

2/2

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CARRINGTON PLACE SECTIONS FOUR (4) AND FIVE (5), A RESIDENTIAL COMMUNITY TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 25th day of January 2006 by Carrington Place, L.L.C., an Oklahoma limited liability company ("Declarant").

1320 N. Porter  
Norman, OK 73069

**Section 1 - Purpose of Amendment.**

Declarant is the Declarant of Carrington Place Sections Four (4) and Five (5) which are platted additions recorded at Plat Book 20, Page 163-164 and Plat Book 20, Page 163-164 within the Cleveland County Clerk's Office, and more particularly described within Exhibit "A" hereto. The Declarant intends by the Recording of this Amendment to amend and alter certain provisions of the Original Declarations filed at Book 3158, Page 1014-1019 (Original Certificate), Book 3158, Page 1020-1025 (Original Declaration), Book 4053, Page 1237-1294 (Section 4 Declaration) and Book 4053, Page 1297-1357 (Section 5 Declaration) within the Cleveland County Clerk's office for Carrington Place, a residential community to the City Norman including any amendments and supplements thereto (Original Declaration). The Declarant executes and adopts this Second Amendment pursuant to its authority granted and reserved within the Original Declaration.

**Section 2 - Amendments.**

**Section 2.1.** The following sections are added to the Declaration for the Addition:

**11. Leasing of Lots.** "Leasing, leased, and lease" for purposes of this Paragraph, is defined as regular, exclusive occupancy of a Lot any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. "Owner Occupied Lots" are defined for purposes of this Paragraph as Lots occupied solely by the Owner, the members of the family of the Owner or other guests and invitees of the Owner who occupy without the payment of rent, as the occupant's principal residence or second home. This leasing restriction expressly limits and controls any covenant or restriction limiting its effect.

**Section 11.1. Leasing Restricted.** Within the Addition, Lots may be leased, provided the total percentage of leased Lots within the Addition shall not exceed twenty percent

(20%) of the total number of Lots within the Addition. Upon the occurrence of a decrease below 20% leasing cap, Lots will be permitted to be leased on a first bona fide request, first permitted basis, until the number of Lots which are leased reaches 20%, at which time no further Lots shall be leased until the number of leased Lots drops below 20%.

Except for the Declarant, if a single entity (the same individual, investor group, partnership, or corporation) owns more than 10% of the total Lots, no Lot in excess of 10% of the total Lots within the Addition which it (a) owns and occupies as their residence and (b) leases, may be leased.

In order to administer the above regulation, all Persons who intend to purchase a Lot within the Addition shall file with the Association Secretary a written certification either (a) that the Lot will not be occupied as the purchaser's principle residence or second home, or (b) covenanting and agreeing with the Association that the purchaser will occupy the Lot as an Owner Occupied Lot until the leasing restriction under this Rule is lifted.

The Association will keep a record of the Owner Occupied Lots and leased Lots. Each lease shall be for a term of no less than 12 months and each lessee shall expressly agree to the terms of the Governing Documents.

## **Section 11.2 Professional Management Restrictions.**

### **11.2.1. Definitions.**

- a. **"Professional Manager"** shall mean a person or entity that Professionally Manages residential real estate within the United States and has the following qualifications:
- i. If an individual, is a licensed real estate broker within the State of Oklahoma, and has been so licensed for a period of no less than three (3) years from the date such person seeks to manage a Leased Lot within the Addition;
  - ii. If an entity, the controlling interest in such entity is owned by at least one person who is a licensed real estate broker within the State of Oklahoma, and has been so licensed for a period of no less than three (3) years from the date such entity seeks to manage a Leased Lot within the Addition;
  - iii. Currently and continually Professionally Manages no less than five residential real estate properties within the State of Oklahoma;
  - iv. Has Professionally Managed residential real estate no less than three (3) years prior to the date the Professional Manager seeks to manage a Leased Lot.
- b. **"Professionally Manage"** shall mean the administration, oversight, management or control of residential real estate by a Professional Manager.
- c. **"Leased Lot"** shall mean any Lot within the Addition not occupied by the Lot Owner and for which any remuneration is paid to the Owner for the use or occupancy of such Lot.

### **11.2.2 Leased Lot Restrictions and Requirements.**

- a. **Professional Management.** Each Leased Lot shall be Professionally Managed.
- b. **Registration.** Prior to the date any Lot shall become a Leased Lot, each Professional Manager shall register the following with the Association:
- i. Name, business address, telephone and facsimile numbers, and email address for the individual Professional Manager;

- ii. Professional Manager entity name, state of organizations, and date formed, business address, telephone and facsimile numbers, and email address for the entity Professional Manager;
  - iii. Date began property management of residential real estate;
  - iv. Maximum/minimum number of leased residential properties managed within the past 12 months;
  - v. Five representative property address references and contacts;
  - vi. Photocopies of all residential real estate licenses held by the owners, employees, and agents of Manager, including: license issuing agency, date license was obtained, and a certification by the license holder that such license is current and in effect as of the date such license holder seeks to become qualified as a Professional Manager;
  - vii. Demonstrate compliance with all licensing, ordinances, and code for any structure located on the Leased Lot;
  - viii. Demonstrate adequate insurance coverage, including but not limited to 1) liability and casualty on each structure located on the Leased Lot, and 2) worker's compensation on the Professional Manager.
- c. **Familiarity with Governing Documents.** Each Professional Manager, their staff, employees, and agents shall demonstrate a familiarity with the Governing Documents to the Addition and shall agree to review the same with each tenant, lessee, or occupant.
- d. **Community-Wide Standard.** Each Professional Manager and Leased Lot Owner shall acknowledge the existence of the Community Wide Standard within the Addition and shall expressly agree that the Leased Lot shall be maintained within such standard, each personally agreeing to bear any expense incurred by the Declarant and Association in bringing the Leased Lot into compliance with the Governing Documents and Community Wide Standard.
- e. **No Joint Venture or Partnership.** The Owner of any Leased Lot and Professional Manager shall not be considered any partner, employee, agent or joint venturer with the Declarant or Association and no term within this Amendment shall create any implication or presumption of such relationship. No Owner of a Leased Lot or Professional Manager shall hold themselves or any other out to be any partner, employee, agent or joint venturer with the Declarant or Association.
- f. **Leased Lot Sign Restrictions.** Each Professional Manager shall comply with any applicable sign restriction contained within the Design Review Guidelines to the Addition.

**12. Restriction on Alienation.** The sale or transfer of a Lot to any third party is prohibited within the two (2) years immediately following the initial purchase of said Lot directly from Declarant. A third party constitutes any person, whether a corporation or individual, singular or plural, not named on the title transfer document initially transferring title to the Lot from the Declarant to the Owner(s). If a Lot is sold or transferred in violation of this provision, Owner(s) shall be subject to a penalty in the amount of either ten percent (10%) of the gross sales price or the amount of the new purchase contract price for the Lot minus the original purchase contract price for the Lot, whichever is greater. Said amount shall be payable to the Declarant at the transfer of title and shall be secured by a lien on the Lot. The Declarant may, in its sole and absolute discretion, exempt a transfer or sale from this provision pursuant to a showing by the Owner that the transfer or sale is for estate planning purposes only, for other similar transfers or in cases of extreme hardship.



**Exhibit "A"**

**ALL OF CARRINGTON PLACE ADDITION SECTION 4 TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO**

**&**

**ALL OF CARRINGTON PLACE ADDITION SECTION 5 TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO**