

**RESTRICTIVE COVENANTS
KEYSTONE WEST LAKE ESTATES PROPERTY OWNERS (KWLEPOA)**

PROPERTIES COVERED BY KWLEPOA

I-2012-003971 Book 0712 Pg: 439
09/20/2012 2:10 pm Pg 0439-0448
Fee: \$ 31.00 Doc: \$ 0.00
Marcelee Welch - Pawnee County Clerk
State of Oklahoma

See Attachment A



AMENDED RESTRICTIONS

- As amended by:
1. Member Meeting November 15, 1999
 2. Annual Member Meeting January 15, 2000
 3. Annual Member Meeting January 12, 2002
 4. Annual Member Meeting January 8, 2005
 5. Special Ballot Vote of Membership – December 9, 2006
 6. Annual Member Meeting January 9, 2010
 7. Annual Member Meeting January 22, 2011
 8. Annual Member Meeting January 21, 2012

DEFINITIONS

1. KWLE shall mean and refer to Keystone West Lake Estates, the subdivision.
2. KWLEPOA shall mean and refer to Keystone West Lake Estates Property Owners Association, its successors and assigns.
3. KWLEPOA Directors shall mean and refer to the governing body of KWLEPOA. This body is elected at the Annual Meeting. The KWLEPOA Directors are authorized to take such enforcement action as reasonably necessary to effect the uniform collection of assessments and compliance with Restrictive Covenants as described herein.

PURPOSE

The purpose of the following Restrictive Covenants is to promote property values and the health, safety, and welfare of the residents and community within Units One, Two, Three, and Four of Keystone West Lake Addition, and all other properties under its jurisdiction.

SCOPE

1. The Restrictive Covenants are based upon the organization, powers, and duties of the KWLEPOA and its Board of Directors as provided in the most current BY-LAWS OF KEYSTONE WEST LAKE ESTATES PROPERTY OWNERS ASSOCIATION, INC.
2. The Board of Directors is authorized to grant exceptions to the foregoing covenants and restrictions. The Property Owner(s) seeking an exception must petition the board in writing at a scheduled Board Meeting. Property Owner(s) must describe the requested variance and an explanation for the variance. The petition will be placed on the agenda of the next Board Meeting for action. Granting of the variance shall require a majority vote by the Board members.

3. Unless otherwise stated, all Restrictive Covenants apply to both commercial and residential lots.
4. The Restrictive Covenants herein supplement provisions in the Westport Town Code. The Town of Westport regulations applying to building requirements and lot spacing shall comply with the Protective Covenants of the subdivision (Westport Town Code, Title XV, Chapter 151, Section 151.005).
5. Invalidation of any one of these covenants or restrictions by judgment of any Court shall in no way affect any of the other provisions, which shall remain in force and effect.
6. Any and all prior Restrictive Covenants of any kind preceding the date of Covenants herein shall not be binding except to the extent incorporated herein.
7. All covenants and restrictions shall be binding upon the lot owner, his successors, heirs and assigns. Said covenants and restrictions are for the benefit of the entire subdivision.
8. All restrictions contained herein should be construed of the land, and shall be binding upon the lot owner, his successors, heirs and assignees, and all successor owners of said land for a period of ten (10) years. Thereafter these restrictions shall automatically renew for successive periods of ten (10) years unless KWLEPOA has agreed to change the Restrictive Covenants in part. The lot owners may change the restrictions, in whole or in part, by a majority of votes cast in said subdivision.

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I. KWLEPOA Membership

1. All lot owners are required to be members of KWLEPOA.
2. An assessment of \$10.00 per month for improved lots and \$5.00 per month for unimproved lots, which may be paid monthly, semi-annually, or annually, shall run against each lot in KWLE for the maintenance of streets, street lights, buildings, structures and common properties according to rules and regulations of KWLEPOA. The decision of KWLEPOA, its nominees or consignees, with respect to the use and expenditure of such funds shall be used. (Amendment added - on December 9, 2006) An additional assessment of \$10.00 per month for improved lots and \$5.00 per month for unimproved lots (with billing year to begin 2006) shall be assessed against each lot in KWLE for the sole purpose of road projects in Westport. (End of Amendment added - on December 9, 2006). (Amendment added – on January 21, 2012) Membership dues will be increased in the amount of \$10.00 per month, incurred only by improved property owners, and no more than on one improved property per home owner. These monies will be specifically earmarked for Westport beautification projects. The additional \$10 per month per home owner will be used to maintain roads, pay for snow removal as necessary, pay for lawn maintenance along roads and common areas, maintenance and construction of walking trails and the addition of community parks. This increase will take effect in December 2012 (End of Amendment added - on January 21, 2012).

