

**COVENANTS, CONDITIONS, RESTRICTIONS AND  
RECIPROCAL EASEMENTS OF WESTLAKE BLOCKS 25-28**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, (hereinafter "Developer"), states:

A. Developer is the owner of certain real estate located in the City of Oklahoma City, Oklahoma County, Oklahoma, more particularly described on Exhibit "A" attached and made a part hereof, now platted into blocks, lots, streets and easements as shown on the Plat thereof, recorded in Book 57 of Plats, at Page 3 of the records of Oklahoma County, State of Oklahoma. The property on Exhibit "A " shall be referred to herein as the "property".

B. Developer expressly declares its intention to bring the Planned Unit Development herein within the provisions of 60 O.S. §851 through 855, inclusive, as a Real Estate Development in order to insure the management, maintenance, preservation and control of commonly owned areas or any portion of or interest in them and to enforce all mutual, common or reciprocal interests in or restrictions upon all portions of such separately owned lots, parcels or areas, or both.

C. The project may be referred to as Westlake Blocks 25-28. The owner of each separately owned lot, parcel or area shall receive title not only to it but to an undivided interest in the common elements in the ratio expressed herein.

D. Developer further expressly states that the project shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to the following Covenants, Conditions and Restrictions, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property and the project, and every part thereof, for the benefit of the Developer and its successors in title and it shall be incumbent upon the successors in title to adhere thereto, and any person or persons, corporation or corporations hereafter becoming the owner or owners, either directly or through any subsequent transfers or in any manner whatsoever, of any such lots, parcels or areas shall take, hold and convey same, subject to the Covenants, Conditions and Restrictions herein. It is understood that all of the area in the Real Estate Development shown on the Plat attached hereto which is not a separately owned lot, parcel or area shall be owned in common by the owners of the separately owned lots, parcels or areas, except streets and parcels dedicated to the public.

**ARTICLE 1  
DEFINITIONS**

1.1 "Assessments" shall mean that portion of the cost of maintaining, improving, repairing, operating and managing the property which is to be paid by each separate owner as determined by the Owners' Association.

1.2 "Board" of "Board of Managers" shall mean and refer to the form of administration specified in the "Bylaws".

1.3 "Bylaws" shall mean and refer to the Bylaws governing the administration of the Property, attached hereto, as amended from time to time.

1.4 "Commons Elements" mean and include:

1.4.1 All of the area shown on the Plat attached hereto as Exhibit "A" not included in a lot to be separately owned;

1.4.2 The private street, sidewalks, gates, landscaping, park, water detention pond or tank, utilities in common areas or elements, water sprinkler system, lamps and posts, all of the foregoing being included whether or not graphically shown on Exhibit "A" hereto; and

1.4.3 All boundary fences, whether within or without a lot;

1.4.4 Items agreed upon as common by all the separate owners;

1.4.5 Lot I, Block 26 to be owned by the Homeowner's Association for common area enjoyment and clubhouse purposes.

1.5 "Common expenses" mean and include:

1.5.1 Expenses of administration. Maintenance, repair or replacement of the common elements;

1.5.2 Expenses agreed upon as common by all the separate owners;

1.5.3 Expenses declared common by the provisions of the Bylaws;

1.6 "Common interests" means the proportion of undivided interest in the common elements which is appurtenant to each separately owned lot described on the Plat, Exhibit "A".

1.7 "Common profit" means the balance of all income, rents, profits and revenues from the common elements and facilities remaining after the deduction of the common expenses.

1.8 "Institutional lender" shall mean any bank, savings and loan association, insurance company or other financial institution holding a recorded first mortgage on any lot.

1.9 "Majority Owners" means the owners of more than fifty percent (50%) of the aggregate interest in the common elements. Any specified percentage of owners means such percentage in the aggregate of such undivided ownership.

1.10 "Member" shall mean and refer to an owner.

1.11 "Mortgage" shall include a deed of trust as well as a mortgage.

1.12 "Mortgagee" shall include the beneficiary or a holder of a deed of trust as well as a mortgagee.

1.13 "Mortgagor" shall include the trustor of a deed of trust as well as mortgagor.

1.14 "Owner" or "Owners" shall mean and refer to the record holder or holders of title to any separate lot in the Property. This shall exclude persons or entities having any interest merely as a security for the performance of any obligation.

1.15 "Owners' Association" means the unincorporated association composed of all of the separate owners of the lots in the Plat.

1.16 "Person" means a natural person, a corporation, a partnership, a trustee or other legal entity.

1.17 "Plat" shall mean the recorded Plat filed pursuant to the Real Estate Development, recorded in the office of the County Clerk.

1.18 "Project" shall mean and refer to the entire Property including all structures and improvements erected or to be erected thereon.

1.19 "Project documents" means and includes these Covenants, Conditions and Restrictions as same may be amended from time to time, the exhibits attached hereto, the Plat and By-Laws of Owners' Association and the rules and regulations for the members as established from time to time.

1.20 "Property" means and includes the land, whether leasehold or fee simple, the buildings, all improvements and structures thereon and all street, easements, rights and appurtenances belonging thereto.

## **ARTICLE 2 DESCRIPTION OF PROJECT, DIVISION OF PROPERTY AND CREATION OF PROPERTY RIGHTS**

### 2.1 Description of Property.

The description of the lots and blocks and the dimensions, area and location of common elements affording access to each lot and other common elements are graphically shown on the Plat attached hereto and marked Exhibit "A".

### 2.2 Division of Property

The Property is hereby divided into the following separate freehold estates:

#### 2.2.1 Lots.

The lot designation and the statement of its location and immediate area to which it has access and any other data necessary for its proper identification including its proportionate interest in the common elements are graphically shown on the Plat attached hereto and marked Exhibit "A" (except Lot 1, Block 26 designated for common area purposes).

#### 2.2.2 Common Elements.

The remaining portion of the Property, referred to herein as "common elements", shall include all of the additional contiguous or non-contiguous areas owned in common by the owners of the separate owned lots, parcels or areas likewise graphically shown on Exhibit "A" hereto, and as described but not limited to those in Article 1, Section 1.4, above. Each owner of each separate lot shall have, as appurtenant to his lot, an undivided 1/40<sup>th</sup> interest in the common areas as set forth in Exhibit "A" attached hereto and incorporated by reference. Ownership in the property shall include a lot and such undivided interest in the common elements. The common interest appurtenant to each lot is declared to be permanent in character and cannot be altered without the consent of the owners affected, and the first mortgages of such owners as expressed in amended Covenants, Conditions and Restrictions duly recorded. Such common interest cannot be separated from the lot to which it is appurtenant. Each lot owner may use the common elements in accordance with the purposes for which it is intended without hindering the exercise of or encroachment upon the rights of any other lot owner.

### 2.3 No Separate Conveyance of Undivided Interest.

The foregoing interests and exclusive easements herein are hereby established and are to be conveyed only with the respective lots and cannot be changed, except as herein set forth. The Developer herein, its successors, assigns and grantees, covenant and agree that the undivided interests in the common elements, the exclusive easements of the common elements, the fee simple title to the

respective lots conveyed herewith shall not be separately conveyed and each such undivided interest and exclusive easement shall be deemed to be conveyed or encumbered with its respective lot even though the description in the instrument of conveyance or encumbrance may refer only to the fee simple title to the lot.

#### 2.4 Partition Prohibited.

The common elements shall remain undivided and no lot owner shall bring any action for partition or division of any part thereof except as specifically permitted by law.

### **ARTICLE 3 OWNERS' ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS**

#### 3.1 Owners' Association to Manage Property.

The administration of every Property shall be governed by the By-Laws, a true copy of which shall be annexed hereto. Each owner shall comply strictly with the By-Laws and with the administrative rules and regulations adopted pursuant thereto as either of the same may be lawfully amended from time to time and with the Covenants, Conditions and Restrictions set forth either herein or in the deed to his lot.

#### 3.2 Membership.

The Owners' Association shall be composed of all of the owners of separate lots as same are hereinabove described. Membership in said Owners' Association shall be deemed conveyed or encumbered with the lot even though such interest is not expressly mentioned or conveyed in the conveyance or other instrument.

#### 3.3 Voting.

The proportionate representation for voting purposes in meetings of the Owners' Association shall be the ratio of the undivided interest of each lot owner in the common elements as expressed in Exhibit "A" hereto, i.e. one (1) vote per lot.

#### 3.4 Membership Meetings.

Regular meetings of the Owners' Association shall be held with the frequency, at the time and place and in accordance with the provisions of the By-Laws herein.

#### 3.5 Board of Managers.

The affairs of the Owners' Association shall be managed by a Board of Managers, which is hereby established by the annexed By-Laws, and which shall conduct regular and special meetings according to the provisions of the By-Laws.

### **ARTICLE 4 MAINTENANCE AND ASSESSMENTS**

#### 4.1 Creation of the Lien and Personal Obligation of Assessments.

The Developer, for each lot owner within the project, hereby covenants and each lot owner of the separately owned lot by acceptance of a deed therefore, whether of not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Owners' Association, or a duly authorized agent

thereof (collectively referred to as "Owners' Association"); (1) regular annual assessments or charges and (2) special assessments for capital improvements and unexpected expenses, such assessments to be established and collected as provided herein and in the By-Laws. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge and a continuing lien upon the lot against which each assessment is made, the lien to become effective upon recordation of a notice of assessment. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be a personal obligation of the person who is the owner of such separate lot at the time when the assessment fell due. No owner of any separate lot may exempt himself from liability for his contribution toward the common elements by waiver of the use or enjoyment of any of the common elements or by the abandonment of his separate lot.

#### 4.2 Purpose of Assessments.

The assessments levied by the Owners' Association shall be used exclusively to promote the recreation, health, safety and welfare of all the residents in the entire project for the improvement and maintenance of the common elements for the common good of the project. Annual assessments shall include an adequate reserve fund for maintenance, repairs and replacement of the said common elements.

#### 4.3 Annual Assessments.

Until the sale of more than 50% of the lots, the Developer will be responsible for and pay all costs of maintenance of the common elements. Thereafter, the maximum annual assessments per lot shall be such amount as set forth in the project budget approved by the Board of Managers, which amount shall be prorated based on the number of months remaining before January 1 of such year. Thereafter, the Board shall determine and fix the amount of the maximum annual assessment against each lot at least sixty (60) days in advance of each annual assessment.

#### 4.4 Special Assessment.

In addition to the regular annual assessments authorized above, the Board may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement related to common elements, including fixtures, and personal property related thereto, or to defray any unanticipated or undetermined expenses normally covered by a regular assessment (and, where necessary, for taxes assessed against the common elements). Special assessments may also be levied against any individual lot and its owner to reimburse the Owners' Association for costs incurred in bringing that owner and his lot into compliance with the provisions of this document and the By-Laws.

#### 4.5 Allocation of Assessments.

Each lot shall bear such fractional share of each aggregate regular and special assessment as corresponds to the fractional undivided interest in the common elements appurtenant to the said separate lot (such interest being set forth on Exhibit "A"). Additionally, special assessments may be levied against individual lots for disciplinary reasons as provided in the preceding Sub-Article.

#### 4.6 Date of Commencement of Annual Assessment; Due Dates.

The regular annual assessments provided for herein shall commence as to all lots in the project thereof on the first day of the year following the sale of more than 50% of the lots. Due dates of assessments shall be established by the Board and notice shall be given to each lot owner at least thirty (30) days prior to any due date.

#### 4.7 Transfer of Lot by Sale or Foreclosure.

Sale or transfer of any lot shall not affect the assessment lien; however, the sale or transfer of any lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer (except for assessment liens recorded prior to the mortgage). No sale or transfer shall relieve such lot owner from liability for any assessments thereafter becoming due or from the lien thereof. Where the mortgagee of a first mortgage of record obtains title to a lot as a result of foreclosure of any such first mortgage, such mortgagee shall not be liable for the share of the common expenses or assessments by the Owners' Association chargeable to such lot which became due prior to the acquisition of title to such lot by such mortgagee. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible for all of the lots including such mortgagee. In a voluntary conveyance of a lot, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid assessments or conveyance without prejudice to the grantee's 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 Owners' Association setting forth the unpaid assessments due the Owners' Association and such grantee shall not be liable for, nor shall the lot be subject to a lien for, any unpaid assessments made by the Owners' Association against the grantor in excess of the amount set forth in the statement, provided, however, the grantee shall be liable for any such assessment becoming due after the date of any such statement.

#### 4.8 Enforcement of Assessment Obligation; Priorities, Discipline.

Any part of any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of ten percent (10%) per annum from the due date until paid. When a notice of assessment has been recorded, such assessment shall constitute a lien on each respective lot prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies which by law, would be superior thereto and (2) the lien or charge of any first mortgage of record (meaning any recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust) made in good faith and for value. Such lien, when delinquent, may be enforced by sale by the Owners' Association, its attorney or other person authorized by this document or by law to make the sale after failure of the owner to pay such assessment. The Owners' Association, acting on behalf of the lot owners, shall have the power to bid for the lot at the foreclosure sale and acquire and hold, lease, mortgage and convey the same. Suite to recover a money judgment for unpaid common expenses, rent and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may impose reasonable monetary penalties against a lot owner who is in default in payment of any assessment, after notice and hearing according to the Bylaws.

#### 4.9 Unallocated Taxes.

In the event that any taxes are assessed against the common elements or the personal property of the Owners' Association, rather than against the lots, said taxes shall be included in the assessments made under the provisions of this Article and, if necessary, a special assessment may be levied against the lots in an amount equal to said taxes to be paid in two installments thirty (30) days prior to the due date of each tax installment.

### **ARTICLE 5 DUTIES AND POWERS OF THE OWNERS' ASSOCIATION AND BOARD.**

#### 5.1 Duties and Powers of the Owners' Association.

The duties and powers of the Owners' Association shall be as required by 60 O.S. S851 through 855, inclusive, as same presently exist or may be hereafter amended relative to Real Estate Development.

## 5.2 Duties and Powers of the Board.

In addition to the duties and powers enumerated in the By-Laws or elsewhere provided for herein and without limiting the generality thereof and consistent with Article 3, Paragraph 3.5, herein, the Board may enforce the covenants and restrictions of the Real Estate Development specified herein and shall:

5.2.1 Maintain, repair, replace, restore, operate and manage all of the common elements and all facilities, improvements, furnishings, equipment and landscaping thereon and property that may be acquired by the Owners' Association. This obligation shall not extend to the maintenance of any portion or facility of the common elements required to be maintained by an individual owner under this document or the By-Laws.

5.2.2 Enforce the provisions of this document by appropriate means including, without limitation, the expenditures of funds of the Owners' Association, the employment of legal counsel and the commencement of actions.

5.2.3 Maintain such policy of policies of insurance as are required by this document or as the Board deems necessary or desirable in furthering the purposes of and protecting the interests of the Owners' Association.

