

OFFICE OF THE SECRETARY OF STATE



**RESTATED
CERTIFICATE OF INCORPORATION**

WHEREAS, the Restated Certificate of Incorporation of

LAKERIDGE MANOR ASSOCIATION, INC.

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

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

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



*Filed in the city of Oklahoma City this
17th day of June, 2005.*

M. Anna Savage

Secretary of State

RESTATED
ARTICLES OF INCORPORATION
OF
LAKERIDGE MANOR ASSOCIATION, INC.

06/17/2005 09:51 AM
OKLAHOMA SECRETARY OF STATE



STATE OF OKLAHOMA)
)
) SS:
COUNTY OF OKLAHOMA)

TO THE SECRETARY OF STATE
OF THE STATE OF OKLAHOMA:

ARTICLE I

This is to restate, integrate, and amend the Articles of Incorporation of Lakeridge Manor Association, Inc., a non-profit corporation, duly organized under the laws of the State of Oklahoma, which Articles of Incorporation were originally filed with the Secretary of State of the State of Oklahoma on the 24th day of May 1972 and restated and filed the 30th day of March 1992; further, that these Restated Articles of Incorporation were duly adopted in accordance with the provisions set forth in Title 18 Section 1080 of the General Corporation Act of the State of Oklahoma.

ARTICLE II

As set forth in the original Articles of Incorporation, the name of the corporation is "LAKERIDGE MANOR ASSOCIATION, INC." The corporation commenced business with the filing of the original Articles, the approval of same and the issuing of a Charter by the Secretary of State of the State of Oklahoma, and shall have a duration of fifty (50) years from the date thereof.

ARTICLE III

The principal office of the corporation is located at: 4346 N. W. 63rd Street, Oklahoma City, Oklahoma. The resident agent of the corporation is Sharon K. Bunge, whose address is 4346 N. W. 63rd Street, Oklahoma City, Oklahoma County, State of Oklahoma 73116-1505.

The principal office and the resident agent of the corporation may be changed by the Board of Directors in the event it becomes necessary.

RECEIVED

JUN 17 2005

OKLAHOMA SECRETARY
OF STATE

ARTICLE IV

The purposes for which the corporation was formed, and the business and objects which it continues to carry on and promote by it, are:

- (a) To own, acquire, build, repair, maintain, and operate all of the common elements of said property as defined in the recorded Declaration of Covenants and Restrictions for Lakeridge Manor, including the residential building, parking lots, fences, and landscaping thereon and appurtenances thereto, including personal property incidental thereto;
- (b) To provide water and electricity for the common areas of said property;
- (c) To fix assessments or charges to be levied against the owners of the unit ownership estates in said property;
- (d) To provide insurance coverage for the exterior of the residential building and common areas;
- (e) To enforce any and all covenants, restrictions, and agreements applicable to said property; and
- (f) Insofar as is permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of said property.

ARTICLE V

Every person who is a record owner of a fee simple title to a unit ownership estate in said property, and which is subject to covenant of record to assessment by this corporation, shall be a member of the corporation. Voting rights of the members are and shall be exercised on a percentage basis according to the unit ownership estate of each, being 4.545 percent voting rights for each of the 22 units.

ARTICLE VI

The affairs of the corporation were managed initially by a Board of three (03) directors consisting of the original incorporators, who served until the first annual meeting, and who elected the temporary officers of the corporation. At said meeting, a board of three (03) directors was elected from among the members, by the cumulative voting of the members, as was provided in the original Articles. One member was elected to serve a term of one year, one for two years, and one for three years. Thereafter, one director was elected each year to serve a term of three years in order that these members of the Board served for staggered three-year

terms. That by virtue of this amendment, the number of directors who shall manage the affairs of the corporation is hereby increased to five (05). The term of such additional directors shall also be three (03) years, which shall commence upon the election thereof.

Annual meetings shall be held as provided in the By-Laws of the corporation.

The directors shall elect the regular officers of the corporation at their annual meetings as provided in the By-Laws, who shall serve until their successors are elected and qualify.

ARTICLE VII

No part of the net earnings, if any, of the corporation has or shall be distributed to, nor inure to the benefit of any member, director or officer of the corporation.

