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, Canadian County, Oklahoma, platted into blocks, lots, streets and easements as shown on the Plat thereof recorded in the records of Canadian County, State of Oklahoma at the Book 8 at Page ~80 and described on Exhibit “A” hereto.

The Plat shall be referred to herein as the “Property” or “Project”.

B. Developer expressly declares its intention to bring the Property herein within the provisions of 60 0.8, §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 Westpointe Parkway Phase III. 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, Restrictions and Reciprocal Easements, 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, Restrictions and Reciprocal Easements 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.

E. The Covenants herein and provisions for common element ownership and maintenance are subject to amendment as provided in Article 10 hereof

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 or as provided herein.

1.2 [deleted by amendment].

1.3 [deleted by amendment].

1.4 “Commons Elements” or “Common Areas” mean and include all of the area shown on the Plat (1) not included in a lot or block to be separately owned, or (7) in connection with which there has been granted herein a reciprocal easement for egress, ingress, repair, maintenance, replacement and upkeep, being but not limited to, the Private Street, private drainage easements, gates, landscaping, pool, cabana and common areas shown on the Plat.
1.5 “Common expenses” mean and include:

1.5.1 Expenses of administration, maintenance, repair or replacement of the common elements and reciprocal easements and those portions of each parcel designated herein to be so maintained, repaired, replaced, governed and insured as a common expense.

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.

1.5.4 Expenses estimated by the Board of Managers as being necessary for operating the property, together with any reasonable reserves for such purposes as found and determined by the Board and all sums designated common expenses by or pursuant to the project documents.

1.6 “Common interests” shall mean the proportion of undivided interest in the common elements which is appurtenant to each separately owned lot graphically shown on, Exhibit “A”, and any subsequent phases described in Article 10, below.

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 elements.

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 unit.

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 [deleted by amendment].

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

1.17 “Plat” shall mean the Plats recorded in the offices of the County Clerk, a copy of the first of which is attached hereto as Exhibit “A”.

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, Restrictions and Reciprocal Easements as same may be amended from time to time, the exhibits attached hereto, the Plat and Bylaws of the 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 easements, rights and appurtenances belonging thereto.

1.21 “Reciprocal Easements” mean and includes the duties, privileges, obligations and rights shared by this Real Estate Development and any owners of lots in subsequent pits making reference and agreeing
thereto.

1.22 “Tract" means this Real Estate Development.

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

2.1 Description of Project.

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:

2.1 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”.

2.2 Common Elements.

The remaining portion of the Property, referred to herein as "common elements", shall include all of the additional continuous or non-continuous areas owned in common by the owners of the separately owned lots, parcels or areas likewise graphically shown on Exhibit “A” hereto, together with the reciprocal easements and agreements appurtenant thereto expressed herein. Each owner of each separate lot shall have, as appurtenant to his lot, a fractional 1/142nd undivided interest in the common area 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 all the owners affected and the first mortgages of such owners as expressed in amended Covenants, Restrictions and Reciprocal Easements 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 encroaching 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 chanced, 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 Bylaws, a true copy of which shall be annexed hereto. Each owner shall comply strictly with the Bylaws 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 and any owner of a lot in subsequent plats adopting these Covenant. 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 and the lot owners in any subsequent plat in which these covenants are adopted and agreed to. It is specifically understood that the numerator of the fractional interest in the common elements subject to the covenants shall be the lot owned by each lot owner and the denominator shall be the number of lots developed in the total number or pints governed by these covenants and adopted by the developer thereof Any percentage of lot owners required for an action of the Owners specified either herein, by the Bylaws or the rules and regulations shall be such percentage in the aggregate of such undivided ownership so expressed.

3.4 Membership Meetings.

Regular and Special meetings of the Owners’ Association shall be held with the frequency, at the time and place and in accordance with the provisions of the Bylaws 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 Bylaws and which shall conduct regular and special meetings according to the provisions of the Bylaws.

ARTICLE 4
MAINTENANCE AND ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments.

The Developer, for each lot owned within the project, hereby covenants and each lot owner of the separately owned 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 Owners’ Association, or a duly authorized agent thereof (collectively referred to as “Owners’ Association”): (1) regular 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 Bylaws. 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 of 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 and the areas covered by the reciprocal easements herein 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 and easements. The assessments shall also be for the purpose of defraying the costs of any insurance premiums for any policy or policies of hazard insurance issued with respect to loss or damage to any portion or the whole of the improvements on the Property obtained by the Owners’ Association.

4.3 Annual Assessments.

Until July 1 of the year immediately following the close of the sale of the first lot in the project, the maximum annual assessment 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 July 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; provided, however, that the maximum annual assessment may be neither increased more than ten percent (100%) above nor decreased for the previous year without the vote or written assent of a majority of the lot owners.

4.4 Special Assessments.

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 underestimated expense, for taxes assessed against the common element(s); provided, however, that the aggregate special assessments for any fiscal year shall not exceed five percent (5%) of the budgeted gross expenses of the Owners’ Association for that assessment year without the vote or written assent of a majority of the lot owners.

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” and adjusted to reflect the numerator and denominator set forth above in the event of the developer of separate plats adopting and agreeing to these covenants). 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 month following the close of the sale of the first lot in the project. 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 by the Owners’ Association against the latter for his share of the common expenses up to the time of the grant or conveyance without prejudice to the
grantee’s right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Owners’ Association setting forth the amount of 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 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. Suit 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 (1) 60 0.5. §851 through 855, inclusive, as same presently exist or may be hereafter amended relative to Real Estate Development and, to the extent consistent therewith, (2) the Bylaws and as stated herein.

5.2 Duties and Powers of the Board.

In addition to the duties and powers enumerated in the Bylaws or elsewhere provided for herein and without limiting time 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 Bylaws.

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 or 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 Bylaws 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 Bylaws 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 common elements as provided in the Bylaws. Specifically, but not limited to, the Board is responsible for the maintenance of the private streets, the detention improvements and for following in compliance with the Oklahoma City Code: (a) maintenance and repairs of the private streets and/or firelanes, and to provide the funds thereof for the maintenance and repairs through the use of assessments; (b) maintenance testing and repairs of all functions of the gate; (c) establishing the access code, and assuring that the emergency services have the property code number. Changing the code will not be allowed without proper notification; (d) accompanying the Fire Department officers during annual inspection and testing of the opening systems; and (e) maintaining a service agreement with a qualified contractor to insure year round maintenance. The responsibility of the Board for maintenance and repair shall not extend to repair or replacements arising out of or caused by the willful or negligent act or neglect of an owner or his guests, tenants or invitees. 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” servicing the lot of an owner or owners 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 provide oversight for the duties imposed on the Board on paragraph 5.3, above, and 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 Use of Individual Lots

No lot shall be occupied and used except for uses permitted by the then current Zoning Ordinance of the City of Oklahoma City.

7.2 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.

7.3 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.

7.4 Signs.

No signs or banners or flags (except patriotic flags) of any type shall be displayed to the public view on any lots or on any portions of the Property except such signs as are approved by the Board. Nothing in this subsection shall be construed to prohibit one “For Sale”, “For Lease”, or “For Sale or Lease” sign on each lot. With the homeowners approval, “political” signs will be permitted. Homeowners are asked to limit one sign per candidate or cause. All signs should conform in total size as determined by the Board of Managers.

7.5 Animals.

No animals or birds of any kind shall be raised, bred or kept on any lot or on any portion of the Property, except as allowed by the Board.

7.6 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.
7.7 Radio and Television Antennas.

No alteration to or modification of a central radio or television antenna system or cable television system, 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.

7.8 Right to Lease.

The respective lots shall not be rented by the owners thereof for transient or hotel purposes. Subject to the foregoing restrictions, the owners of the respective lots shall have the absolute right to lease the lots provided that the lease is made subject to the covenants, conditions, restrictions, limitations and uses contained herein and the Bylaws and any reasonable rules and regulations published by the Board.

7.9 Clothes Lines.

No exterior clothes lines shall be erected or maintained and there shall be no outside laundering or drying of clothes.

7.10 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.

7.11 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.

7.12 No Warranty 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 or 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.

7.13 Minimum Residence Construction Requirement

No residence shall:

(i) be less than 1350 square feet, excluding garage and out buildings; provided, however, the residences on Lots 3 and 5, Block 3 may be 1300 square feet, excluding garage and outbuilding;

(ii) be constructed with less than 60% of its exterior composed of brick;

(iii) and roofed with any shingle having a weight of less than 240 pounds per square of such shingling material; with no roof having any pitch not less than a 7/12 pitch;

(iv) contain any fireplace chimney other than brick,

Should subsequent plat(s) adopt these covenants, the foregoing restrictions will govern unless specified otherwise.

7.14 Fences
Any fences erected by owners of lots abutting collector streets within the subdivision will be in accordance with the materials, description, and measurements established by the Developer or by the Homeowner’s Association.

7.15 Basketball Goals.

No permanent basketball goal shall be erected on any portion of the front of the residence or in the front yard or driveway.

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 Except as provided in 8.3.2, below, to the extent not inconsistent with 60 O.S. § 851, et seq., as same is now or may hereafter be amended, an amendment of the covenants 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.

8.3.2 Any amendment to the Covenants, Conditions Restrictions and Reciprocal Easements affecting a change in any of the following provisions herein must be agreed to by owners or at least sixty-seven percent (67%) of the aggregate interest in the common elements as established by the Covenants, Conditions, Restrictions and Reciprocal Easements:

8.3.2.1 Voting Rights;
8.3.2.2 Assessments, assessment liens or subordination of assessment liens;
8.3.2.3 Reserves for maintenance, repair and replacement of common areas;
8.3.2.4 Responsibility for maintenance and repairs;
8.3.2.5 Reallocation of interests in the general or limited common areas or rights to their use;
8.3.2.6 Boundaries of any lot;
8.3.2.7 Convertibility of lots into common areas or vice versa;
8.3.2.8 Expansion or contraction of the project or the addition, annexation or withdrawal to or from the project;
8.3.2.9 Insurance or fidelity bonds:
8.3.2.10 Lease of lots;

8.3.2.11 Imposition of any restrictions on a lot owners right to sell or transfer his or her lot:

8.3.2.12 A decision by the Owner’s Association to establish self management when professional management had been required previously by an eligible mortgage holder;

8.3.2.13 Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents;

8.3.2.14 Any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or

8.3.2.15 Any provisions that expressly benefit mortgage holders, insurers or guarantors.

8.3.3 Any amendment must be recorded and shall become effective upon being recorded in the office of the County Clerk of Canadian County, Oklahoma.

8.3.4 In the event that the owners, by unanimous action, vote to remove a property from the provisions of 60 OS. §851, et seq., as it now exists or may be hereafter amended, the eligible mortgage holders representing at least sixty-seven percent (67%) of the votes of the mortgaged lots must agree before the action may be effectuated.

8.3.5 With respect to any amendment other than one provided for in Section 8.3.2, above, any mortgage holder entitled to notice pursuant to Section 8.5.2, below, who fails to submit a response to any notice of any proposal for any such amendment within thirty (30) days after the notice of the proposal is received shall be deemed to have impliedly approved the proposed action.

8.4 Encroachments.

Each lot within the Property is hereby declared to have an easement over all adjoining lots and the common elements for the purpose of accommodating any encroachment due to engineering error, error in original construction, settlement or shifting of the building or any other cause. There shall be valid easements for the maintenance of said encroachments as long as they shall exist and the rights and obligations of owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event will a valid easement for encroachment be created in favor of an owner or owners if said encroachment occurred due to the willful misconduct of said owner or owners. In the event a structure is partially or totally destroyed and then repaired or rebuilt, the owners of each lot agree that minor encroachments over adjoining lots or common elements shall be permitted and that there shall be a valid easement for the maintenance of said encroachments so long as they shall exist.

8.5 Mortgage Protection Clause.

8.5.1 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.

8.5.2 Notice to Lenders.

All institutional lenders that have filed with the Owners’ Association an appropriate request shall be entitled to receive the following notices in writing from the Owners Association:

8.5.2.1 Notice of any proposed change in the project documents, which notice shall be given thirty (30) days prior the effective date of such change;
8.5.2.2 Notice of default by the owner or trustor of any deed of trust or mortgage on a lot (the beneficial interest in which is held by said institutional lender) in the performance of such owner's or trustor's obligations under the project documents, which default is not cured within thirty (30) days;

8.5.2.3 Notice of any damage or destruction to any individual lot subject to a deed of trust or mortgage (the beneficial interest in which is held by said institutional lender, which damage exceeds One Thousand Dollars ($1,000.00), which notice shall be given immediately upon the Board's obtaining knowledge of such damage or destruction; and

8.5.2.4 Notice of arm loss to or taking of any portion of the common elements or facilities or improvements thereon, which loss or taking exceeds Ten Thousand Dollars ($10,000.00), which notice shall be given immediately upon the Board's obtaining knowledge of such loss or taking.

