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State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

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

WHEN RECORDED MAIL TO: *WI*
NAME: Bill Whitehill
ADDRESS 100 N Broadway
CITY Okla. City, OK
STATE 73102

THIS SECOND AMENDMENT TO DECLARATION is executed this 27 day of January 2012, 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 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"). OCURA executed an Amendment to the Declaration which was filed November 10, 2009, and recorded in Book 11239 at Page 1077 in the office of the County Clerk of Oklahoma County. OCURA executed a First Supplemental Declaration which was filed December 1, 2011, and recorded in Book 11787 at Page 1885 in the office of the County Clerk of Oklahoma County. The Declaration as amended and supplemented covers the real property described on Exhibit "A" attached hereto and the improvements located thereon.

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. Section 2.1 is hereby deleted in its entirety and the following is substituted therefor:

The Association shall maintain and keep in good repair (a) all of the Common Area and improvements located thereon; (b) landscaped areas surrounding a Building; (c) the Buildings; (d) fire protection sprinkler systems; (e) all geothermal fixtures, systems and equipment serving a Unit, underground well and casing, underground piped loop, and well header (a "Geothermal System") and (f) utility services equipment including any fixtures and the connections required to provide (1) electricity, (2) telephone, cable television, and internet service, (3) natural gas, (4) water and (5) sanitary sewer. As used in Section 2.1(c) above, "Buildings" shall include the area beginning with the part of the wall of a Building exposed to the elements including exterior doors and exterior windows and continuing inward through and including the Building sheathing and rigid insulation, if any, and shall include the interior walls, windows, doors, ceiling and floor coverings contained in a Unit which makes up the finished surface of a Unit. As used in this Section 2.1, "finished surface" shall mean the standard finish that existed as of the date of the recording of the conveyance from The Hill at Bricktown, LLC, to the first owner of the Unit in question. The Association shall have a continuing easement, license, and right of access to the Maintenance Areas for purposes of carrying out its responsibilities hereunder at all reasonable times and, in the case of an emergency, at any time. To the extent that any maintenance or repair is rendered necessary by the negligence or willful act of an Owner or its invitees or Occupants, such Owner shall reimburse the Association for all sums expended in connection with such maintenance or repair promptly upon the Association's demand for reimbursement. The expenses of the Association incurred in connection with the

performance of its maintenance and repair obligations under Section 2.1 (a), (b), (c), (d) and (e) shall be Common Expenses. The expenses of the Association incurred in connection with the performance of its maintenance and repair obligations under Section 2.1 (f) shall be reimbursed by the Owner of the Unit served by the services described therein promptly upon the Association's demand for reimbursement. The Association's maintenance and repair responsibilities with respect to the above items shall not include maintenance and repairs made necessary as a result of ordinary wear and tear to the finished surface of the interior walls, windows, doors, ceiling and floor coverings contained in a Unit.

2. Section 2.2 is hereby deleted in its entirety and the following is substituted therefor:

Each Owner shall be responsible for maintaining and repairing all portions of the Lot and Unit owned by such Owner (other than those for which the Association has responsibility under Section 2.1), including, without limitation, the interior portions of the Unit, and all fixtures, and appliances installed in the Unit, including but not limited to hot water heaters, clothes washers, clothes dryers, dishwashers, disposals, ovens, ranges, refrigerators, cleaning systems, and ventilating systems. Owners shall perform all maintenance and repair responsibilities in a manner consistent with community wide standards and all applicable covenants. Owners shall not make any improvements to or undertake any maintenance or other responsibilities upon the Common Area. Notwithstanding any other provision hereof, if an Owner causes any portion of the Property which the Association might otherwise be obligated to repair or maintain to be damaged or otherwise disturbed such Owner shall restore such damaged or disturbed portion of the Property to be repaired to its condition existing prior to such damage or disturbance. In the event maintenance or repair is required which may affect any sound insulation contained on such Owner's Lot or the structural integrity of a Lot or a Building becomes necessary, an Owner shall select from a list of approved contractors maintained by the Association or obtain prior written approval of the Association of any other person or entity that Owner proposes to perform such maintenance or repair.

If an Owner fails to properly perform its maintenance and repair responsibilities, then in addition to its other enforcement rights hereunder, the Association may perform such maintenance and repair responsibilities and assess all costs incurred by the Association against the Lot and the Owner in accordance with Sections 6 and 9. The Association shall afford the Owner reasonable notice and a reasonable opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation. Notwithstanding the foregoing, in the event an Owner fails to perform its maintenance and repair responsibilities and the Association undertakes to perform such responsibilities, the Association shall not be liable for any property damage, personal injury or other cost or expense occurring on or arising out of the condition of such Owner's Lot.

3. 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. The insurance to be provided pursuant to this Section 7.1 (a) (i) shall cover only the standard finish included in a Building, including without limitation heat and air systems,

EXHIBIT "A"

The Hill at Bricktown, an addition to the City of Oklahoma City, Oklahoma, according to the plat thereof filed September 3, 2009, and recorded in Book 67 at Page 61 in the office of the County Clerk of Oklahoma County, Oklahoma.

UNOFFICIAL