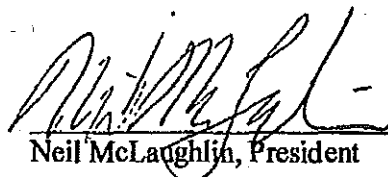
ARTICLE VIII


By-Laws of the corporation have been adopted by the directors, who may amend them at their pleasure so long as they do not conflict with the provisions of these Articles or the recorded Declaration of Covenants and Restrictions for Lakeridge Manor.


ARTICLE IX

These Restated Articles of Incorporation may be amended at any annual meeting or at any special meeting called for such purposes by a majority of those eligible to cast votes.

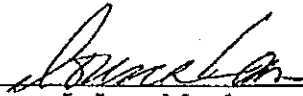
Dated this 14th day of June 2005.


Neil McLaughlin, President


Jane D. White, Vice President


Sharon K. Bunge, Secretary/Treasurer

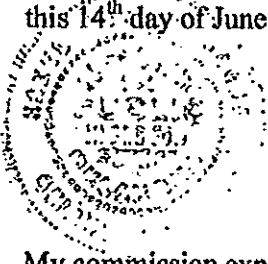

Amos F. McClure, Member



Donna L. Law, Member

DIRECTORS

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

The foregoing Restated Articles of Incorporation were acknowledged before me this 14th day of June 2005 by the above-named Directors.




Notary Public
COMMISSION # 02001438

My commission expires:

2/28/2006

CORPORATION HAS NO POWERS TO ISSUE CERTIFICATES OF STOCK.

By-Laws of Lakeridge Manor Association, Inc.

Article I

Definitions

Section 1. "Association" shall mean and refer to Lakeridge Manor Association, Inc., a non-profit corporation, organized and existing under the laws of the State of Oklahoma.

Section 2. "Property" shall mean and refer to

All of Lots 1, 2, 3, and 4 in Block One (1), Clark's Lakeridge Addition to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

Section 3. "Common Areas," as defined in the Declaration of Covenants and Restrictions [Article 1, Section 1(h)], does not include gates; windows; skylights; front doors; garage doors; garage apron; patios and/or courtyards; front entrance steps; balconies, whether enclosed or not; gutters or water and sewer lines within the confines of the unit (in courtyards or under garage floor or garage apron).

Section 4. "Holiday" shall mean any day which has been designated by the U.S. Government as an official holiday.

Section 5. All other terms and definitions shall be the same as those set forth in recorded Declaration of Covenants and Restrictions for Lakeridge Manor, applicable and pertaining to the above-described property.

Article II

Location of Office

Section 1. The principal office of the Association shall be located at 4346 N. W. 63rd, Oklahoma City, Oklahoma. The principal office may be changed by the Board of Directors.

Article III

Membership

Section 1. Membership in the Association shall be held and maintained as provided in Article V of the Articles of Incorporation and in these By-Laws.

Section 2. The rights of membership, including voting rights, are subject to the payment of annual (monthly dues) and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of and becomes a lien upon the unit ownership estate against which such assessments are made as provided by Article IV of the Declaration of Covenants and Restrictions to which the property is subject and recorded in Oklahoma County, Oklahoma.

Section 3. All membership rights, including voting rights, of any person shall be suspended by action of the Board of Directors during the period when the annual (monthly dues) or special assessments remain unpaid for more than thirty (30) days; but, upon payment of such assessments, these rights and privileges shall be automatically restored. All annual (monthly dues) or special assessments shall carry a late fee of \$10.00, which shall be assessed on the 11th day of the month. If any annual (monthly dues) or special assessments are in excess of sixty (60) days delinquent, a lien will be filed against said unit. Thirty (30) days after the recording of the lien, the Board of Directors shall advise the member the account is being prepared to be turned over for collection and/or foreclosure. At any time after the passage of 10 days, or other time period if required by law, the Board of Directors may turn the account over for collection and/or foreclosure.

In addition to any other filing fees, an Association lien filing fee of \$25.00 and an Association lien release fee of \$25.00 shall be assessed. Also, in addition to any bank fees, an Association fee of \$25.00 shall be assessed on all returned checks.

Section 4. If the Board of Directors have adopted and published rules and regulations governing the use of the common elements and facilities and the personal conduct of any person thereon, as provided in Article VI, Section 3, hereof, they may, at their discretion and upon a majority vote of the Board, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days. Said vote can be done without notice of a meeting, but the vote results shall be placed in the minutes of the next regularly scheduled meeting.