8.5.3 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 takings 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.

8.6 Insurance: Damage or Destruction.

8.6.1 Reconstruction by Lot Owners.

In the event of damage to or destruction of any improvement on any lot, the owner shall reconstruct the same as soon as reasonably practicable and in substantially in accordance with the original plans and specifications therefor. Each owner shall have an easement of reasonable access onto any adjacent lot for purposes of repair or reconstruction of his lot as provided in this Sub-Article.

8.6.2 Association Liability 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. Such insurance shall be in amounts deemed appropriate to the Board and to mortgagees holding first mortgages covering individual lots.

8.6.3 Additional Owners' Association Insurance.

The Owners' Association may purchase such other insurance as it may deem necessary, including without limitation, fire and extended coverage on common elements, plate-glass insurance, workmen's compensation, directors liability and errors and omissions insurance, and shall purchase fidelity coverage against dishonest acts by an directors, officers, employees or agents of the Owners' Association (whether said individuals are paid or volunteers) who are responsible for handling funds collected form the owners and belonging to or administered by the Owners' Association as the insured and shall provide coverage in an amount not less than one and one-half (1/2) times the Owners' Associations' estimated annual operating expenses and reserve.

8.6.4 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 owner to obtain additional individual insurance.
8.6.5 Proceeds from Insurance.

If any of the common element improvements are damaged by fire or other casualty, insurance proceeds payable to the Owner’s Association shall be used to rebuild or repair such damage substantially in accordance with the original plans and specifications therefor. Any excess insurance proceeds shall be deposited to the general funds of the Owners' Association. In the event the proceeds of the Owners’ Association insurance policy are insufficient to rebuild or repair a common element, then the Owners' Association may use funds from its general account or, if necessary, from levying a special assessment on all unit owners (or on those responsible for the damage) to restore or rebuild said common element.

8.6.6 Waiver of Subrogation: Notice of Cancellation.

All property and liability insurance carried by the Owners’ Association or the owners shall contain provisions whereby the insurer waives rights of subrogation as to the Owners’ Association, officers and directors and any owner, their guests, agents and employees.

8.7 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:

8.7.1 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

8.7.2 Prevent Developer or its representatives from erecting, constructing and maintaining on any part or parts of 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

8.7.3 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

8.7.4 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.

8.7.5 Prevent Developer from developing subsequent phases pursuant to Article 10 hereof In this connection, the main gate will remain open from 7:00 am. to 7:00 p.m. until all construction in all phases is completed.

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, Restrictions and Reciprocal Easements.

8.8 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 these Covenants, Restrictions and Reciprocal Easements or in the Bylaws shall be deemed to be binding on all owners, their successors, and assigns.
8.9 Conflicts of Project Documents.

If there is any conflict among or between the project documents, priority shall be given to project documents in the following order: Plat; these Covenants, Conditions, Restrictions and Reciprocal Easements; Bylaws; and Rules and Regulations of the Owners’ Association.

8.10 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.

ARTICLE 9
INCONSISTENCIES WITH PLAT

9.1 In the event that a provision herein is inconsistent or conflicts with a specific provision of the Owners’ Certificate and Dedication of the Plats herein the provisions of said Plat shall supercede and govern the use and occupancy of the said Property covered thereby to the extent of the inconsistency; otherwise, the provisions hereof shall obtain.

ARTICLE 10
ADDITIONAL DEVELOPMENT

Developer is the owner of certain real estate situated in the city of Oklahoma City, Oklahoma, of which the Plat described on Exhibit “A” is a part, the whole of the Property subject to this Article 10 being shown on Exhibit “A” as the Plat and “Future Phase”; and the "Future Phase” on said Site Plan to which this Article 10 is directed is described on Exhibit “C” attached hereto and made a part hereof and is hereinafter referred to as “the balance”.

In a manner that is consistent with the use restrictions contained in Article 7 hereof the balance may be developed, in whole or in part, for residential purposes as either a rental apartment project known as a “congregate” as hereinafter more fully described, a unit ownership estate pursuant to Title 60 Okla. Stat. §501, et seq., a Planned Unit Development subjected to the provisions of 60 Okla. Stat. 851-855, inclusive, or single or duplex family residences. Developer will build certain driveways and walks in the balance which will provide egress and ingress between all of the Property shown on Exhibit “A”.

Developer, as owner of the balance or any portion thereof as hereinafter expressed, also intends to install sewer, water, electric, gas and drainage lines in, under and upon the Property described on Exhibit “C” and desires to establish and create for the benefit of the Property described on Exhibit “A” and the balance (a) certain rights of use, ingress and egress in, over and upon the driveways and walks, any lake described therein, and the other common elements of the Property described on Exhibit “A” and the right to maintain and repair the same and (b) certain rights to use, maintain, repair and replace utility and drainage facilities, as provided hereinafter.

In connection with the foregoing, Developer states as follows:

10.1 Subject to the exercise of the option provided owner of the balance or any portion thereof as hereinafter expressed, Developer does hereby establish and create for the benefit of the balance and does hereby give, grant and convey to each and every individual and business, or other entity hereafter owning any portion of the balance, the following easements, licenses, rights and privileges (the tract described on Exhibit “A” is hereinafter referred to as “Plat” and the Property described on Exhibit “C” is “the balance” and are collectively called “the Development Tracts” hereinafter):

10.1.1 Pedestrian Easements. Nonexclusive easements for the purpose of pedestrian traffic between each Development Tract and: (i) each other Development Tract which is contiguous thereof; (ii) the public street and alleys now or hereafter abutting or located on any portion of the total site; (iii) the public walkways, escalators, elevators, concourses, plazas, malls, skywalks and bridges now and hereafter abutting or located on any portion of the total site; all common elements within each development and (iv) the public parking areas now and
hereafter abutting the total site or constituting a Development Tract: limited, however, to those portions of each Development Tract which are improved by the owner thereof from time to time for pedestrian walkways and made available by such owner for general use as such portions may be reduced, increased or relocated from time to time by each such owner.

10.1.2 Vehicular Easements. Nonexclusive easements for the purpose of vehicular traffic between each Development Tract and the private or public streets and alleys now and hereafter abutting or located on any portions of the Development Tracts which are improved by the owner thereof from time to time for vehicular accessways as such portions may be re-located from time to time by such owner.

10.1.3 Utility Easements. Nonexclusive easements for the installation, operation, maintenance, repair, replacement and removal of water lines and systems; telephone lines and systems; gas lines and systems; sanitary sewer lines and systems; electrical lines and systems; storm sewers, drainage lines and systems; any other utility lines or systems hereafter developed to serve one or more of the development parcels—provided, however, that all pipes, wires, lines, conduits, mains, sewers, systems and related equipment (hereafter called “Utility Facilities”) will be installed underground or otherwise enclosed and will be installed, operated and maintained in a manner which will not unreasonably interfere with the use of the Development Tract or improvements on which such Utility Facilities are located. The owner of any Burdened Tract affected by any of such utility easements will have the right, at any time, and from time to time, to relocate any Utility Facilities then located on the Burdened Tract on the conditions that (i) such right of relocation will be exercisable only after thirty (30) days prior written notice of the intention to relocate has been given to all owners using the Utility Facilities to be relocated; (ii) such relocation will not unreasonably interrupt any utility service to the improvements then located on the Benefitted Tract(s); (iii) such relocation will not reduce or unreasonably impair the usefulness or function of the Utility Facilities to be relocated; (iv) all costs of such relocation will be borne by the owner relocating the Utility Facilities.

10.1.4 Access Easements. Nonexclusive easements between each Development Tract and the public and private streets and ways abutting or crossing any portion of the total site for the purpose of providing ingress, egress and access to the casements hereby created.

10.1.5 Landscaping and Beautification Easements. Nonexclusive easements for the purpose of landscaping the beautification, including installation, replacement, modification, care and maintenance, excluding: (i) building and areas within building structures; and (ii) limited common elements designated in a unit estate (condominium) declaration with respect to all or any portion of the total site.

10.1.6 Recreational Use Easements. Nonexclusive easements for the purpose of using and enjoying recreational areas or facilities, subject to such rules, regulations, restrictions and exclusions prescribed by the project documents herein created by Developer which operate and apply uniformly to all owners of residential tracts and their permittees, excluding (i) buildings and building structures, except recreational buildings and structures; and (ii) limited common elements designated in a unit estate (condominium) declaration with respect to all or any portion of the total site.

10.1.7 Self-Help Easements. Nonexclusive rights to entry and easements over, across and under each Development Tract for all purposes reasonably necessary to enable any other owner of a Development Tract to perform any of the provisions of this Agreement which a defaulting owner has failed to perform.

10.2 Unimpeded Access. The owners agree that no barricade or other divider will be constructed between the Development Tracts and the owners will do nothing to prohibit or discourage the free and uninterrupted flow of pedestrian traffic throughout the total site in the areas designated for such purpose by the owner of each Development Tract; provided that each owner will have the right to temporarily erect barriers to avoid the possibility of dedicating such areas for public use or creating prescriptive rights therein.

10.3 Use of Easements. Subject to the reasonable rules and regulations adopted for the use of each Development Tract subjected to these Covenants pursuant to Article 10 hereof by the owner thereof the use of all easements created by this instrument will, in each instance, be nonexclusive except as provided in paragraph 10.2 of this Article 10 and for the use and benefit of the owners, their representative successors, assigns and such agents, customers, invitees, licensees, employees, servants, contractors, mortgagees, tenants and tenants customers. invitees, employees, servants, licensees, contractors and agents as might be designated by each owner from time to time (all of which persons are hereafter called “permittees”). Each owner of a Development
Tract specifically reserves the right, at any time and from time to time, to promulgate such rules and regulations applicable to the owners Development Tract as might be reasonably imposed to promote the health, safety, welfare and security of such Development Tract the improvements located thereon and the permittees of such owner. Each owner of a Development Tract may, at any time and from time to time, remove exclude and restrain any person from the use, occupancy or enjoyment of any easement hereby created or the area covered thereby for failure to observe the reasonable rules and regulations established as provided herein. If unauthorized use is being made of any easement area by any of the owners or their respective permittees, such unauthorized use may be restrained or terminated by appropriate proceedings after written notice to the defaulting owner and failure to abate such unauthorized use within a reasonable time.

10.4 Maintenance of Easement Areas. Except to the extent that such areas might be operated and maintained by public authorities or utilities, the owner of each Burdened Tract will operate and maintain all of the areas of the Burdened Tract which are subject to the pedestrian and vehicular easements created by paragraphs 10.1.1 and 10.1.2 of this Article 10 of this instrument in sound structural and operating condition at the sole expense of the owner of the Burdened Tract. The owner of each Burdened Tract pursuant to paragraph 10.1.3 of this Article 10 will operate and maintain all Utility Facilities located within the boundaries of such Burdened Tract in sound structural and operating condition (except to the extent that such operation and maintenance is performed by public authorities or utilities) and any expenses occasioned thereby will be borne by the owners of the Benefitted Tract(s) which are serviced by such Utility Facilities in the ratio which the gross xxor area of the improvements located on each Benefitted Tract bears to the total gross floor area of the improvements located on all Benefitted Tracts; provided, however, that each owner will pay all costs associated with the operation and maintenance of Utility Facilities and the consumption of utility services which relate solely to the improvements located on a single Development Tract and no other owner will have any liability with respect thereto. No costs of operation and maintenance are associated with the easements provided by paragraphs 10.1.4 and 10.1.7 of this Article 10. The costs of operation and maintenance of the easements provided in paragraph 10.1.5 and 10.1.6 of this Article 10 shall be allocated as follows:

10.4.1 Allocation of Costs and Assessments. Until such time as the owner or owners of the balance exercise the option hereinafter provided, the Owners Association created by this instrument governed by Articles 1 through 9, inclusive, above, shall be under no obligation to recognize any other easement herein created other than those created by paragraphs 10.1.1, 10.1.2, 10.1.3, 10.1.4 and 10.1.7, of this Article 10, above, conditioned upon the contribution to the maintenance thereof by the owners of the balance as herein provided. in the event, however, that the owner of the balance exercises the option hereinafter provided, the said owner or owners of the balance shall contribute a fraction, expressed above, of the costs of maintenance. It is understood that the owners of the balance may divide the said fraction, above, in such proportions as they may agree in writing.

10.4.2 Composition of Board and Procedure. The Board of Managers shall be composed of at least one representative from the Owners Association created by the Covenants, Conditions, Restrictions and Reciprocal Easements of Articles I through 9, inclusive, above herein and one representative from the balance, irrespective of the number of developments or plats into which the balance is divided.

10.4.3 Optional Rights of the Balance. In the event the owners of all of the balance executed an election in recordable form to subject the balance to the liabilities imposed by this Article 10 with respect to the option (or election) to enjoy the benefits and privileges accruing with respect to the use of the recreational and landscape easements provided in paragraphs 10.1.5 and 10.1.6 hereinabove, all the provisions of this agreement will apply thereto.

10.5 Duration. Easements, covenants, restrictions, benefits and obligations hereunder shall be perpetual and run with the land or until terminated by the provisions of these Covenants or by the law. These Covenants shall create privity of contract and/or estate with and among all grantees of all or any part of the said entire premises, their heirs, executors, administrators, successors and assigns.

10.6 Indemnity. Each owner agrees to indemnify and hold harmless each other owner from all claims arising from the use of the easements hereby created to the extent that such use occurs within the boundaries of the Development Tract of such owner. The owner of each Development Tract on which construction is performed agrees to indemnify, defend and hold harmless each other owner and each other owner’s Development Tract and the improvements located thereon from all loss, cost, damage, liability and expense (including reasonable attorneys’ fees) resulting from the assertion of any mechanics’, materialmen’s or other liens. Each owner agrees to maintain policies of fire and extended coverage insurance and public liability insurance issued by reputable
companies in amounts and on policy terms customary for the improvements of such owner. Each owner releases each other owner from any liability for any loss or damage of the type provided by fire and extended coverage insurance and grants to each other owner, on behalf of any insurer providing such insurance, a waiver of any right of subrogation which any insurer of any owner might acquire against any other owner by virtue of payment of any loss covered by such insurance.

10.7 Legal Effect. Each of the easements and rights created by this Agreement are appurtenant to the Development Tract to which they relate and may not be transferred, assigned or encumbered except as an appurtenance to such Development tract. For the purpose of each such easement and right, the Benefitted Tract will constitute the dominant estate and the Burdened Tract will constitute the servient estate. Each covenant contained in this Agreement:

(a) is made for the direct, mutual and reciprocal benefit of each other Development Tract now or hereafter constituting a part of the total site;

(b) creates mutual equitable servitudes on each Development Tract in favor of each other Development Tract;

(c) constitutes a covenant running with the land;

(d) binds every owner now having or hereafter acquiring an interest in any Development Tract; and

(e) will inure to the benefit of each owner and each owners successors, assigns and mortgagees.

Each owner agrees that, on conveyance of all or any part of the total site or a Development Tract, the grantee, by accepting such conveyance, will thereby become a new party to and be bound by this Agreement. In each such instance, the owner conveying an interest in the total site or a Development Tract agrees:

(a) to require the grantee to assume and agree to perform each of the obligations of the conveying owner under this Agreement with respect to the portion of the total site or Development Tract conveyed to such grantee by means of a written instrument executed, acknowledged and recorded in Oklahoma County, Oklahoma; and

(b) to give notice of each such conveyance and agreement to each other owner within ten (10) days after the execution thereof— which notice will be accompanied by a copy of such conveyance and agreement.

On such assumption by a grantee and the giving of notice thereof the conveying owner will thereafter be released from any obligation under this Agreement arising thereafter with respect to the portion of the total site or Development Tract so conveyed. Each owner agrees on the written request of the conveying owner to execute and deliver any appropriate documents or assurances to evidence such release.

10.8 No Dedication. Nothing contained in this Agreement will be deemed to constitute a gift, grant or dedication of any portion of a Development Tract to the general public or for any public purpose whatsoever, it being the intention of the owners that this Agreement will be strictly limited to the private use of the owners and their respective permittees. This Agreement is intended to benefit the owners and their respective successors, assigns and mortgagees and is not intended to constitute any person which is not an owner, a third-party beneficiary hereunder or to give any such person any rights hereunder.

10.9 Amendment. This Agreement and any provision herein contained may be terminated, extended, modified or amended as to the total site or any Development Tract only as provided above. No amendment, modification, extension or termination of this Agreement will affect the rights of the holder of any mortgage constituting a lien on any portion of the total site or a Development Tract except as provided herein. No tenant, licensee or other person having only a possessory interest in the improvements constructed on a Development Tract will be required to join in the execution of or consent to any action of the owners taken pursuant.

10.10 Condemnation. In the event the whole, or any part, of a Development Tract is taken for any public or quasi-public use under any governmental law, ordinance, regulation or by right of eminent domain or by private purchase in lieu thereof an owner benefitted by an easement created by this Agreement will no share in any award, compensation or other payment made by reason of the taking of a portion of any Development Tract which
subject to such easement and such award, compensation or other payment will belong entirely to the owner of that portion of the Development Tract which is taken and such owner will have no further liability to any other owner for the loss of such easements, or portion thereof, located on the Development Tract so taken.

10.11 Default: Remedies. The owners agree that the provisions of this Agreement will be enforced as follows:

10.11.1 Injunctive Relief. In the event of any violation or threatened violation by any owner of any of the provisions of this Agreement, in addition to the right to collect damages, each owner will have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, written notice of the violation will be given to the owner claimed to have committed such violation.

10.11.2 Self-Help. In the event any owner fails to perform any of the provisions of this Agreement, any other owner will have the right, without being obligated to do so, to enter upon the Development Tract and improvements of such defaulting owner and perform the obligations of the defaulting owner hereunder; provided, however, that written notice of such intention, specifying the nature of the alleged default and the actions to be performed, has been given to the defaulting owner not less than ten (10) days prior to the commencement of such action or not less than twenty-four (24) hours prior to such commencement if in the reasonable judgment of the owner giving notice, such default is of an emergency nature. During such ten (10) day or twenty-four (24) hour period, as the case may be, the defaulting owner will have the right to perform or commence performance of action appropriate to remedy such default and, provided such action is diligently carried to completion, the right of such other owner to perform the obligation of the defaulting owner will terminate. If an owner elects to perform the action to have been performed by a defaulting owner, on completion of such action or from time to time if the action is of a continuing nature, an itemized statement of cost thereof will be submitted to the defaulting owner and the amount thereof will be immediately due and payable by the defaulting owner, which amount will bear interest at the rate of fifteen percent (15%) per annum until paid.

10.11.3 Force Majeur. If performance of any action by any owner is prevented or delayed by act of God, war, labor disputes or other cause beyond the reasonable control of such owner, the time for performance of such action will be extended for the period that such action is delayed or prevented by such cause.

10.11.4 Notice of Default. An owner shall be in default under this Agreement unless the owner has received written notice specifying the nature of such default and has failed to cure or commence appropriate action to cure such default within the times herein provided.

10.11.5 No Termination. No breach of this Agreement will entitle any owner to cancel, rescind or otherwise terminate this Agreement. The foregoing limitation will not effect, in any manner, any other right or remedy which any owner might have by reason of any breach of this Agreement.

10.12 Miscellaneous. The owners further agree as follows:

10.12.1 Approvals. When approval by any owner is required hereunder, such approval will not be unreasonably withheld. Unless provision is made for a specific period of time, the period of time in which approval will be granted will be thirty (30) days and, if an owner neither approves nor disapproves a proposed action within the period, the owner shall be deemed to have given such owners approval. If an owner disapproves any action proposed by another owner hereunder, such disapproval will not be effective unless the reasons for such disapproval are stated in writing.

10.12.2 Notices. All notices, statements, demands, approvals and other communications given pursuant to this Agreement will be in writing and will be delivered in person or be certified or registered mail, postage prepaid, to the owners at the addresses maintained by the owners on file with the office of the Oklahoma County Assessor for delivery of ad valorem tax statements relating to the Development Tract until such addresses are changed by notice.

10.12.3 Attorneys Fees. If any owner institutes any action or proceeding against another owner relating to the provisions of this Agreement or any default hereunder, the unsuccessful owner in such action or proceeding will reimburse the successful owner therein for the reasonable expenses of attorneys’ fees and disbursements incurred by the successful owner.
10.12.4 Waiver of Default. No waiver of any default by any owner will be implied from the failure by any other owner to take any action in respect of such default. No express waiver of any default will affect any default or extend any period of time for performance other than as specified in such express waiver. One or more waivers of any default in the performance of any provision of this Agreement will not be deemed a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any act of request by any owner will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request. The rights and remedies provided by this Agreement are cumulative and no right or remedy will be exclusive of any other or of any other right or remedy at law or in equity which any owner might otherwise have by virtue of a default under this Agreement and the exercise of any right or remedy by any owner will not impair such owner's standing to exercise any other right or remedy.

10.12.5 No Partnership. Nothing contained in this Agreement and no action by the owners will be deemed or construed by the owners or by any third person to create the relationship of principal and agent or a partnership or a joint venture or any association between or among any of the owners.

10.12.6 Severability. If any provision of this Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which the determination of invalidity or unenforceability was made) will not be affected thereby and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

10.12.7 Governing Law. This Agreement will be construed in accordance with the laws of the State of Oklahoma.

10.12.8 Captions. The captions of the paragraphs of this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained.

10.12.9 Time. Time is of the essence of this Agreement.

10.12.10 Binding Effect. The provisions of this Agreement will be binding on the owners and their respective successors, assigns and mortgages to the extent herein provided.


Exhibit "A" and A-1" Legal Description and Plat (intentionally omitted)

Exhibit "B" - Bylaws (intentionally omitted)

Exhibit "C" – Abstracters Special Certificate (intentionally omitted)
KNOW ALL MEN BY THESE PRESENTS:

RECITALS

WHEREAS, Rockwell, L.L.C., an Oklahoma Limited Liability Company ("Rockwell") 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, "851-85, as amended) as Westpointe Parkway Phase III, which plat was filed on June 27, 2000 and recorded at Plat Book 8 page 280, office of the County Clerk of Canadian County, Oklahoma; and

WHEREAS, Rockwell filed an Owners Certificate and Restrictions ("Owners Restrictions") as to the Subject Property whereby ownership of the Lots in Westpointe Parkway Phase III was made subject to the restrictions and provisions stated in said Owners Restrictions, which Owners Restrictions was filed on November 14, 2000 and recorded at Book 2386, page 215, office of the County Clerk of Canadian County, Oklahoma; and

WHEREAS, it is the intent of this instrument to delete or amend any provisions inconsistent with the establishment of Westpointe Parkway HOA, Inc., a non-profit corporation, as the one and only homeowners association for the owners/members of Lots in Westpointe Parkway Phase III and any reference to provisions of the Owners Restrictions should be considered in that light; and

WHEREAS, the undersigned being the owners of more than sixty-seven (67%) percent of the Lots in Westpointe Parkway Phase III do hereby wish to amend the Owners Restrictions ("Amended Restrictions") for the purpose of adding a mandatory homeowners association for the use and benefit of all the lot owners in Westpointe Parkway Phase III and, further, to add various other provisions as set forth hereinbelow, all as follows:

DELETED PROVISIONS OF ORIGINAL OWNERS RESTRICTIONS

A. The following Sections are hereby deleted in their entirety and are replaced by one of the Additional Provisions contained hereinbelow.

Section 1.2 on page 2 (Book 2386, page 216) "Board" or "Board of Managers".

Section 1.3 on page 2 (Book 2386, page 216) "By-Laws".

Section 1.15 on page 3 (Book 2386, page 217) "Owners' Association".

B. Exhibit "B" By-Laws (Book 2386, pages 246-262, inclusive) are deleted in their entirety and replaced by those certain Bylaws adopted by the incorporators of Westpointe Parkway HOA, Inc., an Oklahoma non-profit corporation.

C. Any other deletion or amendment necessary to effectuate the intent of this amendment.

AMENDED PROVISIONS OF ORIGINAL OWNERS RESTRICTIONS

1. All references to By-Laws are hereby amended to mean those Bylaws described hereinbelow in Additional Provisions
ADDITIONAL PROVISIONS

The undersigned owners do hereby adopt all of the provisions contained in the original Owners Restrictions not deleted or amended hereinabove and do hereby add the following provisions to said restrictions as if the following provisions were originally a part thereof:

ARTICLE 11 – HOMEOWNERS ASSOCIATION

11.1 Additional Definitions

"Association" or "Homeowners Association" means the WESTPOINTE PARKWAY HOA, INC., an Oklahoma non-profit corporation its successors and assigns, the Certificate of Incorporation and Bylaws of which shall govern the administration of this real estate development, the members of which shall be all of the owners of the Lots.

"Builder" means an individual or other entity that purchases an unimproved Lot for the purpose of constructing thereon a single-family residence for sale to an owner-occupant.

"Building" means one or more of the building improvements lying within the real estate described on Exhibit "A".

"Common Areas" means all portions of the real estate development other than the Lots and other than publicly dedicated right-of-ways which are shown on the recorded plat for WESTPOINTE PARKWAY PHASE III as Common Areas or designated by the Association as a Common Area, including all improvements and appurtenances thereunto.

"Declarant" or "Developer" shall mean and refer to Rockwell, LLC, an Oklahoma Limited Liability Company, its successors and assigns.

"Lot" means a portion of the subject land designated for separate ownership, and its dwelling improvements, the boundaries of which lot being the lot lines as shown on the recorded plat of the real estate described on Exhibit "A".

"Obligation(s)" shall mean all annual dues and special assessments attributable to an Owner or a Lot.

"Original Declarant" shall mean and refer to Rockwell, L.L.C and its successors and assigns.

"Owner" means a person or persons, firm, corporation, partnership, trust, association or other legal entity, or any combination thereof, who owns one or more lots.

"Person" means a natural person, corporation, partnership, association, trust, other entity, or any combination thereof.

11.2 Compliance with Provisions of Declaration, Certificate of Incorporation and Bylaws. Each Owner shall comply strictly with the provisions of this Amended Restrictions, the Certificate of Incorporation, the Bylaws of the Association and the rules, regulations, decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure and refusal after written notice to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in connection therewith and interest on all of such amounts at the highest lawful rate, which action shall be maintainable by the Managing Agent or Board of Directors in the name of the Association on behalf of the owners or, in a proper case, by an aggrieved Owner.

11.3 Revocation or Amendment to Owners Restrictions and Declaration. These Amended Restrictions shall not be revoked unless all of the Owners and all of the holders of any recorded mortgage or lien covering or affecting any or all of the Lots unanimously consent and agree to such revocation by instrument(s) duly recorded. Except as provided herein, these Amended Restrictions shall not be amended unless the Owners representing an aggregate ownership interest of eighty percent (80%), or more, of the Lots agree to such amendment by instrument(s) duly recorded. However, these Amended Restrictions may not be amended to remove or restrict
any of the rights granted or reserved herein to the Original Declarant without its express written consent.

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

11.5 Ownership of Common Areas. All Common Areas shall be owned in fee simple by the Association.

11.6 Association’s Maintenance and Responsibility. The Association shall be responsible only for the maintenance, operation and repair of the Common Areas and the improvements thereon, 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.

11.7 Classes of Membership; Voting Rights. The 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 Original 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 Original 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, 2008;

(3) Earlier at the discretion of the Original Declarant.

11.8 Interim Control of Association. Until such a time as fifty (50%) percent of the platted Lots are occupied by Owners who are not the Original Declarant or a Builder, or the Original Declarant elects to hold the initial meeting of the Association for election of a Board of Directors by the Class A and Class B member(s), the Association shall be managed by one or more persons, who do not have to be Lot Owners, under contract with the Association. Once fifty (50%) percent of the Lots have been occupied governance of the Association shall pass to a duly elected Board of Directors pursuant to the applicable provisions of the Certificate of Incorporation and Bylaws.

11.9 Assessment for Annual Dues and Special Assessments.

(A) Obligation to Pay Dues. Except as stated in this Section 11.9, all Owners shall be obligated to pay the annual dues imposed by the Bylaws and the Board of Directors of the Association to meet the expenses of the Association.

(B) Initial Dues and Due Dates. Annual Dues and the annual Due Date shall be initially set in the Bylaws of the Corporation. The Bylaws shall provide for different levels of dues for the Original Declarant, a Builder and a Homeowner. Once a lot is occupied by a Class A Member and dues are owed, dues shall be paid annually in advance on the date set by the Board of Directors. Annual dues for the first year shall be prorated and collected by the closing agent or, if none, by the purchaser, at the time of transfer of title and promptly remitted to the Association or its agent. Annual Dues may be adjusted up or down by the membership or the Board of Directors as provided in the Bylaws.
(C) Special Assessments for Capital Improvements; Assent; Notice. In addition to the annual dues hereof, the Board of Directors may levy a special assessment (@Assessment@) applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement, including the necessary fixtures and personal property related thereto, provided that any such special assessment shall have the assent of 2/3rds of the Owners, voting in person or by proxy, at a meeting duly called for this purpose. Written notice of which shall be given to all members at least ten (10) days in advance, which shall set forth the purpose of the meeting. No special assessment may be levied upon the Original Declarant.

(D) Unsold Lots. There shall be no Annual dues on lots owned by the Original Declarant (Class B member) and Builders, nor shall any Special Assessment be passed so as to effectively impose a buy-in on new owners.

(E) Assessment Lien; Priority; Notice of Lien; Recording; Enforcement; Receiver; Mortgagee may pay Assessment All unpaid assessments and annual dues chargeable to any Lot, including any fees, late charges, fines or interest, shall constitute a lien on such Lot prior to all other liens except the following: (1) assessments, liens and charges for taxes past due and unpaid on the Lot, (2) judgments entered in a Court of Record prior to the due date of the annual dues or assessment date, (3) mortgage instruments of encumbrance duly recorded prior to the due date or date of such assessment, and (4) mechanic's and materialmen's liens arising from labor performed or material furnished upon a Lot prior to the due date or date of such assessment. To evidence such lien, the Board of Directors shall prepare a written notice of assessment lien setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot, such a notice shall be signed by one of the Board of Directors or by one of the officers of the Association, or a management agent of the Board of Directors, and shall be recorded in the office of the County Clerk of Oklahoma County, Oklahoma. Such lien for the annual dues or special assessment shall attach from the due date thereof and impart notice to third parties from the date of the recording thereof. Such lien may be enforced by the foreclosure of the defaulting Owner's Lot subsequent to the recording of a notice or claim thereof by the Association in like manner as a mechanics or materialmen's lien on real property. In any such proceedings the Owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien and, in the event of foreclosure proceedings, the additional costs, expenses and attorney's fees incurred. The owner of the Lot being foreclosed shall be required to pay to the Association the yearly assessment for the Lot during the period of foreclosure, and the Association shall have the power to purchase a Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. Any mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any unpaid annual dues or special assessments payable with respect to such Lot, and such payment shall not be deemed a waiver by the Association of default by the Lot Owner.

