

PREPARED BY: Matthew L. Winton^{PLLC}
3233 East Memorial Rd., Suite 103
Edmond, Oklahoma 73013
405.478.4818
mlw@wintonlaw.net

For the recorder

**AMENDED AND RESTATED DECLARATION OF CONDITIONS,
COVENANTS, AND RESTRICTIONS FOR MILLER’S GATE ADDITION
TO OKLAHOMA CITY, CANADIAN COUNTY, STATE OF OKLAHOMA.**

Table of Contents

ARTICLE I	2
DEFINITIONS.....	2
ARTICLE II	4
HOMEOWNERS ASSOCIATION	4
ARTICLE III.....	8
PROPERTY RESTRICTIONS.....	8
ARTICLE IV	10
PROHIBITED USES.....	10
ARTICLE V.....	12
[RESERVED]	12
ARTICLE VI	12
MISCELLANEOUS	12

**AMENDED AND RESTATED DECLARATION OF CONDITIONS,
COVENANTS, AND RESTRICTIONS FOR MILLER’S GATE ADDITION
TO OKLAHOMA CITY, CANADIAN COUNTY, STATE OF OKLAHOMA.**

WHEREAS, the Declaration of Conditions, Covenants and Restrictions for Miller’s Gate First Addition was filed on March 7, 1997 within the Canadian County Clerk’s office being recorded at book 2053, page 715; the Declaration of Conditions, Covenants and Restrictions for Miller’s Gate Second Addition was filed on August 18, 2000 within the Canadian County Clerk’s office being recorded at book 2366, page 0166; the Declaration of Conditions, Covenants and Restrictions for Miller’s Gate Fourth Addition was filed on April 12, 2004 within the Canadian County Clerk’s office being recorded at book 2897, page 018; the Declaration of Conditions, Covenants and Restrictions for Miller’s Gate Fifth Addition was filed on August 25, 2004, within the Canadian County Clerk’s office being recorded at book 2961, page 438 (collectively, “the Declaration”) for the Miller’s Gate subdivision, an addition to the City of

Oklahoma City, Canadian County, Oklahoma, (the Addition) being more particularly described as set out within Exhibit "A" attached to this Amendment;

WHEREAS, Article 1.6 of the Declaration of Conditions, Covenants and Restrictions for Miller's Gate First Addition provides that the Owners of Lots within the Addition may amend the Declaration;

WHEREAS, this Amended and Restated Declaration is made effective as of the date of filing by a sufficient percentage of Lot Owners;

NOW THEREFORE, the following amendments to the Declaration 1) are adopted by a sufficient percentage of the Owners for purposes of amendment; 2) are to run with the land and each Lot within the Addition; 3) are for the protection of property values, the health, the welfare, and safety of the Owners; 4) are 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 Miller's Gate HOA, Inc., (the Association).

ARTICLE I DEFINITIONS

1.1 Definitions. Unless the context shall expressly provide otherwise:

"Association" or "Homeowners Association" means the MILLER'S GATE HOA, INC., an Oklahoma non-profit corporation its successors and assigns, the Certificate of Incorporation and Bylaws of which shall govern the administration of this real estate development, the members of which shall be all of the owners of the Lots.

"Builder" means an individual or other entity that purchases an unimproved Lot for the purpose of constructing thereon a single-family residence for sale to an owner-occupant.

"Building" means one or more of the building improvements lying within the real estate described on Exhibit "A".

"Common Areas" means all portions of the real estate development other than the Lots and other than publicly dedicated right-of-ways which are shown on the recorded plat of the MILLER'S GATE FIRST ADDITION as a Common Area or designated by the Association as a Common Area.

"Lot" means a portion of the subject land designated for separate ownership, and its dwelling improvements, the boundaries of which lot being the lot lines as shown on the recorded plat of the real estate described on Exhibit "A".

"Obligation(s)" shall mean all annual dues and special assessments attributable to an Owner or a Lot. "Owner" means a person or persons, firm, corporation, partnership, trust, association or other legal entity, or any combination thereof, who owns one or more lots.

"Person" means a natural person, corporation, partnership, association, trust, other entity, or any combination thereof.

"Street" is a privately dedicated street(s) shown on the recorded plat which shall be owned and maintained by the Association.

1.2 Easements.

(A) Easements Deemed Appurtenant. The easements and rights herein created for an Owner shall be appurtenant to the Lot of that Owner, and all conveyances and instruments affecting title to a Lot shall be deemed to grant and reserve the easements and rights as provided herein, as though set forth in said document in full, even though no specific reference to such easements or restrictions appears.

(B) Blanket Easements for Utilities. There is hereby created a blanket easement in, on, through, upon, across, over and under all of the publicly and privately dedicated easements and rights-of-way, as shown on the recorded plat, for ingress and egress, installation, replacement, repair and maintenance of all utilities including, but not limited to, water, sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the electrical company, telephone company and/or any other company providing services to the Subject Property to erect and maintain the necessary poles and other necessary equipment on said easements.

(C) Owner's Nonexclusive Easement of Enjoyment; Limitations. Every Owner and his immediate family shall have a nonexclusive right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to the lot of such Owner, subject to the rights of the Association stated herein.

1.3 Use and Occupancy; Rights to Rent; Mortgagee Right to Rent; Leases Subject to Declaration. All Lots shall be used and occupied only for single family residence purposes by the Owner or by the Owner's family within the second degree of consanguinity for the first twelve consecutive months after each change in ownership to a Lot. Thereafter, a Lot shall not be rented by the Owner for any period less than thirty (30) consecutive days; and further, any lease shall be in writing and shall be subject to the covenants and restrictions contained in this Declaration.

1.4 Mortgaging a Lot; Priority; Mortgage Subject to Declaration. An Owner shall have the right from time to time to mortgage or encumber his Lot and the interest appurtenant thereto, but the lien created thereby shall be subject to the terms and provisions of this Declaration, and any mortgagee or other lienholder who acquires a Lot through judicial foreclosure, public sale or other means shall be subject to the terms and conditions of this Declaration except as specifically excepted herefrom.

1.5 Compliance with Provisions of Declaration, Certificate of Incorporation and Bylaws. Each Owner shall comply strictly with the provisions of this Declaration, the

Certificate of Incorporation, the Bylaws of the Association and the rules, regulations, decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure and refusal after written notice to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in connection therewith and interest on all of such amounts at the highest lawful rate, which action shall be maintainable by the Managing Agent or Board of Directors in the name of the Association on behalf of the owners or, in a proper case, by an aggrieved Owner.

1.6 Revocation or Amendment to Declaration. This Declaration shall not be revoked unless all of the Owners and all of the holders of any recorded mortgage or lien covering or affecting any or all of the Lots unanimously consent and agree to such revocation by instrument(s) duly recorded. Except as provided herein, this Declaration shall not be amended unless the Owners representing sixty percent (60%), or more, of the Lots agree to such amendment by instrument(s) duly recorded.

ARTICLE II HOMEOWNERS ASSOCIATION

2.1 Mandatory Membership. An Owner of a Lot, upon becoming an Owner, shall mandatorily be a member of the Association and shall remain a member for the period of their ownership. The Association shall be governed by a Board of Directors as is provided in the certificate of Incorporation and Bylaws of the Association. The Association may employ agents, servants and employees and any person or firm to act as Managing Agent at any agreed upon compensation.

2.2 Ownership of the Streets and Common Areas. All Common Areas and privately dedicated streets and right-of-ways shall be owned in fee simple by the Association.

2.3 Association's Maintenance and Responsibility. The Association shall be responsible only for the maintenance, operation and repair of the privately dedicated streets shown on the plat, Common Areas, the areas appurtenant to statutory street right-of-ways along section line roads and any other areas shown on the plat as common right-of-way such as entrances and center medians. The Association is hereby granted an easement over, across and through any Lot for the purpose of fulfilling this responsibility, which easement may not unduly interfere with a Lot Owner's use and enjoyment of their property.

2.4 [RESERVED]

2.5 Assessment for Annual Dues and Special Assessments.

(A) Obligation to Pay Dues. Except as stated in this Section 2.5, all Owners shall be obligated to pay the annual dues imposed by this Declaration and Bylaws and the Board of Directors of the Association to meet the expenses of the Association.

(B) Dues and Due Dates. Annual Dues and the annual Due Date shall be set by the

Board on an annual basis. Annual dues for the first calendar year following the filing of this amended Declaration shall be \$425.00. Thereafter, the Board may increase the Annual Dues 10% each year without a vote of the Members, or in an amount greater than 10% with the approval of a majority of the Members. No dues shall be assessed or collected until the Lot is purchased by an Owner, who is not a Builder. Dues shall be paid annually in advance on the date specified in the Bylaws or as set by the Board of Directors. Annual dues for the first year shall be prorated and collected by the closing agent or, if none, by the purchaser, at the time of transfer of title and promptly remitted to the Association or its agent. Annual Dues may be adjusted up or down by the membership or the Board of Directors as provided in the Certificate of Incorporation and Bylaws.

(C) Special Assessments for Capital Improvements; Assent; Notice. In addition to the annual dues hereof, the Board of Directors may levy a special assessment ("Assessment") applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement, including the necessary fixtures and personal property related thereto, provided that any such special assessment shall have the assent of 2/3rds of the Owners, voting in person or by proxy, at a meeting duly called for this purpose. Written notice of which shall be given to all members at least ten (10) days in advance, which shall set forth the purpose of the meeting. This provision does not apply to the repair and replacement of any privately dedicated street.

(D) Repair and Maintenance of Streets. Repairs and replacement of privately dedicated streets shall be budgeted and decided at the beginning of each fiscal year by the Board of Directors. As per the pertinent provisions of the Bylaws of the Association, a portion of the annual dues payable each year shall be set aside in a sinking fund and reserved for the continued maintenance and replacement of the Streets, which shall be deposited into a separate account from general operating funds.

(E) Specific Assessments. In addition to the rights and remedies set out elsewhere within this Amended Declaration, including but not limited to Article 1.5, the Association shall have the power to levy specific assessments ("Specific Assessments") against a particular Lot, Owner, occupants and guests for violations of the requirements set out within the Amended Declaration, Bylaws, Rules and Regulations adopted by the Board (the amount of the Specific Assessment to be established by the Association Board), to cover costs incurred in bringing a Lot into compliance with the Amended Declaration, Articles, Bylaws, or Rules (collectively, 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.

(F) Assessment Lien; Priority; Notice of Lien; Recording; Enforcement; Receiver; Mortgagee may pay Assessment All unpaid dues/assessments and annual dues chargeable to any Lot, including any fees, late charges, fines or interest, shall constitute a lien on such Lot prior to all other liens except the following: (1) assessments, liens and charges for taxes past due and unpaid on the Lot, (2) judgments entered in a Court of Record prior to the due date of the annual dues or assessment date, (3) mortgage instruments of encumbrance duly recorded prior to the due date or date of such assessment, and (4) mechanic's and materialmen's liens arising from labor performed or material furnished upon a Lot prior to the due date or date of such assessment. To evidence such lien, the Board of Directors shall prepare a written notice of assessment lien setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot, such a notice shall be signed by one of the Board of Directors or by one of the officers of the Association, or a management agent of the Board of Directors, and shall be recorded in the office of the County Clerk of Canadian County, Oklahoma. Such lien for the annual dues or special assessment shall attach from the due date thereof and impart notice to third parties from the date of the recording thereof. Such lien may be enforced by the foreclosure of the defaulting Owner's Lot subsequent to the recording of a notice or claim thereof by the Association in like manner as a mechanics or materialmen's lien on real property. In any such proceedings the Owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien and, in the event of foreclosure proceedings, the additional costs, expenses and attorney's fees incurred. The owner of the Lot being foreclosed shall be required to pay to the Association the yearly assessment for the Lot during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to purchase a Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. Any mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any unpaid annual dues or special assessments payable with respect to such Lot, and such payment shall not be deemed a waiver by the Association of default by the Lot Owner.