Article IV

Voting Rights

Section 1. Voting rights of the members shall be exercised in person or by written proxy, in accordance with the provisions of the Articles of Incorporation and recorded Declaration of Covenants and Restrictions for Lakeridge Manor and these By-Laws.

Article V

Property Rights and Rights of Enjoyment

Section 1. Each member shall be entitled to the use and enjoyment of the common elements and facilities as described in the recorded Declaration of Covenants and Restrictions for Lakeridge Manor [Article 1, Section 1(h)] and plans attached thereto subject to the provisions of the Articles of Incorporation, recorded Declaration of Covenants and Restrictions for Lakeridge Manor, and of these By-Laws.

Section 2. Any member may delegate his rights of enjoyment in the common elements and facilities to the members of his family who reside upon the property or to any of his tenants who reside thereon. Such member shall notify the Secretary in writing of the name of any such person and of the relationship of the member to such person. The rights and privileges of such

person are subject to suspension under Article III, Section 3, to the same extent as those of the member.

Section 3. Any member whose landscaping (trees, vines, plants, etc.) causes damage to the common elements (roofs, exterior of the unit, fences, sidewalks, etc.) shall be responsible for the repairs of same. The costs of these repairs shall be carried on the Association's books and records as a special assessment, including all payment and enforcement provisions of same.

Article VI

Board of Directors

Section 1. A board of five (5) directors shall be elected and serve as provided in Article VI of the Articles of Incorporation. The offices of President and Vice President will be for a one-year term. These offices will be determined by a majority vote of the Board of Directors.

Section 2. Any member of the Board of Directors may be removed for cause by a vote of three-fourths (3/4) of all unit owners in person or by proxy.

Section 3. Vacancies in the Board of Directors shall be filled by the remaining directors, any such appointed director to hold office until his successor is elected by the members, who may make such election at the next annual meeting of the Members or at any special meeting duly called for that purpose.

Section 4. The Board of Directors shall have power:

(a) To call special meetings of the members whenever it deems necessary, and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership.

(b) To appoint and remove at pleasure all officers, agents, and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed

to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.

(c) To establish, levy and assess, and receive the assessments or charges referred to in the Articles of Incorporation and recorded Declaration of Covenants and Restrictions for Lakeridge Manor.

(d) To adopt and publish rules and regulations governing the use of the common elements and facilities and the personal conduct of the members and their guests thereon.

(e) To exercise for the Association all powers, duties, and authority vested in or delegated to this Association.

(f) In the event that any member of the Board of Directors of this Association shall be absent from two (2) consecutive regular meetings of the Board of Directors, the Board may by action taken at the meeting during which said second absence occurs, declare the office of said absent Director to be vacant.

Section 5. It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such is requested in writing by one-fourth ($\frac{1}{4}$) of the voting membership.

(b) To supervise all officers and agents of this Association and to see that their duties are properly performed.

(c) As more fully provided in Article IV of the recorded Declaration of Covenants and Restrictions to which the property is subject:

(1) To fix the amount of the assessment against each unit ownership estate for each assessment period at least thirty (30) days in advance of such date or period and, at the same time;

(2) To prepare a roster of the unit ownership estates and assessments applicable thereto which shall be kept by the Secretary or Secretary/Treasurer and shall be open to inspection by any member, and, at the same time;

(3) To send written notice of each assessment to every owner subject thereto.

(d) To issue, or to cause an appropriate officer to issue, upon demand by any owner, a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

Section 6: The duties of the President shall include but not be limited to:

(a) To preside at all meetings;

(b) To supervise all projects (unless otherwise delegated) after they have been approved by a majority of the Board of Directors or a majority of the homeowners;

(c) To preside over any disputes among homeowners;

(d) To enforce all rules and regulations governing the Association; and,

(e) To sign legal documents.

Section 7. The duties of the Vice President are the same as the President during the absence of the president.

Section 8. The powers of the President and Vice President shall be delegated by the Board of Directors.

Section 9. No Board member or officer shall in any way bind the Association or the Board to do or not to do any certain things unless expressly ratified or approved by the Board of Directors or the homeowners.

Article VII

Directors' Meetings

Section 1. A meeting of the Board of Directors shall be held when deemed necessary by members of the Board.

Section 2. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any two directors after not less than three (3) days' notice to each director.

Section 3. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

Section 4. The majority of the Board of Directors shall constitute a quorum thereof.

Article VIII

Meetings of Members

Section 1. The regular annual meeting of the members shall be held on the first Tuesday of the month of April in each year, at a time to be determined. If the day for the annual meeting of the members shall fall upon a holiday, the meeting will be held at a time to be determined on the first day following which is not a holiday.

Section 2. Special meetings of the members for any purpose may be called at any time by the President, the Vice President, the Secretary or the Treasurer, or by any two or more members of the Board of Directors, or upon written request of the members who have a right to vote one-fourth ($\frac{1}{4}$) of all of the votes of the entire membership.

Section 3. Notice of annual and special meetings shall be given in writing to the members by the Secretary. Notice may be given to the member either personally or by sending a copy of the notice through the mail, postage thereon fully prepaid, to his address appearing on the books of the Association. Each member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be given or sent at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided, however, that if the business of any meeting shall involve any change in the basis or maximum amount of assessments set forth in Article IV of the recorded Declaration of Covenants and Restrictions to which the property is subject or any special assessments therein authorized, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, two-thirds ($\frac{2}{3}$) of the votes of the entire membership shall constitute a quorum for any action governed by the By-Laws. Any action governed by the Articles of Incorporation or by the recorded Declaration of the Covenants and Restrictions applicable to the property shall require a quorum as therein provided.

Article IX

Officers

Section 1. The officers shall be a President, a Vice-President, and a Secretary or Secretary/Treasurer. All officers shall be members of the Board of Directors.

Section 2. The officers shall be chosen by majority vote of the Directors.

Section 3. All officers shall hold office during the pleasure of the Board of Directors.

Section 4. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; and sign all notes, checks, leases, mortgages, deeds, and all other written instruments.

Section 5. The Vice-President shall perform all the duties of the President in his absence.

Section 6. The Secretary or Secretary/Treasurer shall be the Secretary of the Board of Directors, shall record the votes, and keep the minutes of all proceedings in a book to be kept for the purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all members of the Association together with their addresses as registered by such members. (See Article VIII, Section 3.)

Section 7. The Treasurer or Secretary/Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer or Secretary/Treasurer shall sign all checks of the Association, provided that such checks and notes shall also be co-signed by the President or the Vice-President.

Section 8. The Treasurer or Secretary/Treasurer shall keep proper books of account and cause an annual assessment of the Association books to be made by the Board of Directors at the completion of each fiscal year. The Board of Directors is authorized to utilize a certified public accountant for a formal audit if they see fit. The Treasurer or Secretary/Treasurer shall prepare an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

Section 9. It shall be the duty of the Treasurer or Secretary/Treasurer to receive all monthly dues, assessments, and any other charges levied against a unit ownership. To send out

late notices for monthly dues after the 10th of each month. To prepare, sign, and file all liens in a timely manner as set forth in Article II, Section 3. To prepare and forward all accounts for legal action in a timely manner as set forth in Article III, Section 3.

Article X

Books and Papers

Section 1. The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection by any members.

Article XI

Proxies

Section 1. At all Association meetings of members, each member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the member of his unit ownership estate in the property.

Article XII

Corporate Seal

Section 1. The Association shall have a seal in circular form having within its circumference the words: Lakeridge Manor Association, Inc.

Article XIII

Miscellany

Section 1. No owners' or tenants' vehicles are permitted to park in the front, east or west parking lots as these are reserved for guests only. Any owner or tenant vehicles parking in these

lots will be towed away with the owner or tenant responsible for towing and storage costs. No boats, trailers, campers, etc. are allowed outside the owners' or tenants' garage.

No owners, owner's relatives or friends or tenant's vehicles, boats, trailers, campers, etc., will be parked in any of the visitors' parking lots for sale or for an extended period of time unless pre-approved by the Board of Directors. Any unit violating these restrictions will be assessed a \$25.00 per day fee. At the end of each month, a notification will be sent to the unit owner for payment of these fees. If the fees are not paid within ten (10) days of the notification, a lien will be filed against said unit. Any owner or tenant vehicles parked in these lots may also be towed at owner's expense.

All unit owners will have the exclusive right to the parking area directly behind their unit (south side) at the curb.

Section 2. Home occupation regulations (Chapter 59-6400.2C of the Oklahoma City Zoning Code):

Lakeridge Manor is classified "R-4," higher density residential district.

Home occupations shall be permitted subject to the following conditions:

(a) It shall be the home occupation or professional office of one who lives in the main building.

(b) No person shall be employed who is not a member of the immediate family living on the premises.

(c) No signs for home occupations are allowed.

(d) The home shall not be altered to attract business.

(e) No additional curb cuts shall be permitted, and no front yard area other than the driveway providing access to a garage shall be paved or otherwise altered or used for parking of vehicles.

(f) No business, such as a day care center or shop or store where chattels, goods, wares or merchandise are created, stored, exchanged or sold shall be conducted upon the premises.

(g) No material or equipment shall be stored outside the confines of the home.

(h) No mechanical equipment which creates a disturbance such as noise, dust, odor or electrical disturbance shall be used.

(i) Parking along curb (south side of back driveway) is for residents only.

Violators will be towed at owner's expense.

Section 3. All owners or tenants shall clean up after their pets.

Section 4. The area behind all units (garage apron) must be kept free of all clutter (empty boxes, trash, etc.). No trash and/or other debris will be placed at the 63rd Street curb. No homeowner shall place or leave any type of debris (leaves, garden clippings, etc.) on any common area (sidewalks, lawns, parking areas, planting beds, etc.).

Section 5. No political signs shall be placed on the common areas.

Section 6. There shall be only one garage sale per unit per year.

Section 7. If any addition to the exterior of a unit prohibits the completion or adds to the expense of a project (roofing, painting, etc.), the extra expense shall be borne by the unit owner.

Article XIV

Amendments

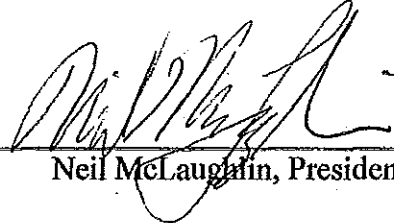
Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, provided that those provisions of these By-Laws which are governed by the Articles of Incorporation of this Association or applicable law may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein

to be or which is in fact governed by the recorded Declaration of Covenants and Restrictions applicable to the property may not be amended except as provided in such Declaration of Covenants and Restrictions.

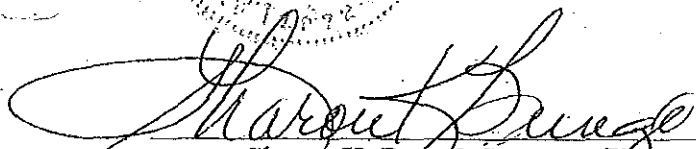
Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the recorded Declaration of Covenants and Restrictions applicable to the property and these By-Laws, the recorded Declaration of Covenants and Restrictions shall control.

In Witness Whereof, we, being all of the Directors of Lakeridge Manor Association, Inc., have hereunto set our hands this 14th day of June 2005.





Neil McLaughlin, President



Sharon K. Bunge, Secretary/Treasurer



Jane D. White, Vice President



Amos F. McClure, Member



Donna L. Law, Member

Declaration of Covenants and Restrictions for Lakeridge Manor Association, Inc.

THIS DECLARATION, Made this 14th day of June 2005, by Lakeridge Manor Association, Inc., hereinafter called "Declarant;"

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Oklahoma City, Oklahoma, as described in Article II of this Declaration, and desires to create thereon a unit ownership estate and residential community under the Unit Ownership Estate Act of the State of Oklahoma, with permanent lawns, gardens, open spaces, and other common facilities for the benefit of the community; said project and community to be known as "Lakeridge Manor;" and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said lawns, gardens, open spaces, and other common facilities; and, to this end, desires to subject the real property described in Article II to the covenants, restrictions, easements, charges, and liens hereinafter set forth each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community; to create an agency to which should be delegated and assigned the powers of maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, there has been incorporated under the laws of the State of Oklahoma, as a non-profit corporation, LAKERIDGE MANOR ASSOCIATION, INC., for the purpose of exercising the functions aforesaid, a true copy of the By-Laws of said corporation being annexed hereto,

NOW, THEREFORE, LAKERIDGE MANOR ASSOCIATION, INC., declares that the real property described in Article II is and shall be held, transferred, sold, conveyed, and

occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, and to the Unit Ownership Estate Act of the State of Oklahoma.

