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**SUPPLEMENTAL DECLARATION AND AMENDMENT OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR PRESERVE AT PARKSIDE, A  
RESIDENTIAL COMMUNITY TO THE CITY OF OKLAHOMA CITY,  
CLEVELAND COUNTY, OKLAHOMA**

THIS SUPPLEMENTAL DECLARATION AND AMENDMENT OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS is made this 29<sup>th</sup> day of September,  
2016, by Landmark Land Company, LLC, an Oklahoma limited liability company ("Declarant").

**Section 1 - Purpose of Supplemental Declaration.**

Declarant is the Declarant of The Preserve at Parkside Phase 2, and Declarant is the owner of all the Lots platted within The Preserve at Parkside Phase 2 at Book 24 Page 171 within the Cleveland County Clerk's Office, and more particularly described within Exhibit "A" hereto. The Declarant intends by the Recording of this Supplemental Declaration and Amendment to subject The Preserve at Parkside Phase 2 to the original Declaration of Covenants, Conditions, and Restrictions filed at Book 5373, Page 1135 on December 23, 2014, and any amendments and supplemental declarations thereto within the Cleveland County Clerk's office for The Preserve at Parkside, a residential community to the City of Oklahoma City (Original Declaration). This is a Supplemental Declaration as defined within the Original Declaration and Amendment to the Original Declaration. The Declarant executes and adopts this Supplemental Declaration and Amendment pursuant to its authority granted and reserved within the Original Declaration.

**Section 2 - Supplemental Declarations.**

**Section 2.1. Addition and Subjection of The Preserve at Parkside Phase 2.** Pursuant to the authority and right reserved and granted within the Original Declaration Article 9 and elsewhere, the Declarant hereby subjects the real property within The Preserve at Parkside Phase 2 to the Original Declaration and any amendments and supplemental declarations thereto. As owner of real property within The Preserve at Parkside Phase 2, the Declarant consents to this addition and subjection. Declarant adopts the Original Declaration and any amendments and supplemental declarations thereto in their totality and subjects and impresses each of them against all real property contained within The Preserve at Parkside Phase 2 with the intent that each covenant shall touch, concern and run with the real property contained in The Preserve at Parkside Phase 2 from the date of Recording this Supplemental Declaration and Amendment, including that all owners of lots shall be members of The Preserve at Parkside Property Owners Association Inc. (the Association).

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

Section 5 of the “Initial Use Restrictions and Rules for The Preserve at Parkside”, attached as Exhibit “C” to the Original Declaration, is hereby added for Addition.

**5. 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.

**5.1. Registrant-Occupant Eviction by Lot Owner.** If, subsequent to the recording of this Supplemental Declaration and 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 Preserve at Parkside Property Owners 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 5. 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.

**5.2. 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 5, 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.

**5.3. 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 Supplemental Declaration and Amendment in the event the Association is unable to seek removal of a Registrant.

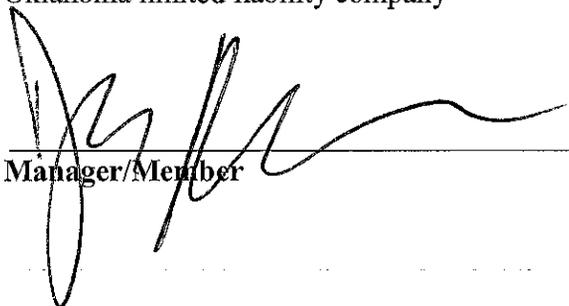
**5.4. Severability, Modification.** Each sentence, paragraph, and section within this Section 5 are severable, and if any one or more should be found unreasonable and unmodifiable, such finding shall not affect the enforceability of Section 5 as a whole. Should a court find any provision within this Section 5, 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.

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 Supplemental Declaration and Amendment. All such terms and provisions, unless expressly and specifically modified by this Supplemental Declaration and Amendment, shall remain in effect as first Recorded in the Original Declaration as amended, Declarant hereby reaffirming the same.

IN WITNESS WHEREOF, the undersigned Declarant has executed and consented to this Supplemental Declaration and Amendment on the signature blocks below the date and year first written above.

**LANDMARK LAND COMPANY, LLC, - DECLARANT**

An Oklahoma limited liability company

By:  \_\_\_\_\_  
Manager/Member