5.2.4 Grant and reserve easements where necessary for utilities and sewer facilities over the common elements to serve the common elements and the lots.

5.2.5 Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Owners' Association, subject to the By-Laws and restrictions imposed by any governmental or quasi-governmental body or agency having jurisdiction over the project.

5.2.6 Adopt reasonable rules not inconsistent with this document or the By-Laws relating to the use of the common elements and all facilities thereon and the conduct of owners and their tenants and guests with respect to the Property and other owners.

## 5.3 Maintenance of Project by Board.

The Board shall provide maintenance of the project as provided in the By-Laws. The responsibility of the Board for maintenance and repair shall not extend to repair or replacement arising out of or caused by the willful or negligent act or neglect of an owner or his guests, tenants or invitee. The repair or replacement of any portion of the common elements resulting from such excluded items shall be the responsibility of each owner; provided, however, that if an owner shall fail to make the repairs or replacements which are the responsibility of such owner, the Board shall have the right (but not the obligation) to make such repairs or replacements and the cost thereof shall be added to the assessments chargeable to such lot and shall be payable to the Owners' Association by the owner of such lot.

## **ARTICLE 6 UTILITIES**

### 6.1 Owners' Rights and Duties.

The rights and duties of the owners of lots within the project with respect to utilities shall be as follows:

6.1.1 The sanitary sewer, water, electric, gas, television receiving or telephone lines or connections and other services generally referred to as "utilities" are not deemed common elements herein.

6.1.2 Whenever sanitary sewer, water, electric, gas, television receiving or telephone lines or connections are located or installed within the project, which connections serve more than one lot, the owner of each lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his lot.

6.1.3 In the event of a dispute between owners with respect to the repair or rebuilding of said connections or with respect to the share of the cost thereof, then, upon written request of one of such owners addressed to the Owners' Association, the matter shall be submitted to the Board, which shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

#### 6.2 Easements for Utilities and Maintenance.

Easements over and under the Property for the installation, repair and maintenance of sanitary sewer, water, electric, gas and telephone lines and facilities, heating and air conditioning facilities, cable or master television antenna lines, drainage facilities, walkways and landscaping as shown on the Plat of the Property and as may be hereafter required or needed to service the Property are hereby reserved by Developer and its successors and assigns, including the Owners' Association, together with its right to grant and transfer the same.

#### 6.3 Owners' Association's Duties.

The Owners' Association shall maintain all utility installations located in the common elements except for those installations maintained by utility companies, public, private or municipal. The Owners' Association shall pay all charges for utilities supplied to the project except those metered or charged separately to the lots.

### **ARTICLE 7 USE RESTRICTIONS**

In addition to all of the covenants contained herein, the use of the Property and each lot therein is subject to the following:

#### 7.1 Nuisances.

No noxious, illegal or offensive activities shall be carried on in any lot, or in part of the Property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the owners of his respective lot or which shall in any way increase the rate of insurance for the project or cause any insurance policy to be cancelled or to cause a refusal to renew the same, or which will impair the structural integrity of any building.

#### 7.2 Vehicle Restrictions.

No trailer, camper, mobile home, commercial vehicle, truck (other than a standard size pickup truck), inoperable automobile, boat or similar equipment shall be permitted to remain upon any area within the Property, other than temporarily. Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board. No noisy or smoky vehicles shall be operated on the Property. No off-road unlicensed motor vehicles shall be maintained or operated upon the Property, except as reasonably necessary to the execution of the rights or duties of the Board under these Covenants, Conditions and Restrictions.

### 7.3 Signs.

No signs shall be displayed to the public view on any lots or on any portion of the Property except such signs as are approved by the Board of committee appointed by the Board. The Board shall designate a location or locations within the common elements in which "For Sale" or "For Rent" signs approved by the Board as to size and content may be displayed.

### 7.4 Garbage and Refuse Disposal.

All rubbish, trash and garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers.

### 7.5 Radio and Television Antennas.

No alteration to or modification of a central radio or television antenna system or cable television, whichever is applicable, shall be permitted and no owner may be permitted to construct, use or operate his own external radio or television antenna without the consent of the Board.

### 7.6 Power Equipment and Car Maintenance.

No power equipment, workshops or car maintenance shall be permitted on the Property except with prior written approval of the Board. Approval shall not be unreasonably withheld and, in deciding whether to grant approval, the Board shall consider the effects of the noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception and similar objections.

### 7.7 Liability of Owners for Damage to Common Elements.

The owner of each lot shall be liable to the Board for all damages to the common elements or improvements thereon caused by such owner or any occupant of his lot or guest.

### 7.8 Minimum Residence Construction Requirement

No resident shall:

- (i) be less than 1300 square feet, excluding garage and out buildings
- (ii) be constructed with less than 30% of its exterior composed of brick; and,
- (iii) have roofing of class "C" or better roofing mataia1.

