

Tulsa County Clerk - Michael Willis Doc # 2017014186 Page(s): 2 02/15/2017 12:05:41 PM Receipt # 17-8926 Fee: \$ 15.00

SECOND AMENDMENT TO DEED OF DEDICATION FOR HOLLOW CREEK

STATE OF OKLAHOMA)
) ss
COUNTY OF TULSA)

The undersigned, being DEVELOPER of Hollow Creek, an Addition to the City of Collinsville, Tulsa County, State of Oklahoma, according to the recorded Plat thereof ("Hollow Creek"), and by these presents do hereby amend certain provisions contained in the Deed of Dedication dated June 13, 2007, and recorded August 2, 2007, Plat No. 6139 ("Declarations"), as follows:

- A. Section II, Paragraph B, Section 3.2 "Assessments", is hereby deleted in its entirety and replaced, in lieu thereof, with the following new Paragraph 3.2:
 - Annual Assessments: No assessments shall be assessed against any Lot owned by the 3.2 Developer. The annual assessment on any Lot owned by any Owner other than Developer of a Lot in Hollow Creek, regardless of which phase the Lot is located within Hollow Creek, for 2017 and thereafter shall be Three Hundred Fifty Dollars (\$350.00) per Lot, the commencement of which is provided for in Article V. Section 5. The annual assessment on Lots owned by Owners (other than the Developer) may be increased by the affirmative vote of the Board of Directors of the Association upon thirty (30) days written notice to such Owners prior to the effective date of such increase. Provided, that any increase in the annual assessment greater than 50% from the previous years' annual assessment amount shall require the affirmative vote of a majority of those Owners of Lots in Hollow Creek who are in attendance (either in person or by proxy) at a special meeting of the Members, duly called and noticed.
- B. Article IV, Section 4.4 "Developer Control of Association", is hereby deleted in its entirety and replaced, in lieu thereof, with the following new Section 4.4:
 - Developer Control of Association. The Developer shall be in sole and complete legal 4.4 control of the Hollow Creek Association from the inceptions thereof until such time as the Developer relinquishes control thereof as set forth herein. The date on which Developer's rights under this Section 4.4 shall terminate shall be referred to as the "Turnover Date". The first and all subsequent Boards prior to the Turnover Date shall consist of those persons designated by Developer. Developer's rights under this Section to designate the Members of the Board shall terminate on the first to occur of (a) such time as Developer no longer holds title to any part of the Subdivision or other lands that have come under the control of the Association as provided for herein, or (b) the giving of written notice by Developer to the Board, of Developer's election to terminate such rights.

From and after the Turnover Date, the Board shall be constituted and elected as provided in the Association Bylaws. Prior to the Turnover Date all of the Voting Rights of the Members of the Association shall be vested exclusively in Developer. The Owners (Members) prior to the Turnover Date shall not have any Voting Rights. Notwithstanding not having Voting Rights, the Owners' Lots shall be subject to Assessments except for the Developer's Lots. The Developer, upon request, shall provide an Owner with an annual accounting of the manner in which collected assessments have been spent.

The provisions herein constitute the entire amendment of the Deed of Dedication for Hollow Creek. The Developer hereby expressly ratifies and confirm all remaining provisions of the Deed of Dedication as stated therein.

IN WITNESS WHEREOF, Smalygo Properties, Inc., an Oklahoma corporation, hereby approves and executes the foregoing Second Amendment to Declaration of Covenants, Conditions, and Restrictions this ______ day of February, 2017.

Smalygo Properties, Inc., an Oklahoma corporation,

By:///
Kyle/Smalygo, President

STATE OF OKLAHOMA) ss. COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this day of February, 2017, personally appeared Kyle Smalygo, President of Smalygo Properties, Inc., an Oklahoma corporation, to me proved to be the identical person, and who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed for said company for the uses and purposes herein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

Notary Public