

By [Signature], Deputy  
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Kelly Wright  
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Norman, Ok 73072

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Lois Hawkins - McClain County Clerk  
State of Oklahoma

For the Recorder

Return to: **Matthew L. Winton, Esq.**  
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**AMENDMENT TO THE DECLARATION  
OF COVENANTS, CONDITIONS AND BYLAWS FOR  
REMINGTON PLACE ESTATES ADDITION, SECTIONS 1, 2, AND 3**

This Amendment to the Declaration is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by the owners of Lots within the Remington Place Estates Addition the City of Newcastle, County of McClain, State of Oklahoma (the Addition), according to the recorded plats thereto and further described within Exhibit "A", as such owner votes are recorded in the corporate records of the Association, and as evidenced by the signature pages attached hereto.

**KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, for the Addition certain documents are filed of record with the Oklahoma County Clerk's Office, specifically:

1. A plat for Remington Place Estates 1 filed at Book 1691, Page 183;
2. A plat for Remington Place Estates 2 filed at Book 1714, Page 696;
3. A plat for Remington Place Estates 3 filed at Book \_\_\_\_\_, Page \_\_\_\_\_;
4. A Declaration of Covenants, Conditions, and Restrictions filed at Book 1691, Page 184;
5. A Declaration of Covenants, Conditions, and Restrictions filed at Book 1691, Page 193;
6. A Supplemental Declaration filed at Book 1714, Page 697;
7. A Ratification and Amended Dedication filed at Book 1724, Page 990;
8. A Supplemental Declaration filed at Book 1748, Page 605 (the real property covenants for the Addition referred to as the Declaration(s)).

WHEREAS, the owners of parcels within the Addition desire to amend the Declarations;

WHEREAS pursuant to notice and meeting, a sufficient majority of record owners of parcels within the Addition voted to restate and amend the Declaration for each of the Addition Lots and Blocks and to approve the amendments/additions contained herein, the ballots of such owners voting to approve being attached hereto.

WHEREAS copies of the signature pages and/or proxies of such owners are contained in the corporate records of the Secretary of the Association, with copies of the same retained in the files of Matthew L. Winton, Esq. of the firm VAUGHN, WINTON & CLARK<sup>PLLC</sup>;

NOW THEREFORE, the Declarations to the Addition are hereby amended.

**Amendment 1.** A new covenant is adopted for the Declarations 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 McClain 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.

**AMENDMENT 2.** Section 2.11 to the Declarations is hereby deleted in its entirety and replaced with the following:

**Section 2.11 Garbage Cans.** All garbage cans are to be fully screened from view from streets *adjoining the property* except during collection times and then only for the shortest time necessary to effectuate said collection.

Any term, clause, restriction, covenant, and provision not otherwise amended by this Amendment is hereby affirmed and ratified by the Lot Owners.

IN WITNESS WHEREOF, the undersigned owners have executed the foregoing Amendment on the date and year first written above as reflected by the attached signature pages.

## **EXHIBIT "A" – LEGAL DESCRIPTION**

**ALL LOTS AND BLOCKS WITHIN THE REMINGTON PLACE ADDITION, SECTIONS 1, 2, AND 3, AN ADDITION TO THE CITY OF NEWCASTLE, MCCLAIN COUNTY, STATE OF OKLAHOMA, AS REFLECTED IN THE RECORDED PLATS THERETO.**