Article I

Definitions

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

(a) "Association" shall mean and refer to the LAKERIDGE MANOR ASSOCIATION, INC., a non-profit corporation;

(b) "Unit" means an enclosed space bounded by the interior finished surfaces of the ceilings, floors, and perimeter walls of the rooms occupying and comprising living quarters for a single family residence, having a direct exit to a given common space, together with adjoining courtyard area, where applicable, as shown on plans attached hereto;

(c) "Unit Designation" means the street address identifying and designating each unit in the building;

(d) "Building" means the multi-unit residential structure located on and comprising a part of the property described in Article II hereof;

(e) "Unit Owner" or "Owner" means a person or persons owning a unit;

(f) "Person" means an individual, corporation, partnership, association, trust or other legal entity or any combination thereof;

(g) "Unit Ownership Estate" means the ownership of a single unit in a multi-unit building, together with an undivided interest in the common elements;

(h) "Common Elements," "Common Areas," and "Common Space" mean and include the following general common elements:

- (1) The land on which the building stands and such other land and utilities thereon and thereunder, as described in Article II hereof;
- (2) The foundations, columns, girders, beams, supports, main walls, roofs, and entrances and exits of buildings;
- (3) The yards, gardens, and parking areas, not designated in the attached plans as part of a unit;
- (4) Installations of central services such as security lights and water for sprinkler system;
- (5) All other elements of the property necessary or convenient to its existence, maintenance, and safety, or normally in common use and not included within the units as herein defined.

Article II

Property Subject to This Declaration

Section 1. Description of Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the City of Oklahoma City, Oklahoma County, State of Oklahoma, and is more particularly described as follows:

All of Lots 1, 2, 3, and 4 in Block One (1), CLARK'S LAKERIDGE ADDITION to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof,

herein sometimes referred to as the "Property."

Section 2. Description of Building. The residential building thereon consists of three (3) stories and twenty-two (22) dwelling units and is constructed principally of steel, concrete, and masonry.

Section 3. Description of Units. The unit designation of each units, its location, approximate area, number of rooms, and immediate common area to which it has access, are shown on the plan of said building, as built, attached hereto, and further described as follows:

Unit No.	Street Address No.	Square Footage	Total Rooms	Bedrooms
1	4312	2,180	9	4
2	4314	1,880	8	3
3	4316	1,880	8	3
4	4318	1,880	8	3
5	4320	2,240	9	4
6	4322	1,880	8	3
7	4324	1,880	8	3
8	4326	2,240	9	4
9	4328	2,180	9	4
10	4330	2,240	9	4
11	4332	1,880	8	3
12	4334	2,240	9	4
13	4336	1,880	8	3
14	4338	1,880	8	3
15	4340	2,180	9	4
16	4342	1,880	8	3
17	4344	2,240	9	4
18	4346	2,180	9	4
19	4348	1,880	8	3
20	4350	2,240	9	4
21	4352	1,180	8	3
22	4354	2,180	9	4

Units are designated consecutively from No. 1 on the east end of the building to No. 22 on the west end of the building. Each unit includes hallways, closets, a courtyard, and a double garage. Each unit contains approximately 126 square feet of closet storage space plus a laundry closet. All units have direct access to the front of the building and to the rear.

Section 4. Ownership of Common Elements. The common elements as hereinabove defined and described shall be owned by the unit owners in the proportion of 4.545 percent for each of the 22 units.

Section 5. Use of Common Elements. Each unit owner may use the common elements in accordance with the purposes for which they are intended, without hindering or encroaching upon the lawful rights of the other unit owners.

Article III

Service Agent

The person to receive service of process in any action relating to the property as authorized by law shall be Sharon K. Bungé, 4346 N. W. 63rd, Oklahoma City, Oklahoma 73116-1505, or such other person or address as may be hereafter designated as the Registered Agent of LAKERIDGE MANOR ASSOCIATION, INC., according to the records of the Secretary of State of the State of Oklahoma.

