

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR WESTLAKE, BLOCKS EIGHT (8) THROUGH TEN (10)**

THIS DECLARATION, made on the 1st day of June, 1984, by Westlake Partners, an Oklahoma Partnership, hereinafter referred to as "DECLARANTS",

W I T N E S S E T H:

WHEREAS, DECLARANTS are the owners of certain real property located in Oklahoma City, Oklahoma County, State of Oklahoma, which is more particularly described as:

Westlake, Blocks Eight (8) through Ten (10), an addition to Oklahoma City, Oklahoma County, Oklahoma, being a subdivision in the Northwest Quarter (NW/4) and the Northeast Quarter (NE/4) of Section Sixteen (16), Township Thirteen North (13N), Range Four West (4W), of the Indian Meridian, Oklahoma County, State of Oklahoma, according to the plat recorded in Book 51 of Plats, Page 58, and

WHEREAS, DECLARANTS desire to provide for the preservation of the values and amenities in said community and the upkeep, maintenance, improvement and administration of the community and all improvements now existing or hereafter erected thereon.

NOW, THEREFORE, DECLARANTS declare that the real property described herein above shall be held, sold, conveyed and occupied subject to the covenants, restrictions, dedications, easements, charges and liens (herein sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These covenants and restrictions shall run with the real property and shall be binding on all parties having or acquiring any right, title or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. The following words, when used in this Declaration or any Supplemental Declaration (unless the context shall so prohibit), shall have the following meanings:

A. "Properties" shall mean and refer to that certain real property described herein above.

B. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of all or any part of the Properties.

C. "Corner Lot" shall mean any Lot which abuts other than at its rear line upon more than one street and/or Common Area.

NAME

FILED - RECORDED MAIL TO

WESTLAKE PARTNERS

SUITE 300 1140 N.W.

OKLA. CITY, OK. 73101

STATE OF OKLAHOMA
JERRY DEKORBY
OKLA. COUNTY CLERK
JUN 14 4 15 PM '84
RECORDED OR FILED

D. "Street" shall mean any street, lane, drive, boulevard, court circle, road, place, manor or terrace as shown on the Plat of Westlake, Blocks Eight (8) through Ten (10).

E. "Building Limit Line" shall mean the line so designated on the Plat of Westlake, Blocks Eight (8) through Ten (10).

F. "Zero Lot Line" shall mean that line where the building limit line, side set-back and/or rear set-back lines are the same as the lot line, less one (1) inch.

G. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

H. "Developer" shall refer to Westlake Partners, an Oklahoma partnership, its successors and assigns.

I. "Owner" shall mean and refer to the record owner, whether one or more persons, of a fee simple title to any Lot which is or may become a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

J. "Association" shall mean and refer to Westlake Homeowners Association, Inc. its successors and assigns.

K. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of conveyance of the first Lot is described as follows:

Westlake, Block "A".

ARTICLE II

Property Rights

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, in accordance with the Articles of Incorporation of Westlake Homeowners' Association and its By-Laws, subject to the following provisions:

A. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

B. The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

C. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

D. The Association is authorized by this Declaration to effect a merger or consolidation with other associations or properties, but no such merger or consolidation shall be effective without prior consent of two-thirds (2/3) of the Lot Owners excluding the Developer.

E. The right of the Association to amend these Covenants is hereby so provided, subject, however, to the assent of such amendment by seventy-five percent (75%) of each class of members, and shall not be effective unless an instrument agreeing to such amendment is signed by said seventy-five percent (75%) of each class of members.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

Membership and Voting Rights

Section 1. 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. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one 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 vote be cast with respect to any Lot:

Class B. The Class B member(s) shall be the Declarant and 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, whichever occurs earlier.

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on January 1, 1989.

ARTICLE IV

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner, or the Developer in the event the Developer be the Owner, of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be four hundred eighty and no/100ths-----
-----dollars (\$480.00--) per Lot.

A. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

B. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association 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 upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of fifty or more percent (51%) of the votes of class A members who are voting in person or by proxy at a meeting duly called for this purpose. Neither annual nor special assessments may be used for the construction of capital improvements during the development period.