3. Assessments shall be and are hereby secured by a subordinate lien on each lot respectively, and shall be payable to KWLEPOA on the 31st day of December of each year. A late fee of \$25.00 will be charged after March 31st.

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II. *Property Use*

A. Definitions

1. An improved lot is any lot on which a permanent residential or commercial building is located. A commercial lot is a lot zoned for commercial use by the Town of Westport. A residential lot is a lot zoned for residential use by the Town of Westport.

B. Restrictive Covenants

1. All lots must be kept clean and free of rubbish and trash. All improved lots must be kept free of overgrowth of grass, weeds or brush.
2. No lot may be re-subdivided unless written approval is given by KWLEPOA, its assignees or designees.
3. All lots shall be used solely for residential purposes, except lots zoned for commercial use.
4. Lots zoned for commercial use may be used either for residential or business purposes; provided, however, that if used for business, the nature and purpose of the business use and building plans, etc., shall be approved in writing by KWLEPOA, its successors, assigns, or designees.
5. No advertising or "For Sale" signs can be erected on KWLE lots without permission of the owner.
6. No noxious, offensive, unlawful or immoral use shall be made of the premises.
7. No business shall be conducted on any lot that is noxious or harmful by reason of emission, odor, dust, smoke, gas fumes, noise or vibration.
8. KWLEPOA reserves to itself, its successors and assigns, an easement of right-of-way over a strip along the side, front and rear boundary line of the lot or lots for the purpose of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities.
9. All lots in KWLE are subject to all applicable easements, restrictions and zoning rules and regulations

C. Vehicles and Construction Equipment

1. No vehicle, trailer or other equipment will be parked on any roadway or easement for more than 48 hours in one 30-day period unless justified by inclement weather, as justified by the KWLEPOA Board. Vehicles should be parked on improved driveways or in vehicle enclosures (garages / carports).
2. No vehicles, trailers, construction equipment or other equipment or devices that exceed 18 feet and/or exceed 7,500 pounds in weight will be permitted on any road or easement within the boundaries of KWLEPOA except as noted in Sections (II.C.3, II.C.4, and II.C.5) below.
3. Commercial vehicles, trailers, construction equipment or other equipment or devices (equipment) that exceed the limits stated above (II.C.2) that are

required for the construction of buildings, the repair or maintenance of roads, or the construction or maintenance of utilities will be permitted on the roads and easements when such repair, construction, or maintenance has been approved by the KWLEPOA and/or the Town of Westport. If such vehicle, trailer, construction equipment or device is for construction of buildings, such operation is limited to the timeframes stipulated in the valid building permit filed and approved by the Town of Westport, and such equipment will be limited to the general area of construction and the route to and from the construction site directed by the Town of Westport.

4. Nothing in this Section (II.C.1-7) shall prohibit the property owners from possessing and driving a non-commercial vehicle (passenger automobile, pick-up truck, van, camper or recreational vehicle, recreational boat (with trailer), motorcycle or lawn maintenance equipment), as long as such vehicle is not parked in violation of Section 1 (II.C.1) above.
5. Trash trucks, delivery trucks and utility repair vehicles on scheduled deliveries or utility repairs are exempt from the regulations of Section 1(II.C.1 thru 3).
6. INOPERABLE VEHICLES (JUNK CARS) - All motor vehicles parked in a residential zone must be operative unless such vehicles are parked inside a building, garage, or carport. Vehicles covered by tarps or stored in the rear yard must still be in operating condition. "Inoperable" shall include any vehicle that lacks current registration or tags.
7. Major automotive repairs is defined as any repairs that require the vehicle to be elevated on blocks, jacks, jack stands, ramps or by any other means, and/or any other repairs that exceed 48 hours that will cause the vehicle to be classified as "inoperable". Major automotive repair, even on personal vehicles, must not be conducted outdoors.