(G) Annual Dues and Assessments Collectible on Sale. Upon the sale or conveyance of a Lot, 1 unpaid annual dues or assessments, including interest and costs and reasonable attorney's fees incurred in collection, shall be first paid out of the sales price or by the purchaser in preference of any other assessments or charges of whatever nature, except the following:

Assessments, liens and charges for taxes past due and unpaid on the Lot;

Judgments entered in a Court of Record prior to the due date of annual dues or a special assessment; Mortgage instruments of encumbrance duly recorded prior to the date of such assessments;

Mechanic's and materialmen's liens arising from labor performed or material furnished upon a Lot prior to the date of such assessment; and

In a voluntary conveyance of a Lot the grantee of the Lot shall be jointly and severally liable with the grantor for all unpaid dues and assessments by the Association, without

prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the management agent or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the Lot conveyed be subject to a Lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

(H) Mortgaging a Lot; Priority; Mortgage Subject to Declaration; Mortgagee in Title-Unpaid Assessments. An Owner shall have the right from time to time to mortgage or encumber his Lot and the interests appurtenant thereto, but the lien created thereby shall be subject to the terms and provisions of this Declaration, and any mortgagee or other lienholder who acquires a Lot through judicial foreclosure, public sale or other means shall be subject to the terms and conditions of this Declaration except as specifically excepted herefrom. Where the holder of a first mortgage of record or other purchaser obtains title to the Lot as a result of foreclosure of the first mortgage or deed in lieu of foreclosure, such acquirer of title shall not be liable for the annual dues or assessments chargeable to such Lot which became due prior to acquisition of title to such Lot by such acquirer.

(I) Non-Exemption from Payment; Board Responsibility to Collect; Interest, Costs, and Attorney Fees; Suit; Notice to Mortgagee. The amount of annual dues and assessments assessed against each Lot shall be the personal and individual debt of the Owner thereof. No Owner may exempt himself from this liability by waiver of the use of enjoyment of any of the Common Areas or by abandonment of their Lot. The Board of Directors shall have the responsibility to take prompt action to collect any unpaid dues or assessments which remain unpaid more than fifteen (15) days from the due date for payment thereof. In the event of a default by an Owner in the payment of the assessment, such Owner shall be obligated to pay interest at the rate of eighteen percent (18%), or such higher rate (provided the same shall not be usurious) as the Board of Directors may from time to time determine, per annum on the amount of the assessment from the due date thereof, together with all expenses, including attorney's fees, incurred to collect such dues or assessments together with late charges as provided by the Bylaws of the Association. Suit to recover a money judgment for obligations may be instigated in Oklahoma County, Oklahoma, and may be maintainable without foreclosing or waiving the lien securing same additionally, in the event that the mortgage on a Lot should so provide, a default in the payment of an obligation shall be a default in such mortgage and if required by the mortgagee by written notice to the Association, the Board of Directors shall give notice of any default in payment of an assessment to the mortgagee.

2.6 Eminent Domain. If part of a Street or a Common Area is acquired by eminent domain, the award must be paid to the Association. The Association shall represent the Lot Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Areas, or part thereof. Each Lot Owner appoints the Association as attorney-in-fact for such purposes.

2.7 Association Rights to Use and To Grant Easements. The Association, in its sole discretion, may from time to time grant easements and rights of way on, across, under and over the Streets or Common Areas to any municipal corporation or public utility company, or

other entity providing water, sewer, gas, electricity, telephone, cable television, or other similar service to the real estate development.

2.8 Prohibition of Employment or Other Pecuniary Gain. No part of the assessments or net earnings of the Association shall inure to the benefit of any Lot Owner or individual, except to the extent that Lot Owners receive the benefits from the maintenance, repair, operations, additions, alterations and improvement responsibility of the Association. No Lot Owner may receive compensation, directly or indirectly, for services rendered as an officer, director or employee of the Association. Any interested director or officer transactions shall fully comply with Oklahoma Statutes governing interested director transactions. All interested director or Board member transactions shall comply with Oklahoma statute governing such transactions.

