

AMENDMENT TO THE DECLARATION OF CONDITIONS,
COVENANTS AND RESTRICTIONS FOR
ELMHURST COURT, A Planned Unit Development,
TO THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, DRAKESTONE PARTNERS, LLC, an Oklahoma Limited Liability Company, is the Original Developer of the hereinafter described Subject Property, and 2805 DRAKESTONE, LLC, an Oklahoma Limited Liability Companies, is an Owner of certain of Lots in and to the Subject Property described as follows, to-wit:

All of the Lots and Blocks of ELMHURST COURT, A Replat of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7), of Block One Hundred Eight (108), in NICHOLS HILLS SUBURBAN TRACTS, an Addition in the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof

(all of the above Lots/Blocks being hereafter referred to as the "Subject Property"); and

WHEREAS, the above described Original Declarant submitted the Subject Property, and the improvements to be constructed thereon to Oklahoma's Real Estate Development Act (Title 60 O.S. 1971, §§851, as amended) by filing the Declarations of Covenants, Conditions and Restrictions on February 18, 2016 at Book 13046, page 1550, (the "Original Declarations"), records of the County Clerks office for Oklahoma County, Oklahoma; and

WHEREAS, the Original Declarant, pursuant to the provisions found in Section 4.2(A) of the Original Declarations, does hereby wish to amend said Original Declarations as to all Lots and Block in the Subject Property by adding the following Section 3.6, to-wit:

Section 3.6 Shared Privacy Wall. Every lot shall contain and every owner shall construct a brick and stucco privacy wall approximately six (6) feet in height with a cast stone cap, colored the same shade as the perimeter wall. This Shared Privacy Wall shall extend from the perimeter wall at the back of the Lot to the front edge of the dwelling then under construction. The Shared Privacy Wall will lie along the boundary line between lots, shall become the property line between the two owners with the cost of construction to be shared equally by each adjacent Lot Owner (Developer included).

Each adjacent Owner's home insurance policy must include repair and replacement of the Shared Privacy Wall similar to that Owners coverage for his/her dwelling. Except as to damage caused by an Owner or its guests Adjacent Owners shall share equally the cost of all maintenance, repair and replacement not covered by insurance. Any damage directly attributable to an Owner or his/her guests shall be paid by that party.

Any disputes as to necessary maintenance and repairs, or the cost thereof, shall be determined by the Association Board of Directors, whose decision shall be final.

IN WITNESS WHEREOF, the undersigned, being the Original Declarant of all lots and blocks in the Elmhurst Court Addition has executed these presents the _____ day of _____, 2017.

DRAKESTONE PARTNERS, LLC,
an Oklahoma Limited Liability Company

By: _____
John Foster, Manager

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA) SS.

This instrument was acknowledged before me on _____, 2017, by
John Foster _____, Manager of Drakestone Partners, LLC, on behalf of the company.

My Commission expires: _____
Notary Public

SEAL

2805 DRAKESTONE, LLC, an Oklahoma Limited Liability Company

By: _____
John Foster, Manager

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA) SS.

This instrument was acknowledged before me on _____, 2017, by
John Foster _____, Manager of 2805 Drakestone, LLC, on behalf of the company.

My Commission expires: _____
Notary Public

SEAL