

A101

**Certificate of Amendment**

To  
**Declaration of Covenants,  
 Conditions and Restrictions**  
 Of  
**Silver Leaf West Sec. 1**

Dec#: R 2008 5131

Bk&amp;Pg: RB 3423 556-557

Filed: 03-10-2008

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Canadian County, OK

Return Leaf West  
 Silver Leaf West  
 2300 N. Frisco  
 Yukon OK 73099

This amendment, made on the date hereinafter set forth by Silver Leaf West, L.L.C., hereinafter referred to as "Declarant". Whose registered office is located at 2300 N Frisco Rd., Yukon, OK 73099.

The Declarant is entitled to modify and amend Article IV of the General Provision to read as follows:

Article IV Section 1 Homeowners Association and Membership Silver Leaf West Homeowners Association, Inc. shall be the governing body for of all Sections developed in Silver Leaf West. No such consolidation, however shall effect any revocation, change or addition to the covenants and restrictions established by this Declaration within the existing property except as hereinafter provided.

(a) Homeowners Association Membership Upon the purchase of each lot, separately and independently, then that property owner shall become a permanent Class A member of the Silver Leaf West Homeowners Association, Inc. and be subject to the Articles of Incorporation and By-laws then in effect and have the same rights and privileges as all other members of the Association. The Association shall have two classes of voting Membership.

(b1) Class A Members shall be every owner of a lot which is subject to assessment and shall be a member of the Association and shall be entitled to one (1) vote for each lot owned. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

(b2) The Class B Member shall be the Developer. Every Developer owned lot is not subject to assessment until sold and occupied, however, the Developer shall be entitled to two hundred fifty (250) votes for each lot owned by the Developer.

Article IV, Section 1 #e Maximum Annual Assessment The regular base assessments for each of the lots shall be determined by the Board at least annually. Each lot shall be the same amount and in an equal uniform manner.

Article IV, Section 1 #g Effect of Nonpayment of Assessments: Remedies of the Association Any and all assessment not paid within thirty (30) days after the due date shall bear a late fee of \$25.00 from the due date. The Association may bring an action at

law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

All other terms shall remain in force as contained in the original Declaration of Covenants.

This Certificate of Amendment shall become a part of the original Declaration of Covenants upon and inure to the benefit of the parties, their successors, and assignees.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 7<sup>th</sup> day March, 2008.

**Not Official**  
Silver Leaf West, L.L.C.

  
Randy Berg, Managing Member

**Not Official**  
STATE OF OKLAHOMA ) ss.  
COUNTY OF CANADIAN )

Before me, the undersigned, a Notary Public in and for said County and State, on this 7<sup>th</sup> day of March, 2008, personally appeared RANDY BERG, to me known to be the identical person who subscribed the name of SILVER LEAF WEST, L.L.C., to the foregoing instrument as its Manger and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

WITNESS MY HAND and official seal the date and year last above written.

My Commission Expires:

9-9-10

Commission No.

DD14260

  
Notary Public



**Not Official**