

**AMENDMENT TO THE DECLARATION OF UNIT OWNERSHIP ESTATE  
FOR CARDINAL CREEK CONDOMINIUM OWNERS' ASSOCIATION,  
INC., A RESIDENTIAL COMMUNITY TO THE CITY OF NORMAN,  
CLEVELAND COUNTY, OKLAHOMA**

THIS AMENDMENT is made effective the day of recording with the Cleveland County Clerk by the requisite unit owners within Cardinal Creek Condominium Owners Association, Inc. All terms used herein utilize the meanings defined for such terms within the Declaration

Whereas the unit ownership estate to Cardinal Creek exists by virtue of a filed Declaration, recorded at Book 693, Page 435 within the Cleveland County Clerk's Office to the State of Oklahoma, as amended (the Declaration).

Whereas, pursuant to 11 O.S. §42-106.1 The restrictive covenant has been in existence for at least fifteen (15) years and the amendment is approved by the owners of at least sixty percent (60%) of the parcels contained in the addition or the amount specified in the restrictive covenant, whichever is less.

Whereas, at a meeting of the members of the Association pursuant to duly given notice and purpose, a sufficient percentage of Unit Owners, in person or by proxy, voted to approve the following amendment to the Declaration.

Now therefore, the Declaration of Covenants, Conditions, and Restrictions are amended in the following particular:

**AMENDMENT:** Article 20, Section (3) (Mortgage instrument priority of lien) to the Declaration is hereby amended to include the following language:

(3) mortgage instruments of encumbrance duly recorded prior to the date of such assessment, excluding assessments beginning sixty (60) days after notice of the mortgagor's delinquent account has been provided to the mortgagee. The term "notice" shall be interpreted by the laws of the State of Oklahoma, but shall include personal service, certified mail by return receipt, or other applicable means of service of process.

Now therefore, the By-laws are amended in the following particular:

**AMENDMENT:** Article IV, Section (3)(f) (Enforcement of Assessment Lien Rights) to the By-Laws is hereby amended to include the following language:

To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an owner, **or mortgagee**, who may be in default as is provided for in the Declaration and these By-laws. Mortgages and mortgagees of record prior to the day of recording of this amendment are exempt from damages. To collect interest at a rate of 10% per annum in connection with assessments remaining unpaid by the owner of record 15 (fifteen) days from due date for payment thereof, and to collect assessments and interest at a rate of 10% per annum from the mortgagee beginning sixty (60) days after notice of the mortgagor's delinquent account has been provided to the mortgagee. The term "notice" shall be interpreted by the laws of the State of Oklahoma, but shall include personal service, certified mail by return receipt, or other applicable means of service of process.

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, the Unit Owners hereby reaffirming the same.

IN WITNESS WHEREOF, the President of the Association endorses, executes, and acknowledges the Unit Owners' Amendment to the Declaration, with the Secretary of the Association attesting.

**CARDINAL CREEK CONDOMINIUM OWNERS' ASSOCIATION, INC**

An Oklahoma nonprofit, nonstock company

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary