

Doc# R 2011 41183
Bk&Pg RB 4942 591-615
Filed 12-05-2011 JRS
04 36 25 PM RT
Cleveland County, OK

FA(4)
61 cc

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE GATES AT LEGACY SECTION VI

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned FIRST AMERICAN TITLE & TRUST COMPANY, Trustee, which is an Oklahoma Corporation organized and existing under and by virtue of the laws of the State of Oklahoma for convenience hereinafter referred to as "OWNER" or "DEVELOPER", does hereby certify that it is the owner and the only corporation, partnership or partnerships, person or persons, having a right, title or interest in all of the land embraced and included in THE GATES AT LEGACY SECTION VI, now plotted into lots, blocks, streets and easements, as shown on the recorded plat of THE LEGACY SECTION VI, in the office of the County Clerk of Cleveland County, Oklahoma All lots shall be considered "REGULAR LOTS" for the purpose of the restrictions and covenants herein contained The Gates at Legacy Section VI are herein collectively referred to as "THE GATES"

For the purpose of providing an orderly development of all the lots and blocks included in the above described plat, and for the further purpose of providing adequate restrictive covenants for the benefit of itself, and its successors in title to the aforesaid lots, the Owner does hereby impose the following restrictions and reservations on THE GATES AT LEGACY SECTION VI located within the boundaries of THE LEGACY SECTION VI to which shall be incumbent upon its successors in title to adhere, and any corporation or corporations, partnership or partnerships, person or persons, hereafter becoming the owner or owners either directly or through any subsequent transfers or in any manner whatsoever, of any lots, The GATES AT LEGACY SECTION VI shall take hold or convey the same, subject to the following restrictions and reservations, to wit

THIS DECLARATION, made on the date hereinafter set forth by FROLICH MASHBURN DEVELOPMENT, L L C , hereinafter referred to as "DECLARANT"

WITNESSETH:

WHEREAS, FIRST AMERICAN TITLE & TRUST COMPANY, Trustee, is the Owner of certain property in Oklahoma City, Cleveland County, and State of Oklahoma, which is more particularly described as

B. Kupprasath F-1644070 25/61.00

The Gates at The Legacy Section VI located within the boundaries of the Legacy Section VI plat, Cleveland County, Oklahoma City, Oklahoma, being a part of the NE/4 of Section 24, T-10-N, R-4-W, I M , Oklahoma City, Oklahoma, more particularly described as follows

Lots Eight (8) thru Fifteen (15) inclusive, Block Twenty-Six (26),
Lots One (1) thru Twenty-Two (22) Inclusive, Block Twenty-Seven (27)
and Lots One (1) thru Five (5) inclusive, Block Twenty-Eight (28), The Legacy Section VI

And Whereas, it is the purpose of this Declaration to cause said real property to be surveyed and platted, under the name of "THE LEGACY SECTION VI" as a residential sub-division

And Whereas, Owner desires to provide for the preservation of the value, upkeep, maintenance, improvement and administration of the community and all improvements now and existing and to establish an entity and agency for such purpose and, in addition, to collect and disburse the assessments and charges hereinafter created

And Whereas, there has been incorporated under the laws of the State of Oklahoma, as a non-profit corporation, an entity to be known as The Gates at Legacy Home Owners Association, Inc , for the purpose of exercising the aforementioned functions

NOW THEREFORE, "OWNER" hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof

ARTICLE I PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The real property which is, and shall be held, transferred, sold, conveyed and occupied, subject to the Declaration is located in the City of Oklahoma City, Cleveland County, State of Oklahoma, and is more particularly described as follows

The Gates at Legacy Section VI located within the boundaries of The Legacy Section VI, Oklahoma City, Oklahoma

A tract of Land located in the Northeast Quarter (NE4) of Section Twenty Four (24), Township Ten North (T-10-N), Range Four West (R-4-W), of the Indian Meridian (I M), Oklahoma City, Cleveland County, Oklahoma, more particularly described as follows

Lots Eight (8) thru Fifteen (15) inclusive, Block Twenty-Six (26),
Lots One (1) thru Twenty-Two (22) inclusive, Block Twenty-Seven (27) and
Lots One (1) thru Five (5) inclusive, Block Twenty-Eight (28),
The Legacy Section VI as shown on recorded plat of The Legacy Section VI

ARTICLE II
MANDATORY MEMBERSHIP IN HOME OWNERS ASSOCIATION;
COMMENCEMENT OF DUES; LIENS

Section 1. Mandatory Membership. Every person who is a record owner of a fee or undivided interest in any single-family residential lot covered by this Declaration and any future Declaration covering all or any part of the Association, including contract Sellers, shall be a **mandatory member** of two home owners associations, **The Legacy Home Owners Association** and **The Gates at Legacy Home Owners Association**. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership for each lot. Membership shall be appurtenant to and may not be separated from ownership of any lot, which is subject to assessment, by the Association. Ownership of such lot shall be the sole qualification for membership. The Certificate of Incorporation of the Association has been properly filed at the Secretary of State. **All information pertaining to the Association is contained in either the Certificate of Incorporation or the By-Laws of The Gates at Legacy Home Owners Association. These documents are available upon request from the Declarant.**

Section 2. “Association’s Maintenance and Responsibility” **The Gates at Legacy Home Owners Association** shall be responsible for

- (a) The maintenance, operation and repair of the private streets, gates, gate operators and entrance to all of Lots within The Gates. Common areas shown on any Legacy plat where the lot owners are made mandatory members of the Association, together with any improvements constructed by Declarant on the subject property to be used by the lot owners, and a Common Area Easement for a fence, sidewalk and common area as described by legal description in Exhibit “C” and shown in the illustrated drawing of described property in Exhibit “D”,
- (b) Mowing, fertilization and spraying of the privately owned yards (This does not include planting or maintaining flower beds or shrubs). On lawn maintenance days, it is the responsibility of each owner to provide access for any lawn contractor to each back yard, to clean up after pets, and to bring them indoors on designated lawn care days.

