

OFFICE OF THE SECRETARY OF STATE



NOT FOR PROFIT
CERTIFICATE OF INCORPORATION

WHEREAS, the Certificate of Incorporation of

WESTCLIFFE OWNERS ASSOCIATION, INC.

has been filed in the office of the Secretary of State as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this certificate evidencing such filing.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.



Filed in the City of Oklahoma City this 27th
day of November, 2001.

M. De Hunter
Secretary of State

By: *Dana Perry*

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
WESTCLIFFE

A RESIDENTIAL SUBDIVISION TO THE
CITY OF OKLAHOMA CITY, OKLAHOMA

*Return to:
Danforth Development
Box 424
Spencer, OK 73084*

THIS DECLARATION, made as of the 12 day of December, 2001, by Danforth Development L.L.C., a limited liability company, the Developer of Westcliffe Subdivision, hereinafter referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of certain real estate located in the City of Oklahoma City, Oklahoma County, State of Oklahoma, consisting of portions of the Northwest Quarter (NW/4) of Section 30, Township 13 North, Range 4 West of the Indian Meridian, Oklahoma County, Oklahoma, as more specifically described on Exhibit A-1 hereto, which property has been, or will be in the future, platted into blocks, lots, streets and easements, under the name of Westcliffe (with later additions to be annexed thereto) as more particularly described in the Plat filed and/or Plats to be filed for said subdivision, including as part thereof permanent open areas, playgrounds, parks with improvements, buildings and structures erected or to be erected thereon, and other common facilities and areas for the benefit of this particular community;

WHEREAS, Declarant expressly declares its intention to develop Westcliffe and all additions thereto as a single family residential development within the provisions of 60 Okla. Stat. §§ 851 through 855, inclusive, in order to insure the management, maintenance, preservation, improvement 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, and to establish an entity and agency for such purpose and, in addition, to collect and disburse the assessments and charges hereinafter created.

WHEREAS, there was incorporated on the 27TH day of November, 2001, under the laws of the State of Oklahoma, as a non-profit corporation, an entity known as Westcliffe Owners Association, Inc. for the purpose of exercising the aforementioned functions.

NOW, THEREFORE, Declarant states and hereby declares that the real property described on the Plat appended hereto is and shall be held, sold, conveyed and occupied subject to the conditions, covenants, restrictions, dedications, easements, charges and liens (the "Covenants") hereinafter set forth, together with any additional property as may by subsequent amendment or declaration be added to and subjected to these Covenants, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These Covenants shall run with the real property and shall be binding upon, and inure to the benefit of, Declarant and its successors in title, and any and all parties having or acquiring any right, title or interest in the property. All of the areas in Westcliffe, and all additions annexed thereto which are zoned and platted by the Declarant for single family residential use, which are not separately owned lots, shall be owned in common by the owners of the separately owned lots, parcels or areas. In the original Plat appended hereto, the Common Areas shall consist of Blocks A through J, inclusive.

CAPITOL ABSTRACT AND TITLE COMPANY

1608 N.W. EXPRESSWAY
OKLAHOMA CITY, OKLAHOMA 73118

01123014

Doc # **2001179692**
Bk **8298**
Pg **1118-1132**
DATE 12/18/01 14:41:10
Filing Fee \$41.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

15/41

ARTICLE 1

DEFINITIONS

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

1.1 "Assessments" shall mean that portion of the cost of maintaining, improving, repairing, insuring, operating and managing the Property which is to be paid by each separate Owner as determined by the Association, these Covenants and the By-Laws.

1.2 "Association" shall mean and refer to Westcliffe Owners Association, Inc., a non-profit corporation to be incorporated under the laws of the State of Oklahoma, its successors and assigns.

1.3 "Board" shall mean the Board of Managers of the Association.

1.4 "Builder" shall mean a person or entity who has purchased, or contracted with Declarant to purchase, a Lot or Lots for the purpose of construction of a residence for sale to a third party.

1.5 "By-Laws" shall mean and refer to the By-Laws of the Association, as such By-Laws may be amended from time to time.

1.6 "Common Areas" mean and include all of the area on the Plats not included in the numerically identified lots to be separately owned, whether improved or unimproved, which are owned, leased or controlled by the Association for the common use and enjoyment of members of the Association, including the community pool facilities.

1.7 "Common expenses" means and includes:

1.7.1 Expenses of administration, maintenance, repair or replacement of the Common Areas and improvements thereon;

1.7.2 Expenses agreed upon as common by all the separate Owners or declared common by provisions of the By-Laws.

1.8 "Common profit" means the balance of all income, rents, profits and revenues from the Common Areas and Association dues and Assessments remaining after the deduction of the common expenses.

1.9 "Lot" shall mean any one of the separately identified parcels of real property, numerically described and designated as a Lot on the Plat appended as Exhibit "A".

1.10 "Member" shall mean and refer to an owner of a Lot or a Builder. All owners other than Declarant and Builders are Class A Members. Builders shall be Class B Members. Declarant shall be the Class C Member.

1.11 "Owner(s)" shall mean the record owner, whether one or more persons or entities, of legal title to any Lot which is or may become a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Each Owner shall be a member of the Association.

1.12 "Plat" shall mean each and every Plat filed by the Declarant and recorded in the records of the County Clerk of Oklahoma County, Oklahoma, which covers all or any portion of the Property. The original Plat is appended hereto as Exhibit A.

1.13 "Property" means and includes the real property described in the Plat, and such additions and annexations thereto and all other real property which may be zoned and platted by Declarant for single family residential purposes within, or appurtenant to, the said Northwest Quarter (NW/4) of Section 30, which is annexed to the above-described property and/or brought within the jurisdiction of and subject to assessment by the Association by declaration of the Declarant.

1.14 "Residence" shall mean an improvement constructed for occupancy by a single family located on one Lot. Each Residence shall be constructed in conformity with the architectural and design standards set forth herein or in the By-Laws appended hereto.

1.15 "Residential Use" shall mean the occupation or use of a Residence in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county or municipal rules and regulations.

1.16 "Single Family" shall mean one or more persons each related to the other by blood, marriage, legal adoption or legal guardianship, or a group of not more than three persons not all so related, who maintain a common household in a Residence. Single Family shall also include domestic servants who maintain a common household in a Residence.

ARTICLE 2

FUTURE INTENT

2.1 Future Additions. Although this Declaration describes only the real property depicted on the original Plat of Westcliffe, appended as Exhibit A, it is the intention of the Declarant to cause additional declarations to be filed with respect to other property located within or appurtenant to the Northwest Quarter (NW/4) of said Section 30, which additional declarations will be complementary hereto or shall incorporate these Covenants. The future declarations will provide that the Owners of the Lots in such additions shall be Class A Members of the Association. Builders shall continue to be Class B Members of the Association. The Declarant, its successors or assigns, will continue as the sole Class C Member of the Association. Such future declarations shall also describe and convey any additional Common Areas to be owned by the Association. During its existence, the Association will include, as members, every Owner of a lot zoned for single family residential use within, or appurtenant to, the said Northwest Quarter (NW/4) which is, or may in the future be, platted by Declarant as a residential lot within Westcliffe, or any additions or annexations thereto.

Each Member of the Association will be subject to the Association's Articles of Incorporation, By-Laws, rules and regulations, as from time to time established and/or amended. The Common Areas which will be owned by the Association, as reflected on the Plat of Westcliffe, appended hereto, will ultimately include other lands within or appurtenant to the said Northwest Quarter (NW/4) which are not included on the appended Plat.

If within twenty (20) years of the date of incorporation of the Association, the Declarant or its successors and assigns should develop additional lands within, or appurtenant to, the said Northwest Quarter (NW/4), such additional lands may be annexed to the Property and subjected to these Covenants without the consent of the Members.

ARTICLE III

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

3.1 Division of Property. The Property is hereby divided into the following separate freehold estates:

3.1.1 Lots. The Lot designations and statement of location and immediate area to which any Lot has access and any other data necessary for its proper identification are graphically described on the appended Plat.