### 7.9 No Warrant of Enforceability.

The maker hereof has no reason to believe that any of the restrictive covenants in this Article 7 or elsewhere in these Covenants, Conditions and Restrictions are or may be invalid or unenforceable for any reason or to any extent, it makes no warranty or representation as to the present of future validity or enforceability of any such restrictive covenant. Any owner acquiring a lot in the project in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and, by acquiring the lot, agrees to hold the maker hereof harmless therefrom.

## **ARTICLE 8 GENERAL PROVISIONS**

### 8.1 Enforcement

The Owners' Association, any owner and any governmental or quasi-governmental agency or municipality having jurisdiction over the project shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this document and, in such action, shall be entitled to recover costs and reasonable attorneys' fees as are ordered by the Court; provided, however, that an individual owner shall have no right to enforce the collection of any assessment levied against any other owner under Article 4 above. Failure by any such person or entity to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

### 8.2 Invalidity of Any Provision.

Should any provision of this document be declared invalid or in conflict with any law of the jurisdiction where the project is situated, the validity of all other provisions shall remain unaffected and in full force and effect.

### 8.3 Amendments.

8.3.1 To the extent not inconsistent with 60 O.S. S851, et seq., as same is now or may hereafter be amended, an amendment of the Covenants, Conditions and Restrictions herein may be enacted by the vote or written assent of a majority of the lot owners; provided, however, that the percentage of the voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for an action to be taken under that clause. Any amendment must be recorded and shall become effective upon being recorded in the office of the County Clerk of Oklahoma County, Oklahoma.

### 8.4 Mortgage Protection Clause.

#### 8.4.1 Rights of First Mortgagees.

No breach of any of the Covenants, Conditions and Restrictions contained in this document, nor the enforcement of any lien provisions herein, shall render invalid the lien of any first mortgage (meaning a mortgage with first priority over any other mortgage) on any lot made in good faith and for value, but all of said Covenants, Conditions, and Restrictions shall be binding upon and be effective against any owner whose title is derived through foreclosure of trustee's sale or otherwise.

#### 8.4.2 Mortgage Priority; Right to Inspect Records.

Notwithstanding any language contained in this document to the contrary, no lot owner and no other party shall have priority over any rights of institutional lenders pursuant to their mortgages in the case of a distribution to lot owners of insurance proceeds or condemnation awards for losses to or taking of lots and/or any portion or element of the common elements. Institutional lenders shall have the right to examine the books and records of the Owners' Association.

## 8.5 Insurance.

The Owners' Association shall obtain and continue in effect comprehensive public liability insurance insuring the Owners' Association, the Developer and the agents and employees of each and the owners and employees, guests and invitees of the owners against any liability incident to the ownership or use of the common elements and facilities in the common elements and including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured and a "severability of interest" endorsement precluding the insurer from denying coverage to one owner because of the negligence of other owners or to the Owners' Association.

### 8.5.1 Insurance Premiums.

Insurance premiums on policies purchased by the Owners' Association shall be a common expense to be included in the assessments levied by the Owners' Association. The acquisition of insurance by the Owners' Association shall be without prejudice to the right of any lot owners to obtain additional individual insurance.

## 8.6 Limitation of Restrictions on Developer.

Developer is undertaking certain work in connection with the improvement of the lots. The completion of that work and the sale, rental and other disposal of said lots is essential to the establishment and welfare of the Property. In order that said work may be completed and said property be established as fully occupied as rapidly as possible, nothing in these Covenants, Conditions, Restrictions and Reciprocal Easements shall be understood or construed to:

8.6.1 Prevent Developer, its contractors or subcontractors from doing on the Property or any lot whatever is reasonably necessary or advisable in connection with the completion of the work; or

8.6.2 Prevent Developer or its representatives from erecting, constructing and maintaining on any part or parts off the Property such structures as may be reasonable and necessary for the conduct of its business of completing said work and disposing of the same in parcels by sale, lease or otherwise; or

8.6.3 Prevent Developer from conducting on any part of the Property its business of completing the work and of establishing a plan of lot ownership and of disposing of said Property in lots by sale, lease or otherwise; or

8.6.4 Prevent Developer, its contractors, subcontractors, materialmen or supplier from having free and ready access to the Project, or any additional Development as provided in Article 10, for purposes of completing the total development and erection of improvements on same.

So long as Developer, its successors and assigns, owns one or more of the lots established and described in these Covenants, Conditions, Restrictions and Reciprocal Easements and, except as otherwise specifically provided herein, Developer, its successors and assigns, shall be subject to the provisions of these Covenants, Conditions and Restrictions and Reciprocal Easements.

## 8.7 Owners' Compliance.

Each owner, tenant or occupant of a lot shall comply with the provisions of the project documents and all decisions and resolutions of the Owners' Association or its duly authorized representatives, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover sums due for damages (including costs and attorney's fees) and/or for injunctive relief. All agreements and determinations lawfully made by the Owners' Association in accordance with the voting

percentages established in this document or in the By-Laws shall be deemed to be binding on all owners of lots, their successors and assigns.

#### 8.8 Conflict of Project Documents.

If there is any conflicts among or between the project documents, the provisions of these Covenants, Conditions and Restrictions shall prevail; thereafter, priority shall be given to project documents in the following order: Plat, By-Laws, and rules and regulations of the Owners' Association.

#### 8.9 Service of Process.

The name of the person to receive service of process together with the residence or place of business of such person in Oklahoma County is William J. Robinson, 500 Colcord Building, 15 North Robinson, Oklahoma City, Oklahoma 73102-5408, or such other person as the Board may designate by an amendment hereto filed solely for that purpose.

IN WITNESS WHEREOF, the undersigned have executed this document this 30th day of September, 1997.

Signed by Garland Bell as manager of McKean Bell Development, LLC. Notarized by Stephanie A. Marshall.

Signed by Garland Bell as President of Bell Industries, Inc. dba Crystal Gardens. Notarized by Andrews C. Lawler.

AMENDMENT TO THE COVENANTS, CONDITIONS,  
RESTRICTIONS AND RECIPROCAL EASEMENTS OF  
*WESTLAKE BLOCKS 25-28 TO THE CITY*  
OF EDMOND, OKLAHOMA COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

**RECITALS**

WHEREAS, McKean Bell Development, L.L.C., an Oklahoma Limited Liability Company ("McKean Bell") was the original Declarant of the property described herein on Exhibit "A" ("Subject Property"), which Subject Property was platted into Lots and Blocks ("Lots") pursuant to Oklahoma's Real Estate Development Act (Title 60 O.S. 1971, §§851-855, as amended) as Westlake Blocks 25-28, which plat was filed on September 16, 1997 and recorded at Plat Book 57, page 3, office of the County Clerk of Oklahoma County, Oklahoma; and

WHEREAS, McKean Bell, the Declarant, filed Covenants, Conditions, Restrictions and Reciprocal Easements of and against the Subject Property ("Owners Restrictions") whereby ownership of the Lots in the Westlake Block 25-28 was made subject to the restrictions and provisions stated in said Owners Restrictions, which Owners Restrictions was filed on November 25, 1997 and recorded at Book 7196, page 847-876, office of the County Clerk of Oklahoma County, Oklahoma; and

WHEREAS, the Bylaws for the Owners Association created by the Owners Restrictions as described hereinabove were recorded, as an attached Exhibit "B" to said Owners Restrictions, at Book 7196, pages 863 through 876, records of the County Clerks office; and

WHEREAS, Article VIII, Section 8.3 Amendments of the aforesaid Owners Restrictions provides that the Owners Restrictions may amended by written assent of a majority of the lot owners subject to the restrictions stated therein, provided further that said amendment to be effective must be recorded in the County Clerks office of Oklahoma County, Oklahoma; and

WHEREAS, Article 11 of the Bylaws provides that the said Bylaws may amended by written assent of seventy-five (75%) percent of the lot owners subject to the restrictions stated therein and further conditioned upon said amendment being recorded in the County Clerks office of Oklahoma County, Oklahoma; and

WHEREAS, the undersigned owners of Lots in Westlake Blocks 25-28 desire to amend and modify the Owners Restrictions and Bylaws for the following purposes:

1. The Association shall cease to be an unincorporated association. A non-profit corporation shall be formed and named the Crystal Gardens HOA, Inc., an Oklahoma non-profit corporation;
2. An additional provision will be added to the existing Owners Restrictions which allows the Developer to add additional tracts of land to the mandatory homeowners association.
3. The Bylaws filed at Book 7196, pages 863 through 876, records of the County Clerks office of Oklahoma County, shall be deleted and removed in their entirety. The new non-profit corporation, Crystal Gardens HOA, Inc., will and has adopted Bylaws for the operation of said corporation, which Bylaws shall be subject to the Owners Restrictions filed of record and as amended herein.

THEREFORE, the undersigned owners of Lots in Westlake Blocks 25-28 constituting more than seventy-five (75%) of the Lot Owners in the Subject Property and do hereby amend, modify and delete as shown the Owners Restrictions ("Amended Restrictions") for the purpose of adding, modifying and deleting the provisions stated hereinbelow as follows, to-wit:

**ARTICLE I  
DELETED PROVISIONS OF ORIGINAL OWNERS RESTRICTIONS**

1.1 The bylaws recorded at Book 7196, pages 863 through 876, records of the County Clerks office, are hereby deleted in their entirety. New bylaws will adopted upon the formation of the homeowners association as a non-profit corporation named Crystal Gardens Homeowners Association, Inc., an Oklahoma non-profit corporation.

**ARTICLE II  
AMENDMENTS TO CERTAIN PROVISIONS OF THE OWNERS RESTRICTIONS**

2.1 All references to "Managers" or "Board of Manager"s found anywhere in the Owners Restrictions are hereby amended to read "Directors" or "Board of Directors".

2.2 All references to "unincorporated association" are hereby amended to mean the Crystal Gardens Homeowners Association, Inc., an Oklahoma non-profit corporation.

2.3 All references to "Bylaws" in the Owners Restrictions are hereby defined to mean those Bylaws promulgated and adopted by the Crystal Gardens Homeowners Association, Inc. These Bylaws shall not be recorded but the original thereof shall be filed in the permanent records of the Association.

2.4 Any conflict between the provisions stated herein and the provisions of the Owners Restrictions shall be controlled by the provisions contained in these Amended Restrictions.

**ARTICLE III  
ADDITIONAL PROVISIONS TO THE OWNERS RESTRICTIONS**

3.1 Additional Definitions

"Amended Restrictions" is this document.

"Bylaws" shall mean and refer to the Bylaws adopted by the Corporation.

"Corporation" or "Homeowners Association" means the CRYSTAL GARDENS HOMEOWNERS ASSOCIATION, INC., an Oklahoma non-profit corporation its successors and assigns, the Certificate of Incorporation and Bylaws of which shall govern the administration of the Subject Property, the members of which shall be all of the owners of the Lots.

"Declarant" or "Developer" is McKean Bell Development, L.L.C., an Oklahoma Limited Liability Company, its successors and assigns.

3.2 Additional Lands. The Declarant reserves the right to dedicate any adjacent property now owned or subsequently acquired by Declarant, or its successors or assigns, to the Homeowner'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 the Owners Restrictions or these Amended Restrictions.

Any Common Areas designated on the plats of said adjacent properties shall be deeded to the Homeowner's Association and accepted by them as if fully described herein.

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

3.4 **Ownership of Common Areas.** All Common Areas and Lot 26 of Block 1, Westlake Blocks 25-28 Addition shall be owned in fee simple by the Homeowners Association. In furtherance of this provision the Corporation shall acquire fee simple ownership of Lot 26, Block 1 from its existing owner, and shall thereafter be responsible for upkeep and maintenance of the improvements on that tract.

3.5 **Homeowners Association's Maintenance and Responsibility.** The Homeowners Association shall be responsible only for the maintenance, operation and repair of the Common Areas and the improvements thereon, all property of the Homeowners Association, 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.

3.6 **Classes of Membership; Voting Rights.** The Homeowners Association shall have two (2) classes of voting membership as follows:

(A) **Voting Classes**

Class A. Class A Members shall be all those Owners of single-family residential Lots with the exception of the Declarant. Each Class A member shall be entitled to one vote for each Lot owned. When more than one person holds an ownership interest in a Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B Member(s) shall be the Declarant. The Class B member shall be entitled to three (3) 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, which first occurs:

(1) At the completion of the calendar year when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

(2) On January 1, 2005;

(3) Earlier at the discretion of the Declarant.

3.7 **Interim Control of Homeowners Association.** Until such a time as fifty (50%) percent of the platted Lots of Westlake Blks 25-28 together with any additional lands dedicated to the Homeowners Association, cumulatively, are occupied by Owners who are not the Declarant or a Builder, or the Declarant elects to hold the initial meeting of the Homeowners Association for election of a Board of Directors by the Class A and Class B member(s), the Homeowners Association shall be managed by one or more persons appointed by the Declarant, who do not have to be Lot Owners. Once fifty (50%) percent of the Lots have been occupied governance of the Homeowners Association shall pass to a duly elected Board of Directors pursuant to the applicable provisions of the Certificate of Incorporation and Bylaws.

IN WITNESS WHEREOF, the undersigned, being the owners of at least seventy-five (75%) percent of all the lots and blocks in Westlake Blks 25-28 Addition have executed these presents the day and year shown in each Owners acknowledgment.

PROPERTY OWNED

OWNER

Block 25: Lots 2B,3A,10A,10B

Block 26: Lots 6A,6B

Block 27: Lots 2A,2B  
Inc.

Block 28: Lots 1A,1B

Bell Industries, Inc., Signed by Garland Bell, President of Bell Industries,

Notarized by Gayla Kemp.

Block 25: Lots 1A,1B,4A,4B,  
7A, 7B, 9A,9B,  
11A,11B

Block 26, Lots 3A,3B,4A,4B  
5A,5B

McKean Bell Development, L.L.C., Signed by Garland Bell, Notarized by  
Gayla Kemp.

Block 26: Lot 1  
25-28

Block 25: Lot 8B

Block 25: Lot 5A

Block 27: Lot 1A

Block 27: Lot 1B

Block 25: Lot 2A

Block 26: Lot 2B

Block 25: Lot 3B

Block 25: Lot 5B

Block 25: Lot 6B

Block 27: Lot 3B & 3A

Block 25: Lot 6A

Block 25: Lot 8A

Blocks 25-28 Corporation, Signed by Garland Bell, President of Blocks  
Corporation. Notarized by Gayla Kemp.

Signed by Garland Bell. Notarized by Gayla Kemp.

