



FIRST AMENDMENT TO DEED OF DEDICATION, OF WASHINGTON LANE V

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WHEREAS Armory, LLC, recorded the Plat and Deed of Dedication of WASHINGTON LANE V in the Office of the County Clerk for Tulsa County, Oklahoma, on April 30, 2007, as Plat No. 6115; and

WHEREAS it is in the best interests of the owners of the lots in WASHINGTON LANE V to amend and clarify certain provisions of said Deed of Dedication that affect the Washington Lane Home Owners' Association; and

WHEREAS Section 14.2 of said Deed of Dedication provides "Any provision contained in this declaration may be amended or repealed, or additional provisions added to this declaration by the recording of a written instrument or instruments specifying the amendment or the repeal, executed by the owners as shown by the records of in the office of the register of deeds of the County of Tulsa, Oklahoma, of not less than a majority of the lots then subject to this declaration, and those lots yet to be developed by Declarant. Any such instrument or instruments shall require the written consent of the Declarant." and

WHEREAS Declarant also developed lots in subdivisions named WASHINGTON LANE, WASHINGTON LANE II, WASHINGTON LANE III, and WASHINGTON LANE IV, and the owners of lots in those subdivisions are also members of the Washington Lane Home Owners' Association; and

WHEREAS the below signed owners of lots in WASHINGTON LANE V desire to amend the Deed of Dedication in the manner stated below; and

WHEREAS the lots represented by the below signed owners are more than a majority of the platted lots in WASHINGTON LANE V.

NOW THEREFORE, in consideration of the mutual covenants and conditions set out herein, the mutual benefit to the owners of all lots in WASHINGTON LANE V, and other valuable considerations, the below signed property owners in WASHINGTON LANE V do hereby amend the Deed of Dedication as follows:

The existing Section 5.2 of the Deed of Dedication is deleted in its entirety, and a new Section 5.2 is inserted stating:

“5.2 Association. Association shall mean Washington Lane Home Owners’ Association, an Oklahoma non-profit corporation.”

The existing Section 9.6 is deleted in its entirety, and a new Section 9.6 is inserted stating:

“9.6 Home Owners’ Association. The Association, as defined in Paragraph 5.2 above, shall be a master association comprised of the owners of lots in WASHINGTON LANE, WASHINGTON LANE II, WASHINGTON LANE III, WASHINGTON LANE IV, and WASHINGTON LANE V, as well as any future platted property located within one mile of any of the previously named subdivisions which may be developed by the Declarant; PROVIDED that any such future subdivision must, by its Deed of Dedication, make owners of lots therein members of the Washington Lane Home Owners’ Association, and further provided that the Association must, by affirmative vote of not less than a majority of the votes eligible to be cast, at a regular or special meeting of the members, agree to accept the owners of lots in such future subdivision as members of the Association. Such acceptance by the members must be evidenced by a resolution duly certified by the President and Secretary of the Association and recorded in the land records of Tulsa County.”

The existing Section 10.5 is deleted in its entirety, and a new Section 10.5 is inserted stating:

“10.5 Annual Assessments.

- (A) The annual assessment (in addition to sums assessed pursuant to other sections hereof) for the calendar year beginning 2004, shall be One Hundred Twenty Dollars (\$120.00) per lot. The board may increase the annual assessment for any subsequent calendar year but such increase shall not be in excess of ten percent (10%) compounded annually above the annual assessment imposed by the Board or the members pursuant to this Section 10.5(A) or Section 10.5 (B) that follows.
- (B) The annual assessment for any year commencing after 2004 may be increased to an amount greater than that permitted by Subsection (A) of this Section 10.5 only by an affirmative vote of the majority of the members who are voting in person or by proxy at a meeting duly called for such purpose.”

This amendment shall only be effective if approved by a majority of lots in WASHINGTON LANE, WASHINGTON LANE II, WASHINGTON LANE III, WASHINGTON LANE IV, and WASHINGTON LANE V.

ARMORY, L.L.C., an Oklahoma limited liability company, "Declarant",

By: Dave Coeclin
MANAGER

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me, a Notary Public, this 6 day of December, 2010, by Dave Coeclin as Manager of Armory, L.L.C., an Oklahoma limited liability company.

My commission expires

3/1/12



Gloria Fox
NOTARY PUBLIC
Commission No. 0003792

Armory LLC, an Oklahoma Limited Liability Company, being the sole Owner of Block One (1), Lots 2, 3, 4, 5, 6, 9, 10, 11, 13, 14, 15, 16, 17, 22, 24, 25, 26, 27, 28, 29, 34, 35, 36, 37, 38, 42, 43, 44, 46, 49, 50, 51, 52, 53, 55, 56, 57, 58, 59, 60, 61, 63, 64, and 65 Washington Lane V.

Armory LLC
an Oklahoma Limited Liability Company

Dave Cocolin
Dave Cocolin, Manager

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me, a Notary Public, this 21 day of March, 2011, by Dave Cocolin, Manager of Armory LLC, an Oklahoma Limited Liability Company.



Gloria Joy
NOTARY PUBLIC

My commission expires: 3/1/12
Commission No.: 00003792

Owner(s) of Lot 18, Block 1 PH I Lanny McGuire

STATE OF OKLAHOMA)
) ss.
COUNTY OF Tulsa)

This instrument was acknowledged before me, a Notary Public, this 17 day of December, 2010, by Dan McGuire and _____, (a single person) (husband and wife).

My commission expires:
11-23-14



[Signature]
NOTARY PUBLIC
Commission No. 10006871

Owner(s) of Lot 19, Block 1 PH I Lanny McGuire

STATE OF OKLAHOMA)
) ss.
COUNTY OF Tulsa)

This instrument was acknowledged before me, a Notary Public, this 17 day of December, 2010, by Dan McGuire and _____, (a single person) (husband and wife).

My commission expires:
11-23-14



[Signature]
NOTARY PUBLIC
Commission No. 10006871