III. *Animals*

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A. Definitions

1. "Owner" means any person or entity owning, harboring, or keeping an animal. The occupant of any premises on which a domesticated or tamed animal is domiciled, or to which it customarily returns, for a period of ten days or more, shall be deemed to be harboring or keeping the animal [Westport Town Code, Title IX, Chapter 93, Section 93.01].
2. "At large" means not securely confined by a fence or other means on premises under the control of, or occupied by, the owner, and not under the control of the owner or an agent of the owner, by leash or otherwise, whether on the owner's premises or not [Westport Town Code, Title IX, Chapter 93, Section 93.01].
3. "Vicious dog" means a dog which has bitten, or attempted to bite, any person without undue provocation, or which attacks, or barks, or growls at and acts as if it intended to attack or bite, or bites a person or persons, when not unduly provoked [Westport Town Code, Title IX, Chapter 93, Section 93.01].

B. Restrictive Covenants

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

2. No owner may keep a dog or other animal, which, by barking, howling, or otherwise, disturbs the peace and quiet of any person or persons (Westport Town Code, Title IX, Chapter 93, Section 93.06).
3. The owner of a dog or cat shall have it vaccinated against rabies every calendar year (Westport Town Code, Title IX, Chapter 93, Section 93.20).
4. No owner shall permit any animals owned, harbored, or kept by him or her to be at large at any time (Westport Town Code, Title IX, Chapter 93, Section 93.02) with the exception of dogs and cats. Dogs that have been declared vicious or dogs and cats whose owner does not have a current certificate of rabies vaccination cannot be at large at any time.
5. No owner shall have more than a total of 5 number of dogs and/or cats per household.

IV. New Construction and Improvements

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A. Definitions

1. A primary residential building is a structure used as the principal residence of the lot owner. A primary commercial building is that building on a lot that serves as the primary location for business activity. Primary residential and commercial buildings are not auxiliary structures as defined below.
2. An auxiliary structure is any permanent or temporary building or structure not used as a residence or for conducting a business. Included are detached garages, storage buildings, workshops, fences, and decks. Also included are recreational structures such as gazebos, playground structures, and green houses. Auxiliary structures or buildings are defined as permanent if constructed on a foundation that requires permanent footings such as slab and/or pier and beam foundations. Temporary buildings and structures are not constructed on a permanent foundation.

B. Building Permit

1. No primary residential or commercial building or auxiliary structure shall be erected or constructed on any lot until the building plans, specifications, plot plans and external design have first been approved in writing by the Architectural Control Committee of KWLEPOA, or by such nominee or nominees as it may designate in writing. Detached garages, workshops, and storage buildings, in addition to the required attached garage, are acceptable subject to approval by the KWLEPOA Architectural Control Committee.
2. Prior to excavations for footings for building construction or improvements, property owner shall make application to the incorporated Town of Westport for a building permit. For the purposes of definition, fences shall be construed as improvements (Westport Town Code Title XV, Chapter 151, Section 151.004).
3. Building permit fees are not required to rebuild buildings destroyed by fire or act of nature (tornadoes, windstorms or flood). Buildings must be rebuilt within one (1) year, or if not rebuilt, all debris must be removed within same one (1) year. If the building is not rebuilt or debris removed, property will be considered abandoned and subject to clean up and removed by the Town of Westport at owner's expense.

C. Construction Standards

1. No improvements, except fences, shall be erected or constructed on any lot in KWLE nearer than thirty (30) feet to the front property line, eight (8) feet from the rear property line, nor nearer than eight (8) feet to the side property line.
2. No mobile homes, manufactured homes, or previously used homes may be moved on to any lot.
3. The exterior of any building shall be completed within six (6) months from the date that the building permit is issued. An extension may be given by the Architectural Control Committee if justified by extenuating circumstances. A building permit expires if construction authorized in the permit is not initiated within six (6) months. After this time a new building permit must be obtained before construction can be initiated. Additional building permits may or may not be granted if construction authorized under previous permits has not been completed in a timely manner as determined by the Architectural Control Committee and approved by the board.
4. New construction and improvements must conform to current building, electrical, mechanical, plumbing, housing, fire, and gas piping codes. A qualified state inspector must inspect new construction and improvements. Inspection fees, if any, will be paid by the property owner.
5. Construction and improvements cannot obstruct public streets or rights of way so as to interfere with drainage (Westport Town Code, Title IX, Chapter 90, Section 90.05).

D. Primary Residential and Commercial Buildings

1. No building other than a single family residence containing not less than 1500 square feet on the ground level exclusive of open porches, breezeways, carports and garages, shall be erected or constructed on any residential lot in KWLE. RVs and campers cannot be used as a primary residence.
2. All homes must have a minimum two-car garage attached to the residence.
3. All driveways must be paved concrete or asphalt. Any other material must be approved by KWLEPOA prior to installation.
4. All homes shall be constructed with new materials.
5. Only modern sewer facilities will be permitted. No lagoon waste disposal systems will be permitted. Septic tanks and/or other waste disposal systems must be constructed and maintained in accordance with the test standards and specifications of the Oklahoma Department of Environmental Quality. Water will not be connected until septic system is installed.
6. One half of the total exterior wall area of the front of any primary residential building and attached garage or commercial building shall be of either brick or stone construction or comparable material if approved by the Architectural Control Committee.
7. The roof of a primary residential or commercial building must be covered with architectural grade shingles or a comparable material (such as copper, slate, wood, metal, etc.) as approved by the Architectural Control Committee.
8. All homes must be of wood construction or a comparable material as approved by the Architectural Control Committee.

E. Auxiliary Buildings and Structures

1. Except as provided in section E.2, below, permanent or temporary auxiliary buildings or structures may not be placed on lots unless a principal residential or commercial structure already exists.
2. Permanent or temporary auxiliary buildings or structures may be located on lots adjacent to an owner's improved lot(s) if the adjacent lot(s) is included in the abstract of the property on which is located the owner's principal residential or commercial building.
3. If ownership of the lot containing an auxiliary structure is transferred separately from the lot containing the principal residential or commercial building, the auxiliary structure must be removed within six (6) months of the transfer. If not removed by the owner within six (6) months, the structure will be removed by KWLEPOA at the owner's expense executed with a lien against the property. Removal of the auxiliary structure is not required if the Town of Westport receives within six (6) months of the property transfer an application for a building permit for a primary residential or commercial building for the lot containing the auxiliary building or an adjacent lot.
4. Auxiliary buildings and structures, with the exception of fences, must be located at least thirty (30) feet from the front property line, eight (8) feet from the rear, and eight (8) feet from the side property lines. The Architectural Control Committee must approve the specific location of the structure including variances in the required distances from a property line.
5. Auxiliary structures must be of wood or metal frame construction. The exterior and roof must be compatible with the primary residential or commercial structure on the lot. A detached garage must have a paved concrete or asphalt driveway.
6. Fences constructed on or in close proximity to a lot's property line are defined as property line fences. Fences at other locations on the property are defined as interior fences. Both types of fencing are considered a property improvement that must be approved by the Architectural Control Committee and construction authorized by a building permit from the Town of Westport. The Architectural Control Committee is responsible for notifying adjacent property owners of intent to construct a property line fence. Property line and interior fences must be located and constructed so as not to adversely affect the value of adjacent property. They cannot exceed six (6) feet in height and must not obstruct adjacent property owners' view of the lake. They must be constructed of wood or other materials compatible with other structures on the lot as approved by the Architectural Control Committee. Property line fences cannot be used to restrict access to the easement of right-of-way for public utility construction and maintenance.
7. Recreational structures such as gazebos, playground structures, and greenhouses are considered to be auxiliary structures and are subject to the general restrictions for auxiliary structures described herein.

F. Erosion / Water Runoff

1. All property owners, or contractors who undertake a construction project on property, within Unit One (1), Unit Two (2), Unit Three (3), and Unit Four

- (4), and all other properties under the KWLEPOA jurisdiction shall take the necessary precautions to prevent soil erosion, damage to adjacent property and control of surface water runoff and have a continuing duty to prevent soil erosion, damage to adjacent property and control of surface water runoff.
- 2. The KWLEPOA is not responsible for erosion or water runoff and does not maintain or control the flow of surface water runoff.

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V. PENALTY.