Signed by Clay K. Ridley and Jonnie R. Ridley

Signed by Jerry L. Buckles and Barbara K. Buckles, husband and wife

Signed by Katherine M. Thornton

Signed by Boyd Latimer and Betty Lou Latimer, husband and wife

Signed by Rebecca A. Smith

Signed by Larry Joe Henley, and Deidra A. Henley, husband and wife

Signed by Patsy H. Crump

Signed by Gregory K. Miller and Christina A. Miller, husband and wife

Signed by Nancy Lee Shook

Signed by Vivian B. Winchester, David Winchester and Linda Forrest

Signed by Lenora E. Buckles

**EXHIBIT "A" - LEGAL DESCRIPTION  
WESTLAKE BLOCKS 29-32, OKLAHOMA COUNTY, OKLAHOMA  
(legal description purposely omitted)**

**DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS  
FOR WESTLAKE BLKS 29-32 ADDITION  
TO THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA**

This Declaration is made this 3rd day of June, 1999, by McKean Bell Development, L.L.C., an Oklahoma Limited Liability Company (hereinafter "Declarant"), and Bell Industries, Inc., Donald Gray and Lorraine Gray, husband and wife, Fred J. Muse and Carolyn J. Muse, husband and wife, and Nationsbank, Successor Trustee of the Robert Harrington Revocable Living Trust and the Lucile Harrington Revocable Living Trust (hereinafter "Owners").

**RECITALS**

WHEREAS, Declarant and Owners are the owners of certain land and improvements ("Subject Property") in Oklahoma County, Oklahoma, which property is more fully described on the attached "Exhibit A", incorporated herein and made a part hereof; and

WHEREAS, the Subject Property has been platted into Lots for separate ownership, subject to these Declarations, which plat has been filed for record on the 29th day of September, 1998, in the County Clerk's office of Oklahoma County at Plat Book 58, page 39; and

WHEREAS, Declarant and Owners desire to submit the Subject Property and the improvements to be constructed thereon to Oklahoma's Real Estate Development Act (Title 60 O.S. 1971, §§ 851 et seq, as amended); and

WHEREAS, the Declarant was also the owner of an adjacent tract of land previously platted and filed of record in the County Clerks office of Oklahoma County as Westlake Blks 25-28 Addition, said plat being filed of record on September 16, 1997 at Plat Book 57, page 3, and the Owners Certificate and Restrictions ("Owners Restrictions") for the Westlake Blks 25-28 being filed on November 25, 1997, at Book 7196, page 847, records of the County Clerks office of Oklahoma County; and

WHEREAS, those Owners Restrictions for Westlak Blks 25-28 Addition were amended by an instrument entitled the Amendment to the Covenants, Conditions, Restrictions and Reciprocal Easements of Westlake Blks 25-28 ("Amended Restrictions"), which Amended Restrictions were filed on July 27, 1999, at Book 7646, page 1912, records of the County Clerks office of Oklahoma County; and

NOW, THEREFORE, except as specifically stated herein, Declarant does hereby adopt the terms, conditions and provisions set out and contained in the Owners Restrictions filed on November 25, 1997, at Book 7196, page 847, and the Amended Restrictions filed on July 27, 1999, at Book 7646, page 1912, as if the terms of the Owners Restrictions and Amended Restrictions are fully set forth herein and do hereby declare that the Subject Property described on Exhibit "A" hereto is subject to those Owners Restrictions and Amended Restrictions, which restrictions, use limitations, obligations, and provisions thereof shall be deemed to run with the land described on Exhibit "A" and shall be for the use and benefit to the Declarant, its successors and assigns and to any person or entity acquiring or owning an interest in the Subject Property and improvements, or any portion thereof, its grantees, successors, heirs, personal representatives, devisees and assigns.

The adoption of the Declarations described hereinabove shall specifically include and apply to membership in the Crystal Gardens Homeowners Association (Crystal Gardens Homeowners Association, Inc., an Oklahoma nonprofit corporation), the mandatory homeowners association created to govern the benefits and duties of ownership of a Lot in the Westlake Blks 25-28 and Westlake Blks 29-32 Additions.

IN WITNESS WHEREOF, the undersigned, being the Declarant and Owners of all of the Lots in Westlake Blks 29-32 Addition have executed these presents the 3rd day of June, 1999.

PROPERTY OWNED

All of the Lots and Blocks of Westlake Blks 29-32 Addition, except the Lots shown herein-below as owned by other parties

Block 29: Lot 3A,4B,5A,5B,9A,9B  
Block 30: Lot 4A,4B  
Block 32: Lot 1A,9A,9B,10A,10B

Block 29: Lot 3B

Block 32: Lot 1B

Block 29: Lot 4A

DECLARANT

McKean Bell Development, L.L.C., Signed by Garland Bell, manager. Notarized by Gayla Kemp.

Bell Industries, Inc., Signed by Garland Bell, President. Notarized by Gayla Kemp

Signed by Donald Gray and Lorraine Gray, husband and wife

Signed by Fred J. Muse and Carolyn J. Muse, husband and wife

Nationsbank, Successor to Boatman's National Bank of Oklahoma City, Successor Trustee to First Interstate Bank of Oklahoma, N.A., Successor Trustee to The Robert Floyd Harrington and Lucile Irene Harrington Revocable Living Trust dated October 11, 1998

**EXHIBIT "A" - LEGAL DESCRIPTION  
WESTLAKE BLOCKS 29-32, OKLAHOMA COUNTY, OKLAHOMA  
(metes and bounds legal description purposely omitted)**