3.1.2 Common Areas. The remaining portion of the Property is referred to herein as "Common Areas", as graphically described on the appended Plat as Blocks A through J, inclusive.

3.1.3 Conveyance of Common Areas and Dedication of Easements. Declarant, in consideration of the benefits to be derived from this development, the receipt and sufficiency of which is acknowledged, hereby grants, bargains, sells and conveys to Westcliffe Owners Association, Inc., its successors and assigns, all of it right, title and interest in and to the Common Areas within Westcliffe, being more specifically described as Blocks A through J, inclusive, on the Plat of Westcliffe, a residential subdivision to the City of Oklahoma City, Oklahoma County, Oklahoma.

3.2 Lots Subject to Restrictions. All Lots in Westcliffe, including all additions thereto, shall be acquired, transferred, assigned or conveyed subject to the easements, conditions, restrictions and covenants of ownership set forth in these Covenants and in the By-Laws appended hereto, as same may be amended from time to time.

ARTICLE 4

ASSOCIATION, ADMINISTRATION, CLASSES OF MEMBERS AND VOTING RIGHTS

4.1 Association to Manage Property. The administration of the Property shall be governed by the By-Laws of the Association, a true copy of which shall be available for inspection by all Owners at the offices of the Association. Each Owner shall comply strictly with the By-Laws and with the administrative rules and regulations adopted pursuant thereto, as either of the same may be amended from time to time, and with these Covenants.

4.2 Membership. The Association shall be composed of all of the Owners of separate Lots as same are hereinabove described. Membership in said Association shall be appurtenant to, and may not be separated from, ownership of any Lot, even though such interest and membership is not expressly mentioned in the deed or other instrument of conveyance. Ownership of a Lot shall be the sole qualification for membership in the Association.

4.3 Classes of Members. The Association shall consist of Class A Members, Class B Members and the Class C Member.

4.3.1 Class A Members. Class A Members shall be all those Owners of single-family residential Lots with the exception of Class B and Class C Members. Each Class A Member shall be entitled to one vote for each Lot in which he holds the interest required for membership as set forth herein. When more than one person holds such interest in any 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 A Members shall also include Owners of Lots in additions which may be developed, platted and subjected by Declarant to the provisions of these Covenants by future amendment of these Covenants or otherwise.

4.3.2 Class B Members. Class B Members shall be Builders who have purchased, or contracted with Declarant to purchase, a Lot or Lots. Class B Members shall not be entitled to vote on Association matters.

4.3.3 Class C Member. The Class C member shall be the Declarant. The Class C membership shall cease to exist when Declarant and Class B Member (i) own no interest in any Lot in Westcliffe, as same is shown on the Plat appended as Exhibit A, and (ii) own no interest in any Lot in any additions which may be subjected to these Covenants in the future.

4.4 Voting. The proportionate representation for voting purposes in the meetings of the Association shall be one (1) vote per Lot for Class A Members. The Class C Member shall be entitled to six (6) votes for each Lot owned by Declarant and six (6) votes for each Lot owned by a Class B Member. Class B Members shall not be entitled to vote on Association matters and business.

4.5 Membership Meetings. Regular and special meetings of the Association shall be held in accordance with the provisions of the By-Laws appended hereto and incorporated herein.

4.6 Board of Managers. The affairs of the Association shall be managed by a Board of Managers ("Board"), which is hereby established by the appended By-Laws. The Board shall conduct regular and special meetings according to the provisions of the By-Laws.

ARTICLE 5

MAINTENANCE AND ASSESSMENTS

5.1 Creation of Lien and Personal Obligation of Assessment. Each Class A Member, by acceptance of a deed for a Lot, and each Class B Member, by acceptance of a deed for any Lot or execution of a contract to purchase a Lot from Declarant, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association the assessments set forth herein, each such assessment to be fixed, established, and collected from time to time as herein-after provided. The purchase, annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Member's property superior to any homestead or other exemption provided by law, but shall not be prior or superior to any purchase money mortgage lien or any first mortgage on a home. Said lien may be enforced by the Association and may be recorded and/or foreclosed in any manner provided by the laws of the State of Oklahoma for the foreclosure of mortgages or deeds of trust, with or without power of sale. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of (or in the case of Builders, who had purchased or had contracted to purchase) such property at the time when the assessment fell due. The personal obligation shall not pass to successors in title unless expressly assumed, but, nevertheless, the lien shall continue to be a charge and lien upon the land as above provided.

5.2 Purchase Assessments. Upon the initial sale by Declarant of each Lot to a Builder or other original purchaser, or upon the execution of a contract to purchase between a Builder and Declarant, there shall be immediately due and owing to the Association, a Purchase Assessment in the amount of One Hundred Dollars (\$100.00) per Lot transferred or subject to the contract to purchase, which amount is assessed, due and payable, as of the date of each transaction. All of such assessments shall be deposited into the Association's account(s) as provided in the By-Laws.

5.3 Annual Assessments. Commencing on January 1, 2002, and on the first day of each year thereafter, there shall be an annual assessment due from each Class A and Class B Member for each Lot owned (or subject to a contract to purchase) the amount of which shall be as set forth herein:

<u>Type of Member</u>	<u>Amount</u>
Class A	\$200.00
Class B	\$100.00
Class C	\$ 0.00

The annual assessment for all Members shall be due and payable on or before January 15th. Provided, if a Class B Member shall acquire a Lot subsequent to the assessment date of January 1st, the Class B Member shall pay a pro rata share of the annual assessment calculated by multiplying the Class B Assessment amount times a fraction, the numerator being the number of days remaining in the calendar year at the time the Class B Member purchased or contracted with Declarant to purchase the Lot and the denominator being 365. Provided further, if the Class B Member shall sell the Lot during the calendar year for which the assessment has been paid, the Class B Member shall be entitled to a prorated refund of the assessment. The amount refunded shall be determined by multiplying the Class B assessment amount times a fraction, the numerator being the number of days remaining in the calendar year upon the sale of the Lot to a Class A Member and the denominator being 365.

5.3.1 Commencement Date of Annual Assessments for Class A Members. The annual assessments provided for herein as to Class A Members shall commence on the date on which a single-family home is constructed thereon and first occupied by the Owner or by any other person occupying all or any part of such structure. The Board shall determine the amount of the annual assessment due from such Owner, calculated by the following formula: Annual Assessment Amount times the days remaining in calendar year/365. The initial annual assessment shall be assessed, due and payable upon closing of the transaction wherein the Lot is transferred to a Class A Member. Thereafter, annual assessments shall be due and owing as of January 1st of each subsequent year by the Owner of the Lot occupying same as of said date.

5.4 Increase of Annual Assessment. From and after September 1, 2002, the Board, after consideration of current maintenance costs and future needs of the Association, may increase the annual assessment of Class A Members by a maximum of 10% per year, effective as of the following January 1st, without a vote of the members. Increases in the annual assessments of Class A Members in excess of 10% per year must be approved by a majority of the Class A Members. There shall be no increase in the annual assessment paid by the Class B Member(s) without the express written approval of same by the Class C Member. Provided, in the event a Builder or his tenant occupies a structure as a residence, then the Builder will be deemed to be a Class A Member in regard to said Lot.

Notwithstanding any other provision within these Covenants and/or the By-Laws of the Association, Class A Members shall not be entitled to amend the Covenants and/or the By-Laws in any manner which would subject the Class C Member to an Assessment by the Association and/or which would increase the amount of the assessments on Class B Members, unless the Class C Member consents in writing to such action.

Provided further, Declarant shall pay deficits and necessary reserves required for the Association to pay annual operating expenses. Upon majority vote of the Board of Managers, the Association may assess the amount of any such unpaid deficit or necessary reserve as a lien against the Lots owned by Declarant. All liability of Declarant for reserves and deficits to the Association's budget shall

terminate upon the earlier event of (a) ownership by Class A Members of 50 or more Lots in Westcliffe Section I; or (b) January 1, 2008.

5.5 Special Assessments. The Association may levy a special assessment upon Class A Members for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on or related to the Common Areas, including the community pool, buildings, fixtures and personal property or fences located on the Common Areas, or to defray any unanticipated or underestimated expense normally covered by the purchase assessment or any regular assessment (and, where necessary, for taxes assessed against the Common Areas); provided that, any such assessment or charge as to any period shall have the assent of two-thirds (2/3rds) of the Class A Members at a meeting called for such purpose, written notice of which shall be sent to all Members not less than fifteen (15) and not more than thirty (30) days in advance of the meeting setting out the purpose of the meeting. Special assessments may also be levied against any individual Lot and its Owner, other than Declarant, to reimburse the Association for costs incurred in bringing that Owner and his Lot into compliance with these Covenants and/or the By-Laws.

5.6 Purpose of Assessments. The assessments, including the purchase assessment and any annual or special assessments which may be levied by the Association, shall be used exclusively to provide for the management and maintenance of the Common Areas for the common good of the Property and Members. Annual assessments shall include an adequate reserve fund to insure, maintain and repair the Common Areas.

5.7 Allocation of Assessments. Each Lot owned by Class A Members shall bear an equal share of any aggregate regular and special assessment, other than special assessments levied against an individual Owner pursuant to ¶ 5.5.

5.8 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 Owner from liability for any assessments thereafter becoming due or from the lien thereof. 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 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 Association setting forth the amount of the unpaid assessments due the 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 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.

5.9 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 and/or lien 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 Association, its attorney or other person authorized by this document or by law to make the sale, after failure of the Owner to pay such assessment. The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at the foreclosure sale and to 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, which penalties may include attorney fees and expenses of

litigation or collection, against an Owner who is in default in payment of any assessment, after notice and hearing according to the By-Laws.

ARTICLE 6

DUTIES AND POWERS OF THE ASSOCIATION AND BOARD

6.1 Statutory Duties and Powers of the Association. The duties and powers of the Association shall be as required, implied or necessary by 60 Okla. Stat. §§ 851 through 855, inclusive, as same presently exist or may be hereafter amended relative to Real Estate Developments.

6.2 Other Duties and Powers of the Association. In addition to the duties and powers enumerated in the By-Laws or elsewhere provided for herein, the Association, acting through the Board, may enforce these Covenants and shall:

6.2.1 Maintenance and Repairs. Maintain, insure, repair, replace, restore, operate and manage all of the Common Areas.

6.2.2 Enforcement. Enforce the provisions of this Declaration by appropriate means including, without limitation, the expenditures of funds of the Association, the employment of legal counsel and the commencement of legal proceedings.

6.2.3 Insurance. 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 Association.

6.2.4 Rules and Regulations. The Board shall adopt and enforce such rule and regulations as the Board deems desirable for the use, security and safety of Owners in respect to the Common Areas. Rules and Regulations adopted by the Board shall be prominently displayed or otherwise published to the Owners.

ARTICLE 7

USE RESTRICTIONS AND ARCHITECTURAL CONTROL

In addition to all of the covenants contained herein, the use of the Property and each Lot therein is subject to the following use restrictions and architectural controls and limitations:

7.1 Nuisances. No noxious, illegal or offensive activities shall be carried on in any Lot, or in any 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 by an Owner 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 canceled or to cause a refusal to renew the same, or which will impair the structural integrity of any building. The Board shall have the power to make and to enforce reasonable rules and regulations in furtherance of this provision.

7.2 Use of Lots. Except as may be provided hereinbelow, each Lot shall be used for single family residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Lot for residential purposes shall not be considered to be a violation of this covenant. Any lessee or tenant shall in all respects be subject to the terms and conditions of these Covenants, the By-Laws and any rules and regulations adopted hereunder. Without the prior written consent of the Board, nothing shall

be done or kept on any Lot or on the Common Areas which would increase the rate of insurance charged to the Association for the Property over what the Association, but for such condition or activity, would pay.

7.3 Architectural Standards and Building Committee. No residence shall be erected or altered on any Lot except as is installed or approved by the Declarant in connection with the initial construction of buildings or until the building plans and specifications and plot plan showing the location of such building have been approved in writing as to the conformity and harmony of external design with existing structures in Westcliffe, and as to the location of the building with respect to topography and finished ground elevation by a building committee composed of DAVID P. ROBERTS and RUSSELL L. ROBERTS, or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location. In the event the building committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications shall have been submitted to it, approval will not be required and the Owner submitting such plans and specifications shall be deemed to have complied with this provision. The building committee may act upon its own motion or upon the written request of any Owner. The Association, building committee or its representatives may institute suit to enjoin or to remove such additions, alterations or improvements, which have not been approved as provided herein, at any time, and all costs and attorney fees shall be the responsibility of the Owner whose actions caused such suit to be instituted. No permission or approval shall be required to rebuild in accordance with the original plans and specifications or to rebuild in accordance with the original specifications previously approved by the building committee. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. Unless they shall sooner resign, the original members of the building committee, and their successors, shall be replaced, effective January 1, 2015, with three individuals, all of whom must be Owners, who shall serve for such terms as designated by the Board.

7.4 Structural Size Restriction. The floor area of the main structure, exclusive of porches, basements and garage(s), shall not be less than 1600 square feet.

7.5 Brick or Stone Construction. Unless otherwise approved by the building committee, the principal exterior of the first floor of any residence, excluding the roof, shall be at least seventy percent (70%) brick, stone or stucco, as approved by the Building Committee, and thirty percent (30%) may be frame wood, shingles or other materials which will blend together with the brick, stone or stucco. It is the intent of this restriction to allow panels of other materials other than brick, stone or stucco to be used, but in no event shall a continuing wall consisting of thirty percent (30%) or more of the exterior of the residence be built of any material other than brick, stone or stucco. This restriction is intended to restrict the principal exterior of the first floor of residences to masonry in their construction, but may be modified to allow use of other materials to blend with the masonry to eliminate repetition of design, provided such modification must be approved in writing, in advance, by the building committee. No wood fireplace chimneys or chases will be allowed. All wood burning fireplaces must have a brick, stone or stucco chimney or chase.

7.6 Garages and Carports. Garages must be at least two cars wide and must be attached to the residence. No carports shall be permitted on the Property.

7.7 Roof Construction. Unless otherwise approved by the building committee in writing, the roof of each residential structure, including garages and detached structures, shall be constructed with Elk Prestique II shingles, or an equivalent or superior shingle approved by the building committee, which shingles shall be of gray weathered wood color. Upon written application to the building committee, the building committee may approve variances to this restriction if such variance, in the opinion of the building committee, conforms to the architectural standards of the Property. All such variances must be approved in writing by the building committee.

7.8 Setback and Side Building Limits. No building structure or part thereof shall be erected or maintained on any Lot nearer to the front street or the side street than the front building limit or the side building limit line as shown on the Plat. Generally, no building structure or any part thereof shall be located, placed or maintained within five feet (5') of the side Lot line of any Lot. Chimney chases shall be allowed to reasonably protrude beyond the side and rear Lot set back lines. No building structure or part thereof shall be erected or maintained within fifteen feet (15') of the back Lot line. Set back requirements for corner Lots are reflected on the Plat.

7.9 Garbage, Trash and Refuse Disposal. All Lots shall be kept free from all rubbish, trash and garbage, which 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.

7.10 Pets. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot or building site, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

7.11 Above Ground Pools. No pools with a capacity of more than 100 gallons of water shall be installed, placed, erected or maintained above the surface of the ground of any Lot.

7.12 Vehicle Restrictions. No trailer, recreational vehicle, camper (including a camper shell on a pickup truck or other vehicle), mobile home, commercial vehicle, truck (other than standard size pickup truck), inoperable vehicle, boat or similar equipment shall be permitted to remain upon any Lot, Common Area or street, except within a completely enclosed garage, other than temporarily. For purposes of this restriction "temporarily" means a period less than 24 hours. 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 marking of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Association. No noisy or smoky vehicles shall be operated on the Property. No off-road unlicensed motor vehicles shall be maintained or operated on the Property.

7.13 Diseases and Insects. No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

7.14 Signs. No signs or billboards shall be displayed to the public view on any Lot except signs placed by builders or licensed realtors for the sale or rental of property and such signs as are approved by the Association or committee appointed by the Association. Provided, an Owner's "For Sale" or "For Rent" sign, approved by the Association as to size and content, may be displayed.

7.15 Radio and Television Antennas. No radio tower shall be constructed or installed upon any Lot or Common Area. No alteration to, or modification of, a central radio or television antenna or cable 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, including satellite dish receivers with diameters in excess of thirty inches (30"), without the written consent and approval of the building committee.

7.16 Liability of Owners for Damage to Common Areas. The Owner of each Lot shall be liable to the Association for all damages to the Common Areas or improvements thereon caused by such Owner or any occupant or guest of such Owner.

7.17 Power Equipment and Car Maintenance. No power equipment, workshops or car maintenance shall be permitted on any Lot as a commercial venture. Car maintenance, other than routine servicing of vehicles (oil change, car wash, etc.), shall not be conducted on the Property except wholly within the garage of a residence.

7.18 Temporary Structures. No structure of a temporary nature, including trailers, basements, tents, shacks, garages, barns or other outbuilding shall be used on any lot or building site at anytime as a residence, either temporarily or permanently. This restriction shall not apply to temporary business offices of builders.

7.19 Outbuildings. No outbuildings, sheds or storage structures with a floor space larger than 80 square feet or a height of more than 6½ feet shall be constructed or located on any Lot without the prior written approval of the building committee.

7.20 Waiver of Restrictions by Building Committee. The Building Committee is authorized to waive any of the terms and conditions of these covenants pertaining to the construction and location of structures if the Building Committee determines that the requested waiver would be in conformity and harmony with the external design of existing structures, and/or as to the location of the building or structure with respect to topography and finished ground elevation. All such waivers shall be documented by written confirmation sent to the Owner(s) who requested such waiver and by filing a copy thereof in the Minutes of the Association.

7.21 Fencing and Special Fence Restrictions on Lots Appurtenant to Certain Streets and Common Areas. Owners of Lots which abut (either on the side Lot line or rear Lot line) Hefner Road, Still Hollow Drive, Walnut Hollow Drive, or any other street within Westcliffe and/or Common Areas B, D, F, H and I, as described on the Plat appended hereto, shall construct and maintain cedar stockade fences on the boundary of such Lot with said streets or Common Areas and/or upon the Lot's setback line appurtenant to said streets or Common Areas, upon or prior to occupancy of any structure on said Lot. All such fences shall be uniform in design and shall be constructed of six foot (6') cedar stockade fence with steel posts spaced on eight foot (8') centers. All posts and support structures for fencing panels shall be installed on the residential Lot side of the fence, leaving the picket side of the fence forming a uniform and consistent facing. No other fence shall be permitted on the Lot lines which abut said streets or Common Areas. No Owner of any Lot appurtenant to said streets or Common Areas shall construct any additional fence parallel to the uniform fence described herein. Extensions, additions or modifications to such fence are prohibited without the prior written approval of the building committee. The Owner of the Lot shall be responsible for maintaining the fence in good repair and replacement of the fence, as needed.

Owners of Lots 1 through 7, inclusive, of Block 5, as shown on the Plat, shall construct and maintain cedar stockade fences on the rear Lot line of such Lots, upon or prior to occupying any structure on said Lot. All such fences shall be uniform in design and shall be constructed of six foot (6') cedar stockade fence with steel posts spaced on eight foot (8') centers. All posts and support structures shall be installed on the side appurtenant to Chapel Hill Memorial Gardens.

