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Comm 5070792  
Stewart Abstract & Title  
701 N. Broadway, Suite 300  
Oklahoma City, OK 73102



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State of Oklahoma  
County of Oklahoma  
Oklahoma County Clerk  
Carolynn Caudill

**AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE HILL AT BRICKTOWN,  
AN ADDITION TO THE CITY OF OKLAHOMA CITY**

5070792 (Commercial)

THIS AMENDMENT TO DECLARATION is executed this 5<sup>th</sup> day of November, 2009, by the Oklahoma City Urban Renewal Authority, a public body corporate ("OCURA").

RECITALS:

A. OCURA executed a Declaration of Covenants, Conditions and Restrictions for The Hill at Bricktown, an Addition to the City of Oklahoma City which was filed October 13, 2009, and recorded in Book 11217 at Page 476 in the office of the County Clerk of Oklahoma County, Oklahoma (the "Declaration").

B. OCURA has determined that an amendment to the Declaration is appropriate to clarify certain provisions thereof.

C. OCURA hereby amends the Declaration as set forth below.

The Declaration is hereby amended as follows:

1. The definition of "Common Areas" is hereby deleted in its entirety and the following is substituted therefor:

"Common Areas": All portions of the Phase I Property other than Lots, streets dedicated to the public as shown on the Plat, areas shown on the Plat as Common Areas within the Phase I Property, and areas hereafter designated by the Declarant or Association as a Common Area.

2. The definition of "Lot" is hereby deleted in its entirety and the following is substituted therefor:

"Lot": Any Lot or portion of a Lot in the Property, whether improved or unimproved. The term shall refer to the land, if any, which is part of the Lot as well as the Building and any other improvements thereon. For purposes of determining membership and voting rights in the Association, for purposes of Section 13.13, for purposes of the Rules and Regulations, for purposes of assessments, and for such other purposes as the context may require, "Lot" shall include a unit established on a UOE Lot pursuant to the UOE Declaration.

3. The definition of "Owner" is hereby deleted in its entirety and the following is substituted therefor:

"Owner": One or more Persons who hold the record title to any Lot, but excluding in all cases any party holding a Mortgage. For purposes of determining membership and voting rights in the Association, for purposes of Section 13.13, for purposes of the Rules and Regulations, for purposes of assessments, and for such other purposes as the context may require, "Owner" shall include the owner of a unit established on a UOE Lot pursuant to the UOE Declaration.

4. Section 6.1 is hereby deleted in its entirety and the following is substituted therefor:

The Association shall own fee title to the Common Area. Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Area, subject to the Governing Documents, any restrictions or covenants contained in any deed conveying such property to the Association, and the right of the Board to adopt Rules and Regulations affecting or restricting its use. Any Owner may extend its right of use and enjoyment to Occupants, subject to reasonable Board regulation.

5. Section 7.1(a) (i) is hereby deleted in its entirety and the following is substituted therefor:

Blanket property insurance for the full replacement cost under current building codes and ordinances of (1) all Buildings and (2) all insurable improvements within the Common Area which are the Association's maintenance responsibility. The insurance to be provided pursuant to this Section 7.1 (a) (i) shall cover only the standard finish included in a Building and each Owner shall be responsible for obtaining any insurance covering upgrades to, and the contents of, a Unit.

6. Section 7.3 is hereby deleted in its entirety and the following is substituted therefor:

Except to the extent insured by the Association pursuant to Section 7.1(a) above, each Owner shall be required to purchase a comprehensive liability and blanket fire and hazard insurance policy which shall be maintained in force at all times, the premium thereon to be paid by the Owner. Such insurance shall be obtained from reputable insurance companies authorized to do business in the State of Oklahoma and shall insure against loss from accident, fire and such other hazards as are normally covered by homeowners insurance, and shall insure all structures and improvements upon the Property not insured pursuant to Section 7.1(a) and all personal property owned by the Lot and Unit Owner for not less than one hundred percent (100%) of the full insurable replacement cost value thereof. Such policy shall contain vandalism and malicious mischief coverage, together with such other coverage, endorsements, and adjustment clause as is normally included in such policies. Such policy shall name the respective mortgagees of the Unit and Lot Owners, as their interest may appear, and shall provide for the insurance of certificates or such endorsements evidencing the insurance as may be required by any insured or an insured's mortgagee.

