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**SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SENDERA LAKES, A RESIDENTIAL COMMUNITY TO THE CITY OF MOORE, CLEVELAND COUNTY, STATE OF OKLAHOMA**

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 7<sup>th</sup> day of October, 2020, by Odom Northwest, LLC., an Oklahoma limited liability company ("Declarant").

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

Declarant is the Declarant of the Sendera Lakes Addition within Cleveland County and more particularly described within Exhibit "A" hereto. The Declarant intends by the recording of this Supplementary Declaration to subject except as otherwise provided herein Section III of Sendera Lakes to the Declaration of Sendera Lakes Homeowners' Association Corporation filed at Book 5563, Page 632 on June 24, 2016 (the "Declaration"), the Owner's Certificate, Dedication, Reservation and Restrictions filed at Book 5143, Page 1232 on April 19, 2013, the Owner's Certificate, Dedications, Reservation and Restrictions filed at 5563, Page 624 on June 24, 2016 (together the Owner's Certificates), and the First Amendment to the Bylaws filed at Book 5288, Page 853 on May 6, 2014 (collectively the "Governing Documents") thereto within the Cleveland County Clerk's office for Sendera Lakes, a residential community to Cleveland County. The Declarant executes and adopts this Supplementary Declaration pursuant to its authority granted and reserved within the Governing Documents.

**Section 2 -- Supplementary Declarations.**

**Section 2.1. Addition and Subjection of Sendera Lakes Section III.** Pursuant to the authority and right reserved and granted within the Governing Documents, the Declarant hereby subjects the real property platted as Sendera Lakes Section III to the Governing Documents and any amendments and supplementary declarations thereto. As owner of all the real property within Sendera Lakes Section III, the Declarant consents to this addition and subjection. Declarant adopts the Governing Documents and any amendments and supplementary declarations thereto in their totality except as otherwise modified herein and subjects and impresses each of them against all real property contained within Sendera Lakes Section III with the intent that each covenant shall touch, concern and run with the real property contained in Sendera Lakes Section III from the date of recording this supplementary declaration, including that all Owners of Lots shall be members of the Association.

### **Section 3 – Amendment.**

#### **Article VI, Section 8 is hereby added to the Declaration:**

**Section 8. Specific Assessments.** The Association shall have the power to levy specific assessments (“Specific Assessments”) against a particular Lot and Owner for violations of the requirements set out within the Governing Documents (the amount of the Special Assessment to be established by the Association Board), to cover costs incurred in bringing a Lot into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of a Lot, their agents, contractors employees, licensees, invitees, or guest, including any claims, expenses, and damages relative thereto and indemnification claims, damages, and expenses, or pursuant to a schedule of fines adopted by the Association Board for violations of these Governing Documents; provided, the Association Board shall give the Lot Owner prior written notice and an opportunity for a hearing before levying any Specific Assessment under this Section 8.

### **Section 4 – Amendment.**

#### **Article VII, Section 4 is hereby added to the Declaration:**

**Section 4. Leasing.** All Lots shall be used and occupied for single family residence purposes by the Owner, by the Owner’s family, or the Owner’s tenants. At no time, except as required by federal, state or local law or regulation or as required to obtain a purchase money mortgage on a Lot, shall a lease be for a term less than one (1) year. Leases/rentals or occupancy of a Lot as their primary residence by members of an Owner’s family, whether by law, marriage, or adoption, within the second degree of sanguinity (e.g., parents, grandparents, siblings, children or grandchildren) shall be considered owner-occupied in relation to this covenant.

All leases and rentals shall be in writing, with copies provided to the Association, and shall provide that the lease/rental and tenants are subject to the terms of the Declaration, as amended, and all other related governing documents of the Addition. Only an entire Dwelling/Lot may be leased or rented, not any portions thereof. Any failure of a lease or renter to comply with the terms of the Declaration, as amended, and any other governing documents shall be a default under the lease, enforceable by the Association.

### **Section 5 – Amendment.**

#### **Article VIII is hereby added to the Declaration:**

**Section 8.1. Annexation with Declarant Rights.** In addition to the annexation of lands elsewhere provided in this Section 8.1, additional adjacent or abutting lands may be annexed by the Declarant without the consent of Members within ten years of the date of this instrument. Declarant is not required to make improvements.

**Section 8.2.** "Class B Control Period" is hereby defined as the period of time during which the Class B Member is entitled to exercise any additional or annexation rights under Section 8.1 to this Supplemental Declaration.

**Section 8.3.** Additional adjacent or abutting property and Common Areas may be annexed to the Existing Property at any time after termination of Class B membership with the assent of two-thirds of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, provided that the same notice and quorum requirements specified in the Declaration shall be applicable to any meeting called for the purpose of approving a proposed annexation hereunder.

**Section 8.4. Expansion by Declarant.** Declarant may from time to time subject to the provisions of the Governing Documents all or any portion of the property described in Exhibit "A" describing the additional property to be subjected.

Declarant's right to expand Sendera Lakes pursuant to this Section shall expire when all of the property described in Exhibit "A" has been subjected to this Declaration, 40 years after the recording of the last recorded Declaration or Supplemental Declaration, or when Declarant terminates the Class B Control Period in a writing expressly for such purpose, whichever is earlier. Until then, Declarant may transfer or assign this right to annex property to any person who is a purchaser of any portion of the real property described in Exhibit "A". Declarant shall memorialize such transfer in a recorded instrument.