2.9 Committees. The Association shall establish an Architectural Committee and such other Committees as provided in the Certificate of Incorporation and Bylaws. The Architectural Committee shall exercise all of the rights and powers reserved to the Association for design review and approvals. If, for any reason, the Architectural Committee is not established or operating those rights and responsibilities shall be exercised by the Board of Directors. The Architectural Committee may adopt such reasonable rules, procedures, and forms the committee determines are advisable in its sole discretion. All design review approvals shall be in writing.

2.10 Registration of Mailing Address of Lot Owners; Association Address. Each Owner shall register their mailing address, phone number, and email address with the Association, and notices or demands intended to be delivered to an Owner shall be sent by mail, postage prepaid, addressed in the name of the Owner at such registered mailing address or emailed to the address provided by the Lot Owner. All notices, demands or other notices intended to be served upon the Secretary of the Board of Directors of the Association or served upon the service agent of the Association.

ARTICLE III PROPERTY RESTRICTIONS

3.1 Single Family Residences. All Lots herein shall be occupied as single family residences only and each Lot shall contain only structures for single-families. No residence may be owned or occupied or used for any business or commercial purpose. Owners and/or property management companies shall provide to the Association a copy of each lease agreement, including amendments and renewals, upon its execution. Failure to provide a copy of any lease in a timely manner shall subject to a \$500.00 monthly fine and any administrative, court, or legal fees incurred in addressing such violation.

3.2 Improvements and Alterations; Plans and Specifications; Approval. No building, fence, wall or other improvements or structure, including mail boxes, shall be commenced, erected, placed, moved or maintained upon the subject land, nor shall any exterior addition to or change in any improvement located on the subject land, be made until the complete plans and specifications showing the precise and exact nature, kind, shape,

height, set-back, materials, color and location of the same shall have been submitted in duplicate to and approved in writing by the Architectural Committee (the "AC") as to harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the improvements. The AC may waive this requirement, at its option, by written authorization upon the terms and conditions set forth in such writing.

3.3 Minimum Square Footage. Unless otherwise stated herein, no residence shall contain less than One Thousand Three Hundred (1,300) square feet of living area. The first floor of any two story residence must contain a minimum of Eight Hundred (800) square feet of living area.

3.4 Exterior Requirements. The exterior of any residence shall be at least fifty percent (50%) brick, stone or stucco, and fifty percent (50%) may be of frame or other material which will blend together with the brick, stone or stucco. It is the intention of this restriction to allow panels of materials other than brick, stone or stucco to be used, but in no event shall a continuing wall consisting of fifty percent (50%) of the exterior of the residence be built of any material other than brick, stone or stucco. This restriction is intended to encourage the use on the principal exterior of residences of masonry construction, but may be modified to allow the use of other materials to blend with the environment to eliminate repetition of design. In no event shall out buildings be of a material other than the residence. Chimney materials must be brick, stone or stucco to the top of the first floor plate except where the chimney is on the interior, in which case it need not be brick, stone or stucco.

3.5 Sidewalks; Mailboxes. All Lots shall have a four foot concrete sidewalk across the front of the Lot (and the side of the Lot on any corner Lot), which sidewalk shall lie within six feet of the curb and adjoin to any existing sidewalk on adjacent Lots and shall be maintained by the adjoining Lot Owner so as to remain level. Mail boxes shall be of brick construction.

3.6 Roofs; Solar Panels. Roofs shall be of solar shingles, clay, tile or composition roofing approved by the AC in weathered wood, tan, gray color unless otherwise approved by the AC. Solar panels shall be permitted provided they are professionally installed and maintained.

3.7 Fences. All fences shall be of wood, brick, rock or wrought iron construction and may not exceed 72 inches in height.

3.8 Approvals; Copy of Plans and Specifications Deposited; Lapse of Time Paramount to Approval. Upon approval by the AC of any plans and specifications submitted pursuant to these provisions, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of Association, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the AC fails to approve or disapprove any plans and specifications which may be submitted to it within sixty (60) days after submission, then approval will not be required, and this approval section shall be deemed to have been fully complied with;

however, no deemed approval shall act as a waiver, variance, or approval of any use or structural restriction set out under this Amended Declaration.

3.9 Construction; Limitations, Deviations from Plans and Specifications. Construction or alterations in accordance with plans and specifications approved by the AC shall be commenced within six (6) months following the date upon which the same are approved by the AC (whether by affirmative action or by forbearance from action) and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the AC shall specify. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the AC shall be conclusively deemed to have lapsed, and compliance with the provisions of this section shall again be required. There shall be no deviations from plans and specifications approved by the AC without the prior consent in writing of the AC. Approval for use on any Lot of any particular plans and specifications or design shall not be construed as a waiver of the right of the AC to disapprove such plans and specifications, or any areas or features thereof, in the event such plans and specifications are subsequently submitted for use upon any other Lot or Lots.

3.10 [RESERVED]

3.11 Enforcement; Right to Correct Violations. In the event any building, fence, wall or other improvements or structure shall be commenced, erected, placed, moved or maintained upon any Lot, otherwise than in accordance with the provisions and requirements of these provisions, then the same shall be considered to have been undertaken in violation of these provisions and without the approval of the AC required herein. Upon written notice from the Association, such building, fence, wall or other structure or improvements shall be promptly removed. In the event the same is not removed, or the violation is not otherwise terminated, within fifteen (15) days after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, then the Association shall have the right, through its agents and employees, to assess monetary penalties and Specific Assessments against the Lot owner to be paid within thirty (30) days of assessment and to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate such violation, and the costs thereof shall be assessed against Owner and the Lot upon which such violation occurred. At the board's discretion, monetary penalties may be applied in full, waived, postponed, reduced or otherwise pending a final result on a violation. A statement for the amount thereof shall be rendered to the Owner of the Lot, at which time the assessment shall become due and payable and a continuing lien upon the Lot and an obligation of the Owners, and may be enforced as a judgment lien. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable daylight hour for the purpose of ascertaining whether any violation of the provisions of this paragraph or any of the other provisions or requirements of this Declaration, exists on such Lot. The remedies provided within this section and elsewhere within the Amended Declaration are cumulative.

ARTICLE IV PROHIBITED USES

4.1 Offensive or Noxious Use; Nuisance Activity. The Owner, occupant, or guest of any Lot shall not use or allow the use of such Lot for any purpose which will be noxious, offensive or detrimental to the use of the other Lots or which will create or emit any objectionable, offensive or noxious odors, dust, gases, fumes or other such material or which will in any manner violate any applicable zoning ordinance or other regulations enacted by any duly constituted governmental authority. No noxious or offensive activity shall be carried on, nor shall anything be done therein which may be or may become an annoyance or nuisance. Lot Owners should make a good faith attempt themselves. All noxious or offensive activity should be first handled between Lot Owners of interest, then between Lot Owners and the City (if applicable), then, if such attempts have been exhausted, reported to the board. Full documentation to reach an agreement between Lot Owners is required to be submitted before the board shall take action.

4.2 Mineral Drilling. No drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons within the subject lands shall be permitted.

4.3 Livestock. The keeping of any poultry, cattle, horses or other livestock of any kind or character is prohibited within the Project.

4.4 Refuse Storage; Growth; Lawns. The storage of trash, ashes, or other refuse, except in normal receptacles, is prohibited. Weeds, underbrush or other unsightly growths shall not be permitted to grow or remain in the Project. No trash, ashes or other refuse may be thrown in any other Owner's Lot. Lawns and shrubbery shall be kept mowed and trimmed.

4.5 Signs and Billboards. No signs or billboards, except "for sale" or "for rent" signs, shall be permitted on any Lot without the prior written consent of the AC. Estate sales shall be coordinated through the Association only after approval from the AC and may be subject to a fee set in the discretion of the Board for purposes of defraying wear and tear on the Common Areas.

4.6 Vehicle Parking and Storage. No trucks, campers, recreational vehicles, motor homes or large commercial vehicles, nor any vehicle in the process of being repaired or otherwise presently inoperable, shall be stored or parked within the subject lands. No overnight parking of any vehicle on the street or Lot, other than a concrete driveway, is permitted.