7. Exhibit "C" is hereby deleted in its entirety and the following is substituted therefor:

The pro-rata share and votes assigned to each Lot shall be based upon the ratio of the square footage of each dwelling Unit on a Lot to the total square footage of all dwelling Units. In the event additional property is annexed and made subject to the provisions of the Declaration in accordance with the provisions of Article VIII hereof, the pro-rata share assigned to each Lot and the total number of votes shall be revised. The Units established pursuant to the UOE

Declaration are denominated by three or four digit Lot numbers below and bear the unit designations given them in such UOE Declaration.

| <b>Block 4</b> | <b>Area of Dwelling Unit on Each Lot (SF)</b> | <b>Physical Address</b>   | <b>Pro-Rata Share</b> | <b>Number of Votes</b> |
|----------------|---|---------------------------|-----------------------|------------------------|
| Lot 2001       | 1,892   | 223 N. Geary Ave.         | 4.395%                | 1,892                  |
| Lot 2002       | 1,650   | 406 N.E. 2nd St.          | 3.832%                | 1,650                  |
| Lot 19         | 1,720   | 404 N.E. 2nd St.          | 3.995%                | 1,720                  |
| Lot 18         | 1,730   | 402 N.E. 2nd St.          | 4.018%                | 1,730                  |
| Lot 1701       | 2,041   | 400 N.E. 2nd St.          | 4.741%                | 2,041                  |
| Lot 1702       | 1,651   | 226 Russell M. Perry Ave. | 3.835%                | 1,651                  |
| Lot 16         | 1,730   | 224 Russell M. Perry Ave. | 4.018%                | 1,730                  |
| Lot 15         | 1,680   | 222 Russell M. Perry Ave. | 3.902%                | 1,680                  |
| Lot 14         | 1,720   | 220 Russell M. Perry Ave. | 3.995%                | 1,720                  |
| Lot 13         | 1,691   | 218 Russell M. Perry Ave. | 3.928%                | 1,691                  |
| Lot 12         | 2,112   | 216 Russell M. Perry Ave. | 4.906%                | 2,112                  |
| Lot 11         | 2,124   | 214 Russell M. Perry Ave. | 4.933%                | 2,124                  |
| Lot 10         | 2,116   | 212 Russell M. Perry Ave. | 4.915%                | 2,116                  |
| Lot 9          | 1,720   | 210 Russell M. Perry Ave. | 3.995%                | 1,720                  |
| Lot 8          | 1,691   | 208 Russell M. Perry Ave. | 3.928%                | 1,691                  |
| Lot 7          | 1,730   | 206 Russell M. Perry Ave. | 4.018%                | 1,730                  |
| Lot 6          | 1,691   | 204 Russell M. Perry Ave. | 3.928%                | 1,691                  |
| Lot 5          | 1,680   | 202 Russell M. Perry Ave. | 3.902%                | 1,680                  |
| Lot 401        | 1,651   | 200 Russell M. Perry Ave. | 3.835%                | 1,651                  |
| Lot 402        | 2,041   | 401 N.E. 1st St.          | 4.741%                | 2,041                  |
| Lot 3          | 1,730   | 403 N.E. 1st St.          | 4.018%                | 1,730                  |

| <u>Block 4</u>  | <u>Area of Dwelling Unit on Each Lot (SF)</u> | <u>Physical Address</u> | <u>Pro-Rata Share</u> | <u>Number of Votes</u> |
|-----------------|---|-------------------------|-----------------------|------------------------|
| Lot 2           | 1,720   | 405 N.E. 1st St.        | 3.995%                | 1,720                  |
| Lot 101         | 1,650   | 407 N.E. 1st St.        | 3.832%                | 1,650                  |
| Lot 102         | 1,892   | 205 N. Geary Ave        | 4.395%                | 1,892                  |
| <u>Subtotal</u> | <u>43,053</u>                                 |                         | <u>100.00%</u>        | <u>43,053</u>          |

Except as modified hereby the Declaration is ratified and confirmed in all respects.

IN WITNESS WHEREOF, the undersigned has executed this Amendment to Declaration this 5<sup>th</sup> day of November, 2009.

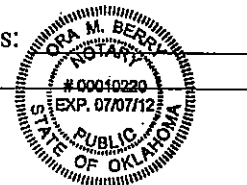
OKLAHOMA CITY URBAN RENEWAL  
AUTHORITY, a public body corporate

By *Stanton L. Young*  
Stanton L. Young, Chairman

STATE OF OKLAHOMA    )  
                                  ) SS:  
COUNTY OF OKLAHOMA )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of November, 2009, by Stanton L. Young, Chairman of Oklahoma City Urban Renewal Authority, a public body corporate.

*Ora M. Berry*  
Notary Public  
My commission expires: \_\_\_\_\_  
Commission no. \_\_\_\_\_  
(SEAL)



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