

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF HYDE PARK AT TULSA HILLS**

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HYDE PARK AT TULSA HILLS (“the Amendment”) is made and entered into on this day _____ of _____, 2023, by the owners of at least sixty percent (60%) of lots within the Hyde Park at Tulsa Hills Addition, an addition to the City of Tulsa, Tulsa County, State of Oklahoma (the Addition).

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the original *Declaration of Covenants, Conditions and Restrictions of Hyde Park at Tulsa Hills* (the “Declaration”) was recorded in the office of the Tulsa County Clerk on October 11, 2013, as Document No. 2013102770; and

WHEREAS, the *First Amendment to the Declaration of Covenants, Conditions and Restrictions of Hyde Park at Tulsa Hills* (the First Amendment) was recorded in the office of the Tulsa County Clerk on June 1, 2015, as Document No. 2015047449; and

WHEREAS, Article VI, Section 5 of the Declaration states the Declaration may be amended by a written instrument adopted by a vote of 60% of each class of the members and signed by the owners of the lots consenting to the vote; and

WHEREAS, Article III, Section 4(B) of the Declaration states the Class B membership shall cease “and be converted to Class A membership when the number of votes in the Class A membership equals the total votes in the Class B membership,” and that the Class B membership has ceased and no longer exists; and

WHEREAS, pursuant to Article VI, Section 5 of the Declaration, owners representing 60% of lots with Hyde Park at Tulsa Hills did duly vote to adopt this Amendment to the Declaration as evidenced by the Ballots attached hereto as Exhibit "A"; and

NOW THEREFORE, the following *Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Hyde Park at Tulsa Hills* is adopted by a vote of the owners of at least 60% of lots within the Hyde Park at Tulsa Hills Addition for the purpose of protecting property values and to protect the health, welfare and safety of the owners and shall run with the land and be binding on the owners, their heirs, successors, and those having any right, title or interest to real property in the Hyde Park at Tulsa Hills Addition and shall inure to the benefit of each owner, and may be enforced by the record owners or by the Hyde Park at Tulsa Hills Homeowners Association, Inc.

AMENDMENT. Section II(34) is hereby added to the Declaration as follows:

34. Leasing.

All lots within Hyde Park at Tulsa Hills Addition and any residence thereon must be occupied by the record owner of said lot for a minimum of one (1) year from the date the deed is filed prior to any lot being rented or leased to an individual or entity not listed on the deed filed of record. Any lot owned by an entity including, but not limited to, a trust, corporation or limited liability company, must be occupied by an individual authorized to act on behalf of the entity for a minimum of 1 year from the date the deed is filed prior to any lot being rented or leased. After the lot has been owner-occupied for a period of one year from the date the deed is filed, any owner wishing to rent or lease the lot must apply to the Board of Directors to rent or lease the lot. Any application must be approved by the Board of Directors prior to renting or leasing the lot. Any lease, rental or other occupancy agreement shall be subject to the restrictions below.

No owner shall lease or rent any residence or room within/or portion of the residence within the Hyde Park at Tulsa Hills Addition for a period of less than twelve (12) months, nor shall any residence be used for transient/hotel purposes. This includes, but is not limited to, contracts with Airbnb, VRBO or similar short-term rental agencies. Any lessee shall meet the age requirements set out in the First Amendment to the Declaration of Covenants, Conditions and Restrictions.

No more than ten percent (10%) of all units within Hyde Park at Tulsa Hills shall be leased, rented, or otherwise occupied by any individual other than the record owner at any one time. This 10% maximum includes both long-term and short-term occupancies whether by lease, rental or other agreement. Any lessee shall meet the age requirements set out in the First Amendment to the Declaration of Covenants, Conditions and Restrictions.

Owners, within five (5) days of execution of any lease, rental or other occupancy agreement, shall provide to the Board of Directors of the Association a copy of the lease, rental or other occupancy agreement, and the name, address, phone number and/or email address of any tenant(s)/lessee(s) or occupants named in any such lease, rental or occupancy agreement. The Board of Directors for the Association may, but is not required to, make exceptions to the restrictions in Section 34 in certain circumstances and upon application by an owner.

EFFICACY OF COVENANTS

All provisions of the Declaration not expressly amended herein shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned, on behalf of at least 60% of lots who voted in favor to this *Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Hyde Park at Tulsa Hills* according to the Ballots attached hereto, do hereby execute and file this document on the date indicated below at Tulsa, Oklahoma.

President, Hyde Park at Tulsa Hills Homeowners Association,
Inc.

Secretary, Hyde Park at Tulsa Hills Homeowners Association,
Inc.

ACKNOWLEDGMENT

Subscribed and sworn to before me, the undersigned notary public, on this _____ day of _____, 2023, by _____, President, and _____, Secretary, for the Hyde Park at Tulsa Hills Homeowners Association, Inc.

Notary Public

My Commission No.:

My Commission Expires:

[SEE EXHIBIT "A" ATTACHED HERETO]