Nothing in this Declaration shall be construed to require Declarant or any successor to subject additional property to this Declaration or to develop any of the property described in Exhibit "A" or in any manner whatsoever.

**Section 8.5. Additional Covenants and Easements.** Declarant may subject any section of Sendera Lakes to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through assessments. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration. If the property is owned by someone other than Declarant, then the consent of the Owner(s) shall be necessary and shall be evidenced by their execution of the Supplemental Declaration. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

**Section 8.6. Withdrawal of Property.** Declarant reserves the right to amend this Supplementary Declaration, so long as it has a right to annex additional property pursuant to Section 8.1, for the purpose of removing from the coverage of the Governing Documents any portion of Sendera Lakes Section III. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if such Owner is not Declarant. If the property is Common Area, the Declarant alone may effect such withdrawal – no additional Member approval shall be required.

**Section 8.7. Marketing and Sales Activities.** Declarant and Builders authorized by Declarant may construct and maintain upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of Lots, including, but not limited to, business offices, signs, model units, and sales offices. Declarant and authorized Builders shall have a license with interest for access to and use of such facilities. Builders shall obtain written approval from the Declarant prior to exercising any rights under this Section.

**Section 8.8. Right To Develop.** Declarant and its employees, agents and designees shall have a right of access and use and an easement over and upon all of the Common Area for the purpose of making, constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

Every person that acquires any interest in Sendera Lakes acknowledges that Sendera Lakes is a planned community, the development of which may extend over many years, and agrees not to use Association funds to protest, challenge or otherwise object to changes in uses or density of property outside the property in which such person holds an interest. To be clear, no Association funds shall be used to challenge, protest, object to, or otherwise interfere with the Declarant's development activities in Sendera Lakes.

**Section 8.9. Right to Approve Changes in Standards.** No amendment to or modification of any Governing Documents shall be effective without prior notice to and the written approval of Declarant so long as Declarant owns property subject to this Supplementary Declaration or which may become subject to this Supplementary Declaration in accordance with Section 8.1.

**Section 8.10. Right to Transfer or Assign Declarant Rights.** Any or all of the special rights and obligations of Declarant set forth in this Supplementary Declaration or the By-Laws may be transferred in whole or in part to other persons; provided, the transfer shall not reduce an obligation nor enlarge a right beyond that which Declarant has under this Supplementary Declaration or the By-Laws. No such transfer or assignment shall be effective unless it is in a written instrument signed by Declarant and duly Recorded. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise, on a one time or limited basis, any right reserved to Declarant in the Governing Documents where Declarant does not intend to transfer such right in its entirety, and in such case it shall not be necessary to Record any written assignment unless necessary to evidence Declarant's consent to such exercise.

**Section 8.11. Exclusive Rights to Use Name of Development.** No person shall use the name "Sendera Lakes" or any derivative of such name in any printed, electronic, or promotional material without Declarant's prior written consent. However, Owners may use the name "Sendera Lakes" in printed or promotional matter where such term is used solely to specify that particular property is located for sale at Sendera Lakes and the Association shall be entitled to use the word "Sendera Lakes" in its name.

**Section 8.12. Termination of Rights.** The rights contained in this Section

shall not terminate until the earlier of (a) the date of termination of the Class B Control Period pursuant to Section 8.1 or (b) Recording by Declarant, in the sole discretion of the Declarant, of a written statement terminating such rights.

### **Section 6 – Amendment.**

**The following sentence shall be deleted from Section 2 of the Owner’s Certificate:**

“If the aforesaid committee, their authorized representatives or successors fails to approve or disapprove such design and location within thirty (30) days after building plan, building specifications, and plot plan have submitted to them such approval shall be deemed granted and this covenant shall be deemed to have been fully complied with.”

### **Section 7 – Amendment.**

**Section 32 of the Owner’s Certificates is hereby deleted and replaced with the following:**

**Section 32.1. 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 physically possessing any portion of a Lot.

**Section 32.2. Registrant-Occupant Eviction by Lot Owner.** If, subsequent to the recording of this Supplementary Declaration 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 proceedings or performing any or all responsibilities as may be required or necessary to be performed pursuant to Section 32.1. 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.

**Section 32.3. 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 32.1, 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 (bases on the appraisal value), 4) actual attorney's 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 the Association.

**Section 32.4. 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 Supplementary Declaration in the event the Association is unable to seek removal of a Registrant.

**Section 32.5. Severability, Modification.** Each sentence, paragraph, and section within this Supplementary Declaration are severable, and if any one or more should be found unreasonable and unmodifiable, such finding shall not affect the enforceability of this Supplementary Declaration as a whole. Should a county find any provision within this Supplementary Declaration, 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 Supplementary Declaration.

## **Section 8 – Amendment.**

**Section 35.1 is hereby added to the Owner's Certificates Section 35:**

**Section 35.1. Declarant Amendment Rights.** In addition to specific amendment rights granted elsewhere in the Governing Documents and without restriction by any term within them, until termination of the Class B membership, Declarant may unilaterally amend the Governing Documents for any purpose and at any time, including during restrictive periods. Thereafter, Declarant may unilaterally amend the Governing Documents if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots; or (iv) to satisfy the requirements of any local, state or



**Exhibit "A"**

**ALL LOTS, BLOCKS, AND COMMON AREAS OF SENDERA LAKES SECTION III, AN ADDITION TO THE CITY OF MOORE, CLEVELAND COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO.**