(F) Annual Dues and Assessments Collectible on Sale. Upon the sale or conveyance of a Lot, all unpaid annual dues or assessments, including interest and costs and reasonable attorney's fees incurred in collection, shall be first paid out of the sales price or by the purchaser in preference of any other assessments or charges of whatever nature, except the following:

Assessments, liens and charges for taxes past due and unpaid on the Lot;

Judgments entered in a Court of Record prior to the due date of annual dues or a special assessment;

Mortgage instruments of encumbrance duly recorded prior to the date of such assessments;

Mechanic's and materialmen's liens arising from labor performed or material furnished upon a Lot prior to the date of such assessment; and

In a voluntary conveyance of a Lot the grantee of the Lot shall be jointly and severally liable with the grantor for all unpaid dues and assessments by the Association, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the management agent or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the Lot conveyed be subject to a Lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.
(G) Mortgaging a Lot; Priority; Mortgage Subject to Declaration; Mortgagee in Title-Unpaid Assessments.
An Owner shall have the right from time to time to mortgage or encumber his Lot and the interests appurtenant thereto, but the lien created thereby shall be subject to the terms and provisions of these Amended Restrictions, and any mortgagee or other lienholder who acquires a Lot through judicial foreclosure, public sale or other means shall be subject to the terms and conditions of these Amended Restrictions except as specifically excepted herefrom. Where the holder of a first mortgage of record or other purchaser obtains title to the Lot as a result of foreclosure of the first mortgage or deed in lieu of foreclosure, such acquirer of title shall not be liable for the annual dues or assessments chargeable to such Lot which became due prior to acquisition of title to such Lot by such acquirer.

(H) Non-Exemption from Payment; Board Responsibility to Collect; Interest, Costs, and Attorney Fees; Suit; Notice to Mortgagee. The amount of annual dues and assessments assessed against each Lot shall be the personal and individual debt of the Owner thereof. No Owner may exempt himself from this liability by waiver of the use of enjoyment of any of the Common Areas or by abandonment of his Lot. The Board of Directors shall have the responsibility to take prompt action to collect any unpaid dues or assessments which remain unpaid more than fifteen (15) days from the due date for payment thereof. In the event of a default by an Owner in the payment of the assessment, such Owner shall be obligated to pay interest at the rate of eighteen percent (18%), or such higher rate (provided the same shall not be usurious) as the Board of Directors may from time to time determine, per annum on the amount of the assessment from the due date thereof, together with all expenses, including attorney's fees, incurred to collect such dues or assessments together with late charges as provided by the Bylaws of the Association. Suit to recover a money judgment for obligations may be instigated in Oklahoma County, Oklahoma, and may be maintainable without foreclosing or waiving the lien securing same additionally, in the event that the mortgage on a Lot should so provide, a default in the payment of an obligation shall be a default in such mortgage and if required by the mortgagee by written notice to the Association, the Board of Directors shall give notice of any default in payment of an assessment to the mortgagee.

11.10 Eminent Domain. If part of a Common Area is acquired by eminent domain, the award must be paid to the Association. The Association shall represent the Lot Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Areas, or part thereof. Each Lot Owner appoints the Association as attorney-in-fact for such purposes.

11.11 Association Rights to Use and To Grant Easements. The Association, in its sole discretion, may from time to time grant easements and rights of way on, across, under and over the Common Areas to any municipal corporation or public utility company, or other entity providing water, sewer, gas, electricity, telephone, cable television, or other similar service to the real estate development.

11.12 Prohibition of Employment or Other Pecuniary Gain. No part of the assessments or net earnings of the Association shall inure to the benefit of any Lot Owner or individual, except to the extent that Lot Owners receive the benefits from the maintenance, repair, operations, additions, alterations and improvement responsibility of the Association. No Lot Owner may receive compensation, directly or indirectly, for services rendered as an officer, director or employee of the Association.

11.13 Registration of Mailing Address of Lot Owners; Association Address. Each Owner shall register his mailing address with the Association, and notices or demands intended to be served upon an Owner shall be sent by mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Secretary of the Board of Directors of the Association or served upon the service agent of the Association.

11.14 Declarant's Special Reservations. In addition to the reservations stated throughout these Amended Restrictions and notwithstanding anything herein to the contrary Original Declarant hereby reserves the rights contained in this Article.

(A) Special Amendment. Original Declarant hereby reserves and is granted the right and power to record a Special Amendment to these Amended Restrictions at any time and from time to time which amends these Amended Restrictions (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future
(B) Original Declarant Business Office; Models. Original Declarant and any Builder active in the Addition may maintain a business and sales office, models, and other sales facilities necessary or required until all of the Lots are sold.

(C) Amendment as to Unsold Lots; Waiver. Original Declarant hereby reserves the right to revoke or amend these Amended Restrictions, by written instrument filed of record in the County Clerk’s office, to remove or amend the restrictions set forth herein on any Lot owned by Original Declarant. The Original Declarant shall have the power to grant to any Owner a waiver, variance, or exception of and from any of the provisions of these Amended Restrictions.

(D) Signs. Original Declarant, and any Builder active in the Addition, reserves the right to erect such signs as it deems necessary for the sale and marketing of the property and Lots described herein.

(E) Transfer of reserved rights. After Original Declarant has sold all Lots owned by him any and all rights reserved herein shall be transferred to and become vested in the Homeowners Association, with the exception of those rights granted or reserved to the Builders in the Addition so long as said Builders still own Lots or homes for sale in the Addition.

11.15 Severance. If any of the provisions of these Amended Restrictions or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of these Amended Restrictions, and the application of any such provisions, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

11.16 Failure to Enforce Not Waiver. No provision contained in these Amended Restrictions shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

11.17 Covenants to Run With the Land. The covenants, conditions and restrictions of these Amended Restrictions shall run with and bind the project and shall inure to the benefit of and be enforceable by the Original Declarant or any Owner, their respective legal representatives, heirs, successors and assigns.

11.18 Enforcement at Law or In Equity; Notice to Mortgagee of Uncured Default. Any Owner or Original Declarant, so long as Original Declarant has a record interest in the covered property, shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Amended Restrictions or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation. Failure to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

11.19 Attorneys Fees. In the event action is instituted to enforce any of the provisions contained in these Amended Restrictions, the party prevailing in such action shall be entitled to recover from the other party thereto, as part of the judgment, reasonable attorneys’ fees and costs of such suit.

11.20 Conflict with original Owners Certificate and Restrictions. 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.
IN WITNESS WHEREOF, the undersigned, being the owners of at least sixty-seven (67%) percent of the lots and blocks in Westpointe Parkway Phase III have executed these presents the day and year shown in each Owners acknowledgment.

Signed by Joe Love and Claud Cypert, Co-Managers of ROCKWELL, L.L.C., an Oklahoma limited liability company. Notarized by Mary F. Smith. Also signed by numerous Additional Owners.