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**AMENDMENT TO THE DECLARATION
FOR THE ADDITION COMPRISING SOMERS POINTE TO
THE CITY OF OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA**

THIS AMENDMENT is made this 18th day of March, 2014,
by Terra Verde Development, L.L.C., an Oklahoma limited liability company ("Declarant").

Section 1 - Purpose of Amendment.

Declarant is the Declarant of the Additions comprising Somers Pointe which is a platted addition more particularly described within Exhibit "A" hereto. The Declarant intends by the Recording of this Amendment to amend and alter certain provisions of the Declaration filed at Book 2987, Page 544 within the Canadian County Clerk's office for the section(s) comprising Somers Pointe, a residential community including any amendments and supplements thereto (Original Declaration). The Declarant executes and adopts this Amendment pursuant to its authority granted and reserved within the Original Declaration.

Section 2 - Amendment.

Within Exhibit "C" of the Initial Rules and Regulations at Section 4, such Section 4 is hereby deleted in its entirety and replaced with the following:

4. Leasing of Units. "Leasing, leased, and lease" for purposes of this Paragraph, is defined as regular, exclusive occupancy of a Unit by 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 Units" are defined for purposes of this Paragraph as Units 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 Paragraph expressly limits and controls Section 3.4(5) of the Declaration.

Section 4.1. Leasing Restricted. Within the Properties, Units may be leased, provided the total percentage of leased Units within the Properties shall not exceed twenty percent (20%) of the total number of Units within the Properties. Upon the occurrence of a decrease below 20% leasing cap, Units will be permitted to be leased on a first bona fide request, first permitted basis, until the number of units which are leased reaches 20%, at which time no further Units shall be leased until the number of leased Units 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 Units, no Unit in excess of 10% of the total Units within the Properties 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 Unit within the Properties shall file with the Association Secretary a written certification either (a) that the Unit 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 Unit as an Owner Occupied Unit until the leasing restriction under this Rule is lifted.

The Association will keep a record of the Owner Occupied Units and leased Units. 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 3 – Additional Declarations.

All other terms and provisions, including but not limited to covenants, conditions, restrictions, definitions, and exhibits found within the Original Declaration 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 Original Declaration as amended and supplemented, Declarant hereby reaffirming the same.

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

TERRA VERDE DEVELOPMENT, L.L.C., - DECLARANT
An Oklahoma limited liability company

By: 
Duly authorized Member/Manager

ACKNOWLEDGEMENT

State of Oklahoma }
 } ss
County of Canadian }

Before me, the undersigned Notary Public in and for the above county and state, on the

date written above, personally appeared Gene McDown, 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

My commission expires:

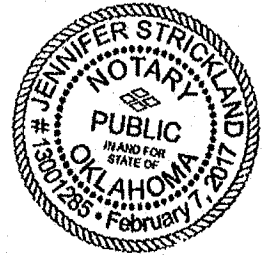
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My commission number is:

13001285

Notary Public:

Jennifer Strickland



Ret: Somers Pointe Property
1320 N. Porter Ave
Norman, OK 73071

Exhibit "A"

ALL OF SOMERS POINTE PHASE 1 ADDITION TO THE CITY OF OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO;

AND

ALL OF SOMERS POINTE PHASE 2 ADDITION TO THE CITY OF OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO;

AND

ALL OF SOMERS POINTE PHASE 3 ADDITION TO THE CITY OF OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO;

AND

ALL OF SOMERS POINTE PHASE 4 ADDITION TO THE CITY OF OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO;

AND

ALL OF SOMERS POINTE PHASE 5 ADDITION TO THE CITY OF OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO;

AND

ALL OF SOMERS POINTE PHASE 6 ADDITION TO THE CITY OF OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO;

AND

ALL OF SOMERS POINTE PHASE 7 ADDITION TO THE CITY OF OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO;

AND

ALL OF SOMERS POINTE PHASE 8 ADDITION TO THE CITY OF OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO.

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ABOVE THE LINE FOR USE BY RECORDER

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**First Amendment to the Declaration of Covenants, Conditions,
and Restrictions for Somers Pointe Sections Two (2) and Three
(3), a residential community to the City of Oklahoma City**

**The same being a part of the N.E. ¼ of Section 6, T11N, R5W,
I.M., according to the Recorded Plats thereto.**

Red THIS AMENDMENT is made this 12th day of September 2005, by Terra Verde
Development Group, L.L.C., an Oklahoma Limited Liability Company (the Declarant).