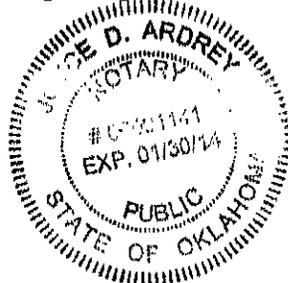
- 1. Upon notification by the Board to any owner that they are in violation of any of the restrictive covenants, the owner will have fourteen (14) calendar days to come into compliance or to notify the Board of a plan to come into compliance. The Board will then respond within fourteen (14) calendar days of the next Board meeting to accept or reject the owner's proposal.
- 2. Whenever an owner is declared to be in violation of these restrictive covenants of the KWLEPOA, or whenever in the restrictive covenants, the doing of any act is required or the failure to do any act is declared to be not in compliance with the covenants and restrictions, and where no specific penalty is provided therefore, the violation of any provision of these restrictive covenants, shall be subject to a specific assessment not exceeding \$100 as approved by the Board of the KWLEPOA. Each day or any portion of a day during which any violation of restrictive covenants shall continue shall constitute a separate violation. In the event there is a continuing violation after notice of such violation and assessment by the KWLEPOA Board, KWLEPOA may abate and remedy such continuing violation, and may assess such expense to the owner.
- 3. All assessments shall be recoverable by civil action before any court of competent jurisdiction in addition to any other method or remedy provided by law including liens attached to owner's property.
- 4. Any notice required under Section V – PENALTY, shall be deemed served when sent by U.S. Mail Certified Return Receipt Requested to the last known address of record on file with KWLEPOA.

Marisha Moore

 President of KWLEPOA

Ernie Arnold

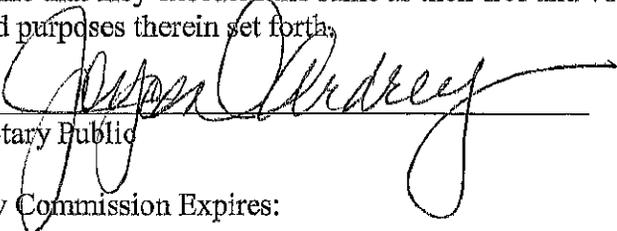
 Secretary of KWLEPOA



STATE OF OKLAHOMA
 COUNTY OF TULSA

Before me, the undersigned, a Notary Public, in and for said County and State on this 16 day of July, 2012, personally appeared Marisha Moore, President of

KWLEPOA and Sarah Rynolds, Secretary of KWLEPOA, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth,



Notary Public

My Commission Expires:
01/30/2014

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ATTACHMENT A

The following properties are included and covered by the RESTRICTIVE COVENANTS of the KEYSTONE WEST LAKE ESTATES PROPERTY OWNERS (KWLEPOA)

1. KEYSTONE WEST LAKE ESTATES, same being a part of Section Nine (9), Township Twenty (20) North, Range Nine (9) East of Indian Meridian, now incorporated into and a part of the Town of Westport, Oklahoma, in the County of Pawnee, State of Oklahoma, according to the recorded plat thereof. Unit One (1), Unit Two (2), Unit Three (3), and Unit Four (4), and all other properties under KWLEPOA jurisdiction as filed with Pawnee County.

2. A tract of land located in the Southeast Quarter (SE/4) of Section Nine (9), Township Twenty (20) North, Range Nine (9) East described as commencing at a point on the East line of Old Highway #64 at its intersection with the North line of New Highway #64, said point being 130.0 feet North and 50.59 feet East of the Southwest Corner of the Southeast Quarter (SE/4) of Section Nine (9), Township Twenty (20) North, Range Nine (9) East; Thence North 89 degrees 59' 28" East along the North Line of New Highway #64 and the South line of Unit 4, KEYSTONE WEST LAKE ESTATES according to the recorded Plat thereof, a distance of 461.59 feet; Thence South 0 degrees 00' 32" East a distance of 30.00 feet; thence North 89 degrees 59' 28" East a distance of 1,216.35 feet to a point, said point being the intersection of the North line of New Highway #64 with the East line of Woodland Drive, said point also being the point of beginning; thence North 0 degrees 24' 34" East along said East line of Woodland Drive a distance of 885.88 feet to a point on the South line of Meadow Road; thence North 89 degrees 35' 26" East along said South line of Meadow Road a distance 873.73 feet to a point on the East line of the Southeast Quarter of Section Nine (9) East, Township Twenty (20) North, Range Nine (9) East; thence South 0 degrees 24' 34" West along said East line of the Southeast Quarter (SE/4) a distance of 772.33 feet to a point on the North line of New Highway #64; thence South 89 degrees 59' 28" West along said New Highway #64 a distance of 50 feet; thence South 0 degrees 00' 32" West a distance of 120 feet; thence South 89 degrees 59' 28" West along said North line of New Highway 64 a distance 823.65 feet to the Beginning, according to the US Government Survey thereof.

3. All other properties within the KWLEPOA jurisdiction, including properties and such additions thereto as may be hereinafter brought within the jurisdiction of this corporation by annexation or acceptance into the Town of Westport and/or the Keystone West Lake Estates Property Owners Association.

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