

RETURN TO:
Westbrooke Estates HOA
C/O J. D. Strong, Director
9349 SW 21st Street
Oklahoma City, OK 73128-4928

Doc#:R 2008 17716
Bk&Pg:RB 3470 45-46
Filed:08-01-2008 LMG
02:06:29 PM AMT
Canadian County, OK

(2) M
Second Amendment to the Declaration of
Covenants, Conditions and Restrictions
(and NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS)
OF WESTBROOKE ESTATES SECTION 8

A part of the SE ¼ of Section 12, T11N, R5W, I.M.
Oklahoma City, Canadian County, Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Devon Development, Inc., an Oklahoma corporation, hereafter referred to as the "Declarant," previously recorded and filed the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer to Future Buyers) of Westbrooke Estates Section 8 at the Office of the Canadian County Clerk at Book 2987, Pages 221-252, as amended by that certain Supplemental Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer to Future Buyers) of Westbrooke Estates Section 8 at the Office of the Canadian County Clerk at Book 3133, Pages 286-288, and as amended by that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer to Future Buyers) of Westbrooke Estates Section 8 at the Office of the Canadian County Clerk at Book 3185, Pages 488-489 (hereinafter "Declaration").

WHEREAS, Section 11 of the Declaration states that the Declaration may be amended upon the consent and agreement of the Owners representing an aggregate ownership interest of Sixty-Six percent (66%), or more, of the votes cast;

WHEREAS, approval of the Declarant is no longer required because the Declarant no longer owns any portion of Westbrooke Estates;

WHEREAS, greater than Sixty-Six percent (66%) of the Owners cast votes consenting and agreeing to amend the Declaration in order to allow Associate Members to become Members so long as they have met all obligations and commitments required of Members, including payment of all assessments and special assessments; and

WHEREAS, the Owners desire to amend sections 1.14, 6, and 7 of the Declaration;

NOW THEREFORE, pursuant to Section 11 of the Declaration, the Owners hereby amend and restate Section 1.14 of the Declaration as follows:

"1.14 'MEMBER' means a person entitled to membership to the ASSOCIATION. Every Owner of a Lot shall be entitled to membership in the ASSOCIATION per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and By-Laws of the ASSOCIATION. Further, every Associate Member shall be deemed a Member if complying with the terms and conditions of membership as herein delineated and further expanded in the Certificate of Incorporation and By-Laws of the ASSOCIATION."

NOW THEREFORE, pursuant to Section 11 of the Declaration, the Owners hereby amend and restate Section 6 of the Declaration as follows:

"6. Administration and Management; Mandatory Membership. The administration and management of the PROPERTY shall be governed by the Declaration and the By-Laws of the ASSOCIATION. The ASSOCIATION shall be governed by the Board as provided in the Certificate of Incorporation and By-Laws of the ASSOCIATION. The administration and management of the Common Areas shall be governed by this Declaration, the Certificate of Incorporation, and By-Laws of the ASSOCIATION. An Owner of a Lot shall mandatorily become a Member of the ASSOCIATION per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and By-Laws of the ASSOCIATION. An Associate Owner may elect to become an Associate Member and Member of the ASSOCIATION pursuant to Section 7 of these Restrictions and further expanded in the Certificate of Incorporation and By-Laws of the ASSOCIATION. The ASSOCIATION may employ agents, servants and employees and any person or firm to act as Managing Agent at any agreed compensation."

NOW THEREFORE, pursuant to Section 11 of the Declaration, the Owners hereby amend and restate Section 7 of the Declaration as follows:

"7. Associate Membership. A person may elect Associate Membership to, and full Membership in, the ASSOCIATION in accordance with the following conditions:

7.1 An Associate membership ('Associate Membership') may be elected by an Associate Owner by paying the annual assessment on or before the first day of the calendar year or prorated dues based upon the Associate Owner membership date election. The Membership term ('Membership Term') shall commence on the first day of the calendar year upon payment of the annual assessment or such later date upon written notice to the ASSOCIATION of election to join with payment in full for dues ('Commencement Date').

7.2 A Membership Term shall last until the last day of the calendar year.

7.3 Associate Membership shall be personal to the Associate Member, and shall not be transferable or assignable, except to a new Associate Owner whom purchases a current Associate Owner's Lot.

7.4 An Associate Member electing Associate Membership agrees to follow the rules, guidelines and requirements set forth in these Restrictions and the By-Laws. An Associate Membership may be terminated upon written notice from the ASSOCIATION if an Associate Owner fails to follow the rules, guidelines and requirements set forth in this Declaration and the By-Laws. Any Associate Owner whose Associate Membership is terminated shall not be entitled to participate in the ASSOCIATION or entitled to the rights and benefits of the ASSOCIATION, including but not limited to use of the Common Areas, and shall no longer be a Member of the ASSOCIATION."

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment of Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer to Future Buyers) of Westbrooke Estates Section 8 the 31 day of July, 2008.

WESTBROOKE ESTATES HOMEOWNERS ASSOCIATION,
an Oklahoma non-profit corporation

By: [Signature]
J. D. Strong, Director

By: [Signature] #225
Rodney Sandburg, Director

By: [Signature]
Derek Villanueva, Director

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 31st day of July, 2008, by J.D. Strong, Rodney Sandburg and Derek Villanueva, Directors of Westbrooke Estates Homeowners Association, an Oklahoma non-profit corporation.


MY COMMISSION EXPIRES:
11.9.10

[Signature]
NOTARY PUBLIC

RETURN TO:
DEVON DEVELOPMENT, INC.
8312 W. Reno, Suite B
Oklahoma City, OK 73127

Doc#:R 2006 9228
Bk&Pg:RB 3185 488-489
Filed:04-20-2006 MRL
04:14:22 PM RT
Canadian County, OK

**First Amendment to the Declaration of
Covenants, Conditions and Restrictions
(and NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS)
OF WESTBROOKE ESTATES SECTION 8**

A part of the SE 1/4 of Section 12, T11N, R5W, I.M.
Oklahoma City, Canadian County, Oklahoma

2/1

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, DEVON DEVELOPMENT, INC., an Oklahoma corporation, hereafter referred to as the "Declarant," previously recorded and filed the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Westbrooke Estates Section 8 at the Office of the Canadian County Clerk at Book 2987, Pages 221-252, as amended by that certain Supplemental Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Westbrooke Estates Section 8 at the Office of the Canadian County Clerk at Book 3133, Pages 286-288 (hereinafter "Declaration").

WHEREAS, Section 11 of the Declaration states that so long as Declarant owns any property within Westbrooke, as defined in the Declaration, Declarant may amend the Declaration;

WHEREAS, Declarant owns property within Westbrooke;

WHEREAS, the Declaration desires to amend sections 6 and 7.6 of the Declaration;

NOW, THEREFORE, pursuant to Section 11 of the Declaration, Declarant does hereby amend and restate Section 6 of the Declaration as follows:

- "6. The administration and management of the PROPERTY shall be governed by the Declaration and the By-Laws of the ASSOCIATION. Notwithstanding anything contained to the contrary in the By-Laws, the Declarant may, at its sole discretion, elect the initial three (3) members of the Board ("Initial Board Members"). The initial term of the Board shall be two (2) years. An initial Board member named by the Declarant may be an Associate Member. The ASSOCIATION shall be governed by the Board as provided in the Certificate of Incorporation and By-Laws of the ASSOCIATION. The administration and management of the Common Areas shall be governed by this Declaration, the Certificate of Incorporation, and By-Laws of the ASSOCIATION. An Owner of a Lot shall mandatorily become a Member of the ASSOCIATION per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and By-Laws of ASSOCIATION. An Associate Owner may elect to become an Associate Member of the ASSOCIATION pursuant to Section 7 of these Restrictions and further expanded in the Certificates of Incorporation and By-Laws of ASSOCIATION. The ASSOCIATION may employ agents, servants and employees and any person or firm to act as Managing Agent at any agreed compensation.

NOW, THEREFORE, pursuant to Section 11 of the Declaration, Declarant does hereby amend and restate Section 7.6 of the Declaration as follows:

"7.6 Except for the Initial Board Members as defined in Section 6, an Associate Member may not be a member of the Board and shall not be entitled to vote on any ASSOCIATION matters but shall be entitled to attend all ASSOCIATION meetings.

IN WITNESS WHEREOF, the undersigned has executed this First Amendment of Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Westbrooke Estates Section 8 the 18th day of April, 2006.

DEVON DEVELOPMENT, INC.,
an Oklahoma corporation

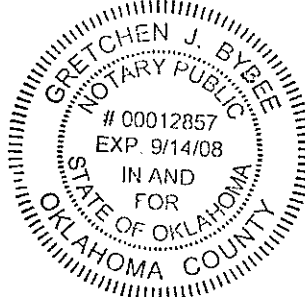
By: Cheryl Funcher
Name:
Title: President

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 18th day of April, 2006, by Cheryl Funcher, President of Devon Development, Inc., an Oklahoma corporation.

Gretchen J. Bybee
NOTARY PUBLIC

MY COMMISSION EXPIRES:
9/14/2008



Return to:
Devon Development, Inc.
8312 W. Reno, Suite B
Oklahoma City, OK 73127

(3)

Supplemental Declaration of
Covenants, Conditions and Restrictions
(and NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS
OF WESTBROOKE ESTATES SECTION 8)

A part of the SE 1/4, Section 12, T11N, R5W, I.M.,
Oklahoma City, Canadian County, Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, DEVON DEVELOPMENT, INC., an Oklahoma corporation, hereafter referred to as the "Declarant," previously recorded and filed the Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers of Westbrooke Estates Section 8) at the Office of the Canadian County Clerk at Book 2987 and Pages 221-252 (hereinafter "Declaration").

WHEREAS, Section 17.11 of the Declaration states that future sections of Westbrooke, as defined in the Declaration, may be subject to the Declaration, at the sole discretion of the Declarant;

WHEREAS, Declarant is the owner of the land platted as Westbrooke Estates Section 9, and further described in the attached **Exhibit "A"** recorded at the Office of the Canadian County Clerk at Book 9 and Page 90.

WHEREAS, Westbrooke Estates Section 9 is located within the property defined as Westbrooke in the Declaration;

WHEREAS, Declarant desires to submit the land and improvements constructed thereon to Oklahoma's Real Estate Development Act (Title 60 O.S. 1971, Sections 851-855, as amended);

WHEREAS, Declarant desires to subject Westbrooke Estates Section 9 to the Declaration;

NOW, THEREFORE, pursuant to Section 17.11 of the Declaration, Declarant does hereby publish and declare that the land and its improvements are hereby subjected to the Declaration upon the recording hereof, in accordance with and subject to the provisions of the Oklahoma Real Estate Development Act, and that the covenants, conditions, restrictions, use limitations, obligations, and provisions hereof shall be deemed to run with the land herein described and shall be for the use and benefit to the Declarant, its successors and assigns, and to any person or entity acquiring or owning an interest in the

land and improvements, or any person thereof, their grantees, successors, heirs, personal representatives, devisees and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Supplemental Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers of Westbrooke Estates Section 8) the 27TH day of October, 2005.

DEVON DEVELOPMENT, INC.,
an Oklahoma corporation

By: Cheryl Fincher
CHERYL FINCHER, President

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 27TH day of October, 2005, by CHERYL FINCHER, President of Devon Development, Inc., an Oklahoma corporation.

Gretchen A. Bybee
NOTARY PUBLIC

MY COMMISSION EXPIRES:

09/14/2008

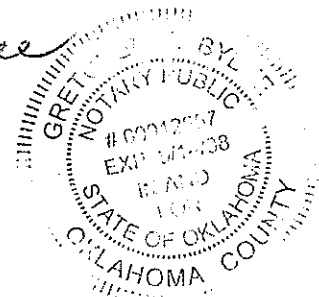


EXHIBIT A

LEGAL DESCRIPTION:

A part of the SE 1/4 of Section 12, T11N, R5W, I.M., Canadian County, Oklahoma, more particularly described as follows:

COMMENCING at the SE corner of the said SE 1/4, THENCE South 90°00'00" West along the South line thereof a distance of 2650.20 feet to the SW corner of the said SE 1/4;

THENCE North 00°51'15" East along the West line of the said SE 1/4, also being the West line of WESTBROOKE ESTATES, SECTION 8, according to the recorded plat thereof, a distance of 1019.80 feet to the POINT OF BEGINNING:

THENCE North 00°51'15" East along the West line of the said SE 1/4 a distance of 1627.03 feet to the NW corner thereof;

THENCE North 89°47'24" East along the North line of the said SE 1/4 a distance of 243.33 feet to the NW corner of WESTBROOKE ESTATES, SECTION 5, according to the recorded plat thereof;

THENCE South 00°00'00" West along the West line of the said WESTBROOKE ESTATES, SECTION 5 a distance of 582.43 feet to the SW corner thereof;

THENCE North 90°00'00" East along the South line of Block 14, of the said WESTBROOKE ESTATES, Section 5 a distance of 781.05 feet;

THENCE South 65°00'00" East along said South line a distance of 89.57 feet;

THENCE South 25°00'00" West a distance of 125.00 feet;

THENCE South 70°00'00" West a distance of 35.36 feet;

THENCE South 25°00'00" West a distance of 50.00 feet;

THENCE South 20°00'00" East a distance of 35.36 feet;

THENCE South 25°00'00" West a distance of 115.96 feet;

THENCE along a curve to the left having a radius of 830.00 feet a distance of 146.28 feet along said curve having a chord direction of South 19°57'04" West;

THENCE South 58°03'29" West a distance of 34.20 feet;

THENCE South 12°28'32" West a distance of 60.02 feet;

THENCE South 34°23'35" East a distance of 35.73 feet;

THENCE South 10°00'00" West a distance of 221.15 feet;

THENCE South 55°00'00" West a distance of 35.36 feet;

THENCE South 10°00'00" West a distance of 50.00 feet;

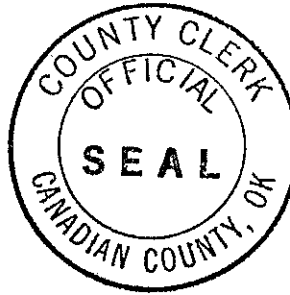
THENCE South 35°00'00" East a distance of 35.36 feet;

THENCE South 10°00'00" West a distance of 140.82 feet to the NE corner of Common Area "A", of the said WESTBROOKE ESTATES, SECTION 8;

THENCE South 90°00'00" West along the North line of the said Common Area "A" a distance of 833.83 feet to the POINT OR PLACE OF BEGINNING, containing 1125626.62 square feet or 25.84 acres more or less.

BOOK PAGE
2987 221

When recorded mail to:
Devon Development, Inc.
8312 W. Reno, Suite B
Oklahoma City, Oklahoma 73127



Doc # 2004029066
Bk 2987
Pg 221-252
DATE 10/21/04 15:56:28
Filing Fee \$75.00
Documentary Tax \$0.00
State of Oklahoma
County of CANADIAN
CANADIAN County Clerk
PHYLLIS BLAIR

Declaration of
Covenants, Conditions and Restrictions
(and NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS)
OF WESTBROOKE ESTATES SECTION 8
A part of the se 1/4, Section 12, T11N, R5W, I.M.,
Oklahoma City, Canadian County, Oklahoma

Num. Index _____

B&P.N. Index _____

Margin _____

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, DEVON DEVELOPMENT, INC., an Oklahoma corporation, hereafter referred to as the "Declarant," is the owner of the land platted as WESTBROOKE ESTATES SECTION 8 and recorded in Plat Book 9, at Page 39 (the "Plat") in the office of the County Clerk of Canadian County, State of Oklahoma; and

WHEREAS, Declarant desires to submit the land and improvements constructed thereon to Oklahoma's Real Estate Development Act (Title 60 O.S. 1971, Sections 851-855, as amended).

NOW, THEREFORE, Declarant does hereby publish and declare that the land and its improvements are hereby subjected to the conditions, covenants, and restrictions herein set forth to be established upon the recording hereof, in accordance with and subject to the provisions of the Oklahoma Real Estate Development Act, and that the covenants, conditions, restrictions, use limitations, obligations, and provisions hereof shall be deemed to run with the land herein described and shall be for the use and benefit to the Declarant, its successors and assigns, and to any person or entity acquiring or owning an interest in the land and improvements, or any person thereof, their grantees, successors, heirs, personal representatives, devisees and assigns.

1. Definitions. Unless the context shall expressly provide otherwise:

1.1 "Associate Lot" means any portion of property described as Westbrooke Estates Section 1, Westbrooke Estates Section 2, Westbrooke Estates Section 3, Westbrooke Estates Section 4, Westbrooke Estates Section 5, Westbrooke Estates Section 6 and Westbrooke Estates Section 7 designated for separate ownership, the boundaries of which are the lot lines as shown on the recorded plats of the real estate described on Exhibit "B1-B7." In the event of a lot split which combines one or more Associate lots, the new Associate lot lines shall constitute the "Associate Lot".

1.2 "Associate Member" means an Associate Owner electing Associate Membership to the ASSOCIATION per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and the By-Laws of the ASSOCIATION. Every Associate Owner shall be offered an Associate membership in the ASSOCIATION per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and By-Laws of the ASSOCIATION.

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

1.4 "ASSOCIATION" means the WESTBROOKE ESTATES HOMEOWNERS ASSOCIATION, an Oklahoma non-profit corporation, its successors and assigns, the By-Laws of which shall govern the administration of the ASSOCIATION, the Members of which shall be all of the owners of Lots in the PROPERTY, at the sole discretion of Declarant, per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and By-Laws of WESTBROOKE ESTATES HOMEOWNERS ASSOCIATION in addition to other lots within Westbrooke as described herein.

1.5 "Board of Directors" or "Board" means the body responsible for administration of the ASSOCIATION.

1.6 "By-Laws" means the By-Laws of the ASSOCIATION.

1.7 "Building" means one or more of the building improvements lying within the Property.

1.8 "Common Area" means all real and personal property which the ASSOCIATION now or hereafter owns, leases, or otherwise holds possessor or use rights in for the common use and enjoyment of the Owners. The term may or shall include without limitation, recreational facilities, entry features, signage, landscaped mediums, lakes, wetlands, hiking, walking, and bicycle trails, as shown on the Plat WESTBROOKE ESTATES SECTION 8 and deeded to the Association by the Declarant, or any other property conveyed to the ASSOCIATION by Declarant at some date in the future solely at Declarant's discretion.

1.9 "Common Expenses" means and includes expenses for maintenance, replacement, repair, operation, improvements, management and administration, and expenses declared common expenses by the provisions of this Declaration and the By-Laws of the the ASSOCIATION.

1.10 "Declarant" means Devon Development, Inc., an Oklahoma corporation, or any successor, successor-in-title, or assignee of Devon Development, Inc., who is designated as Declarant in an instrument executed by the immediately preceding Declarant and recorded in the Official Records.

1.11 "Declaration" means the Declaration of Covenants, Conditions, Restrictions, and Notice, Disclosure & Disclaimer to Future Buyers of WESTBROOKE ESTATES SECTION 8, and any subsequent property annexed to this Declaration pursuant to Section 17.11.

1.12 "Design Guidelines" means architectural, design, development, and other guidelines, standards, controls, and procedures including, but not limited to, application and review procedures, adopted and administered, as they may be amended, pursuant to Section 4.

1.13 "Lot" means a portion of the PROPERTY designated for separate ownership, the boundaries of which are the lot lines as shown on the recorded plat of the real estate described on Exhibit "A" and any subsequent property annexed to this Declaration pursuant to Section 17.11. In the event of a lot split which combines one or more lots, the new lot lines shall constitute the "lot".

1.14 "Managing Agent" means that entity contracted or employed to manage and conduct day to day operations, duties and obligations of the ASSOCIATION.

1.14 "Member" means a person entitled to membership to the ASSOCIATION. Every Owner of a Lot shall be entitled to membership in the ASSOCIATION per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and By-Laws of the ASSOCIATION.

1.15 "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 within the PROPERTY.

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

1.17 "PROPERTY" means the real property described herein as WESTBROOKE ESTATES SECTION 8, and any future additions annexed thereto as provided in this Declaration.

1.18 "Rules" shall mean the Rules and Regulations adopted by the ASSOCIATION as amended from time to time.

1.19 "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of each neighboring property at an elevation of no greater than the elevation of the base of the object being viewed.

1.20 "Westbrooke" means the real property previously owned or now owned by Declarant in the SE 1/4 of Section 12, T11N, R5W, I.M., Oklahoma City, Canadian County, Oklahoma, which Declarant elects to be included in the development. The development includes WESTBROOKE ESTATES SECTION 8 plus other areas which are separate from WESTBROOKE ESTATES SECTION 8 (Some areas have different types of housing and different lot sizes).

1.17 "WESTBROOKE ESTATES SECTION 8" means the real property platted as WESTBROOKE ESTATES SECTION 8 and more particularly described as Exhibit "A".

2. Limitations to Property Rights.

2.1 Intent. Declarant hereby declares that all of the property described in Exhibit "A" shall be held, sold, used, and conveyed subject to the following covenants, conditions, and restrictions which shall run with title to the land. This Declaration shall be binding on and shall inure to the benefit of all parties having any right, title, or interest in the PROPERTY or any part thereof, their heirs, successors, successors-in-title, and assigns.

2.2 Duration. Unless terminated as provided below, this Declaration shall have perpetual duration. Unless otherwise provided by Oklahoma law, in which case such law shall control, this Declaration may not be terminated within Fifty (50) years of the date of recording without the consent of all Owners. After Fifty (50) years from the date of recording, this Declaration may be terminated only by an instrument in writing, signed by a majority of the then Owners and recorded in the Official Records, which specifies the termination of this Declaration.

2.3 Governing Documents. This Declaration together with the By-Laws of Westbrooke Homeowner's Association, the Articles of Incorporation of Westbrooke Homeowner's Association (collectively, the "Governing Documents") shall contain the standards for the PROPERTY and the Association. The Governing Documents shall be supplemented by the Design Guidelines, Use Restrictions and Rules, and resolutions of the Board of Directors.

3. Use and Conduct. After the initial sale or transfer of a Lot or Lots by Declarant, all such Lots shall thereafter be used and occupied only for single family residence purposes by the Owner, by the Owner's family, the Owner's tenants or the Owner's guest.

3.1 Regulation. Declarant has established a general plan of development for the PROPERTY to enhance all Owners' quality of life and collective interests and the aesthetics and environment within the PROPERTY and to engender a pride of place and sense of community property. To accomplish this objective, the PROPERTY is subject to the land development, architectural, and design provisions set forth in Section 4, the other provisions of this Declaration governing individual conduct and use of or actions upon the PROPERTY, and the guidelines, rules and restrictions promulgated pursuant to this Section, all of which establish affirmative and negative covenants, easements, and restrictions on the PROPERTY. Notwithstanding the above, with respect to rules and regulations promulgated pursuant to this Section, the Board, Members and the Associate Members shall have the ability, in the manner set forth below, to respond to changes in circumstances, conditions, needs, and desires within the Community. All provisions of this Declaration and any Rules shall apply to all Persons on the PROPERTY. The lessee and all occupants of leased residences shall be bound by the terms of the Governing Documents, whether or not the lease so provides. All Owners shall be responsible for insuring a provision in any lease informing the lessee and all occupants of the residence of all applicable rules and use restrictions affecting the Lot or the Common Area.

3.2 Rule Making Authority.

3.2.1 Subject to the terms of this Section and in accordance with its duty of care and undivided loyalty to the ASSOCIATION and its Members, the Board may adopt rules which modify, cancel, limit, create exceptions to, or expand the initial Use Restrictions set forth in Exhibit "C." The Board shall send notice by mail to all Owners concerning any such proposed action at least five (5) business days prior to the Board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken. Any such rules shall become effective after compliance with Section 3.2.2.

3.2.2 At least thirty (30) days prior to the effective date of any action under Sections 3.2.1 or 3.2.2, the Board shall send a copy of the rule to each Owner specifying the effective date of such rule. The ASSOCIATION shall provide, without cost, a copy of the Use Restrictions and rules then in effect to any requesting Member or Mortgagee.

3.2.3 In the event of a conflict between the Design Guidelines and the Use Restrictions, the Design Guidelines shall control.

3.2.4 Procedures required under this Section shall not apply to enactment and enforcement of administrative rules and regulations governing use of the Common Area unless the Board chooses in its discretion to submit to such procedures. Examples of such administrative rules and regulations shall include, but not be

limited to, hours of operation of a recreational facility, speed limits on private roads, and the method of allocating or reserving use of a facility (if permitted) by particular individuals at particular times. The Board shall exercise business judgment in the enactment, amendment, and enforcement of such administrative rules and regulations.

3.3 Owners' Acknowledgment. All Owners are subject to the Use Restrictions and are given notice that (a) their ability to use their privately owned property is limited thereby, and (b) the Board and/or the Members may add, delete, modify, create exceptions to, or amend the Use Restrictions. By acceptance of a deed, each Owner acknowledges and agrees that the use and enjoyment and marketability of his or her property can be affected by this provision and that the Use Restrictions and rules may change from time to time.

3.4 Protection of Owners. Except as may be specifically set forth in the initial Use Restrictions, neither the Board nor the Members may adopt any rule in violation of the following provisions:

3.4.1 Similar Treatment. Similarly situated Owners and occupants shall be treated similarly.

3.4.2 Speech. The rights of Owners and occupants to display on their Lot political signs and symbols of the kinds normally displayed in or outside residences located in single-family residential neighborhoods in individually owned property shall not be abridged, except that the ASSOCIATION may adopt reasonable time, place, and manner restrictions regulating signs and symbols which are visible from outside the Lot. This Declaration and any Rules adopted by the Board shall not be construed to supersede or limit applicable governmental ordinances regulating signs or symbols on Lots.

3.4.3 Religious and Holiday Displays. The rights of Owners and occupants to display religious and holiday signs, symbols, and decorations on their Lots of the kinds customarily displayed in residences located in single-family residential neighborhoods shall not be abridged, except that the ASSOCIATION may adopt reasonable time, place, and manner restrictions regulating display which may be visible from outside the Lot.

3.4.4 Assembly. The rights of Owners and occupants to assemble on such portions of the Common Areas as are designated by the Board from time to time shall not be eliminated, provided, however, the Board may adopt reasonable time, place, and other restrictions on assembly. At no time shall Common Area be construed as a place of public assembly.

3.4.5 Household Composition. No rule shall interfere with the freedom of occupants of a Lot to determine the composition of their households, except that the ASSOCIATION shall have the power to require that all occupants be Members of a single housekeeping unit and to limit the total number of occupants permitted in each residence on the basis of the size and facilities of the residence and its fair share use of the Common Area, provided that such limits shall not be less restrictive than applicable governmental codes or ordinances in establishing the total number of occupants

3.4.6 Activities Within Dwellings. No rule shall interfere with activities carried on within the confines of dwellings, except that the ASSOCIATION may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the ASSOCIATION or other Owners, that create a danger to the health or safety of occupants of other dwellings, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance.

3.4.7 Alienation. No rule shall prohibit leasing or transferring any Lot, or require consent of the ASSOCIATION or Board for leasing or transferring any Lot; provided, the ASSOCIATION or the Board may require a minimum lease term of up to twelve (12) months. The ASSOCIATION may require that Owners use lease forms approved by the ASSOCIATION. Unless otherwise specifically set forth in the Declaration, the ASSOCIATION shall not impose any fee on the lease or transfer of any Lot greater than an amount reasonably based on the costs to the ASSOCIATION of its costs to administer that lease or transfer.

3.4.8 Abridging Existing Rights. Any rule which would require Owners to dispose of personal property being kept on the PROPERTY shall apply prospectively only and shall not require removal of any property which was being kept on the PROPERTY prior to the adoption of such rule and which was in compliance with all rules in force at such time unless otherwise required to be removed by law. Notwithstanding the above, the rights conferred under this subsection are for the benefit of affected Owners only and shall not be transferable or run with title to any Lot within the PROPERTY.

3.4.9 Application of Rules. No rule shall be applied retroactively except as otherwise required by law.

The limitations in this Section shall apply to rules only; they shall not apply to amendments to this Declaration adopted in accordance with Section 10.

4. Architecture and Landscaping

4.1 General Requirement for Prior Approval. No structure shall be placed, erected, or installed on any portion of the PROPERTY, no alterations of or additions to the existing landscaping, and no improvements (including staking, clearing, excavation, grading, and other site work, and exterior alteration of existing improvements) shall take place within the PROPERTY except in compliance with this Section and the Design Guidelines promulgated pursuant to Section 4.3. In addition to the construction of dwellings and other Buildings, it is specifically intended that placement or posting of other structures (e.g. fences, signs, antennae and satellite dishes, clotheslines, playground equipment, basketball hoops, pools, propane and other fuel tanks or devices (other than portable gas grills), lighting, temporary structures, solar devices, and artificial vegetation) on the exterior of any Lot or other portion of the PROPERTY shall be regulated by this Declaration and the Design Guidelines and require the approval of the appropriate Reviewer under Section 4.3. Modifications to the interior of specified porches, patios, and similar portions of a Lot visible from outside the structures On the Lot shall be subject to this Section. No approval shall be required to repaint the exterior of a structure in accordance with the ordinarily approved color scheme. This requirements of this Section 4.1 shall not apply to Declarant's activities nor to improvements to the Common Area by or on behalf of the ASSOCIATION. This Section

shall not apply to activities of the City of Oklahoma City, Oklahoma performed on property owned by the City and used for public purposes so long as the City complies with the separate deed restrictions applicable to such property, if any. This Section may not be amended without Declarant's written consent so long as Declarant owns any portion of WESTBROOKE or any land subject to annexation to this Declaration.

4.2 Architectural Review. The committee in charge of architectural review ("the Architectural Committee") shall be composed of three (3) or more natural persons. As long as the Declarant owns any Lots within Westbrooke, the Architectural Committee shall be composed of James A. Fincher, Cheryl Fincher, and Sherry Hamilton, or such persons as Declarant elects. The affirmative vote of a majority of the members of the Architectural Committee (which shall be the required quorum of the Committee) shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in the By-Laws. Upon the sale of the Declarant's final Lot within Westbrooke, or earlier solely at Declarant's option, the Board shall appoint the members of the Architectural Committee, and such persons shall serve at the pleasure of the Board.

4.2.1 Fees; Assistance. For purposes of this Section, the entity having jurisdiction in a particular case shall be referred to as the "Reviewer," including the Architectural Committee. The Reviewer may at its discretion establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include reasonable costs incurred in having any application reviewed by architects, engineers or other professionals. Declarant and the ASSOCIATION may employ architects, engineers, or other persons as deemed necessary to perform the review. The Board may include the compensation of such persons in the ASSOCIATION's annual operating budget as a Common Expense.

4.3 Guidelines and Procedures.

4.3.1 Design Guidelines. Declarant has prepared the initial design guidelines attached hereto as Exhibit "D" and incorporated herein by reference ("the Design Guidelines") which shall apply to construction and landscaping activities within PROPERTY, as provided in Section 4.2. The Design Guidelines are intended to provide guidance to Owners regarding matters of particular concern in considering applications hereunder. The Design Guidelines are not the exclusive basis for decisions of the Reviewer, and compliance with the Design Guidelines does not guarantee approval of any application.

As long as it owns any portion of Westbrooke, Declarant shall have sole authority to amend the Design Guidelines from time to time in its discretion. Thereafter, the Architectural Committee shall have authority to amend the Design Guidelines, with the Board's consent. Amendments to the Design Guidelines shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation of the scope of amendments to the Design Guidelines; Declarant is expressly authorized to amend the Design Guidelines to remove requirements previously imposed or otherwise to make the Design Guidelines more or less restrictive in whole or in part.

The Architectural Committee shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within the PROPERTY, and all such Persons shall conduct their activities in accordance with such Design Guidelines.

All structures and improvements constructed upon a Lot shall be constructed in strict compliance with the Design Guidelines in effect at the time the plans of such improvements are submitted to the Reviewer, unless the Reviewer has granted a variance in writing pursuant to Section 4.5. So long as the Reviewer has acted in good faith, its findings and conclusions with respect to appropriateness of applicability of, or compliance with the Design Guidelines and this Declaration shall be final.

4.3.2 Procedures. Prior to commencing any activity within the scope of Section 4.2, an Owner shall submit an application for approval of the proposed work to the Reviewer with a copy to Declarant if Declarant is not the Reviewer. Such application shall be in the form required by the Reviewer and shall include plans and specifications ("Plans") showing site layout, structures design, exterior elevations, exterior materials and colors, signs, landscaping, drainage, lighting, irrigation, fencing, utility facilities layout and screening and/or fencing therefore, and other features of proposed construction, as required by the Design Guidelines and as applicable. The Reviewer may require submission of such additional information as it deems necessary to consider any application.

In reviewing each submission, the Reviewer may consider whatever reasonable factors it deems relevant, including, but not limited to, visual and environmental impact, natural plans and finish grade elevation, harmony of external design with surrounding structures and environment, and architectural merit. Decisions may be based purely on aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

Approval by the Reviewer shall be required prior to Pursuing or gaining any required approval from the local governing bodies. The Reviewer shall not require permits or other approvals by local government entities other than those issued by such entities in the usual course of business.

The Reviewer shall, within the period specified in the Design Guidelines, advise the party submitting the same, in writing, at an address specified by such party at the time of submission, of (i) approval of Plans, or (ii) segments or features of the Plans which are deemed by such committee to be inconsistent or not in conformity with this Declaration and/or the Design Guidelines in the Architectural Committee's sole and absolute discretion. In the event the Reviewer fails to advise the submitting party by written notice within the period specified in the Design Guidelines of either the approval or disapproval, approval shall be deemed to have been given. Notice shall be deemed to have been given at the time the envelope containing such notice, properly addressed, and postage prepaid, is deposited with the U.S. Postal Service, registered or certified mail, return receipt requested. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the submitting party.

If construction does not commence on a project for which Plans have been approved within one hundred twenty (120) days of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the Plans to the Reviewer for reconsideration. If construction is not completed on a project for which Plans have been approved within eighteen (18) months or within the period set forth in the Design Guidelines or in the approval, such approval shall be deemed withdrawn, and such incomplete construction shall be deemed to be in violation of this Section. Construction features that require a permit from the City of Oklahoma City will be considered complete when all improvements comply with the approved plans and all inspections and approvals have been approved by the City of Oklahoma City.

4.4 No Waiver of Future Approvals. Each Owner acknowledges that the Reviewer will change from time to time and that interpretation, application and enforcement of the Design Guidelines may vary accordingly. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval. Should the Reviewer permit nonconforming improvements through hardship or error, it shall not be construed as a waiver of future enforcement rights or permission for future noncompliance.

4.5 Variances. The Reviewer may authorize variances in writing from its guidelines and procedures in the Architectural Committee's sole and absolute discretion. Inability to obtain or the terms of any governmental approval or the terms of any financing shall not be considered a hardship warranting a variance. Notwithstanding the above, the Reviewer may not authorize variances without the written consent of Declarant, as long as it owns any portion of Westbrooke.

4.6 Limitation of Liability. Review and approval of any application pursuant to this Section is made on the basis of aesthetic considerations only, and Declarant, the ASSOCIATION, the Board, the Architectural Committee, or any member of the foregoing, shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements. Declarant, the ASSOCIATION, the Board, the Architectural Committee, or any member of any of the foregoing shall not be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot. In all matters, the Architectural Committee, its members, Declarant, and the Board shall be defended and indemnified by the ASSOCIATION as provided in the Bylaws.

4.7 Enforcement. All approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Lot, unless approval to modify any application has been obtained. The ASSOCIATION shall be primarily responsible for enforcement of this Section. If, however, in Declarant's discretion, the ASSOCIATION fails to take appropriate enforcement action within a reasonable time portion, Declarant, for so long as it owns any portion of Westbrooke shall be authorized to exercise any enforcement rights which could have been exercised by the ASSOCIATION.

5. Easements for Encroachments. If any portion of, or improvements on the Common Areas encroaches upon a Lot or Lots, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist, regardless of whether such easement is shown on the recorded plat. If any portion of a Lot encroaches upon the Common Areas, or upon an adjoining Lot or Lots, a valid easement for the encroachment and for the maintenance of same, as long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Areas or on the Lots.
6. Administration and Management; Mandatory Membership. The administration and management of the PROPERTY shall be governed by the Declaration and the By-Laws of the ASSOCIATION. The ASSOCIATION shall be governed by the Board as provided in the Certificate of Incorporation and By-Laws of the ASSOCIATION. The administration and management of the Common Areas shall be governed by this Declaration, the Certificate of Incorporation, and By-Laws of the ASSOCIATION. An Owner of a Lot shall mandatorily become a Member of the ASSOCIATION per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and By-Laws of ASSOCIATION. An Associate Owner may elect to become an Associate Member of the ASSOCIATION pursuant to Section 7 of these Restrictions and further expanded in the Certificates of Incorporation and By-Laws of ASSOCIATION. The ASSOCIATION may employ agents, servants and employees and any person or firm to act as Managing Agent at any agreed compensation.
7. Associate Membership. A person may elect Associate membership to the ASSOCIATION in accordance with the following conditions:
- 7.1 An Associate membership ("**Associate Membership**") may be elected by any Associate Owner by paying the annual assessment on or before the first day of the calendar year or prorated dues based upon the Associate Owner membership date election. The membership term ("**Membership Term**") shall commence on the first day of the calendar year upon payment of the annual assessment or such later date upon written notice to the Association of election to join with payment in full for dues ("**Commencement Date**").
- 7.2 A Membership Term shall last until the last day of the calendar year.
- 7.3 The only rights an Associate Membership shall entitle the Associate Member to is use of the Common Areas in the same manner as a Member.
- 7.4 An Associate Member shall have no right, authority, or power to place a lien on the PROPERTY.
- 7.5 Associate Membership shall be personal to the Associate Member, and shall not be transferable or assignable, except to a new Associate Owner whom purchases a current Associate Owners Lot.
- 7.6 An Associate Member may not be a member of the Board and shall not be entitled to vote on any ASSOCIATION matters but shall be entitled to attend all ASSOCIATION meetings.
- 7.7 An Associate Owner electing Associate Membership agrees to follow the rules, guidelines and requirements set forth in this Restriction and the Bylaws. An Associate Membership may be terminated if an Associate Owner fails to follow the rules, guidelines and requirements set forth in this Declaration and the Bylaws upon written notice from the

ASSOCIATION. Any Associate Owner whose Associate Membership is terminated shall not be entitled to participate in the ASSOCIATION or entitled to the rights and benefits of the ASSOCIATION, including but not limited to, use of the Common Areas.

8. Owner's Maintenance Responsibility of Lot. For purposes of maintenance, repair, alteration and remodeling, an Owner shall be deemed to be responsible for all portions, whether interior or exterior, of the Lot and its improvements, and for maintenance and upkeep of the Lot in a presentable condition, as determined by the Architectural Committee, or the Architectural Committee may, at its discretion, now said Lot, maintain improvements thereon, trim trees, and remove trash or debris, the cost of which shall be borne by the Owner.

9. Records; Inspection by Owners and Mortgagees.

9.1 Retention. The ASSOCIATION Board shall keep or cause to be kept current certified copies of the recorded Declaration, the executed By-Laws, and the books and records with detailed accounts of the receipts and expenditures affecting the ASSOCIATION and its administration. The records so kept shall be available for inspection by all Owners, lenders, and the holders, insurers, and guarantors of first mortgages at convenient hours on working days or under other reasonable circumstances.

10. Compliance with Provisions of Declaration, By-Laws and Rules and Regulations. Each Owner shall comply strictly with the provisions of this Declaration, the By-Laws of the ASSOCIATION, and the rules, regulations, Design Guidelines, 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. Revocation or Amendment to Declaration; Amendment of Undivided Interest in Common Areas. This Declaration shall not be revoked unless all of the Members unanimously consent and agree to such revocation by instrument(s) duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of Sixty-Six percent (66%), or more, of the votes cast consent and agree to such amendment by instrument(s) duly recorded. This document shall not be amended or revoked without approval of the Declarant so long as Declarant owns any portion of Westbrooke, or any lots in any current or future sections of Westbrooke. However, Declarant may amend this Declaration at any time, subject to limitations set forth in paragraphs 17.9 and 17.10 below.

12. Assessment for Common Expenses.

12.1 Obligation to Pay Pro-rata Share. Except as otherwise provided herein, all Members shall be obligated to equally pay the assessments, either estimated or actual, imposed by the Board of the ASSOCIATION to meet the Common Expenses as further set forth in the Certificate of Incorporation and Bylaws of the ASSOCIATION. The annual Common Expenses assessment for Associate Members shall be determined at least one (1) month prior to the end of each year. The annual assessment for Associate Membership shall in no event be greater than the annual assessment for Members.

13. Owner's Personal Obligation for Payment of Assessments.

13.1 Non-Exemption From Payment. The amount of Common Expenses assessed against each Lot shall be the personal and individual debt of the Owner thereof. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use of enjoyment of any of the Common Areas or by abandonment of his Lot.

13.2 Unsold Lot Assessments. Declarant shall not be responsible for payment of assessments for any Lots in which title is held by Declarant and no assessments shall be paid on any lot until a home is first occupied.

13.3 Reserves and Working Capital. The ASSOCIATION shall have the right to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas which the ASSOCIATION may be obligated to maintain as further set forth in the respective associations Certificate of Incorporation and Bylaws.

14. Period of Ownership. WESTBROOKE ESTATES SECTION 8 created by this Declaration shall continue until this Declaration is revoked in the manner as is provided for in this Declaration.

15. General Reservations. Declarant hereby reserves a permanent ingress and egress easement and also reserves the right to establish within the Common Areas future easements, reservations, exceptions and exclusions consistent with the ownership and development of the Common Areas, WESTBROOKE ESTATES SECTION 8 and for the best interests of the Declarant, Owners and the ASSOCIATION in order to serve the entire real estate development and future development in proximity to Westbrooke.

16. Waiver Clause. Except as to the payment of assessments, the Declarant shall have the power to grant to any Owner a waiver, variance or exception of and from any of the provisions of this Declaration.

17. General.

17.1 Severance. If any of the provisions of this Declaration 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 this Declaration, and the application of any such provisions, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

17.2 Failure to Enforce Not Waiver. No provision contained in this Declaration, the By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number violations or breaches which may occur.

17.3 Captions. The captions herein are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope of this Declaration or exhibits or the intent of any provision hereof.

17.4 Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

17.5 Covenants to Run With the Land. The covenants, conditions and restrictions of this Declaration shall run with and bind the PROPERTY and shall inure to the benefit of and be

enforceable by the ASSOCIATION, or any member, their respective legal representatives, heirs, successors and assigns.

17.6 Declarant Easement. Declarant hereby retains an easement through the Common Areas as may be necessary for the purpose of discharging Declarant's obligations, exercising Declarant's rights reserved herein, or for such other purposes at the sole discretion of Declarant. The Common Area may be subject to a fire lane as required by the City of Oklahoma City.

17.7 Enforcement at Law or In Equity; Notice to Mortgagee of Uncured Default. The ASSOCIATION, or any Owner or Declarant, so long as Declarant owns any portion of Westbrooke, shall have the right to enforce by proceedings, at law or in equity, all restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation; however, with respect to assessment liens and the Rules, the ASSOCIATION shall have the exclusive right to the enforcement thereof. The ASSOCIATION, or any Owner shall also have the right to enforce, by proceedings at law or in equity, the provisions of this Declaration, the By-Laws, and any amendments thereto. A first mortgagee, upon request, will be entitled to written notification from the ASSOCIATION of any default in the performance by the individual Lot Borrower of any obligation under the PROPERTY documents which is not cured within sixty (60) days.

17.8 Attorneys' Fees. In the event an action is instituted to enforce any of the provisions contained in this Declaration, 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. In the event the ASSOCIATION is a prevailing party in such action, the amount of such attorneys' fees and costs shall be a special assessment with respect to the Lot involved in the action. In addition to the foregoing, the ASSOCIATION shall indemnify Declarant for all costs and expenses, including but not limited to attorney's fees, in any way related to this Declaration, Bylaws, the ASSOCIATION Certificate of Incorporation, ASSOCIATION activities and/or the Common Areas.

17.9 Special Amendment. So long as Declarant owns any portion of Westbrooke, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is (i) necessary to bring any provision into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) required by an institutional or governmental lender or purchaser of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable it to make or purchase Mortgage loans on the Lots; (iv) necessary to enable any governmental agency or reputable private insurance company to guarantee or insure Mortgage loans on the Lots; or (v) otherwise necessary to satisfy the requirements of any governmental agency for approval of this Declaration. However, any such amendment shall not adversely affect the title to any Lot unless the affected Owner shall consent hereto in writing. In addition, so long as Declarant owns any portion of Westbrooke, it may unilaterally amend this Declaration for any other purpose.

17.10 Future Membership Rights. The right to require or allow membership in the ASSOCIATION shall be the exclusive right of Declarant as set forth in this Declaration, so long as the Declarant owns property in the SE 1/4, Section 12, T11N, R5W, I.M., Oklahoma City, Canadian County, Oklahoma. New Members shall have no cost to join except the

prorata assessment for current year and in no case be required to pay larger assessments than other Members who happened to join earlier.

17.11 Future Additions. Although this Declaration includes initially only the real property described as WESTBROOKE ESTATES SECTION 8, it is the intention of the Declarant to develop additional areas in Westbrooke which additional areas will be complementary in concept to this Declaration, and which additional areas will provide additional owners as Members of the Association. The Declarant, its successors and assigns, shall have the right, but not the obligation, to bring within the concept of this Declaration real property within Westbrooke, or in the vicinity of Westbrooke (Future sections of Westbrooke shall have lot owner Members of the ASSOCIATION per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and By-Laws.)

In the event the Declarant exercises its rights under this Section 17.11, then the additions authorized under this Section shall be made by the Declarant filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions ("Supplementary Declaration") with respect to the additional property which shall extend the concept of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties.

17.12 Declarant's Right to Ingress and Egress. The Declarant and lot buyers of Declarant, employees, contractors, workers, suppliers and potential customers of Declarant's lot buyers shall have the right of ingress and egress onto Westbrooke for its purposes at all reasonable times. No lot owner in the PROPERTY shall be denied reasonable access to his lot.

17.13 Sidewalks and Walkways. All homes in the PROPERTY are required to have sidewalks conforming to the City of Oklahoma City standards and consistent with the other sidewalks in the addition. The sidewalks are the responsibility of the home builder and not the Declarant and must be built before first occupancy of the home.

17.14 Drainage and Emergency Overflow. All small drainage channels, emergency overflow and other swales which are important to abutting properties but are not a part of the drainage system maintained by public authority, utility company, or association shall be the property Owner's responsibility; and it shall be the responsibility of the Owner to a) keep the easements, channels and swells free of any structure, planting or other material which may change the direction of flow or obstruct or retard the flow of surface water in the channels or swales whether they be in easements or contained on the individual property owner's lot and; b) provide continuous maintenance of the improvements in the easements or of the channels or swales and keep the existing drainage patterns in tact; except for the improvements for which a public authority, utility company or association is responsible and; c) prevent any changes in existing drainage which would adversely affect adjacent property Owners. (This restriction shall be in effect after builder completes the final grade on the new home.) It is the homeowners' responsibility to maintain drainage on homeowners' site. Homeowner is responsible for and must insure that established drainage patterns are not impeded by landscaping, decking, pools, driveways, walls, etc. This responsibility includes but is not limited to hiring a licensed civil engineer to design a plan that will maintain the established drainage when a pool is installed and it shall be the responsibility of the Owner to see that the engineer's plan is implemented in such a way as to not adversely impact adjacent property owners. The ASSOCIATION has or may have obligations to the City of

Oklahoma City for, among other things, various drainage structures required by the City in connection with City approval of the various plats of Westbrooke.

17.15 Exclusion from Membership. Any lands developed for non-residential usage will not be eligible for membership in the ASSOCIATION unless owned by the ASSOCIATION.

17.16 Declarant's Authority to Determine Common Areas. Declarant at its option, may deed property to the ASSOCIATION solely at the Declarant's discretion.

17.17 Assignment by Declarant. Declarant reserves the right to assign all or a portion of its right and interest herein to any third party.

17.18 Restriction on Assignment by Declarant. The ASSOCIATION shall not transfer or deed any portion of the Common Areas to any party without the unanimous consent of Owners, and the consent of the Declarant as long as the Declarant owns any property within Westbrooke. The ASSOCIATION shall not transfer or deed any portion of the Common Areas conveyed to the ASSOCIATION by Declarant without the prior written consent of Declarant.

18. NOTICES, DISCLOSURES AND DISCLAIMERS

18.1 Inspection of Association Documents. The Declaration, Certificate of Incorporation, and By-Laws are available for inspection at the offices of the Declarant or the ASSOCIATION.

18.2 Dedication of Common Area by Declarant. Transfer of land to the ASSOCIATION by the Declarant shall be at such time and under such conditions as determined in the sole discretion of the Declarant. The ASSOCIATION agrees that deed of the Common Areas by Declarant shall be on an as-is, where-is basis. The Declarant shall also deed the Common Areas subject to certain permanent easements in the Common Areas for the benefit of Declarant. Common Areas and improvements, if any, will not be deeded to the ASSOCIATION until the Declarant feels there are an adequate number of owners to support the common areas. Common areas shall not be open to Members until such time as the Declarant determines. Declarant makes no promises or guarantees of any kind as to improvements on the Common Areas and will make only such improvements as determined by the Declarant. Much of the Commons Areas may be left completely natural by the Declarant.

18.3 Walls, Fences, or Enclosures of Property. Westbrooke has a masonry wall on Southwest 29th and part of Westbrooke Boulevard. However Declarant may construct any future fences, enclosures, or walls with the type of composition and character as the Declarant in its sole discretion determines. Every Owner within the PROPERTY acknowledges and agrees by purchasing a Lot within the PROPERTY that Declarant is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, with respect to the walls, fences or enclosures of Westbrooke, including, but not limited to, warranties or representations as to the manner, quality, state of repair or lack of repair of the walls, fences or enclosures of Westbrooke. The Owner agrees that it has not relied upon and will not rely upon, either directly or indirectly, any statement, representation or warranty of Declarant or any agent of Declarant. Each Owner acknowledges and agrees that the walls, fences or enclosures of Westbrooke and accepts the walls, fences or enclosures "AS IS, WHERE IS."

18.4 This Declaration pertains only to PROPERTY and in no way expands the authority of the ASSOCIATION except to expressly authorize and require membership in the ASSOCIATION for Member Owners of PROPERTY and provide for Associate Membership for Associate Owners, as further set forth in the Certificate of Incorporation and By-laws of the association. Other sections of Westbrooke may have covenants and restrictions which vary from those of PROPERTY and which do not grant the ASSOCIATION the same power and authority as the covenants of PROPERTY create.

18.5 Easement.

18.5.1 Easement Reserved. The Declarant reserves the right to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained in and on the areas indicated on the Plat easements and in all Common Areas, sewer or other pipe lines, conduits, poles and wires and any other method of conducting or performing any public or quasi-public utility or function above or beneath the surface of the ground with the right of access at any time to the same for the purpose of repair and maintenance; that where easements are provided along the rear of the Lot or Lots, then in that event all sewer and other pipe lines, conduits, poles and wires may be installed under the streets throughout the addition where necessary to carry same across the street. Such easements rights shall be deemed to run with the land.

18.5.2 Easement For Cross Drainage. Every Lot and the Common Area shall be burdened with easements for natural drainage of storm water runoff from other portions of Westbrooke. The Declarant reserves for itself, successors, assigns and designees the right to alter drainage flows to allow the development of additional lands in the vicinity of Westbrooke. This right includes, but is not limited to, the right to increase storm water run-off from other land across any lot, or any portion thereof, but not the dwelling thereon. All Owners are subject to this easement for cross drainage and are given notice that (a) their ability to use their privately owned property is limited thereby, and (b) their use, enjoyment and marketability of their property can be affected by this provision. By acceptance of a deed, each owner acknowledges and agrees to this easement.

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IN WITNESS WHEREOF, the undersigned executed this Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) Of WESTBROOKE ESTATES SECTION 8 on this 30th day of September, 2004.

DEVON DEVELOPMENT, INC.,
an Oklahoma corporation

By: Cheryl Fincher

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 30th day of September, 2004, by Cheryl Fincher, President of Devon Development, Inc., an Oklahoma corporation.

Gretchen J. Bybee
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Sept 14, 2008

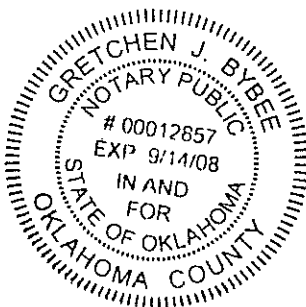


EXHIBIT A

LEGAL DESCRIPTION

A part of SE 1/4 of Section 12, Township 11 North,
Range 5 West of the Indian Meridian, Canadian County,
Oklahoma and more particularly described as follows;

BEGINNING at the SW corner of the said SE 1/4;

THENCE North 00°51'15" East along the West line of the
said SE 1/4 a distance of 1019.80 feet;
THENCE North 90°00'00" East a distance of 833.83 feet;
THENCE South 10°00'00" West a distance of 79.18 feet;
THENCE South 55°00'00" West a distance of 35.36 feet;
THENCE South 10°00'00" West a distance of 50.00 feet;
THENCE South 35°00'00" East a distance of 35.36 feet;
THENCE South 10°00'00" West a distance of 97.18 feet;
THENCE along a curve to the left having a radius of 2030.00 feet
a distance of 175.75 feet along said curve having a chord
direction of South 07°31'11" West;
THENCE South 49°00'38" West a distance of 34.71 feet;
THENCE South 04°18'32" West a distance of 50.01 feet;
THENCE South 42°23'02" East a distance of 35.13 feet;
THENCE along a curve to the left having a radius of 2030.00 feet
a distance of 79.75 feet along said curve having a chord
direction of South 01°07'32" West;
THENCE South 00°00'00" West a distance of 135.02 feet;
THENCE South 45°00'00" West a distance of 35.36 feet;
THENCE South 00°00'00" East a distance of 50.00 feet;
THENCE South 45°00'00" East a distance of 35.36 feet;
THENCE South 00°00'00" West a distance of 85.00 feet;
THENCE South 45°00'00" West a distance of 35.36 feet;
THENCE South 00°00'00" East a distance of 50.00 feet
to a point on the south line of the said SE 1/4;
THENCE North 90°00'00" West along said south line a distance
of 745.20 feet to the POINT OF BEGINNING containing
789020.82 square feet or 18.11 acres more or less.

A part of the SE 1/4 of Section 12, T11N, R5W, I.M. Canadian County, Oklahoma, more particularly described as follows:

BEGINNING at a point 1,795.00 feet North 90°00'00" West from the SE corner of the said SE 1/4;

THENCE North90°00'00"West a distance of 110.00 feet;
THENCE North00°00'00"East a distance of 50.00 feet;
THENCE North45°00'00"East a distance of 35.36 feet;
THENCE North00°00'00"East a distance of 85.00 feet;
THENCE North45°00'00"West a distance of 35.36 feet;
THENCE North00°00'00"East a distance of 50.00 feet;
THENCE North45°00'00"East a distance of 35.36 feet;
THENCE North00°00'00"East a distance of 135.02 feet;
THENCE along a curve to the right having a radius of 2030.00 feet a distance of 79.75 feet along said curve having a chord direction of North01°07'32"East;
THENCE North42°23'02"West a distance of 35.13 feet;
THENCE North04°18'32"East a distance of 50.01 feet;
THENCE North49°00'38"East a distance of 34.72 feet;
THENCE along a curve to the right having a radius of 2030.00 feet a distance of 175.75 feet along said curve having a chord direction of North07°31'11"East;
THENCE North10°00'00"East a distance of 97.18 feet;
THENCE North35°00'00"West a distance of 35.36 feet;
THENCE North10°00'00"East a distance of 50.00 feet;
THENCE North55°00'00"East a distance of 35.36 feet;
THENCE North10°00'00"East a distance of 220.00 feet;
THENCE North35°00'00"West a distance of 35.36 feet;
THENCE North10°00'00"East a distance of 50.00 feet;
THENCE North55°00'00"East a distance of 35.36 feet;
THENCE North10°00'00"East a distance of 221.15 feet;
THENCE North34°23'35"West a distance of 35.73 feet;
THENCE North12°28'32"East a distance of 60.02 feet;
THENCE North58°03'29"East a distance of 34.20 feet;
THENCE along a curve to the right having a radius of 830.00 feet a distance of 146.28 feet along said curve having a chord direction of North19°57'04"East;
THENCE North25°00'00"East a distance of 115.96 feet;
THENCE North20°00'00"West a distance of 35.36 feet;
THENCE North25°00'00"East a distance of 50.00 feet;
THENCE North70°00'00"East a distance of 35.36 feet;
THENCE North25°00'00"East a distance of 125.00 feet;
THENCE South65°00'00"East a distance of 194.38 feet;
THENCE North90°00'00"East a distance of 674.44 feet;
THENCE South01°02'46"West a distance of 625.11 feet;
THENCE South90°00'00"West a distance of 789.94 feet;
THENCE North80°00'00"West a distance of 227.82 feet;
THENCE South10°00'00"West a distance of 109.87 feet;
THENCE South35°00'00"East a distance of 35.36 feet;
THENCE South10°00'00"West a distance of 60.00 feet;
THENCE South55°00'00"West a distance of 35.36 feet;
THENCE South10°00'00"West a distance of 215.00 feet;
THENCE South35°00'00"East a distance of 35.36 feet;
THENCE South10°00'00"West a distance of 50.00 feet;
THENCE South55°00'00"West a distance of 35.36 feet;
THENCE South10°00'00"West a distance of 97.18 feet;
THENCE along a curve to the left having a radius of 1970.00 feet a distance of 166.55 feet along said curve having a chord direction of South07°34'41"West;
THENCE South40°55'53"East a distance of 36.02 feet;
THENCE South04°23'02"West a distance of 50.01 feet;
THENCE South47°35'44"West a distance of 35.59 feet;
THENCE along a curve to the left having a radius of 1970.00 feet a distance of 75.97 feet along said curve having a chord direction of South01°06'17"West;
THENCE South00°00'00"West a distance of 135.02 feet;
THENCE South45°00'00"East a distance of 35.36 feet;
THENCE South00°00'00"West a distance of 50.00 feet;
THENCE South45°00'00"West a distance of 35.36 feet;
THENCE South00°00'00"West a distance of 85.00 feet;
THENCE South45°00'00"East a distance of 35.36 feet;
THENCE South00°00'00"West a distance of 50.00 feet to the POINT OF BEGINNING containing 735948.71 square feet or 16.90 acres more or less.

EXHIBIT B2

WESTBROOKE ESTATES SECTION 2

LEGAL DESCRIPTION

A part of the SE 1/4 of Section 12, T11N, R5W, I.M. Oklahoma City, Canadian County, Oklahoma being more particularly described as follows:

Commencing at the SE corner of the said SE 1/4; thence North 01° 08' 56" East along the East line thereof a distance of 1160.23 feet; thence West a distance of 651.65 feet to the POINT OF BEGINNING; thence South a distance of 30.00 feet; thence West a distance of 765.46 feet; thence Westerly along a curve to the right having a radius of 1220.74 feet a distance of 213.06 feet; thence North 80° 00' 00" West a distance of 85.00 feet; thence North 10° 00' 00" East a distance of 60.00 feet; thence North 35° 00' 00" West a distance of 35.36 feet; thence North 10° 00' 00" East a distance of 109.87 feet to the SW corner of Lot 43, Block 1, WESTBROOKE ESTATES, SECTION 1, according to the recorded plat thereof; thence South 80° 00' 00" East along the South line of said Block 1 a distance of 227.82 feet; thence continuing East along said south line a distance 789.94 feet to the SE corner of Lot 32 thereof; thence South 01° 02' 46" West a distance of 130.02 feet; thence East a distance of 40.00 feet; thence South a distance of 30.00 feet to the point or place of beginning.

WESTBROOKE ESTATES SECTION 3

LEGAL DESCRIPTION

A part of the SE 1/4 of Section 12, T11N, R5W, I.M. Oklahoma City, Canadian County, Oklahoma being more particularly described as follows:

Commencing at the SE corner of the said SE 1/4; thence North 01° 02' 46" East along the East line thereof a distance of 1160.19 feet; thence West a distance of 651.65 feet; thence South 30.00 feet; thence West 41.10 feet to the POINT OF BEGINNING; thence West a distance of 765.46 feet; thence Westerly along a curve to the right having a radius of 1220.74 feet a distance of 213.06 feet; thence North 80° 00' 00" West a distance of 85.00 feet; thence South 55° 00' 00" West a distance of 35.36 feet; thence South 10° 00' 00" West a distance of 107.05 feet; thence South 80° 00' 00" East a distance of 214.00 feet; thence East a distance of 854.56 feet; thence North 01° 02' 46" West a distance of 130.02 feet; to the point or place of beginning.

EXHIBIT B4

WESTBROOKE ESTATES SECTION 4

LEGAL DESCRIPTION

A part of the SE 1/4 of Section 12, T11N, R5W, I.M. Oklahoma City, Canadian County, Oklahoma being more particularly described as follows:

Commencing at the SE corner of the said SE 1/4; thence North 01° 02' 46" East along the East line thereof a distance of 633.34 feet to the POINT OF BEGINNING; thence North 88° 57' 14" West a distance of 375.00 feet; thence South 01° 02' 46" West a distance of 80.00 feet; thence North 88° 57' 14" West a distance of 315.00 feet; thence North 01° 02' 46" East a distance of 564.25 feet; thence East a distance of 41.10 feet; thence North a distance of 60.00 feet; thence West a distance of 40.00 feet; thence North 01° 02' 46" East a distance of 755.13 feet; thence West a distance of 674.43 feet; thence North 65° 00' 00" West a distance of 194.38 feet; thence North 25° 00' 00" East a distance of 120.00 feet; thence North 20° 00' 00" West a distance of 35.36 feet; thence North 25° 00' 00" East a distance of 50.00 feet; thence North 70° 00' 00" East a distance of 35.36 feet; thence North 25° 00' 00" East a distance of 103.19 feet; thence South 65° 00' 00" East a distance of 99.51 feet; thence East a distance of 984.96 feet; thence South 01° 02' 46" West a distance of 20.00 feet; thence East a distance of 335.06 feet, to a point on the East line of said SE 1/4; thence South 01° 02' 46" West along said East line a distance of 1625.04 feet to the point or place of BEGINNING.

WESTBROOKE ESTATES SECTION 5

LEGAL DESCRIPTION

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A part of the Southeast 1/4 of Section 12 , T11N, R5W, 1.M.,
Canadian County, Oklahoma, more particularly described as follows:

Commencing at the NE Corner of the said Southeast 1/4 of Section 12;
THENCE South 89°47'24" West along the North line thereof a distance of
.391.95 feet to the Point of Beginning;

THENCE continuing South 89°47'24" West along said

North line a distance of 2023.99 feet;

THENCE South a distance of 582.43 feet;

THENCE East a distance of 781.05 feet;

THENCE South 65°00'00" East a distance of 89.57 feet;

THENCE North 25°00'00" East a distance of 120.00 feet;

THENCE North 20°00'00" West a distance of 35.36 feet;

THENCE North 25°00'00" East a distance of 50.00 feet;

THENCE North 70°00'00" East a distance of 35.36 feet;

THENCE North 25°00'00" East a distance of 103.19 feet;

THENCE South 65°00'00" East a distance of 99.51 feet;

THENCE East a distance of 934.98 feet;

THENCE North a distance of 376.84 feet to the point or
place of beginning containing 950897.232 square feet,
21.830 Acres, more or less.

WESTBROOKE ESTATES SECTION 6

LEGAL DESCRIPTION

A part of the Southeast Quarter of Section 12, Township 11 North, Range 5 West of the Indian Meridian, Canadian County, Oklahoma, more particularly described as follows:

Commencing at the SE corner of the said SE 1/4 of Section 12; THENCE South 90°00'00" West along the south line thereof a distance of 1850.00 feet, THENCE North 00°00'00" East along the centerline of Westbrooke Boulevard a distance of 363.61 feet; THENCE North 90°00'00" East a distance of 30.00 feet to the Point of Beginning;

THENCE North 00°00'00" East a distance of 31.41 feet;
THENCE along a curve to the right having a radius of 1970.00 feet a distance of 75.97 feet along said curve having a chord direction of North 01°06'17" East;
THENCE North 47°35'44" East a distance of 35.59 feet;
THENCE North 04°23'02" East a distance of 50.00 feet;
THENCE North 40°55'53" West a distance of 36.02 feet;
THENCE along a curve to the right having a radius of 1970.00 feet a distance of 166.55 feet along said curve having a chord direction of North 07°34'41" East;
THENCE North 10°00'00" East a distance of 97.18 feet;
THENCE North 55°00'00" East a distance of 35.36 feet;
THENCE North 10°00'00" East a distance of 50.00 feet;
THENCE North 35°00'00" West a distance of 35.36 feet;
THENCE North 10°00'00" East a distance of 107.50 feet;
THENCE South 80°00'00" East along the South line of WESTBROOKE ESTATES SECTION 3, according to the recorded plat thereof a distance of 214.00 feet;
THENCE continuing along said south line North 90°00'00" East a distance of 854.56 feet to a point on the West line of Block 4, WESTBROOKE ESTATES, SECTION 4, according to the recorded plat thereof;
THENCE South 01°02'46" West along said West line extended a distance of 481.82 feet;
THENCE South 27°40'55" West a distance of 156.14 feet;
THENCE North 90°00'00" West a distance of 720.11 feet;
THENCE South 84°29'25" West a distance of 170.70 feet;
THENCE North 90°00'00" West a distance of 176.80 feet to the Point of Beginning.
Described land containing 15.8552 Acres or 69,654.014 Square feet more or less.

EXHIBIT B7

WESTBROOKE ESTATES SECTION 7

LEGAL DESCRIPTION

A part of the SE 1/4 of Section 12, T11N, R5W, I.M., Canadian County, Oklahoma, more particularly described as follows, to-wit;

Commencing at the SE corner of the said SE 1/4 of Section 12; THENCE South 90°00'00" West along the south line thereof a distance of 714.34 feet to the Point of Beginning;

THENCE South 90°00'00" West along said south line a distance of 1080.66 feet;
THENCE North 00°00'00" East a distance of 50.00 feet;
THENCE North 45°00'00" West a distance of 35.36 feet;
THENCE North 00°00'00" East a distance of 85.00 feet;
THENCE North 45°00'00" East a distance of 35.36 feet;
THENCE North 00°00'00" East a distance of 50.00 feet;
THENCE North 45°00'00" West a distance of 35.36 feet;
THENCE North 00°00'00" East a distance of 103.61 feet;
THENCE North 90°00'00" East a distance of 176.80 feet;
THENCE North 84°29'25" East a distance of 170.70 feet;
THENCE North 90°00'00" East a distance of 720.11 feet;
THENCE South 29°01'42" East a distance of 80.06 feet;
THENCE South 00°00'00" East a distance of 310.00 feet to the Point of Beginning;

EXHIBIT "C"

Initial Use Restrictions and Rules

The following restrictions shall apply to all of the PROPERTY until such time as they are amended, modified, repealed or limited by rules of the ASSOCIATION adopted pursuant to Section 3 of the Declaration.

1. General. The PROPERTY shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center and/or a sales office for any real estate broker retained by Declarant to assist in the sale of property described in Exhibit "A," offices for any property manager retained by the ASSOCIATION or business offices for Declarant or the ASSOCIATION) consistent with this Declaration and any Supplemental Declaration.

2. Restricted Activities. The following activities are prohibited within the PROPERTY unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:

- (a) Parking of any vehicles on public or private streets or thoroughfares, or parking of commercial vehicles or equipment, mobile homes, recreational vehicles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than enclosed garages; provided, construction, service and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area;
- (b) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, and household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. According to Oklahoma City Ordinances, not more than three dogs may be kept on each lot; dogs and cats must be restricted behind a fence, or on a leash, or in a building at all times; dogs and cats must be annually licensed by the City and annually vaccinated against rabies; dogs and cats must wear immunization and registration tags on the collar or harness at all times. Residents must carry a pick up scooper with them, when they are walking their pet for the purpose of picking up the pet's excretion;
- (c) Any activity which emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Lots;
- (d) Any activity which violates local, state or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;
- (e) Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy or untidy condition to exist outside of enclosed structures on the Lot;
- (f) Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Lots;
- (g) Outside burning of trash, leaves, debris or other materials, except during the normal course of constructing a dwelling on a Lot;

- (h) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Lots, except alarm devices used exclusively for security purposes;
- (i) Use and discharge of firecrackers and other fireworks;
- (j) Dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the PROPERTY, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff, and Declarant and Builders may dump and bury rocks and trees removed from a building site on such building site;
- (k) Accumulation of rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers;
- (l) Obstruction or rechanneling of drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that Declarant shall have such right;
- (m) No Lot shall be physically split or subdivided into two or more parcels by any means. For the purpose of the preceding sentence, "any means" includes but is not limited to deeds, mortgages or liens, mortgage or lien foreclosures, partition suits or any other means whatsoever. Notwithstanding anything herein contained to the contrary, lot lines may be re-drawn, and lots in PROPERTY may be reallocated into a different lot or lots so long as the number of lots in PROPERTY is not increased and the redrawing or re-allocation is approved by the Architectural Committee;
- (n) Swimming, or other active use of lake within the PROPERTY, except that small water craft and fishing from the shore shall be permitted with appropriate licenses and Declarant, its successors and assigns, shall be permitted to draw water from the lake within the PROPERTY for purposes of irrigation and such other purposes as Declarant shall deem desirable. The ASSOCIATION and the Declarant shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams or other bodies of water within or adjacent to the PROPERTY;
- (o) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;
- (p) On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment, and the ASSOCIATION and ASSOCIATION shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment;
- (q) Any business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (ii) the business activity conforms to all zoning requirements for the PROPERTY; (iii) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the PROPERTY; and (iv) the business activity is consistent with the residential character

of the PROPERTY and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the PROPERTY, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

Leasing of a Lot shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by Declarant or a Builder approved by Declarant with respect to its development and sale of the PROPERTY or its use of any Lots which it owns within the PROPERTY;

- (r) Capturing, trapping of wildlife within the PROPERTY, except in circumstances posing an imminent threat to the safety of persons using the PROPERTY;
- (s) Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the PROPERTY or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;
- (t) Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Lot without prior approval pursuant to Section IV;
- (u) Operation of motorized vehicles on pathways or trails maintained by the ASSOCIATION;
- (v) Construction, erection, or placement of any thing, permanently or temporarily, on the outside portions of the Lot, whether such portion is improved or unimproved, except in strict compliance with the provisions of Section 4 of the Declaration. Unless otherwise permitted in the Design Guidelines, this shall include, without limitation, signs, basketball hoops, swing sets and similar sports and play equipment; clotheslines; garbage cans; woodpiles; above-ground swimming pools; docks, piers and similar structures; antennas, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind; and hedges, walls, dog runs, animal pens, or fences of any kind;
- (w) Use of go-carts and motorized scooters on any portion of the PROPERTY and for any purpose whatsoever.
- (x) The construction or maintenance of a billboard or advertising boards or structures on any lot in PROPERTY is prohibited. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period;
- (y) Basketball backboards may be erected at the residences in the PROPERTY. Each backboard must have a free standing structure supporting it and may not be attached to a house. The supporting structure must be constructed from rust resistant steel and maintained at all times, i.e., supporting structure to be kept completely painted and free of dirt and any markings giving it an unsightly appearance. The backboard must

be constructed from a plastic and/or fiberglass material and must be kept clean and free of any marking which gives it an unsightly appearance. A backboard which is cracked must be removed or replaced immediately. The net must be free of all rips and tears and shall be replaced whenever it becomes unsightly. The rim must be kept painted and free of dirt and any markings which give it an unsightly appearance. The rim must be kept perpendicular to the backboard in a standard basketball installation. No offensive activity is permitted which results from use of the basketball backboard;

- (z) No skateboard or bicycle ramps may be constructed in any yard or Common Area;
- (aa) No tree or shrub, the trunk of which exceeds two (2) inches in diameter, shall be cut down or otherwise destroyed without the prior express written consent of the Architectural Committee; and
- (ab) No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the frontal portion of any lot, unless approved by the Architectural Committee;

3. Prohibited Conditions. The following shall be prohibited within the PROPERTY:

- (a) Plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the PROPERTY;
- (b) Structures, equipment or other items on the exterior portions of a Lot which have become rusty, dilapidated or otherwise fallen into disrepair; and
- (c) Sprinkler or irrigation systems or wells of any type which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the PROPERTY, except the ASSOCIATION shall have the right to draw water from such sources.

4. Leasing of Lots. "Leasing," for purposes of this Paragraph, is defined as regular, exclusive occupancy of a Lot by any Person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. All leases shall be in writing. The Board may require a minimum lease term. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Lot Owner within 10 days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, Bylaws, and the Use Restrictions and Rules.

**OWNER'S RESTRICTIONS AND PROTECTIVE COVENANTS
WESTBROOKE ESTATES SECTION 8**

**EXHIBIT "D"
DESIGN GUIDELINES**

This Design Guidelines supplements the Covenants, Conditions, Restrictions, and Notice, Disclosure & Disclaimer to Future Buyers of WESTBROOKE ESTATES SECTION 8 ("Declaration"). The words and phrases herein contained shall have the meanings ascribed thereto in the Declaration unless expressly provided otherwise herein or unless the context or use indicates another or different meaning or intent. In addition to the terms and conditions contained in the Declaration, the following design guidelines, which shall be amended and restated at any time in accordance with the Declaration, are as follows:

1. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two (2) stories in height and a private garage for not less than two (2) and not more than four (4) automobiles and other outbuildings incidental to residential use of the plat. Any incidental outbuildings shall be brick veneer with the same brick as the main building, at the option of the Architectural Committee, and shall be approved as to design and locations by the Architectural Committee.

2. No building shall be erected or altered in this subdivision until the building plans, specifications, including roofing and plot plan showing the location of such building has been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and in conformity with the Architectural Committee's design philosophy and as to location of the building in respect to topography and finished grade elevation by a Architectural Committee, composed of Cheryl Fincher, Sherry Hamilton and James A. Fincher or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any members of said committee, the remaining member or members shall have full authority to designate a successor. In the event said committee or its designated representative fails to approve or disapprove within thirty (30) days after said plans and specifications have been submitted to it or in any event if no suit to enjoin the constructions has been commenced prior to the completion of construction of said plans, approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

No main residential building shall ever be erected, placed or constructed on any lot or building site in this subdivision unless at least eighty percent (80%) of the first floor exterior walls thereof be of brick, brick veneer, stone or stone veneer or other material specifically approved by the Architectural Committee, provided however, that all windows or doors located in said exterior walls shall be excluded in the determination of the areas of eighty percent (80%) of said exterior walls and further provided that where a gable-type roof is constructed and a part of the exterior walls are

extended above the interior room ceiling line due to the construction of such gable-type roof, then that portion of such wall or walls extending above the interior room ceiling height may be constructed of wood material and also likewise excluded from the square foot area in determining what constitutes eighty percent (80%) of the exterior walls of said residential building.

3. The Declarant or the Architectural Committee composed of Cheryl Fincher, Sherry Hamilton and James A. Fincher is hereby granted the right to grant exceptions or waive any and all restrictions imposed by this document. Said waiver must be in writing and recorded of record to be a valid waiver. Any such waiver will be at the sole discretion of the Declarant or the Architectural Committee and any waiver shall not obligate the Architectural Committee to grant similar waivers in the future.

4. No business, trade or commercial activity shall be carried on upon any residential lot, unless transacted completely within the home itself and without disturbance to neighbors. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No mobile home, trailer, camper, boat, motor home, truck or like equipment may be parked, stored, kept, repaired or serviced on any lot between the building line and the front property line or on corner lots, the side building line and the street side property line for each lot as shown on the recorded plat of PROPERTY. The intent of this covenant is to prohibit the parking or storage of any or all vehicles or equipment other than conventional passenger automobiles in operating condition, in the afore described areas of each lot.

5. No structure of a temporary character, trailer, basements, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a resident either temporarily or permanently. No existing structure of any type may be moved onto any lot in this addition from another location.

6. All fencing materials and fencing locations shall be approved by the Architectural Committee. No fencing shall be allowed in the front of the home. No fencing shall be allowed between the front of the home and the curb. No fencing will be allowed between the building line as shown on the plat of the PROPERTY and the curb.

7. The ground floor living area of any single story home shall not be less than 2,000 square feet without the approval of the Architectural Committee, nor less than 2,500 square feet total living area up and down for any home of more than one story without the approval of the Architectural Committee. No roofing material, valley or ridge shall be sued on any structure located on any lot in PROPERTY without the approval of the Architectural Committee.

8. Set backs from front and side building lines as shown on the plat are absolute minimum and the Architectural Committee shall require further set backs as they, in their sole discretion, determine as appropriate for the architectural and aesthetic harmony of the addition.

9. No skateboard ramps shall be allowed on any lot in PROPERTY.

10. The Design Guidelines in this Exhibit "D" do not apply to the Declarant.

11. The current mailing address of the Architectural Committee is 8312 W. Reno, Suite B, Oklahoma City, Oklahoma 73127, Attention: Cheryl Fincher.