The principal office and the resident agent of the corporation may be changed by the Board of Directors.

Article IV

Covenant for Maintenance Assessments

Section 1. Establishment of Assessments. The Declarant, for each unit owned by him within said property, hereby covenants, and each purchaser of any unit, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

- (1) annual assessments or charges; and
- (2) special assessments for capital improvements;

such assessments to be fixed, established, and collected from time to time as hereinafter provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in LAKERIDGE MANOR, and in particular, for the improvement and maintenance of properties, services, and facilities devoted to this purpose and directly related to the use and enjoyment of the common elements of the units situated upon said property, including, but not limited to, the payment of insurance thereon, repairs, replacements, and additions thereto, for the cost of labor, equipment, materials, management and supervision thereof, and utility services for the common elements.

Section 3. Annual Assessments. The annual assessment may be increased or decreased by a majority vote of the owners. The increase will be in effect for one (1) year and will be voted on at each annual meeting of the Association either to remain at the same amount or be increased or decreased. The Board of Directors of the Association may, after consideration of current costs and future needs of the Association, fix the annual assessment for any year at a lesser amount.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common elements related thereto, provided that any such assessment shall have the assent of the same number of owners and in the same manner as provided in Section 5 herein below.

Section 5. Change in Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum amounts of the assessments fixed by Section 3 hereof prospectively for any such period, provided that any such change shall have the assent of the owners of at least two-thirds of the aggregate interest in the common elements as established hereby, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance, and shall set forth the purpose of the meeting.

Section 6. Effective Date of Annual Assessments: Due Dates. The annual assessments provided for therein shall become effective on the first day of May of each year hereafter, and shall be due and payable in twelve (12) equal monthly installments, in advance, on the first day of each month. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the amount of the assessment against each unit ownership estate for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the unit designations and assessments applicable thereto which shall be kept by the Secretary or Secretary/Treasurer and shall be open to inspection of any owner. Written notice of the assessment shall thereupon be sent out to every owner subject thereto.

The Association shall, upon demand at any time, furnish to any owner liable for said assessment, a certificate in writing signed by any officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid

on the date when due (being the dates specified in Section 6 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien on the unit ownership estate which shall bind such estate in the hands of the then owner, his heirs, personal representatives, successors, and assigns.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 10 percent per annum; and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment and interest, the cost of collecting same, including a reasonable attorney's fee.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the unit ownership estates subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of such unit ownership estate pursuant to a decree of foreclosure of any such mortgage. Such sale shall not relieve such unit ownership estate from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Article V

General Provisions

Section 1. Covenants to Run with Land. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by LAKERIDGE MANOR ASSOCIATION, INC., or the owner of any unit subject to this Declaration, his legal representatives, heirs, successors, and assigns for a term of thirty (30) years from the date this declaration is recorded, unless otherwise changed by the unanimous

consent of the unit owners and all lien holders. After said thirty (30)-year period, said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of a majority of the aggregate interest in the common elements as established hereby has been recorded agreeing to change said covenants and restrictions in whole or in part, provided however, that no such agreement to change shall be effective unless made and recorded three (3) months in advance of the effective date of such change.

Section 2. Occupancy Limited to Single Family Residences. Each unit shall be used and occupied as a single family residence only and for no other purpose. No unit may be subdivided into more than a single dwelling unit.

Section 3. Designation of Parking Facilities. The Board of Directors of the Association shall designate and assign, at least once each year, parking spaces for the use of the unit owners, with a minimum of one parking space for each unit.

Section 4. Additions or Alterations. No additions or alterations to the exterior of the building situated upon the real property described herein, nor changes in fences, walls, structures, balconies or other common elements shall be commenced, erected or maintained without prior written approval of the owners, as provided in the By-Laws of the Association.

Section 5. Maintenance and Repair by Owners.

(a) No unit owner shall do any work which would jeopardize the soundness or safety of the property or impair any easement or hereditament without in every case, the unanimous consent of all the other unit owners affected being first obtained;

(b) Every owner must perform promptly all maintenance and repair work within his own unit, courtyard, and balcony (open or enclosed), which, if omitted, would affect

the building in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender;

(c) All repairs of internal installations within the unit, such as water service lines, gas, electricity, sewage, telephone, fixtures, and appliances shall be at the owner's expense;

(d) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common element or facility damaged through his fault.