7.22 Warranty of Enforceability. While the Declarant has no reason to believe that any of the restrictive covenants of this Article 7 or elsewhere in these Covenants 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 Westcliffe 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 defend and hold the Declarant, its representatives, successors and assigns, harmless therefrom.

7.23 Prohibition of Alteration and Improvement. No building, structure, shed, fence, wall, obstruction, balcony, screen, patio, patio cover, tent, awning, sheds, carport, carport cover, improvement or structure of any kind shall be commenced, erected, or maintained upon the Property, nor shall any alteration or improvement of any kind be made to any previously constructed structure, until the same has been approved in writing by the building committee.

7.24 Enforcement and Access by Managers and Building Committee. The Board shall have the power to make and to enforce reasonable rules and regulations in furtherance of this Article. During reasonable hours, Declarant, any member of the building committee, any member of the Board, or any authorized representative of any of them, shall have the right to come upon and inspect any Lot and the improvements thereon (except for the interior portions of any Residence) for the purpose of ascertaining whether or not the provisions of this Article have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

ARTICLE 8

GENERAL PROVISIONS

8.1 Enforcement. The Association, any Owner and any governmental or quasi-governmental agency or municipality having jurisdiction over the Property, 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. Neither Declarant, developer or any member or designated representative of the original Building Committee shall be liable to the Association, any Member of the Association, or any third party for claims arising from the enforcement of, or failure to enforce, the terms, conditions and provisions of this Declaration, or any waiver thereof, whether such action be intentional, unintentional or negligent.

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. To the extent not inconsistent with 60 Okla. Stat. §§ 851, et seq., as same is now or may hereafter be amended, an amendment of these Covenants may be enacted by the vote or written assent of a majority of the Owners; provided, however, that the percentage of the voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for an action to be taken under that clause. Any amendment must be recorded and shall become effective upon being recorded in the office of the County Clerk of Oklahoma County, Oklahoma.

8.4 Mortgage Protection Clause.

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

8.4.2 Mortgage Priority; Right to Inspect Records. Notwithstanding any language contained in this document to the contrary, no 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 Owners of insurance proceeds or condemnation awards for losses to or taking of Lots and/or any portion or element of the Common Areas. Institutional lenders shall have the right to examine the books and records of the Association.

8.5 Insurance. The Association shall obtain and continue in effect, comprehensive public liability insurance insuring the 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 Areas and facilities in the Common Areas and including, if reasonably 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 the Association.

8.5.1 Insurance Premiums. Insurance premiums on policies purchased by the Association shall be a common expense to be paid from the assessments provided for herein or as levied by the Association. The acquisition of insurance by the Association shall be without prejudice to the right of any Owners to obtain additional individual insurance.

8.6 Owners' Compliance. Each Owner, tenant or occupant of a Lot shall comply with the provisions of the Association's By-Laws, these Covenants, the rules and regulations of the Association, and all decisions and resolutions of the Association or its duly authorized representative, and failure to comply with any such By-Laws, Covenants, rules, regulations, provisions, decisions or resolutions shall be grounds for an action to recover sums due for damages (including costs and attorneys fees) and/or for injunctive relief. All agreements and determinations lawfully made by the Association in accordance with the voting percentage established in this document or in the By-Laws shall be deemed to be binding on all Owners of Lots, their successors and assigns.

8.7 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 David P. Roberts, P.O. Box 424, Spencer, Oklahoma 73084, or such other person as the Board may designate by an amendment hereto filed solely for that purpose.

IN WITNESS WHEREOF, the undersigned has executed this document this 12 day of December, 2001.

DANFORTH DEVELOPMENT L.L.C.


David P. Roberts, Manager

STATE OF OKLAHOMA)
) ss
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State on this 12 day of December, 2001, personally appeared David P. Roberts of Danforth Development L.L.C., to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said entity, for the uses and purposes therein set forth.

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


Notary Public

My Commission Expires:

August 1, 2003.