Section 5. Notice and Quorum for Any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

Architecture

No building shall be erected, placed, or altered on any Lot located in the above described addition until after the building plans, specifications and plat plans showing the location of such building shall 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 the side Lot and front building set-back lines by the ARCHITECTURAL COMMITTEE, composed of C. E. Duffner, Kermit P. Schafer, Jr., and James L. Meyer, or their duly authorized representative or representatives, or successors. In case of the death or resignation of any member or members of said committee, the Owners 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 predecessor to approve or disapprove such design or location within fifteen (15) days after building plans, building specifications and plot plans have been submitted to them, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval shall not be required, and this covenant shall be deemed fully complied with. Said committee and authorized representatives or successors shall act and serve until December 31, 1961 at which time the record owners of two-thirds (2/3) of the Lots in Westlake, Blocks Eight (8) through Ten (10) may designate in writing, duly recorded among the land records, their authorized representatives who thereafter shall have all the powers subject to the same limitations as were previously delegated herein to the above named committee.

ARTICLE VI

Use of Land

All of the Lots located in Westlake, Blocks Eight (8) through Ten (10) shall be reserved exclusively for use as residential Lots, and no structure shall be erected, altered, placed or permitted to remain on any Lot in said addition other than one detached single-family residence. No residence shall exceed two (2) stories in height with a private garage for not less than two (2) nor more than four (4) cars. The principal external material of all buildings in said addition shall be masonry veneer or stucco, or some other similar material covering a minimum of sixty percent (60%) of each elevation, excluding gable ends, garage doors, windows, and door openings in excess of ten (10) square feet satisfactory to the architectural committee above designated.

The roofing material may be cedar shingles, or shakes, or asphalt shingles with a minimum weight specification of 230 pounds, or the application of felt, hot asphalt and stone, commonly called built-up roof. The use of any material other than those specified above must be approved in writing by the architectural committee prior to the start of construction.

ARTICLE VI

General

1. No building or structure of any sort shall ever be placed, erected, or used for church, business, professional, trade or commercial, town or municipal purposes on any portion of any Lot or Block in Westlake, Blocks Eight (8) through Ten (10).

2. No church, business, professional office, trade or commercial, town or municipal activity of any sort may ever be conducted on any portion of any Lot or Block in Westlake, Blocks Eight (8) through Ten (10).

3. No trailer, basement, tent, shack, garage, servants' quarters or other out-buildings located on any Lot in said addition shall at any time be used as a main residence.

4. All cows, horses, goats, sheep, mules, hogs, pigs, chickens and other fowl are hereby prohibited and restricted from the use or occupancy of any part of any Lot in any portion of Westlake, Blocks Eight (8) through Ten (10).

5. No trash, ashes, or any other refuse may be thrown or dumped on any vacant Lot in Westlake, Blocks Eight (8) through Ten (10).

6. The erection, construction or maintenance of bill boards, advertising boards, or other similar structures, is hereby prohibited on any Lot in Westlake, Blocks Eight (8) through Ten (10). This prohibition, however, shall not affect signs or bill boards advertising sale of such property, provided they do not exceed eight (8) square feet in size, unless specific written consent for a larger sign is obtained from the architectural committee above designated.

7. No leaching cesspool or septic tank shall ever be constructed and/or used on any Lot or Block in Westlake, Blocks Eight (8) through Ten (10).

8. No existing erected building or structure of any sort may be moved on to or placed on any of the above described Lots or Blocks located in Westlake, Blocks Eight (8) through Ten (10), it being the intention of this covenant to definitely prohibit the moving on to, or placing of existing residential structures on any of the Lots or Blocks in Westlake, Blocks Eight (8) through Ten (10).

9. Any antenna for television, radio, citizens-band radio, or private communications use or other antenna shall not be visible from the exterior of any residence, except, however, by special written permission from the above designated architectural committee.

10. Fences may be erected along rear property lines, side Lot lines on interior Lots and on or behind front building lines or side building limit lines abutting the side street on a corner Lot as shown on the recorded plat of Westlake, Blocks Eight (8) through Ten (10).

11. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

12. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

ARTICLE VII

Size, Location

No building, nor any part thereof, shall ever be located nearer the front Lot line, nor nearer the side street Lot line, than the building set-back line as shown on the recorded plat of Westlake, Blocks Eight (8) through Ten (10), and identified as building limit line. Moreover, no residence, detached garage or other building shall be located nearer the side Lot line than a distance of five (5) feet, except where the Lot is used as a "Zero-Lot-Line"; written permission of the architectural committee must be obtained to place the structure on the side Lot line so long as there is maintained a ten (10) foot separation from the structure on the lot adjacent to the zero side building line. Where the whole or parts of two adjoining Lots are used as one building site, then the aforesaid side building line restrictions shall not apply to the contiguous sides of said Lots, but shall apply to the exterior boundaries of the actual building site used.

No single-family residential building shall ever be constructed on any Lot in Westlake, Blocks Eight (8) through Ten (10), unless the total floor space of such single-family residence, exclusive of one-story open porches, breezeways and attached garages is a minimum area of 1,390 square feet, with garage or carport facilities for a minimum of two (2) cars; however, by special written permission from the architectural committee, the referenced 1,390 square feet may be reduced by up to ten percent (10%).

Every residence erected on any Lot of said addition shall front or present a good frontage on the street, or streets, on which said plot fronts. Houses on corner Lots shall have a presentable frontage on both streets. The architectural committee, above designated, shall approve such frontage and may designate which street shall constitute the front of any individual building site.

No out-building shall exceed one and one-half ($1\frac{1}{2}$) stories in height, and in no case shall it be higher than the house to which the same is appurtenant. No out-building erected on any of said Lots shall occupy more than fifty percent (50%) of the width of the Lot upon which said out-building is located, measured along the rear line of said Lot, provided, however, that in no case shall the width of any such out-building be more than thirty (30) feet, without the consent in writing of the architectural committee. In no case can more than one such out-building be erected on any Lot.

All fences and walls constructed, placed, or maintained on any Lot or Block in said addition must be approved in writing by the architectural committee prior to its construction or erection, and no such wall or fence shall in any event whatsoever exceed six (6) feet in height, nor shall any fence be erected between the front building line and the property line, or between side street set-back line and side property line. Any hedges grown or walls constructed between the front Lot line and/or side street line and the front building limit line and/or side street set-back line of any Lot in said addition must not exceed two (2) feet in height.

ARTICLE VIII

Easements

Subject to the provisions in favor of the Owners hereinafter, easements for public utilities installation and maintenance are hereby reserved across the rear of certain Lots, and along the side of certain Lots, and as designated in other places, in accordance with the designations shown upon the recorded plat of Westlake, Blocks Eight (8) through Ten (10). The Owners specifically reserve the right at any time hereafter to amend, extinguish, or vacate the aforesaid utilities, easements and rights-of-way as to all, or any portion, of the above described property, insofar as such utility easements and rights-of-way are not actually in use.

ARTICLE IX

Right to Enforce

Should the Owners or tenants of any Lot or Lots in said Westlake, Blocks Eight (8) through Ten (10) violate any of the restrictive covenants and/or conditions contained herein and thereafter refuse to correct the same and to abide by said restrictions and conditions contained herein after reasonable notice, then, in such event, any Owner of any Lot in said Westlake, Blocks Eight (8) through Ten (10) may institute legal proceedings to enjoin, abate and correct such violation of such restrictions and conditions, and if said Owner shall prevail, the Owner violating such restriction shall pay all attorney's fees, court costs and other necessary expense incurred by the person instigating such legal proceedings to maintain and enforce the aforesaid restrictions and conditions. Said attorneys' fees, court costs and other

expenses allowed and assessed by the court, together with any damages rendered by the court for the aforesaid violation or violations shall become a lien upon the land as of the date the legal proceedings are concluded in judgment, and said lands shall be subject to foreclosure, in such action so brought to enforce such restrictions, in the same manner as liens upon real estate, the procedure for which is fixed by statute.

The invalidation of any one of the covenants above stated by judgment, or order of the court, shall in no wise affect any other of the provisions herein contained but shall remain in full force and effect.

ARTICLE X

Staged Developments

Additional land adjacent to the area described in Book 51 of Plats, Page 58 of the land records of Oklahoma County, Oklahoma, may be annexed by the Declarant without the consent of members within twenty years of the date of this instrument, provided that the FHA and VA determine that the annexation is in accord with the general plan of P.U.D.-47, heretofore approved by them.

ARTICLE XI

Use of Greenbelt

Declarant, in recording this plat of Westlake, Blocks Eight (8) through Ten (10), has designated certain areas of land as greenbelt under separate plat known as Westlake, Block "A", intended for use by the homeowners in Westlake, Blocks Eight (8) through Ten (10), for recreation and other related activities. The designated areas are not dedicated hereby for use by the general public, but are dedicated to the common use and enjoyment of the homeowners in Westlake, Blocks One (1) through Seven (7), Westlake, Blocks Eight (8) through Ten (10), Fox Run Replat and other residential plats that may be dedicated within twenty (20) years by the Declarant or its assigns, as more fully provided in the Declaration of Covenants, Conditions, and Restrictions for Westlake, Blocks Eight (8) through Ten (10).

Said Declaration of Covenants, Conditions and Restrictions is hereby incorporated and made a part of this plat.

ARTICLE XII

Duration

The covenants herein stated shall be covenants running with the land and shall be binding upon all parties and all persons claiming under them until December 31, 2003 at which time said covenants shall be automatically extended for successive periods of ten years, until by vote of two-thirds (2/3) of the then Owners of Lots in said Westlake, Blocks Eight (8) through Ten (10), it is agreed to change such covenants in whole, or in part; the intent hereof is that an option is hereby granted to the Owners to change or revoke the same, or any part thereof, by a vote of two-thirds (2/3) of the then Owners on January 1, 2004, and similar option is granted at the expiration of each ten year period thereafter.

ARTICLE XIII

FHA/VA APPROVAL


As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 1st day of June, 1983.

Westlake Partners
DECLARANT


James L. Meyer, Partner

WITNESS


C. E. Duffner, Partner

FILED 1529

OCT 31 1983

ARTICLES OF INCORPORATION
OF
WESTLAKE HOMEOWNERS' ASSOCIATION, INC.

OKLA. SECRETARY OF STATE

In compliance with the requirements of the Business Corporation Act of the State of Oklahoma as amended, the undersigned, all of whom are residents of Westlake, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is Westlake Homeowners' Association, Inc., hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 1140 N. W. 63rd Street, Suite 300, Oklahoma City, Oklahoma, 73116.

ARTICLE III

C. E. Duffner, whose address is 1140 N. W. 63rd Street, Suite 300, Oklahoma City, Oklahoma, 73116, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract or property described as Westlake, and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of Jerry DeWoody, Oklahoma County Clerk, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Oklahoma by law may now or hereafter exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The association shall have two classes of voting membership:

Class A. Class A members shall be all the Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one 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 vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and 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, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on January 1, 1989.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association, until the first annual meeting, and thereafter by a Board of nine (9) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are: The term of office for each director shall be 3 years.

Kermit P. Schafer, Jr.
1140 N. W. 63rd Street, Suite 300
Oklahoma City, Oklahoma 73116

C. E. Duffner
1140 N. W. 63rd Street, Suite 300
Oklahoma City, Oklahoma 73116

James L. Meyer
1140 N. W. 63rd Street, Suite 300
Oklahoma City, Oklahoma 73116.

At the first annual meeting the members shall elect three (3) Directors for a term of one (1) year, three (3) Directors for a term of two (2) years and three (3) Directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect three (3) Directors for a term of three (3) years.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

ARTICLE XI

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Oklahoma, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 31st day of October, 1983.

Kermit P. Schafer, Jr.
Kermit P. Schafer, Jr.

