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Glenna Craig, Payne County Clerk
Payne County - State of Oklahoma

RETURNED AT COUNTER

AMENDMENT TO THE DECLARATION FOR TRADAN HEIGHTS ESTATES TO THE CITY OF STILLWATER, PAYNE COUNTY, OKLAHOMA

THIS AMENDMENT is made this 4th day of May, 2018,
by Tradan Development, LLC, an Oklahoma limited liability company ("Declarant").

Section 1 - Purpose of Amendment.

Declarant is the Declarant of Tradan Heights Estates which is a platted addition recorded at Plat Book 2252, Page 409 within the Payne County Clerk's Office, and more particularly described within Exhibit "A" hereto. The Declarant intends by the Recording of this Amendment to modify, add to, supplement, and amend the Declaration filed at Book 2068, Page 819 and any amendments and supplemental declarations thereto within the Payne County Clerk's office for Tradan Heights, a residential community to the City of Stillwater (collectively, the Original Declaration). The Declarant executes and adopts this Amendment pursuant to its authority granted and reserved within the Original Declaration.

Section 2 - Amendment.

A new Section 4.2 is hereby added to Exhibit "C" to the Declaration:

4.2 Professional Management of Leased Lots/Units.

4.2.1 Definitions. For purposes of this section:

- a) "Professional Manager" shall mean a person or entity that Professionally Manages residential real estate within the United States and has the following qualifications:
- 2.a.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 Properties;
 - 2.a.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 Properties;
 - 2.a.3. Currently and continually Professionally Manages no less than five residential real estate properties within the State of Oklahoma;
 - 2.a.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.

- b) **“Professionally Manage”** shall mean the administration, oversight, management or control of residential real estate by a Professional Manager.
- c) **“Leased Lot/Unit”** shall mean any Lot/Unit within the Properties 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.

4.2.2 Leased Lot/Unit Restrictions and Requirements.

4.2.2.1 Professional Management. Each Leased Lot/Unit shall be Professionally Managed.

4.2.2.2 Registration. Prior to the date any Lot/Unit shall become a Leased Lot/Unit, each Professional Manager shall register the following with the Association:

- a. Name, business address, telephone and facsimile numbers, and email address for the individual Professional Manager;
- b. Professional Manager entity name, state of organizations, and date formed, business address, telephone and facsimile numbers, and email address for the entity Professional Manager;
- c. Date began property management of residential real estate;
- d. Maximum/minimum number of leased residential properties managed within the past 12 months;
- e. Five representative property address references and contacts;
- f. 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;
- g. Demonstrate compliance with all licensing, ordinances, and code for any structure located on the Leased Lot/Unit;
- h. 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.

4.2.2.3 Familiarity with Governing Documents. Each Professional Manager, their staff, employees, and agents shall demonstrate a familiarity with the Governing Documents to the Properties and shall agree to review the same with each tenant, lessee, or occupant.

4.2.3 Community-Wide Standard. Each Professional Manager and Leased Lot/Unit Owner shall acknowledge the existence of the Community Wide Standard within the Properties 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.

4.2.4 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.

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

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.

TRADAN DEVELOPMENT, LLC., - DECLARANT

An Oklahoma limited liability company

By: [Signature]
Duly authorized Member/Manager

ACKNOWLEDGEMENT

State of Oklahoma }
County of Cleveland } ss

Before me, the undersigned Notary Public in and for the above county and state, on the date of May 4, 2018, personally appeared the person signing above, known to me to be the identical person who executed their 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 they did so as their 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:
June 16, 2021
My commission number is:
17005607

Notary Public: [Signature]



Exhibit "A"

ALL OF TRADAN HEIGHTS ESTATES SECTION 2, AN ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO.

ALL OF TRADAN HEIGHTS ADDITION SECTION 2 TO THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO; AND

ALL OF TRADAN HEIGHTS ADDITION SECTION 3, AN ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO.

**APPROVED:
CITY OF STILLWATER**

BY: _____

PRINT: _____

DATE: _____