and potential insurance claims. The record low temperatures in February shined a spotlight on fireplace usage and the danger of chimneys not being inspected and cleaned.

Slideshow of community website. Introduction of the new "Floor Plans" tab. \$13,000 from January to May has been put directly into the savings account. More homeowner occupied sales than ever before. The first \$100,000 unit sold in April.

Required quorum 35

Total ballots received 38

Accountant announced all amendments passed.

Board member election:

Talitha Falconer 27

Alex Ceerle 24

Chet Whitnah 33

Mike Petro 32

Sarah Reihart 32

Jim Schumacher voiced his concern from the audience that he doesn't feel the process was fair in mailing out the ballots and written proposed changes for each homeowner to review, then mail their completed ballot. Jim Schumacher would like an open forum for discussion when voting.

Motion to adjourn meeting by Tailtha Falconer, second by Alex Ceerle – all approved at 8:00pm.

Listed below are the articles with the exact language members of the community voted to pass:

RED is proposed removal **Black Bold** is proposed new language

PROPOSED AMENDMENT TO

TWO FORTY PLACE CCR's

The Board Proposes the following amendment to the CCR's for Two Forty Place

ARTICLE VIII

AMENDMENT 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 ~~unanimous~~ **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. ~~and a~~ 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.

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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 ~~or rental~~ 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.**

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ARTICLE I

DEFINITIONS

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. ~~of more than fifty percent (50%) of the aggregate interest in the general common elements as established by this Declaration. Any specified percentage of Unit Owners means such percentage in the aggregate of such undivided ownership.~~

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

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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 ~~whose aggregate interest in the Common Elements, as determined with reference to Exhibit "D" hereto (subject to recomputation following any expansion as herein provided),~~ **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.

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ARTICLE IXX
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.

~~2.3.~~ 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.

~~3.4.~~ 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.

~~4.5.~~ 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.

~~5.6.~~ 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.

~~6.7.~~ 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.

~~7.8.~~ 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.

~~8.9.~~ 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.

(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.

~~9-10.~~ 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.

~~10-11.~~ 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.

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PROPOSED AMENDMENT TO
TWO FORTY PLACE BY-LAWS

The Board Proposes the following amendment to the By-Laws for Two Forty Place

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 ~~need not~~ **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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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) ~~consecutive~~ 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.