The Legacy Home Owners Association shall be responsible for

- (c) Common areas, entrances, sprinkler systems or other structures constructed along section line roads, common areas or entry way streets,
- (d) Mowing, fertilization and spraying of the common areas including the section line roads. And any other areas shown on the plat as common right-of-way such as entrances and center medians.

Section 3. “Interim Control of Association; Use of Dues” The Declarant shall have complete control of the Home Owners Association until the development is complete or

the Declarant determines to relinquish full control of the Association to the lot owners. Thereafter, at a meeting called by the Declarant, with due notice to all of the then owners of lots, the Declarant shall turn such non-profit corporation over to the home owners, and such home owners shall accept non-profit corporation. Even after the Declarant relinquishes control, so long as the Declarant is developing the Gates, the Declarant shall retain the right to veto any proposed action of the Association and the Association shall be bound by the Declarant's veto. The Declarant shall have this power of veto notwithstanding any language herein to the contrary.

During the period of Declarant's management of the Association, dues shall be collected as hereinafter provided and shall be used by the Declarant for the maintenance of the yards, the common areas and administrative expenses, but not for any improvements of the Common Areas which may be constructed by the Declarant.

Section 4. "Assessment for Annual Dues and Special Assessments" Except as stated in this Section 4, all Owners shall be obligated to pay the annual dues imposed by the Bylaws and the Board of Directors of The Gates at Legacy Home Owners Association to meet the expenses of The Gates at Legacy Home Owners Association.

"Initial Dues and Due Dates" The Annual Dues are hereby initially set at **\$1,400.00 per year**. Beginning with the conveyance of each lot from the Builder to any owner, assessments for the estimated common expenses shall be due yearly in advance on the first day of January unless another date is specified by written notice from the Board of Directors. In the event the ownership of a lot commences on a day other than the first day of the year, the assessment for that year shall be prorated.

Increase In Dues: If it becomes necessary to increase annual dues to cover expenses paid from the dues, an increase above the maximum assessment for the previous year may be imposed on each lot owner.

"Special Assessments for Capital Improvements; Assent; Notice" In addition to the dues hereof, the Board of Directors and/or Declarant may levy a special 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. No special assessment may be levied upon the Declarant.

"Assessment Lien: Priority; Notice of Lien; Recording; Enforcement; Receiver; Mortgagee May Pay Assessment" All unpaid 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 material men'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 Cleveland 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 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 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.

“Annual Dues and Assessments Collectible On Sale” Upon the sale or conveyance of a lot, all unpaid annual dues or assessments, including interest and costs and reasonable attorney's fees incurred in collections, 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

- (a) Assessments, liens and charges for taxes past due and unpaid on the lot,
- (b) Judgments entered in a Court of Record prior to the due date of annual dues or a special assessment,
- (c) Mortgage instruments of encumbrance duly recorded prior to the date of such assessments,
- (d) 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 grantees right to recover from the grantor the amounts paid by the grantee therefore. 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 by subject to a lien for any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

“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 lien holder 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 here from. 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

“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 his 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 dues or an 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 dues or 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 Cleveland 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

“Exempt From Dues” While in title (ownership) to any of the lots in The Gates, First American Title & Trust, Trustee, for Frolich-Mashburn Development, L L C (The developers of The Gates) or any current or future entities of the above mentions and any active home builder shall not pay dues in The Gates at Legacy Home Owners Association

Section 5 “Rules and Regulations; Fines; Enforcement” The Board of Directors is empowered to adopt Rules and Regulations together with the authority to impose fines, all of which shall be binding on all owners as is fully set forth herein

“Adoption of Rules” Written notice of any proposed adoption, modification or change of a rule or a fine shall be given to the members. Said written notice shall provide at least five (5) days notice of the meeting wherein the Board proposes to adopt the rule or fine and afford any owner the opportunity to be heard in that regard. At the conclusion of the meeting the Board may adopt the rule or fine as published or make modifications prior to final decision

“Due Process” In order to afford or afford due process to each owner before any punitive action may be finally imposed by the Board of Directors, each owner shall have the right of a hearing before the Board of Directors, en banc for the purpose of avoiding or mitigating any penalty, fine or punitive action. The owner shall be afforded not less than ten (10) days written notice of the hearing. At the hearing, both the Association and the owner may produce evidence and present witnesses. The Board of Directors shall

promptly resolve the dispute and announce its decision, which in such instances shall be final as to all matters

“Notice” New owners shall be afforded copies of the rules upon notice of the Association of the change of title (closing of a sale)

Section 6 “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 improvements responsibility of the Association. No lot owner or any business in which a lot owner has an interest may receive a credit or compensation, directly or indirectly, for services rendered as an officer, director or employee of the Association

Section 7 “Committees” (Architectural Committee) The Association shall establish an Architectural Committee and such other committees as needed. The Architectural Committee shall exercise all of the rights and powers reserved herein to the Declarant once those rights have been transferred pursuant to the provisions of paragraph entitled “Transfer or Reserved Rights” (page 20). The Architectural Committee is comprised of the following members

J W Mashburn
Connie Mashburn
Jesse Mashburn
Stan Harrison

The purpose of the Committee is to promote good design and compatibility within the subdivision and in its review of plans, specifications, plot plans, any fencing, color schemes and materials or determination of any waiver as hereinafter authorized, may take into consideration the nature and character of the proposed structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. No dwelling, building, wall, storage shed, cabana, greenhouse, playhouse, pergola, or other improvement or structure shall be erected, placed or altered on any lot located in the above described addition until after the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in said subdivision, and as to location of the building with respect to topography and finished ground elevation, and with respect to side lot and front building set back lines, by a majority of the above mentioned Architectural Committee or their duly authorized representative or successors. In the case of the death or resignation of any member or members of said committee, the owner shall have the authority to appoint successor members to the above named committee to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and said newly appointed member or members, shall have the same authority hereunder as their predecessors to approve or disapprove such design or location as above set forth. If the aforesaid committee, their authorized representatives or successors fails to approve or disapprove such design and location within thirty (30) days after building plans, building specifications, and plot plan have been submitted to them such approval

shall be deemed granted and this covenant shall be deemed to have been fully complied with. In the event that building plans, specifications, and plot plan showing the location of such building are not submitted prior to construction, the owner of the lot is in violation of this covenant and it shall not be deemed to have been waived by the fact that the owner does not object to a particular violation prior to completion of construction. The owner may at any time after completion of construction bring an action requiring the lot owner to comply with all restrictions herein contained. If the Architectural Committee chooses to grant a waiver subsequent to completion because of hardship, such action shall not be deemed a precedent for similar violations in the future. The Architectural Committee shall be authorized to grant a waiver from any restriction herein contained. The Architectural Committee shall not be liable for any waiver granted or any approval, disapproval or failure to respond to a particular request.

Section 8 “Registration of Mailing Address of Lot Owners; Association Address”

Each owner shall register his mailing address with the Association, and notices or demands intended to be served upon an owner shall be sent by mail, postage prepaid, addressed in the name of the owner as such registered mailing address. All notices, demands or other notices intended to be served upon the Secretary or managing agent of the Board of Directors of the Association at 8520 S. Pennsylvania, Oklahoma City, OK 73159.

Section 9 “Operation of Gate During Construction Period” The subject property is a privately gated community, however, the gates will not be made operable until the earlier of (a) the Association has been turned over to a home owner elected Board of Directors or (b) earlier at the option of the Declarant if circumstances allow. Normally activation of the gates will occur within sixty (60) days after the election of the first home owner controlled Board of Directors. However, in no event shall the Association close the gates during normal business hours which shall be defined for these purposes as daylight to dusk, including weekends, so long as the Declarant or any builder has homes for sale in the addition.

Section 10 “Mandatory Mediation/Arbitration” Any owner, by acceptance of a deed to a lot in the Subject Property, does hereby agree to mandatory mediation and arbitration of any dispute between that owner and the Association or any other owner the subject of which is the violation of non-compliance with the terms of these Covenants or Bylaws of the Association. The terms and procedures to be followed are set forth in the Bylaws of the Association and may be modified or expanded as provided therein.

Section 11 “Mandatory Membership in Main Association – “The Legacy Home Owners Association” The owners herein are also mandatory members in the main Association and must pay the dues, which are for the year 2011 \$200.00 per year paid in advance, and abide by the Rules and Regulations contained in the Declaration of Covenants, Conditions and Restrictions. In the event the ownership of a lot commences on a day other than the first day of the year, the assessment for that year shall be prorated.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS:

Section 1 “Membership” Every owner of a lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot, which is subject to assessment.

Section 2 “Voting Rights” The Association shall have two classes of voting Membership.

Class A – The Class “A” Members shall be all owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B – The Class “B” Members shall be the Declarant and shall be entitled to six (6) votes for each lot owned. The Class “B” Membership shall cease and be converted to Class “A” membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class “A” membership equals the total votes outstanding in the Class “B” membership, or
- (b) March 31, 2032

ARTICLE IV
PROPERTY RESTRICTIONS:

Section 1 “Single Family Residences” All lots herein shall be occupied as single family residences only. The term “Single Family” is intended to prohibit multiple families from permanently living in the same unit. No residence may be owned or occupied for any commercial purpose. No residence may be occupied by more than two unrelated persons. This provision shall be strictly enforced if, in the sole discretion of the Architectural Committee or the Home Owners Association, the multiple family situation has become a nuisance to the neighbors. No structures shall be erected, altered, placed or permitted to remain on any lot and/or building site in said addition, other than single family residences not to exceed two stories in height.

Section 2 “Improvements and Alterations; Plans and Specifications; Approval” Except for construction by the Declarant, 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 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 Architectural Committee may waive this requirement, at its option, by written authorization upon the terms and conditions set forth in said writing. After the initial construction, this right of approval of changes or modifications to the construction described herein shall automatically pass to the Association.

Section 3 “Minimum Square Footage” Unless otherwise stated herein, no residence shall contain less than One Thousand Five Hundred (1,500) square feet of living area. The first floor of any two story residence must contain a minimum of One Thousand (1,000) square feet of living area.

Section 4 “Exterior Requirements; Foundations; Fireplaces; Color Selections” The exterior of any residence shall be at least eighty-five percent (85%) brick, stone, stucco or drivit, and fifteen percent (15%) may be of frame or other material which will blend together with the brick, stone, stucco or drivit. It is the intention of this restriction to allow panels of materials other than brick, stone, stucco or drivit to be used, but in no event shall a continuing wall consisting of eighty-five percent (85%) of the exterior of the residence be built of any material other than brick, stone, stucco or drivit. This restriction is intended to encourage the use of 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.

Foundations must be of footing and stem construction with no exposed stem walls. No pier and grade construction is allowed.

Fireplaces Fireplaces with an outside chimney chase shall be constructed as follows

- (a) All flues must meet City code, but in no case shall the outside diameter of the flue be larger than seven inches (7”).
- (b) All flues on the front or side of the house shall be constructed of one hundred percent (100%) masonry veneer or drivit exterior which goes to within eight inches (8”) of the flue top or cap.
- (c) Direct vented fireplaces shall vent out of a side or rear exterior wall or thru the roof of the home.
- (d) All fireplaces shall conform to the City requirements for a woodburning fireplace. The chimney must be no less than three feet (3’) higher than the roof at the point where the chimney passes through the roof. The chimney must also be at least two feet (2’) higher than any portion of the building that is within a ten foot (10’) radius of the chimney.

