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**AMENDMENT TO THE DECLARATIONS OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS RECORDED AT BOOK 2246, PAGE 951 (THE  
SECTION 1 DECLARATION) BOOK 2246, PAGE 972 (THE SECTION 2  
DECLARATION) BOOK 2399, PAGE 683 (THE SECTION 3 DECLARATION)  
BOOK 2430, PAGE 903 (THE SECTION 4 DECLARATION) BOOK 2572,  
PAGE 21 (THE SECTION 5 DECLARATION), AND BOOK 2767, PAGE 257  
(THE SECTION 6 DECLARATION) EACH FOR THE SECTIONS OF  
CASTLEROCK, A RESIDENTIAL COMMUNITY TO THE CITY OF NORMAN,  
CLEVELAND COUNTY, STATE OF OKLAHOMA**

THIS AMENDMENT TO THE DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS identified above (collectively, the Declarations) is made this \_\_\_\_ day of \_\_\_\_\_, 2018, by a sufficient percentage of owners of Lots within the Castlerock Addition.

**Section 1 – Purpose of Amendment.**

The undersigned are owners within the Castlerock Addition, described within Exhibit “A” attached hereto, in sufficient percentage to amend the Declarations. The undersigned intend by this Amendment to amend the Declarations as reflected herein. The undersigned execute and adopt this Amendment for the entirety of the real property within Castlerock pursuant to their authority granted and reserved within the Declarations and under Oklahoma law.

**Section 2 – Amendments.**

**Section 8.1.4.** A new Section 8.1.4 is hereby added to Article VIII to the Declarations:

**8.1.4. Restrictions on Leasing.** Unless otherwise provided, as required by the operation of law, or as may be required by any so called secondary mortgage market source for the purposes of obtaining purchase money financing for a Lot, no Lot may be rented, leased, let or licensed subsequent to the filing date of this Amendment. All Lots shall be Owner-occupied. “Owner-occupied” shall mean a Lot whose occupants are the Owner, the Owner’s family by blood, marriage, or adoption within the first degree of sanguinity (e.g., parents, children or spouse) who occupy the Lot without the payment of rent.

**8.1.4.1 Exceptions Due To Hardship.** In certain cases in order to avoid hardship, the Board has the unilateral discretion to allow leasing of a Lot apart from and in exception to this

Section 8.1.4 restriction. The Owner desiring to lease their Lot in exception to Section 8.1.4 shall make a written request to the Board to review the Owner's situation. The Board, in its sole discretion, shall determine whether to grant the written request based on the facts and circumstances of each request. Examples of hardship that may qualify an Owner for exemption include, but are not limited to:

- (A) an Owner's inability to sell their Lot within 90 days of relocation;
- (B) an Owner's death (to facilitate management of the estate);
- (C) an Owner's temporary relocation (with plans to return to the Lot);
- (D) an Owner's membership in the military (if required to relocate and are unable to sell the Lot).

**8.1.4.2 Grandfathered Lots.** Lots rented, leased, let or licensed at the time of the recording of this Amendment shall be defined as "Grandfathered Lots". Such Grandfathered Lots shall be exempt from the rental restrictions as set forth in this Amendment subject to the following conditions and such reasonable conditions as the Board of Directors of the Association may by rule and regulation impose. On or before the date this Amendment is filed, any Owner seeking to qualify their Lot as a Grandfathered Lot shall provide the Association a copy of the executed lease for such Lot, including any information sheet required by the Association. Should any Owner fail to timely register their lease pursuant to this section, that Owner's Lot shall not be classified as a Grandfathered Lot. Upon any transfer in title from the Owner after the time this Amendment is filed, the Lot shall no longer be classified as a Grandfathered Lot and thereafter shall be subject to the terms of the rental restriction. During the course of occupancy of a tenant under this subsection, if a tenant demonstrates a disregard for the provisions of the Declarations and Bylaws, the Board of Directors shall so notify the Lot Owner who shall thereupon be precluded from extending the tenancy of such occupant beyond the original lease term, and such Lot shall no longer be classified as a Grandfathered Lot and shall be subject to the rental restrictions.

**Section 9.1.3.** A new Section 9.1.3 is hereby added to Article IX to the Declarations:

**9.1.3. Specific Assessments.** The Board is hereby authorized to levy Specific Assessments against a particular Lot (1) to cover costs incurred in bringing a Lot into compliance with the Declarations, Bylaws, or rules/regulations adopted by the Association, (2) costs incurred as a consequence of the conduct of the Owner or occupants of a Lot, their agents, contractors, employees, licensees, invitees, or guests, and (3) monetary fines and/or penalties adopted by the Board for violations of the Declarations, Bylaws, and rules/regulations provided a schedule of such fines/penalties are provided to the Lot Owners prior to the enforcement of such schedule. Specific Assessments may be collected in like manner by the Association as regular assessments pursuant to Article VI of the Declarations. Any fine or monetary penalty shall be reasonable in its amount as determined in the sole discretion of the Board.

### **Section 3 – Additional Declarations.**

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

IN WITNESS WHEREOF, the undersigned have executed this Amendment according to their signature pages attached hereto.

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**CITY OF NORMAN AMENDMENT APPROVAL:**

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**Exhibit "A"**

**ALL OF CASTLEROCK ADDITION, AN ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO,**

**ALL OF CASTLEROCK ADDITION SECTION 2, AN ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO,**

**ALL OF CASTLEROCK ADDITION SECTION 3, AN ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO,**

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

**ALL OF CASTLEROCK ADDITION SECTION 5, AN ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO, AND**

**ALL OF CASTLEROCK ADDITION SECTION 6, AN ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO.**