C. E. Duffner
C. E. Duffner

James L. Meyer
James L. Meyer

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)SS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this 31st day of October, 1983, personally appeared Kermit P. Schafer, Jr., C. E. Duffner and James L. Meyer, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes herein set forth.

GIV I UNDER MY HAND AND SEAL the day and year last above written.



Linda J. Hommes
Notary Public

BY-LAWS
OF
WESTLAKE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Westlake Homeowners' Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 1140 N. W. 63rd Street, Suite 300, Oklahoma City, Oklahoma, 73116, but meetings of members and directors may be held at such places within the State of Oklahoma, County of Oklahoma, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Westlake Homeowners' Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Westlake Development, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of Oklahoma County Clerk, Oklahoma County, Oklahoma.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of seven o'clock, P. M. (7:00). If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to one-fourth (1/4) of all the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three () Directors for a term of one (1) year, three (3) Directors for a term of two (2) years, and three (3) Directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect three (3) Directors for a term of three (3) years.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number vacancies that are to be filled. Such nominations may be made from among members or non-members.

) Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

ARTICLE XII

INSURANCE

Section 1. Casualty Insurance on Insurable Common Area. The Association shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Common Assessments made by the Association.

In addition to casualty insurance on the Common Area, the Association, through the Board of Directors, may elect to obtain and continue in effect, on behalf of all Owners, adequate blanket casualty and fire insurance in such form as the Board of Directors deems appropriate in an amount equal to the full replacement value, without deduction for depreciation or coinsurance, of all of the Dwelling Units, including the structural portions and fixtures thereof, owned by such Owners. Insurance premiums from any such blanket insurance coverage, and any other insurance premiums paid by the Association shall be a Common Expense of the Association to be included in the regular Common Assessments of the Owners, as levied by the Association. The insurance coverage with respect to the Dwelling Units shall be written in the name of, and the proceeds thereof shall be payable to the Association as Trustee for the Homeowners.

Section 2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area Improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Reconstruction Assessment against all Lot Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other Common Assessments made against such Lot Owner.

In the event that the Association is maintaining blanket casualty and fire insurance on the Dwelling Units, the Association shall repair or replace the same from the insurance proceeds available.

Section 3. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

ARTICLE XIII

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XIV

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Westlake Homeowners' Association, Inc.

ARTICLE XV

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of the quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall have control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall have control.

ARTICLE XVI

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Westlake Homeowners' Association, Inc., have hereunto set our hands this 31st day of October, 1983.

Kermit P. Schafer, Jr.
Kermit P. Schafer, Jr.

C. E. Duffner
C. E. Duffner

James L. Meyer
James L. Meyer

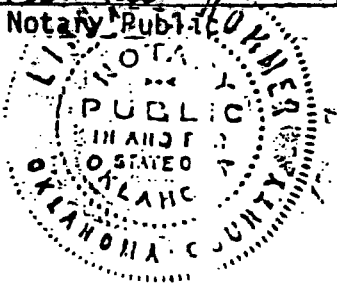
STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this 31st day of October, 1983, personally appeared Kermit P. Schafer, Jr., C. E. Duffner and James L. Meyer, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL the day and year last above written.

Linda S. Hommes
Notary Public

June 5, 1985
My Commission Expires:



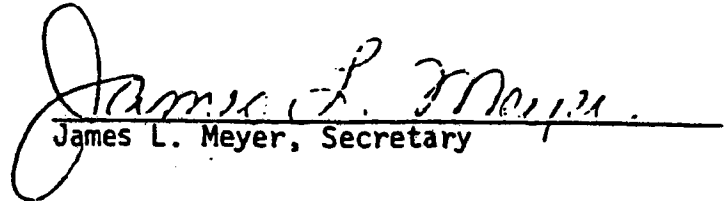
CERTIFICATION

I, THE UNDERSIGNED, do hereby certify:

THAT I AM the duly elected and acting secretary of the Westlake Homeowners' Association, an Oklahoma corporation, and

THAT THE FOREGOING By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 31st day of October, 1983.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 31st day of October, 1983.


James L. Meyer, Secretary