Color Selections (Exhibit A): The exterior building materials (paint, brick, stone, guttering) are restricted to the choices shown in attached **Exhibit “A”**. Maintenance or repairs made to your home regarding the paint, brick, stone or guttering must remain consistent with the exterior building materials selections. No variance to change any

color selections will be accepted without written approval by the Architectural Committee prior to any changes

Section 5 “Storage Sheds and Other Detached Structures” Detached storage buildings are permitted so long as the structure conforms to the exterior requirements and the roofing requirements. It is the intent of this provision that the storage building conform exactly to the original home. The following are specifications

- (a) Not to exceed ten feet by ten feet (10' x 10')
- (b) Six foot (6') wall height
- (c) Roof pitch shall be a 4/12 i.e., the roof ridge can be no higher than twenty inches (20") above a six foot (6') fence.
- (d) Residence must have a 6' perimeter site proof fence
- (e) Building must be located a minimum of 3' from any fence.

A custom building must be built of the same type building and roofing material that is used in the home; however, it does not have to be bricked. Specifications of storage buildings as to location, size, material and height shall be submitted to the Architectural Committee for approval before installation. The Architectural Committee may, in its discretion, waive or grant a variance in whole or in part to the restrictions in this section, however, such waiver or grant of variance must be in writing. Any storage building that does not conform to these requirements must be completely hidden from the street and any adjoining property owners.

Section 6 “Driveways; Sidewalks; Mailboxes”

Sidewalks – All lots shall have a four foot (4') concrete sidewalk across the front of the lot (and the side of the lot on any corner lot) and adjoin to any existing sidewalk on adjacent lots

Mailboxes – Shall be restricted to a Keystone Mailbox with deluxe post and address plaque to be installed by the builder at each home site (**See Exhibit “B” Attached**). In the event replacement is necessary at some later date, the mailbox must be replaced with the same style as shown in **“Exhibit ‘B’** within fifteen (15) days by property owner or the Developer shall have the right to enter onto property to replace and request reimbursement from owner. If Developer is not reimbursed, Developer may file evidence thereof as a lien against the property.

Driveways - Shall be concrete construction. The width of the driveway in as far as its capacity to park cars side by side shall not exceed the number of cars to be parked in the garage. The width of driveway cannot be for three (3) cars if the width of the garage is for two (2) cars.

Section 7 “Roofing Materials and Roof Pitch” Roofs may be constructed using composition shingles provided said shingles meet the appropriate minimum criteria shown below

Composition Roofs: All composition roofs shall be constructed using no less than a thirty (30) year fiberglass laminated shingle with a limited lifetime warranty (as of 2011), together with manufactured ridges (Z Ridge, Timbertex or

an equivalent product) and W-Valleys (with a colored baked-on finish) The color of the shingles shall be restricted to the weathered wood sold by the manufacturer Must use one of the following manufacturers Tamko, Atlas, GAF, Owens Corning If shingles are discontinued, builder will use said manufacturer's replacement No three tab shingles allowed

Roof Pitch: 10/12

A majority of the Architectural Committee may, in its discretion, waive in whole or in part the restrictions in this paragraph; provided such waiver is obtained in writing in advance of construction

Section 8 "Fences" A detailed drawing or brochure of the intended fencing material along with a plot plan showing the intended location of the fence must be submitted to the Developer or Architectural Committee for written approval prior to installation. No double fencing is allowed. If there is an existing fence that abuts a lot, the fences must join If brick columns are used, they must match the house **Chain link, other metal fencing and vinyl fencing is prohibited** No fences shall be installed to extend beyond any building line on the front or side of each residence or lot. Fences on the back of each lot or residence must be installed on the property line The property line pins must be located by the resident or contractor installing the fence to assure there are no encroachments to neighboring property The Architectural Committee may, in its discretion, waive or grant a variance in whole or in part to the restrictions in this section as to fences, however, such waiver or grant of variance must be in writing

Section 9 "Wall Repairs/Replacement" Damages, repairs or deterioration caused by normal wear and tear to the perimeter wall/fence will be the responsibility of the developer/declarant so long as the lots are owned by developer/declarant. After the sale of an improved lot to a home owner, that home owner shall be totally responsible to provide ample "Other Structures" insurance within their home owners policy to provide coverage to repair damages to the perimeter wall/fence that are located directly behind or alongside their property Deterioration caused by normal wear and tear (such as mortar, foundation, brick, or an act of God) shall be the responsibility of each home owner In the event that two home owners share a fence between the two properties, then each home owner shall share equally in the costs

Section 10 "Landscaping & Trees & Tree or Shrub Replacement" All builders must preserve all existing trees as much as possible to every practical extent All builders must provide at least one (1) tree at least two and one-fourth inches (2 1/4") caliper measured six inches (6") from ground level, (either existing or to be planted) in the area between the building line and the street right-of-way. Corner lots must have two (2) trees, one (1) on each street **Trees planted by builder may be either Chinese Pistache or Lace Bark Elm** If any tree dies, it must be replaced within thirty (30) days by the property owner or the Developer may replant the tree(s) and be entitled to reimbursement therefore The Developer shall have the right to enter onto the property for the purpose of replanting. If the Developer is not reimbursed, the Developer may file evidence thereof of record as a lien against the property and foreclose such lien as allowed by law

for the foreclosure of liens generally All builders must landscape the front yards with appropriate shrubs and plantings that are customary and usual for homes in The Gates The Architectural Committee shall, in its sole discretion, determine when a homeowner is in violation of this restriction

Section 11 “Construction; Limitations, Deviations From Plans & Specifications”

Construction or alterations in accordance with plans and specifications approved by the Architectural Committee shall be commenced within six (6) months following the date upon which the same are approved by the Architectural Committee (whether by affirmative action or by forbearance from actions), and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Architectural Committee shall specify In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Committee shall be conclusively deemed to have lapsed, and compliance with the provisions of this paragraph shall again be required There shall be no deviations from plans and specifications approved by the Architectural Committee without the prior consent in writing of the Architectural Committee 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 Architectural Committee 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

Section 12 “Certificate of Compliance” Upon the completion of the construction or alteration of any building, fence, wall or other improvements or structure in accordance with plans and specifications approved by the Architectural Committee, the Architectural Committee shall, at the request of the owner thereof, issue a certificate of compliance which shall be prima facie evidence that the building, fence, wall, or other improvements or structure referenced in such certificate has been approved by the Architectural Committee and constructed or installed in full compliance with the provisions of this article

Section 13 “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 Architectural Committee required herein Upon written notice from the Architectural Committee, 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 Architectural Committee shall have the right, through its agents and employees, to enter upon such lot and 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 A statement for the amount thereof shall be rendered to the owner of said lot, at which time the

assessment shall become due and payable and a continuing lien upon said lot and an obligation of the owners, and may be enforced as a judgment lien. The Architectural Committee 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.

ARTICLE V **PROHIBITED USES:**

Section 1 “Offensive or Noxious Use; Nuisance Activity; Gardens” The owner 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. **Gardens** shall be permitted providing they are not visible from any neighboring property.

Section 2 “Storage Tanks” No tank for the storage of oil, water, or other fluids, or any other substance regardless of nature, may be maintained above the ground and outside an authorized structure on any of the lots without the consent in writing of the Architectural Committee.

Section 3 “Mineral Drilling” No drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons within the subject lands shall be permitted.

Section 4 “Livestock, Dogs & Cats” No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. Under no conditions shall a **Pit Bull** dog be kept even temporarily on any lot. No type of animal shelters (houses), dog runs, fenced areas shall be visible from the street or neighboring property. No pets may be permitted to run loose. Each owner of a pet shall be responsible for seeing that his pet does not leave animal waste on a neighbor's property. In other words the “pooper scooper” law shall be in effect.

Section 5 “Dumping on Vacant Lots Prohibited” No trash, ashes, grass clippings or other refuse may be thrown, placed or dumped on any vacant lot.

Section 6 “Signs” The construction, erection or maintenance of a sign or billboard on any lot or building site is specifically prohibited, except that a sign or billboard advertising the rental or sale of such property is permitted, provided it does not exceed eight (8) square feet in size, unless specific written consent is obtained in advance from

Architectural Committee All signs must be removed after closing or house is occupied

Section 7 “Vehicle Parking, On-Street Parking and Storage” No vehicles of any type shall be stored permanently on any lot or driveway. No automobile, camper, recreational vehicle, motor home, large commercial vehicle, truck, boat, trailer of any type, vehicle in the process of being repaired or otherwise presently inoperable, shall ever be temporarily or permanently parked or located beyond the front property line on each lot, as same is shown on the recorded plat. It is not the intention of this paragraph to exclude the temporary parking of passenger automobiles on any portion of the garage driveway that is located beyond the front property line. Temporary parking shall not be defined as to include overnight parking. **“On-Street” parking, even temporarily, is specifically prohibited.**

Section 8 “Garbage Cans” Garbage cans shall be made available for collection, and then only for the shortest time reasonably necessary to effect such collection. Trash containers shall be stored out-of-sight, possibly behind a fence or as far away from the front of your home as necessary so as not to become a nuisance to neighboring properties. Garbage Cans or Recycling Containers should never be stored in front of your home or on driveway within visibility of the street.

Section 9 “Hot Tubs” Above ground hot tubs are permitted, however, must be concealed by a six foot (6’) site proof fence surrounding the outer most boundaries on any particular lot as defined in the section heading referring to Fences, Page 12

Section 10 “Tanks; Swimming Pools ” No elevated tanks of any kind shall be erected, placed or permitted on any lot. No above ground swimming pools are allowed.

Section 11 “Skateboards; Bicycle Ramps” No skateboard or bicycle ramps may be constructed on any yard or Common Element

Section 12 “Window Cooling/Heating Devices” No window air conditioning or heating units are permitted

Section 13 “Commercial and Church Buildings Prohibited” No building or structure of any sort may ever be placed, erected or used for church, business, professional trade or commercial purposes on any portion of any lot or block in The Gates except that this prohibition shall not apply to any building or structure that may be placed on any lot, or portion of a lot, that is used exclusively by a public utility company in connection with the furnishing of public utility service to such addition.

Section 14 “Commercial Activities Prohibited” No church, business, professional office, trade or commercial activity of any sort may ever be conducted in any residence or building of any sort, or upon any portion of any lot or block. This restriction is not intended to prohibit those types of in-home commercial activities which can be conducted

in such a manner that the neighbors are unaware of the existence of the business, such as bookkeeping, sales conducted via telephone or the internet, etc

Section 15 “Clothes Drying Facilities” No outside clothes drying or airing facility shall be visible from streets or neighboring property

Section 16 “Satellite Receiving Dishes, Other Antennas, Wind Powered Generators” Satellite receiving dishes, small DSS disks, radio or television antennas shall be allowed provided they are not visible from the street They shall be placed in such a manner as to be unobtrusive as possible, not visible from passing cars and to the degree possible from any other lot, conditioned on the ability of the homeowner to receive the appropriate satellite, satellite radio or television signal **No wind powered generators shall be allowed on any lot**

Section 17 “Tree Houses, Platforms, Play Towers & Other Similar Structures” Any outdoor play structure must first have written approval from The Architectural Committee or Developer. Each resident is allowed one child’s outdoor play structure such as a play tower, swing set or trampoline that may be seen above a 6’ fence line to exist in their backyard providing the backyard has a site proof fence on the front and side portions of the backyard and the placement of such structure is set such that it cannot be seen from the street in front of the residence The Architectural Committee or Developer, may in its discretion, waive in whole or in part the restrictions in this paragraph, provided such waiver is obtained in writing

