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Doc#:R 2009 19803  
Bk&Pg:RB 4620 1310-1313  
Filed:05-28-2009 PH  
04:34:35 PM DL  
Cleveland County, OK

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**AMENDMENT TO THE DECLARATION  
FOR THE ADDITIONS COMPRISING FEATHERSTONE TO  
THE CITY OF OKLAHOMA CITY, CLEVELAND COUNTY, OKLAHOMA**

THIS AMENDMENT is made this 28 day of MAY, 2009,  
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 Featherstone 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 4302, Page 1336 within the Cleveland County Clerk's office for the several sections comprising Featherstone, 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 - Amendments.** A new covenant is adopted for the Original Declaration as follows:

**1.1 Sex Offender Registrants Restricted.** No person required to register with a designated registering agency pursuant to Oklahoma Statutes, Title 57, Section 581 et. seq., (the "Registrant"), may occupy a Lot. As used in this section "occupy" or any grammatical derivative thereof means to reside in or on as an owner, tenant, or otherwise in or possessing any portion of a Lot for more than 10 days out of any 30 consecutive-day period.

**1.2. Registrant-Occupant Eviction by Lot Owner.** If, subsequent to the recording of this Amendment in the records of the Cleveland County Clerk, a Registrant occupies a Lot, the Lot Owner must immediately cause the Registrant to vacate the Lot and, if the Registrant does not vacate the Lot within 30 days of the date the Lot Owner was notified by the Association of the presence of a Registrant, then the Lot Owner shall immediately commence eviction proceedings. If the Lot Owner fails to commence the eviction proceeding within 30 days following the date the Lot Owner is required to do so and diligently pursue the eviction to conclusion, then the Association may act as attorney-in-fact for the Lot Owner and pursue the eviction against the Registrant at the Lot Owner's cost and expense. Such costs and expenses shall be a lien against the Lot, which may be secured and foreclosed in like manner as regular Association

assessments. If any action seeking eviction of a Registrant does not result in a judgment of possession in favor of the Lot Owner, the Association may, but will not be obligated to, prosecute an appeal seeking the eviction of the Registrant. In the event the Association obtains a final judgment resulting in the eviction of the tenant the Lot Owner will be responsible for all reasonable fees and costs of the Association in prosecuting the case, including any appeal expenses.

Each Lot Owner hereby appoints the Association as the Lot Owner's attorney-in-fact for the purpose of commencing eviction proceedings, executing any and all documents pertaining to the proceedings or performing any or all responsibilities as may be required or necessary to be performed pursuant to Section 1.1. This power of attorney is expressly declared and acknowledged to run with the title of any and all Lots and will be binding upon the heirs, personal representatives, successors and assigns of the Lot Owner.

**1.3. Registrant Lot Owner to Vacate.** Any Registrant Lot Owner who, by virtue of residing in a Lot, has been notified by the Association that he is in violation of Section 1.1, must vacate the Lot within 90 days of receipt of the Association's notice. If the Lot Owner fails to vacate the Lot within 90 days, the Association may, in addition to all other remedies available to the Association, purchase the Lot at a purchase price equal to the average of two independent appraisals to be obtained by the Association, less the Association's anticipated costs of selling the Lot, including, without limitation: 1) brokerage fees of not more than seven percent (7%) of the appraisal value, 2) the actual cost of the appraisals, 3) any actual transfer taxes (based on the appraisal value), 4) actual attorneys fees, 5) actual filing fees, 6) any other actual costs incurred by the Association in relation to the Lot purchase, and 7) incidental administrative fees and charges not in excess of two percent (2%) of the appraisal value. This Section shall act as a purchase agreement between the Registrant Lot Owner and Association.

**1.4. No Liability; Owner's Ability to Enforce.** The Association shall not be liable to any Lot Owner or anyone occupying or visiting the Addition as the result of the Association's failure to evict or remove a Registrant. Each affected Owner of a Lot may enforce this Amendment in the event the Association is unable to seek removal of a Registrant.

**1.5 Severability, Modification.** Each word, sentence, paragraph, and section within this Amendment are severable, and if any one or more should be found unreasonable and unmodifiable, such finding shall not affect the enforceability of this Amendment as a whole. Should a court find any provision within this Amendment, either in and of itself or in its application, unreasonable, it is the intent of the drafter that such court shall modify such provision so as to be reasonable and enforceable for the plain purposes of this Amendment.

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

All other terms and provisions, including but not limited to covenants, conditions,



**Exhibit "A"**

**ALL OF FEATHERSTONE ADDITION SECTION 1 TO THE CITY OF  
OKLAHOMA CITY, CLEVELAND COUNTY, OKLAHOMA,  
ACCORDING TO THE RECORDED PLAT AT BOOK 21, PAGE 103;**

**AND**

**ALL OF FEATHERSTONE ADDITION SECTION 3 TO THE CITY OF  
OKLAHOMA CITY, CLEVELAND COUNTY, OKLAHOMA,  
ACCORDING TO THE RECORDED PLAT AT BOOK 21, PAGE 185.**