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**FOR THE RECORDER**

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**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HIGHGARDEN, A RESIDENTIAL COMMUNITY TO THE CITY OF EDMOND, OKLAHOMA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE RECORDED PLATS THERETO**

**WHEREAS**, the Declaration of Covenants, Conditions, and Restrictions of High Garden Phase 1 is on file within the Oklahoma County Clerk's office at Book 13749, Page 1473, (the "Declaration") for the residential community located in the City of Edmond, Oklahoma County, Oklahoma (the "Addition"). The Addition is a platted residential addition having a legal description set out within Exhibit "A" attached hereto.

**WHEREAS**, the first Amendment to Declaration of Covenants, Conditions, and Restrictions for High Garden Phase I is on file within the Oklahoma County Clerk's office at Book 14030, Page 675, (the "First Amended Declaration") for the Addition.

**WHEREAS**, the Declaration of Conditions, Covenants and Restrictions for Highgarden Phase 3 is on file within the Oklahoma County Clerk's office at Book 15154, Page 1419, (the "First Supplemental Declaration") for the Addition.

**WHEREAS**, the Declaration of Conditions, Covenants and Restrictions for The Woods at Highgarden is on file within the Oklahoma County Clerk's office at Book 14438, Page 1619, (the "Second Supplemental Declaration") for the Addition.

**WHEREAS**, a sufficient percentage of the undersigned owners desire to amend Sections 1, 11, 13, and 14 of the Land Use Restrictions article of the Declaration, Section 7 of the General Provisions article of the Declaration, and the title of the High Garden Homeowners Association article, and to add a new section to the Improvements by Declarant article of the Declaration as provided herein, and this Amendment is made effective as of the date of filing by a sufficient percentage of the undersigned Lot Owners whose ballots are attached hereto.

**NOW THEREFORE**, the following amendments to the Declaration are 1) adopted by the Owners; 2) to run with the land and each Lot within the Addition; 3) for the protection of property values, the health, the welfare, and safety of the Owners and Lots; 4) deemed reasonable in both procedure and substance by the Owners; 5) shall be binding on the Owners, their heirs, successors, and those having any right, title, or interest to the Lots and shall inure to the benefit of each Owner, and 6) may be enforced by High Garden HOA, Inc. (the "Association") and the Owners. The Declaration as described above are hereby amended in the following manner:

**AMENDMENT 1.** Section 1 of the Land Use Restrictions article to the Declaration is hereby deleted in its entirety and replaced with the following:

**Section 1. Use and Occupancy.**

(a) All lots shall be used for private residence purposes only. No store or business, no gas or automobile service station, no flat, duplex, or apartment house, though intended for residence purposes, and no building of any kind whatsoever shall be erected or maintained thereon, except private dwelling houses, and such dwelling house being designated for occupancy by a single family in its entirety.

(b) All Lots shall be only used as Owner-occupied Lots for the first twelve (12) consecutive months after each transfer of title to such Lot. "Owner-occupied" shall mean a Lot whose occupants are the Owner, the Owner's family by blood, marriage, or adoption within the third degree of consanguinity (e.g., grandparents and grandchildren) who occupy the Lot without the payment of rent. This Section shall not apply to a purchase money lender taking title to a Lot due to foreclosure.

(c) Unless otherwise provided, as required by the operation of law, or as may be required by any so called secondary mortgage market source for the purposes of obtaining purchase money financing for a Lot, no Lot may be rented, leased, let or licensed for less than twelve (12) consecutive months subsequent to the recording date of this Amendment. All leases and rentals shall be in writing, with copies provided to the Association, and shall provide that the lease/rental and tenants are subject to the terms of the Declaration, as amended, the Association's Articles of Incorporation, Bylaws and the rules. Only an entire Lot may be leased or rented, not any portions thereof. Any failure of a lessee or renter to comply with the terms of the Declaration, as amended, the Association's Articles of Incorporation, the Bylaws, or the Rules, shall be a default under the lease, enforceable by the Association. The Association may adopt reasonable rules governing leasing, including reasonable administration, processing and review fees to be paid to the Association.