1320 N Potter, NORMAN OK 73071

Whereas, on October 22, 2004 there was filed in the Office of the County Clerk
of Canadian County a certain Declaration for the Somers Pointe Addition residential
community (the Addition) recorded at Book 2987, Pages 544-681 (the Declaration), and

Whereas, after compliance with any necessary notice, voting, and other
requirements for amendment (if any), the Declarant adopts this Amendment.

Now therefore, in an effort to maintain the health, safety, welfare, and overall
attractiveness and to encourage owner-occupancy of the Addition, the following
Amendment is adopted.

1. Definitions.

1.1. "Professional Manager" shall mean a person or entity that Professionally
Manages residential real estate within the United States and has the following
qualifications:

1.1.1. 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/Unit within
the Addition;

1.1.2. 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/Unit within the Addition;

1.1.3. Currently and continually Professionally Manages no less than five
residential real estate properties within the State of Oklahoma;

- 1.1.4. 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/Unit.
- 1.2. "Professionally Manage" shall mean the administration, oversight, management or control of residential real estate by a Professional Manager.
- 1.3. "Leased Lot/Unit" shall mean any Lot/Unit within the Addition not occupied by the Lot/Unit Owner and for which any remuneration is paid to the Owner for the use or occupancy of such Lot/Unit.
2. Leased Lot/Unit Restrictions and Requirements.
 - 2.1. Professional Management. Each Leased Lot/Unit shall be Professionally Managed.
 - 2.2. Registration. Prior to the date any Lot/Unit shall become a Leased Lot/Unit, each Professional Manager shall register the following with the Association:
 - 2.2.1. Name, business address, telephone and facsimile numbers, and email address for the individual Professional Manager;
 - 2.2.2. Professional Manager entity name, state of organizations, and date formed, business address, telephone and facsimile numbers, and email address for the entity Professional Manager;
 - 2.2.3. Date began property management of residential real estate;
 - 2.2.4. Maximum/minimum number of leased residential properties managed within the past 12 months;
 - 2.2.5. Five representative property address references and contacts;
 - 2.2.6. 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;
 - 2.2.7. Demonstrate compliance with all licensing, ordinances, and code for any structure located on the Leased Lot/Unit;
 - 2.2.8. Demonstrate adequate insurance coverage, including but not limited to 1) liability and casualty on each structure located on the Leased Lot/Unit, and 2) worker's compensation on the Professional Manager.
 3. 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.
 4. Community-Wide Standard. Each Professional Manager and Leased Lot/Unit Owner shall acknowledge the existence of the Community Wide Standard within the Addition and shall expressly agree that the Leased Lot/Unit shall be maintained within such standard, each personally agreeing to bear any expense incurred by the Declarant and Association in bringing the Leased Lot/Unit into compliance with the Governing Documents and Community Wide Standard.
 5. No Joint Venture or Partnership. The Owner of any Leased Lot/Unit 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

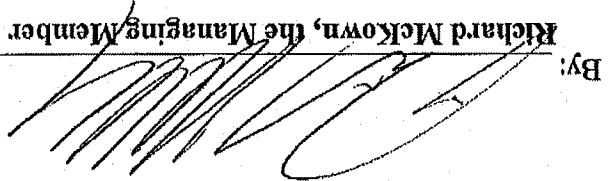
create any implication or presumption of such relationship. No Owner of a Leased Lot/Unit or Professional Manager shall hold themselves or any other out to be any partner, employee, agent or joint venturer with the Declarant or Association.

6. **Leased Lot/Unit Sign Restrictions.** Each Professional Manager shall comply with any applicable sign restriction contained within the Design Review Guidelines to the Addition.

7. **Incorporation by Reference.** All other terms and provisions, including but not limited to covenants, conditions, restrictions, definitions, and exhibits found within the Declaration 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 Declaration as amended, Declarant hereby reaffirming the same

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

TERRA VERDE DEVELOPMENT GROUP, L.L.C.
An Oklahoma Limited Liability Company

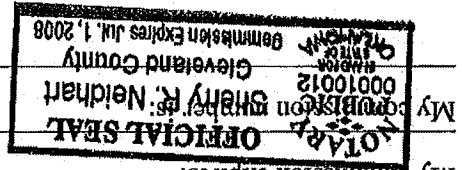
By: 
Richard Mckown, the Managing Member

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 September 12, 2005, personally appeared Richard Mckown known to me to be the identical person who executed the foregoing Amendment, who is the duly authorized agent for the Declarant for such executed 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:



Notary Public: Sherry R. Neidhart