Section 18 “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 Architectural Committee

Section 19 “Mobile Homes Prohibited” Mobile homes of any type are specifically prohibited from being located even temporarily on any lot

Section 20 “Modular Homes Prohibited” No modular homes shall ever be constructed or erected on any lot

Section 21 “Boats, Trailers and Other Vehicles” Boats, trailers or other vehicles, except mobile homes, which are not normally used as every day transportation may be kept on the premises provided they are totally concealed from the streets and are not visible from any other lot **No temporary or overnight parking on any portion of the driveway will be permitted.**

Section 22 “Basketball Goals” Permanently installed basketball goals are not permitted Basketball goals, if used, must be portable They are not to become a permanent fixture on your driveway When not in use, they must be stored as inconspicuously as possible so they are not prominently noticeable when driving on the street

Section 23 “Garages” Every single-family residential site will have a private garage for not less than two (2) cars, but not more than three (3) cars. Garages must be at least two cars wide and must be attached to, or built within a residence.

Section 24 “No Garage Conversions” The garage of a residence may not be converted for any other use or purpose except parking of the owner’s vehicles. This prohibition does not apply to any conversion by the Declarant for use as a sales office, however, such conversion by the Declarant would be temporary and any garage so converted shall be returned to its original purpose.

Section 25 “Garage Sales” No garage sales shall be conducted without the express written permission of the Architectural Committee.

Section 26 “Garage Doors” Every garage door or doors shall meet with specifications promulgated by the Architectural Committee. Such doors shall remain closed as a general rule thereby preventing the garage inside area from being constantly visible.

Section 27 “Repair of Buildings and Improvements” No building or improvement upon any lot shall be permitted to fall into disrepair, but shall at all times be kept in good condition and repair and adequately painted or otherwise finished. The Architectural Committee shall have the sole authority to determine when a lot is not being maintained in a reasonably clean and orderly manner. Upon failure of the owner of each lot to abide by the conditions herein stated, the Declarant and/or home Owners Association may, in its discretion, trim trees, repair fences, repair or replace mail boxes, remove trash or refuse and levy an assessment upon such lot for the cost involved, which assessment shall constitute a lien upon such lot to the same extent as is provided elsewhere herein with respect to other assessments.

Section 28 “Previously Constructed Structures Prohibited” No existing erected building or structure of any sort, except, a construction office, may be moved onto and/or placed on any of the above described lots, building site or blocks, it being the intention of this covenant definitely to prohibit the moving onto and/or placing of existing residential structures on any of the lots and/or blocks.

Section 29 “Association’s Maintenance, Operation, Repair and Alterations Responsibility” The Association shall be responsible only for the maintenance, operation and repair of the common elements and the yard area of each lot, including lawn maintenance, with access from each owner to each back yard being given to any lawn contractor (This does not include planting or maintenance of flower beds). It is the responsibility of each owner to clean up after pets, and to bring them indoors on designated lawn care days.

Section 30 “Water Obstruction” No structure of any kind that would impede or obstruct the natural flow of water shall be placed within the banks or bed of any creek or

stream of water within the addition or below the 100 year flood line No trash, grass clippings or debris shall be dumped or placed within the banks of any such creek or stream of water or upon any vacant lot within the addition The owner of each lot shall be responsible for the proper maintenance of the banks and bed of the portion of any creek or stream of water that is located within the boundaries of the lot.

Section 31 “Surface Drainage” Each lot shall receive and drain in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation, and from public streets and easements. No lot owner shall construct or permit to be constructed, any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot The Architectural Committee may, in its discretion, waive in whole or in part the restrictions in this paragraph; however, such waiver must be in writing The foregoing covenants set forth in this paragraph shall be enforceable by any affected lot owner, and by the City of Oklahoma City

Section 32 “Erosion Control” Any type of erosion control (retaining wall, fence, shrubbery, etc) must be approved by the Architectural Committee prior to installation

ARTICLE VI DECLARANT’S RESERVATIONS:

Section 1 “Right to Amend; Special Amendment” Declarant hereby reserves and is granted the right and power to record a Special Amendment to this Declaration at any time and from time to time which amends this Declaration,

- (a) To comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran’s Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or
- (b) To induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering lots. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a special amendment on behalf of each owner Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a lot and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of the Declarant to make, execute, and record special amendments No special amendment made by Declarant shall affect or impair the lien of any first mortgage upon a lot or any warranties made by owner or first mortgagee in order to induce any of the above agencies or entities to make, purchase, insure, or guarantee the first mortgage on such owner’s lot

Section 2 “Amendment as to Unsold Lots; Waiver” Declarant hereby reserves the right to revoke or amend these Declarations, by written instrument filed of record in the County Clerk’s office, to remove or amend the restrictions set forth herein on any lot owned by Declarant except, however, any amendment involving ownership or maintenance of any common area must receive the express written approval of the City of Oklahoma City. The Declarant shall have the power to grant to any owner a waiver, variance, or exception of and from any of the provisions of this Declaration.

Section 3 “Declarant Business Office; Models” Declarant and any builder active in the addition may maintain a business and sales office, models, and other sales facilities necessary or required until all of the lots are sold.

Section 4 “Additional Property” Declarant reserves the right to dedicate any adjacent property now owned or subsequently acquired by Declarant or its successors or assigns to the Home Owner’s Association established herein, at Declarant’s option. If Declarant chooses to dedicate future property to the Association said dedication shall be controlled by Declaration of Covenants, Conditions and Restrictions filed for that subdivision, and not these Declarations. Any common areas designated on the plats of said adjacent properties shall be deeded to the Home Owner’s Association and accepted by them as is fully described herein.

Section 5 “Transfer or Reserved Rights” After Declarant has sold all lots owned by him, any and all rights reserved herein shall be transferred to and become vested in the Home Owner’s Association, with the exception of those rights granted or reserved to the builders in the addition so long as said builders still own lots or homes for sale in the addition.

**ARTICLE VII
MISCELLANEOUS:**

Section 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.

Section 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.

Section 3 “Section Headings; 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 provision hereof.

Section 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

Section 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 Declarant or any owner, their respective legal representatives, heirs, successors and assigns

Section 6 “Declarant Easement” Declarant has an easement as may be reasonably necessary for the purpose of discharging Declarant’s obligations or exercising Declarant’s rights reserved herein

Section 7 “Enforcement At Law Or In Equity; Notice To Mortgagee Of Uncured Default” Any owner or Declarant, so long as Declarant has a record interest in the covered property, 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 provision 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 constrained shall in no event be deemed a waiver of the right to do so thereafter

Section 8 “Attorney’s Fees” In the event action is instituted to enforce any of the provisions contained in this Declaration, including collections of annual dues, the party prevailing in such action shall be entitled to recover from the other party thereto, as part of the judgment, reasonable attorney’s fees and costs of such suit

Section 9 “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 Oklahoma City may enforce compliance therewith

In WITNESS WHEREOF, undersigned owner has caused this instrument to be executed at Oklahoma City, Oklahoma on this _____ day of _____ 2011

FIRST AMERICAN TITLE & TRUST COMPANY,
A Corporation, Trustee

ATTEST

_____ By C. Hayden Chapman

Secretary
STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

The Foregoing instrument was acknowledged before me this 5th day of December, 2011, by C. Hayden Chapman, Vice President of first American Title & Trust Company, on behalf of the corporation

WITNESS MY HAND and official seal the day and year last above written

Bobbie Jo Kopepasah
Notary Public

Commission Expires 2/21/12
Notary Number 08001798

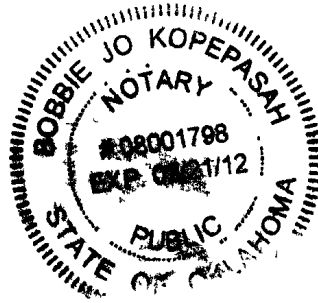


EXHIBIT "A"

**ATTACHMENT TO THE COVENANTS, CONDITIONS & RESTRICTIONS
EXTERIOR COLOR SELECTIONS
THE GATES AT LEGACY SECTION VI**

Color Schemes	Exterior Paint Color	Accent Trim Paint Colors	Guttering Alum. Seamless	Brick
Options	Sherwin Williams	Sherwin Williams	Spectra	Trinity Brick
"A"	#SW7668 March Wind	#SW7671 On The Rocks or #SW7673 Pewter Cast	Colonial Gray	Covington
"B"	#SW7528 Windsor Greige	#SW7531 Canvas Tan or #SW7535 Sandy Ridge	Wicker	Covington
"C"	#SW7035 Aesthetic White	#SW7036 Accessible Beige or #SW7038 Tony Taupe	Linen	Covington
"D"	#SW7519 Mexican Sand	#SW7511 Bungalow Beige or #SW7525 Tree Branch	Buckskin Brown	Covington

- 1 Select One Color Scheme Option - No Mixing w/Other Color Schemes
- 2 Pick only one of the two Accent Colors to match your Color Scheme Option
3. Guttering Color Determined by Color Scheme Option Choice
- 4 No Choices for Brick - All Brick is Covington
5. Front Door will be stained same color as interior house stain color or may be painted color of your choice

Coronado Stone (Only if have stone accents)	
Series	Color
Country Castle	Ohio Blend
Idaho Dry Stack	Carmel Mountain
Idaho Dry Stack	Aspen
Minnesota Fieldstone	Chablis
Eastern Ledge	Aspen

EXHIBIT "B"

THE GATES AT THE LEGACY SECTION VI

KEYSTONE MAILBOX WITH DELUXE POST & ADDRESS PLAQUE

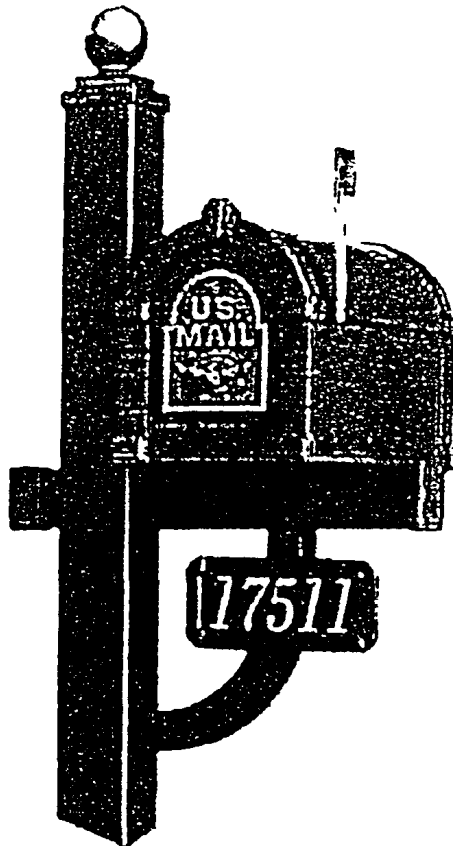


EXHIBIT "C"

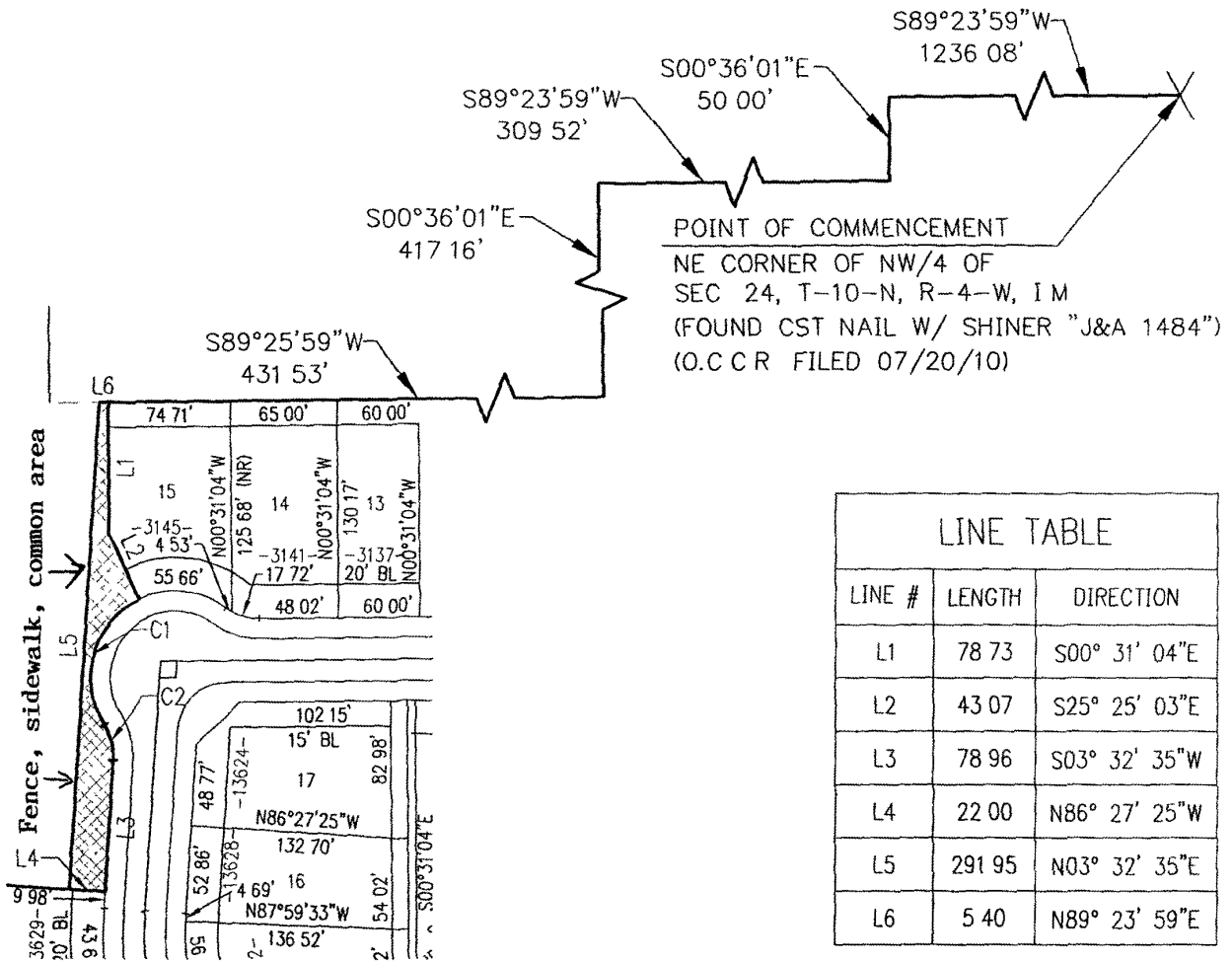
LEGAL DESCRIPTION – THE LEGACY VI
COMMON AREA EASEMENT

A tract of land lying in the Northeast Quarter (NE/4) of Section Twenty-four (24) of Township Ten North (T-10-N), Range Four West (R-4-W) of the Indian Meridian (I M), Cleveland County, Oklahoma, said tract being more fully described as follows

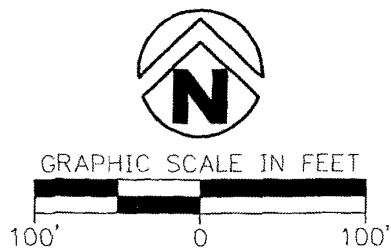
COMMENCING at the Northeast Corner (NE/C) of said Northeast Quarter (NE/4),
Thence S 89°23'59" W along the North line of said Northeast Quarter (NE/4) a distance of 1236 08 feet,
Thence S 00°36'01" E a distance of 50 00 feet to a point being the Northeast Corner of "The Legacy Section VI" according to the recorded plat thereof,
Thence along the boundary of said "The Legacy Section VI" the following three (3) calls
 Thence S 89°23'59" W a distance of 309 52 feet,
 Thence S 00°36'01" E a distance of 417 16 feet,
 Thence S 89°23'59" W a distance of 431 53 feet to the Point of Beginning,
Thence S 00°31'04" E a distance of 78 73 feet,
Thence S 25°25'03" E a distance of 43 07 feet to a point on a curve,
Thence along a curve to the left with a radius of 52 00 feet, a chord bearing of S 15°50'55" W, and a chord distance of 78 17 feet for an arc distance of 88 46 feet,
Thence along a curve to the right with a radius of 35 00 feet, a chord bearing of S 14°40'16" E, and a chord distance of 21 88 feet for an arc distance of 22 25 feet,
Thence S 03°32'35" W a distance of 78 96 feet,
Thence N 86°27'25" W a distance of 22 00 feet,
Thence N 03°32'35" E a distance of 291 95 feet,
Thence N 89°23'59" E a distance of 5 40 feet to the Point of Beginning, said tract containing 0 10 acres, more or less


November 16, 2011

EXHIBIT "D"



CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	88.46	52.00	97.47	S15° 50' 55"W	78.17
C2	22.25	35.00	36.43	S14° 40' 16"E	21.88



 Crafton Tull architecture engineering surveying 405 787 6270 405 787 6276 www.craftontull.com	SHEET NO 1 of 1 DATE 11-16-11 PROJECT NO 106072-00
	214 E Main Oklahoma City, Oklahoma 73104 <small>CERTIFICATE OF AUTHORIZATION CA 172 (P&S) EXPIRES 6/30/2013</small>