

Return to: **Matthew L. Winton** PLLC
3233 East Memorial Rd., Suite 103
Edmond, Oklahoma 73013
405.478.4818 office/888.857.0360 fax
mlw@wintonlaw.net

FOR THE RECORDER

AMENDMENT TO THE AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SILVERHAWK TO THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA, A SUBDIVISION OF A PART OF THE NE/4 OF SECTION 31, TOWNSHIP 14 NORTH, RANGE 3 WEST OF THE I.M., OKLAHOMA COUNTY, OKLAHOMA

WHEREAS, the original Declaration of Covenants, Conditions, and Restrictions of Silverhawk to the City of Oklahoma City, Oklahoma County, Oklahoma was filed on November 2, 2006, at Book 10295, Page 1487, and on May 29, 2007, at Book 10492, Page 1391, within the Oklahoma County Clerk's office for the Silverhawk Addition located in the City of Oklahoma City, Oklahoma County, Oklahoma (the Addition).

WHEREAS, the Supplement Declaration of Covenants, Conditions, and Restrictions for Silverhawk, a Residential Community to the City of Oklahoma City was filed on May 3, 2013, within the Oklahoma County Clerk's office at Book 12235, Page 640.

WHEREAS, the Amended Declaration of Covenants, Conditions, and Restrictions of Silverhawk to the City of Oklahoma City, Oklahoma County, Oklahoma was filed on January 28, 2017, within the Oklahoma County Clerk's office at Book 13344, Page 1018 (the Declaration).

WHEREAS, the Declaration provides that the Owners of Lots within the Addition may amend the Declaration.

WHEREAS, this Amendment is made effective as of the date of filing by a sufficient percentage of Lot Owners.

NOW THEREFORE, the following amendments to the Declaration are 1) adopted by the Owners; 2) to run with the land and each Lot within the Addition; 3) for the protection of property values, the health, the welfare, and safety of the Owners; 4) deemed reasonable in both procedure and substance by the Owners; 5) shall be binding on the Owners, their heirs, successors, and those having any right, title, or interest to the

Lots and shall inure to the benefit of each Owner, and 6) may be enforced by the Owners and the Silverhawk Homeowners Association, Inc.

AMENDMENTS

AMENDMENT: Article II, Section 1 of the Declaration. Section 1 is hereby deleted in its entirety and replaced with the following:

The Lots in Silverhawk shall be used for private residence purposes only. No store or business (except home daycare subject to limitations set by the Association and businesses run from a home office that has no foot, vehicle or delivery traffic beyond what is reasonably expected of a private residence), no gas or automobile service station, no flat, duplex, or apartment house, though intended for residence purposes, and no building of any kind whatsoever shall be erected or maintained thereon, except private dwelling houses, and such dwelling house in its entirety being designated for occupancy by a single family.

AMENDMENT: Article II, Section 11(b) of the Declaration. Section 11(b) is hereby deleted in its entirety and replaced with the following:

No commercial vehicles, including trucks, delivery vans, box vans and vehicles with more than two axles or four wheels (excepting private passenger type vehicles tagged as commercial, i.e. a Suburban or other sport utility vehicle, and personal pickup trucks), construction equipment, or like equipment or mobile or stationary trailers of any kind shall be permitted on or near any Lot unless kept in a garage completely enclosed. Notwithstanding the foregoing, commercial vehicles, delivery vans, recreational vehicles, trailers, boats and other water vehicles of all types and the like may be parked temporarily on or near a Lot for the purpose of loading and unloading, but in no circumstances shall any of these vehicles be permitted to remain parked on or near a Lot for a period longer than one night. Vehicles are only allowed to be parked in an Owner's driveway or in front of their residence in a manner permitting unrestricted flow of traffic to other vehicles. Parking a vehicle adjacent to an island is not permitted. Vehicles that will be parked for a duration longer than permitted will require approval from the Association. Vehicles used during the home construction phase of a Lot are exempt from this restriction.

AMENDMENT: Article II, Section 11(h) of the Declaration. Section 11(h) of the Declaration is hereby deleted in its entirety and replaced with the following:

All clotheslines, woodpiles, storage piles, inoperative vehicles, and equipment, except air conditioning units shall be walled in. No window air conditioning unit may be visible from any street or Lot. Garbage cans must be stored beside the home and must be on a level surface other than grass, dirt or wood (i.e. concrete, pavers or gravel). The garbage cans shall be flush with the adjacent wall or fence and evenly spaced so as to project a neat, uniform appearance. Additionally, garbage can lids must be closed completely so as to conceal any garbage contained therein. Otherwise, garbage cans shall be stored in a location totally concealed from view.

EFFICACY OF COVENANTS. All provisions of the Declaration not expressly amended herein remain unamended, unaltered, in full force and effect, and ratified by the Owners.

[SIGNATURE PAGES FOLLOWING]

LEGAL DESCRIPTION

ALL OF SILVERHAWK PHASE I, AN ADDITION TO THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO;

AND

ALL OF SILVERHAWK PHASE II, AN ADDITION TO THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO.