

After recording, return to:  
Carrington Place, L.L.C.  
1320 N. Porter  
Norman, Oklahoma 73071

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Cleveland County, OK

**For use by the Recorder**

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**AMENDMENT TO THE DECLARATION OF CARRINGTON PLACE  
ADDITION SECTION 5, A RESIDENTIAL COMMUNITY TO NORMAN,  
OKLAHOMA, CLEVELAND COUNTY, ACCORDING TO THE RECORDED  
PLAT THERETO**

THIS AMENDMENT is made this 15<sup>th</sup> day of August 2006, by Carrington Place, L.L.C., an Oklahoma limited liability company ("Declarant").

**Section 1 - Purpose of Amendment.**

Declarant is the Declarant of Carrington Place Addition Section 5, and Declarant is an owner of at least one Lot in the Addition. The Addition is subject to certain covenants providing for a real estate development association (the Association) recorded at Book 3158, Page 1020 (Original Declaration of Association), an Owner's Certificate at Book 3158, Page 1014 (Original Certificate), and a Supplementary Declaration at Book 4053, Page 1297, each within Cleveland County. The Declarant intends by the Recording of this Amendment to amend the Supplementary Declaration, and any amendments and supplemental declarations thereto within the Cleveland County Clerk's office for Carrington Place Addition Section 5. The Declarant executes and adopts this Amendment pursuant to its authority granted and reserved within the Supplementary Declaration.

**Section 2 - Amendment.**

**Section 2.1.** Section Five to the Supplementary Declaration is hereby deleted and replaced with the following:

**Section 5 - Fines and Specific Assessments.** The Association shall have the power to adopt reasonable rules for the orderly enforcement and administration of the Addition, including a levy of monetary fines for the violation of the Original Certificate, Original Declaration of Association, and Supplemental Declaration (collectively, the Governing Documents). The Association shall have the power to levy Specific Assessments against a particular Lot to 1) cover costs incurred in bringing a Lot into compliance with the Governing Documents, 2) secure payment of fines, or 3) costs incurred as a consequence of the conduct of the Owner or occupants of a Lot, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Unit Owner prior written notice and an opportunity for a hearing pursuant to procedures adopted by the Board, before levying any Specific Assessment. The Specific Assessment may be secured against a Lot and Owner by the filing of a lien in the same manner

as provided under the Declaration of Association.

**Section 3 – Ratification of prior covenants.**

All other terms and provisions, including but not limited to covenants, conditions, restrictions, definitions, and exhibits found within the Governing Documents and any amendments and supplemental declarations thereto are hereby incorporated by reference as if each were fully set out within this Amendment. All such terms and provisions, unless expressly and specifically modified by this Amendment, shall remain in effect as first Recorded in the Supplemental Declaration as amended, Declarant hereby reaffirming the same.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment the signature blocks below the date and year first written above.

**CARRINGTON PLACE, L.L.C., - DECLARANT**

An Oklahoma limited liability company

By:   
Richard McKown, Managing Member

**ACKNOWLEDGEMENT**

State of Oklahoma    }  
                                  } ss  
County of Cleveland }

Before me, the undersigned Notary Public in and for the above county and state, on the date of 8/15/06, 2006, personally appeared Richard McKown, known to me to be the identical person who executed his name to the foregoing Amendment, who is the duly authorized agent for the Declarant for the execution of such Amendment, who acknowledged to me that he did so as his free and voluntary act on behalf of the Declarant for the uses and purposes set forth in the Amendment.

Subscribed and sworn to before me  
The date next written above.

My commission expires: 3/11/10  
My commission number is: 02001843

Notary Public:   