Section 6. Maintenance and Repair of Common Elements. The necessary work of maintenance and repair of the common elements and the making of any additions or improvements thereto shall be carried out only as provided in the By-Laws of the Association.

Section 7. Insurance. The Association shall obtain insurance for the building, including all units, and all other improvements and personal property of the Association on the property, against loss or damage by fire and other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard and shall obtain a broad form of public liability policy covering all common elements. Premiums of such insurance shall be a common expense. Such insurance coverage shall be written in the name of the Association as Trustee for each of the owners in the same proportions as their undivided interests in the common elements. Nothing contained herein shall prejudice the right of each owner to insure his own unit for his benefit.

Section 8. Reciprocal Easements. In the event any portion of any unit or of the common elements encroaches upon any other unit or units or common elements, as same are originally constructed, whether by settlement or shifting of the building or otherwise, a valid easement for the maintenance of such encroachment shall continue for as long as same exists.

Section 9. Pets. No owner or occupant of any unit may keep any animal as a pet therein or elsewhere on the property except one cat, dog or bird; provided, further, however,

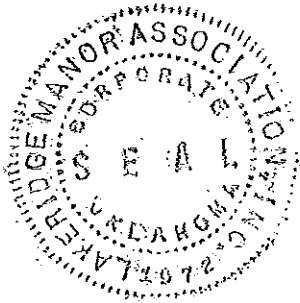
that if, in the opinion of the Board of Directors of the Association, any such animal is disturbing to or interferes with the peace, comfort, safety or enjoyment of any unit owner, same shall be removed from the property upon ten (10) days' written notice from said Association to said owner or occupant.

Section 10. Right of Entry. Declarant hereby grants the right of entry to the authorized representatives of the Association to enter any unit at any reasonable time or times when the owner is present for the purpose of performing installations, alterations or repairs to the mechanical, electrical or plumbing services or to structural parts of the building or to visually inspect internal damage caused by external forces. In the event of an emergency threatening damage to other units, such right of entry shall exist whether or not the owner is present.

Section 11. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages and against the unit ownership estate to enforce any lien created by these covenants and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 12. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect. In the event any provision hereof should be judicially determined to be otherwise unlawful or void as violating the rule against perpetuities, then such provision shall continue only for the period prescribed by said rule.

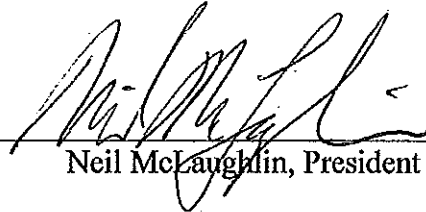
IN WITNESS WHEREOF, the undersigned has executed these presents the day
and year first above written.



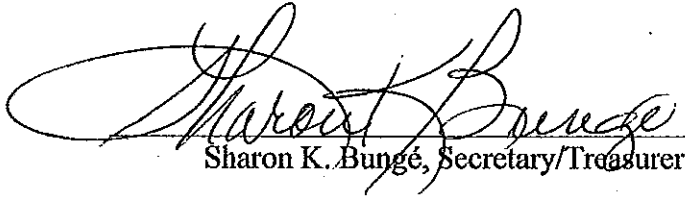
DECLARANT:

LAKERIDGE MANOR ASSOCIATION, INC.

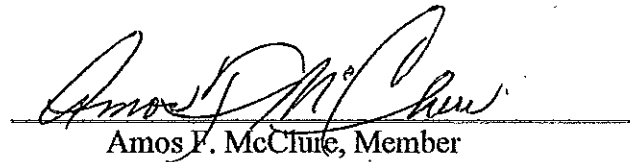
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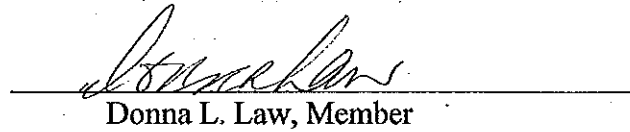

Neil McLaughlin, President

ATTEST:


Sharon K. Bunge, Secretary/Treasurer


Jane D. White, Vice President


Amos F. McClure, Member


Donna L. Law, Member