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1320 N Porter  
Norman, OK 73071

  
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State of Oklahoma  
County of Oklahoma  
Oklahoma County Clerk  
Carolynn Caudill

**AMENDMENT TO THE DECLARATION  
FOR THE ADDITIONS COMPRISING SUNDANCE, A RESIDENTIAL  
COMMUNITY TO MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA**

THIS AMENDMENT is made this 28 day of August, 2013,  
by Sundance Land Fund, L.L.C., an Oklahoma limited liability company ("Declarant").

**Section 1 - Purpose of Amendment.**

Declarant is the Declarant of the Additions comprising Sundance 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 11059, Page 372 (Original Declaration) within the Oklahoma County Clerk's office for the several sections comprising Sundance, 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 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 Oklahoma 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 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,

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.

**SUNDANCE LAND FUND, L.L.C., - DECLARANT**

An Oklahoma limited liability company

By:   
Member/manager Vernon McKewen

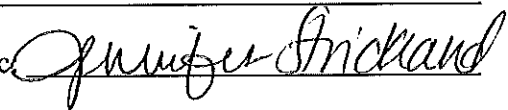
**ACKNOWLEDGEMENT**

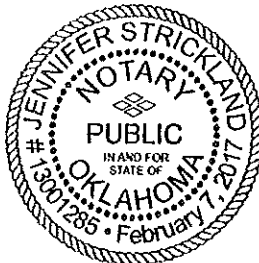
State of Oklahoma }  
                                  } ss  
County of Cleveland }

Before me, the undersigned Notary Public in and for the above county and state, on the date written above, personally appeared Vernon McKewen, known to me to be the identical person who executed his 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 he did so as his 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

My commission expires: 2/17/17  
My commission number is: 13001285

Notary Public 



**Exhibit "A"**

**ALL OF SUNDANCE ADDITION SECTION 1 TO THE CITY OF  
MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA, ACCORDING  
TO THE RECORDED PLAT THERETO; AND**

**ALL OF SUNDANCE ADDITION SECTION 2, AN ADDITION TO THE  
CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA,  
ACCORDING TO THE RECORDED PLAT THERETO; AND**

**ALL OF SUNDANCE ADDITION SECTION 3, AN ADDITION TO THE  
CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA,  
ACCORDING TO THE RECORDED PLAT THERETO.**

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AMEN

