



**SECOND AMENDMENT TO DEED OF DEDICATION
OF METRO HEIGHTS ASSOCIATION**

This Second Amendment to the Deed of Dedication of the Metro Heights Association is made this 16th day of DECEMBER, 2009 by the owners of a majority of the lots in the addition.

Whereas, the Final Plat of Metro Heights was filed on June 25, 2001 in Book 6549, Page 2382, and the First Amendment was filed on July 15, 2002 in Book 6782, Pages 1981-1997, affecting all that tract or parcel of land more particularly described as Metro Heights Addition and by this reference made a part hereof; and

Whereas, owners of a majority of the lots in the addition desire to amend the Deed of Dedication to revise certain restrictive covenants;

NOW, THEREFORE, the Deed of Dedication of the Metro Heights Association is hereby amended as follows:

1. Section II. RESTRICTIVE COVENANTS, items F., G., L., N., O., P., and Q. are deleted in their entirety and replaced with the following:
 - F. ANIMALS. No animals, livestock, or poultry of any kind shall be kept on any lot except for a total of two (2) dogs and three (3) cats. Animals shall not be kept, bred or maintained for any commercial purposes and shall not be permitted on any lot which does not contain a dwelling being used as a residence. All animals must be fenced in or kept on a leash and shall not be permitted to roam.
 - G. SIGNS. No sign of any kind shall be displayed to the public view on any lot, except (i) one sign of not more than five (5) square feet advertising the sale or rental of said property or (ii) signs used for the purpose of campaigning for a result in any political election or issue, or (iii) signs maintained by the developer or a builder to advertise the property during the construction and sales period, or (iiii) signs displaying Home Security companies. All other signs, i.e. garage sale, home service/repair companies, etc., shall not exceed 2'x2' and shall not be displayed for more than thirty (30) days.
 - L. FENCES. No fence or wall shall be erected, placed, or altered on any lot nearer to the street than the minimum set-back lines established herein. No fence shall be erected on any lot to exceed six (6) feet in height. No chain link or split rail fence shall be erected on any lot. All fences shall be

wooden picket privacy fences or a fence with round wood posts with round wood top rail around black vinyl coated chain link.

- N. All tool sheds, hobby rooms or other out buildings shall have the same roof shingles as the primary dwelling and shall consist of either: (a) masonry, or (b) be sheathed in siding that matches the siding of the primary dwelling. All such buildings shall not be visible from the street. All such buildings shall not be more than one (1) story in height and shall be kept in good maintenance. No carports are allowed.
- O. Television, radio or other antennae or satellite receivers shall be placed hidden from view if possible. Satellite receivers shall not exceed a 2-foot diameter dish.
- P. No vehicle shall be parked or stored on any front or side yard. No boats, recreational vehicles, golf carts, motorcycles or trailers of any kind shall be parked or stored on the driveway, front or side yard, or in the street for more than 72 hours. If any such vehicles are parked on the rear portion of the lot, they must not be visible to any adjoining neighbors or from the street. Owners or residents vehicles shall not be parked in any street.
- Q. Window or wall type air conditioning units shall not be visible to any adjoining neighbors or from the street.

2. Section II. RESTRICTIVE COVENANTS, this Amendment shall add new item R as follows:

R. All existing structures and conditions are grandfathered in as of December 15, 2009, which was the date of the vote of the majority of owners in the Metro Heights Association. Future structures and conditions will adhere to the Bylaws and Covenants of the Metro Heights Association, unless otherwise approved by the Board of Directors.

3. SECTION III. HOMEOWNERS ASSOCIATION, item C. is deleted in its entirety and replaced with the following:

C. COVENANT FOR ASSESSMENTS

Annual assessments of \$135.00 shall be made on a per year per lot basis. Such assessments may be increased up to ten percent (10%) per year by the Board of Directors of Metro Heights Association and up to fifteen percent (15%) per year upon the affirmative vote of two-thirds (2/3) of the owners of the lots in the addition. Such assessments shall be a lien upon each lot assessed and any such lien may be foreclosed by the Metro Heights Association and the lot owner shall be responsible for all costs and attorney's fees incurred by Metro Heights Association in connection

with collection of the assessments and enforcement of such lien. Each lot shall be entitled to one vote regardless of the number of owners thereof.

4. Except as amended herein, all other terms and conditions of the Deed of Dedication shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Directors of the Metro Heights Association hereby approves and executes the foregoing Second Amendment to the Deed of Dedication as of the day and year first hereinabove written.

PRESIDENT


Signature

Don R. Steen
Printed Name

VICE PRESIDENT


Signature

Rick Taylor
Printed Name

SECRETARY


Signature

Linda Reinking
Printed Name

TREASURER


Signature

Chris Glenn
Printed Name

STATE OF OKLAHOMA)
) s.s.
COUNTY OF TULSA)

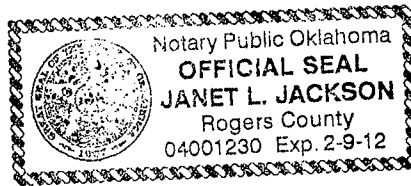
Before me, the undersigned, a Notary Public in and for said County and State, on this 25 day of February, 2010, personally appeared DON R STERN, to me known to be the identical person who executed the above and foregoing instrument and acknowledged to me that he/she executed the same as their free and voluntary acts and deeds.

Given under my hand and seal of office the day and year last above written.

Janet L Jackson
Notary Public

My Commission expires:

2-9-2012



ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) s.s.
COUNTY OF TULSA)

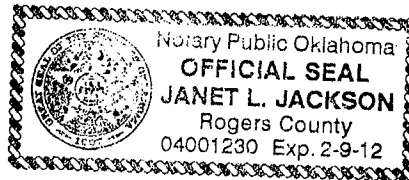
Before me, the undersigned, a Notary Public in and for said County and State, on this 26 day of February, 2010, personally appeared RICK TAYLOR, to me known to be the identical person who executed the above and foregoing instrument and acknowledged to me that he/she executed the same as their free and voluntary acts and deeds.

Given under my hand and seal of office the day and year last above written.

Janet L Jackson
Notary Public

My Commission expires:

2-9-2012



STATE OF OKLAHOMA)
) s.s.
COUNTY OF TULSA)

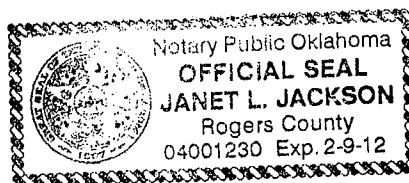
Before me, the undersigned, a Notary Public in and for said County and State, on this 4 day of March, 2010, personally appeared Linda Reinking, to me known to be the identical person who executed the above and foregoing instrument and acknowledged to me that he/she executed the same as their free and voluntary acts and deeds.

Given under my hand and seal of office the day and year last above written.


Notary Public

My Commission expires:

2-9-2012



ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) s.s.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 18 day of March, 2010, personally appeared Chris Glenn, to me known to be the identical person who executed the above and foregoing instrument and acknowledged to me that he/she executed the same as their free and voluntary acts and deeds.

Given under my hand and seal of office the day and year last above written.


Notary Public

My Commission expires:

2-9-2012