**AMENDMENT 2.** Section 11 (c) of the Land Use Restrictions article to the Declaration is hereby deleted in its entirety and replaced with the following:

(c) No overnight parking of any trailer, boat, camper or recreational vehicle (RV) is permitted anywhere on any Lot. No overnight street parking of any kind of vehicle is permitted.

**AMENDMENT 3.** Section 5 (e) of the Land Use Restrictions article to the Declaration is hereby deleted in its entirety and replaced with the following:

(e) Lawn sodding must be complete for any Lot on or before occupancy, weather and growing season permitting. Each completed house must have at least two (2) trees measuring two inches (2") in diameter each, planted in the front yard. A landscape plan must be provided. All yards must be maintained with regular mowing and weed removal.

**AMENDMENT 4.** Section 13 (i) of the Land Use Restrictions article is hereby deleted in its entirety and replaced with the following:

(i) All Lot owners are required to become members of High Garden HOA, Inc. (the “Homeowners Association” or the “Association”) and abide by its rules, regulations, and bylaws.

**AMENDMENT 5.** The second paragraph of Section 14 of the Land Use Restrictions article is hereby deleted in its entirety and replaced with the following:

**NOW THEREFORE,** Declarant and Owner hereby create the High Garden HOA, Inc., and declare that all of the property described below shall be subject to the following Specific Provisions, Membership and Voting Rights, Covenant for Assessments, and General Provisions of said Association.

**AMENDMENT 6.** The article title of the High Garden Homeowners Association article is hereby deleted in its entirety and replaced with the following:

**HIGH GARDEN HOA, INC.**

**AMENDMENT 7.** The first sentence of Section 2 of the Improvements by Declarant article is hereby deleted in its entirety and replaced with the following:

Maintenance of the Common Areas and/or private drainage easements shall be the responsibility of the Association.

**AMENDMENT 7.** Section 7 of the General Provisions article is hereby deleted in its entirety and replaced with the following:

**Section 7. DELIVERY OF NOTICES AND DOCUMENTS.** Any written notice or other documents relating to or required by this creation of High Garden HOA, Inc. may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of the same has been deposited in the Certified United States Mail, postage prepaid, addressed as follows:

If to the Association: c/o the registered agent of High Garden HOA, Inc., an Oklahoma Corporation.

If to an Owner: To the address last furnished by an Owner to the Association.

Provided, however, that any such address may be changed at any time by the party concerned by recording a written notice of change of address and delivering a copy thereof to the registered agent of the Association. Each owner of a Lot shall file the correct mailing address of such Owner with the registered agent of the Association, and shall promptly notify the Association in writing of any subsequent change of address. If no address has been furnished to the Association by an Owner, notice may be given an Owner by posting written notice on the Owner’s Lot.

**NEW SECTION.** A new Section (Section 4) is hereby added to the Improvements by Declarant article to the Declaration:

**Section 4 DESIGN REVIEW BOARD.** The Design Review Board (DRB) shall have primary jurisdiction over all matters of design review for all property in High Garden. The Design Review Board may, however, delegate some of its powers or responsibilities, with respect to design review for High Garden to the Association. Unless and until such time as the Design Review Board delegates all or a portion of its reserved rights to the Association, the Association shall have no jurisdiction over architectural review and design matters. To assist with an Owner's navigation of the design review process and standards, the Design Review Board may adopt Design Review Guidelines, which may be amended from time to time. The Declarant shall act as the Design Review Board until the earlier of 1) the termination of the Class B Control Period, or 2) the Declarant by Recorded instrument assigns oversight of the DRB to the Association.

IN WITNESS WHEREOF, the undersigned Lot Owners have caused this instrument to be executed to be effective the date of recording as reflected by their attached signature pages, which is also approved by the Association Board as reflected by their signatures below.

**Exhibit "A"**

**ALL LOTS AND BLOCKS WITHIN HIGHGARDEN PHASE 1, AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO.**

**ALL LOTS AND BLOCKS WITHIN HIGHGARDEN PHASE 3, AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO.**

**ALL LOTS AND BLOCKS WITHIN THE WOODS AT HIGHGARDEN, AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO.**