4.7 View From Street or Lot. All clotheslines, garbage cans, equipment, coolers, or storage piles shall be located as not to be visible from any other Lot within the Project. Garbage receptacle screening shall be constructed of materials having a height no greater than four feet and shall be painted, stained, or of a material so as to be aesthetically similar to the adjoining residence. Fence panels placed in front of garbage cans must not exceed four feet (4') in height and must be painted or stained to match the home. Any existing panels may remain as long as they are kept in good condition and repairs are made as needed according to the discretion of the AC.

4.8 Tanks. No elevated tanks of any kind shall be erected, placed or permitted on any Lot.

4.9 Radio or Television Device. No radio or television transmitting or receiving device shall be allowed on any Lot or structure with an exposed antenna that exceeds five (5) feet in height and/or 24 inches in diameter.

4.10 Wind Powered Generators. No wind powered generators shall be allowed on the subject lands.

4.11 Temporary Structure. No trailer, tent or shack shall be erected, placed or permitted, nor shall any structure of a temporary character be used at anytime as a residence without the prior written consent of the AC.

4.12 Household Pets; Care and Restraint; Limit on Number. No animal shall be kept except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No more than four household pets may be kept without written permission of the Association. No pet shall run loose within the Project, and failure to clean up after a pet may result in monetary penalties.

4.13 Basketball goals. Basketball goals are permitted but may not be attached to any structure. All basketball goals must be free standing on a structure designed for that purpose and must be kept in good repair. Any goal that becomes damaged or unusable must be removed. Any portable goal or play equipment shall be stored out of sight when not in use.

ARTICLE V [RESERVED]

ARTICLE VI MISCELLANEOUS

6.1 Severance. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provisions, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

6.2 Failure to Enforce Not Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

6.3 Captions. The captions herein are inserted only as a matter of convenience, and for reference, and in no way define, limit, or describe the scope of this Declaration or

exhibits nor the intent of any provisions hereof.

6.4 Gender. Whenever the context so requires, the use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender and the use of the singular shall be deemed to refer to the plural, and vice versa.

6.5 Covenants to Run with the Land. The covenants, conditions and restrictions of this Declaration shall run with and bind the project and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors and assigns.

6.6 [RESERVED]

6.7 Enforcement at Law or In Equity; Notice to Mortgagee of Uncured Default. Any Owner or the Association shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation. Failure to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Declaration, the Bylaws, or the rules of the Association by self-help abatement (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules). In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred. Any entry onto a Lot or personal property for purposes of exercising this power of self-help shall not be deemed a trespass and the Association shall not be liable for damages incurred to a Lot or personal property when reasonably exercising its rights under this Section.

6.8 Attorneys Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto, as part of the judgment, reasonable attorneys' fees and costs of such suit.

6.9 City of Oklahoma City a Beneficiary. In order that the public interest may be protected, the City of Oklahoma City shall be a beneficiary of any of the covenants herein pertaining to location of uses and access. The City of Oklahoma City may enforce compliance therewith.

IN WITNESS WHEREOF, the undersigned, being a sufficient percentage of the Lot Owners for purposes of amending the Declaration have executed and adopted this amendment

as evidenced by the attached signature pages.

[SIGNATURE PAGES FOLLOWING]

Exhibit “A”

LEGAL DESCRIPTION

ALL LOTS AND BLOCKS, AND ALL RESERVES AND COMMON AREAS WITHIN MILLER’S GATE FIRST ADDITION, A SUBDIVISION TO THE CITY OF OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO.

ALL LOTS AND BLOCKS, AND ALL RESERVES AND COMMON AREAS WITHIN MILLER’S GATE SECOND ADDITION, A SUBDIVISION TO THE CITY OF OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO.

ALL LOTS AND BLOCKS, AND ALL RESERVES AND COMMON AREAS WITHIN MILLER’S GATE THIRD ADDITION, A SUBDIVISION TO THE CITY OF OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO.

ALL LOTS AND BLOCKS, AND ALL RESERVES AND COMMON AREAS WITHIN MILLER’S GATE FOURTH ADDITION, A SUBDIVISION TO THE CITY OF OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO.

ALL LOTS AND BLOCKS, AND ALL RESERVES AND COMMON AREAS WITHIN MILLER’S GATE FIFTH ADDITION, A SUBDIVISION TO THE CITY OF OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO.