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ARTICLES OF ASSOCIATION
CASCADE ESTATES SECTION 2 HOMEOWNERS' ASSOCIATION,
A PLANNED UNIT DEVELOPMENT

In compliance with the requirements of Title 60 Okla. Stat. Ann., Section 852.B, the undersigned, being the record owners as of the date hereof of all of those certain residential building lots and common areas depicted on the official plats for Cascade Estates Section 2, more particularly described on Exhibit "A" attached hereto and made a part hereof, have this date formed an unincorporated homeowners association, pursuant to the above-cited Statute and in pursuance thereof do hereby certify:

ARTICLE I

The name of the Association is CASCADE ESTATES SECTION 2 HOMEOWNERS' ASSOCIATION, A Planned Unit Development, an unincorporated association (hereinafter called the "Association").

ARTICLE II

The principal office of the Association is located at 4300 Brookfield Dr., Norman, Oklahoma 73072, Cleveland County, Oklahoma.

ARTICLE III

Mickey L. Clagg, whose address is 4300 Brookfield Dr., Norman, Cleveland County, Oklahoma, is hereby appointed the registered service agent of the Association.

ARTICLE IV

The terms "Association", "Common Area", "Declarant", "Lots", "Owner", and "Property" as used in these Articles of Association shall have the meanings set forth in the Declaration of Covenants and Restrictions for Cascade Estates Section 2 Addition relating to the Cascade Estates Section 2 Homeowners' Association dated October 8, 1999, and recorded in Book 3106, at Page 1392-1415 in the office of the County Clerk of Cleveland County, Oklahoma (the "Declaration").

1392-1415
Cascade Dev. LLC
4300 Brookfield Dr
Norman, OK 73072

ARTICLE V

The Association shall not operate for pecuniary gain or profit, shall not issue capital stock, and no part of the net earnings of the Association shall inure to the benefit of any member or individual (except that reasonable compensation may be paid for services rendered), and the specific purposes for which it is formed are to provide for: (i) the use, improvement, maintenance, operation and repair of the Common Areas located in the Property, including any improvements and amenities located thereon; (ii) the establishment of rules and regulations for the use of the Common Areas including any improvements and amenities located thereon; (iii) the distribution among the Owners of the Property of the costs of the use, improvement, maintenance and repair of the Common Areas, including any improvements and amenities located thereon; and (iv) the promotion of the health, safety, pleasure, recreation and welfare of the residents of the Lots within the Property. In furtherance of these purposes, the Association (by action of its Directors unless otherwise noted in these Articles of Association or in the Declaration) shall have full power to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration as the same may be amended from time to time as therein provided, the Declaration being incorporated herein by reference as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the affairs of the Association, including all licenses, taxes or governmental charges levied or imposed against the property by the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association, subject, however, to the requirements of the Declaration;

(d) borrow money and, with the assent of ninety percent (90%) of the votes of each class of members of the Association, mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility subject, however, to the requirements of the Declaration and to such conditions as may be agreed to by the members; and

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional property and open space, provided that, except as otherwise provided in the Declaration, any such merger, consolidation or annexation shall have the assent of ninety percent (90%) of the votes of each class of the members; and

(g) have and to exercise any and all powers, rights and privileges which an unincorporated association organized under the Corporation Law of the State of Oklahoma by law may now or hereafter have or exercise.

ARTICLE VI

Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

ARTICLE VII

The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners with the exception of Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members; but, for purposes of a quorum they shall be treated as a single member. The votes for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: Class B Member(s) shall be Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A Membership equal or exceed the total votes outstanding the Class B Membership; or

(b) on the twentieth (20th) anniversary of the date of the Declaration.

provided, however, the Class B Membership shall be revived (and Declarant shall again be entitled to three [3] votes for each Lot owned by Declarant) during any periods of time occurring before the twentieth (20th) anniversary of the date of the Declaration, when by reason of the annexation of additional land as a part of the Property additional Lots owned by Declarant exist which, when added to the other Lots then owned by Declarant, would result in Declarant having more than 50% of the votes of the Association were Declarant to have three (3) votes for each lot owned by Declarant instead of only a single vote for each Lot owned by Declarant.

ARTICLE VIII

The affairs of this Association will be managed by a Board of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

Ben E. Newcomer, 4300 Brookfield Dr., Norman, Oklahoma 73072

Mickey L. Clagg, 4300 Brookfield Dr., Norman, Oklahoma 73072

Debbie Clagg, 4300 Brookfield Dr., Norman, Oklahoma 73072

These Directors (herein called "Charter Directors") shall serve until the first annual meeting of the members at which their successors are elected. In the event of death or resignation of a Charter Director during his term of office, the remaining Charter Directors shall elect a successor Charter Director to fill the unexpired term of such Charter Director.

ARTICLE IX

The Association may be dissolved with the assent given in writing and signed by the holders of not less than ninety percent (90%) of the votes of each class of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that acceptance of such a dedication is

refused, the assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

ARTICLE X

The Association shall exist perpetually.

ARTICLE XI

Amendment of these Articles shall require the assent of the holders of ninety percent (90%) of the votes of each class of members present in person or by proxy at the meeting at which the vote is taken. Anything set forth above in this Article XI to the contrary notwithstanding, Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of these Articles of Association all as from time to time amended or supplemented. This unilateral right, power and authority of the Company may be exercised if and only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the Property or any part thereof or any Lots thereon for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successor agencies thereto approve the Property or any part thereof or any Lot therein for federally approved mortgage financing purposes, any amendments to these Articles made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Oklahoma, the undersigned, Ben E. Newcomer, being the authorized and duly appointed Manager of the Declarant, Cascade Development, L.L.C., whose post office address is 4300 Brookfield Dr., Norman, Cleveland County, Oklahoma 73072, has executed these Articles of Association this 11th day of October, 1999, for the purpose of creating this Association.

"DECLARANT"

CASCADE DEVELOPMENT, L.L.C.

By Ben E. Newcomer

BEN E. NEWCOMER, Manager

"LOT OWNERS"

CASCADE DEVELOPMENT, L.L.C.

By _____
BEN E. NEWCOMER, Manager

STATE OF OKLAHOMA)
) SS:
COUNTY OF CLEVELAND)

Before me, the undersigned, a Notary Public in and for said County and State on this 11 day of October, 1999, personally appeared BEN E. NEWCOMER, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such limited liability company, for the uses and purposes therein set forth.

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

_____
Notary Public

My Commission Expires:

11-25-2001

NOTARY PUBLIC in and for State of Oklahoma
OFFICIAL SEAL
Michelle A. Caldwell
Cleveland County
Commission Expires Nov. 25, 2001

STATE OF OKLAHOMA)
) SS:
COUNTY OF CLEVELAND)

Before me, the undersigned, a Notary Public in and for said County and State on this 11th day of October, 1999, personally appeared BEN E. NEWCOMER, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such limited liability company, for the uses and purposes therein set forth.

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

Michelle A. Caldwell
Notary Public

My Commission Expires:

11-25-2001

NOTARY PUBLIC in and for State of Oklahoma
OFFICIAL SEAL
Michelle A. Caldwell
Cleveland County
Commission Expires Nov. 25, 2001

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EXHIBIT "A"

CASCADE ESTATES SECTION 2

Being a part of the NE/4, Section 15, Township 9 North, Range 3 West I.M., Norman, Cleveland County, Oklahoma, and being more particularly described as follows;

Commencing at the NE corner of said NE/4; Thence South 00°28'35" East along the East line of said NE/4 a distance of 1518.94 feet; Thence South 89°31'25" West a distance of 50.00 feet to a point on the West right-of-way line of 36th Avenue N.W.; Thence North 45°28'35" West a distance of 35.36 feet to a point on the South right-of-way line of Cascade Blvd.; Thence South 89°31'25" West a distance of 1029.44 feet to a point of curvature; Thence around a curve to the left having a radius of 841.40 feet (said curve subtended by a chord which bears South 79°45'26" West a distance of 285.49 feet) and an arc distance of 286.88 feet; Thence South 69°59'23" West a distance of 167.49 feet; Thence South 27°50'43" West a distance of 37.07 feet to the Point of Beginning.

Thence South 13°32'18" East a distance of 56.71 feet to a point of curvature; Thence around a curve to the right having a radius of 280.00 feet (said curve subtended by a chord which bears South 01°29'34" West a distance of 145.23 feet) and an arc distance of 146.91 feet; Thence South 16°31'26" West a distance of 301.22 feet to a point of curvature; Thence around a curve to the left having a radius of 345.00 feet (said curve subtended by a chord which bears South 13°00'44" West a distance of 42.26 feet) and an arc distance of 42.29 feet; Thence North 80°29'58" West a distance of 80.07 feet; Thence North 00°54'36" East a distance of 56.47 feet; Thence North 14°39'03" West a distance of 65.12 feet; Thence North 75°07'29" East a distance of 47.79 feet; Thence North 16°31'26" East a distance of 90.00 feet; Thence North 73°28'34" West a distance of 57.71 feet to a point of curvature; Thence around a curve to the right having a radius of 275.00 feet (said curve subtended by a chord which bears North 63°38'43" West a distance of 93.91 feet) and an arc distance of 94.37 feet; Thence South 87°42'04" West a distance of 37.68 feet; Thence North 43°23'18" West a distance of 50.00 feet; Thence North 05°31'20" East a distance of 37.68 feet to a point on a curve; Thence around a curve to the right having a radius of 275.00 feet (said curve subtended by a chord which bears North 28°36'35" West a distance of 41.74 feet) and an arc distance of 41.78 feet; Thence North 24°15'28" West a distance of 31.24 feet; Thence South 65°44'32" West a distance of 110.00 feet; Thence North 24°15'28" West a distance of 69.91 feet to a point of curvature; Thence around a curve to the left having a radius of 165.00 feet (said curve subtended by a chord which bears South 69°16'31" West a distance of 329.37 feet)

and an arc distance of 498.01 feet; Thence South 17°11'30" East a distance of 177.17 feet; Thence South 87°22'01" West a distance of 122.45 feet to a point on a curve; Thence around a curve to the right having a radius of 275.00 feet (said curve subtended by a chord which bears South 05°47'48" West a distance of 80.63 feet) and an arc distance of 80.92 feet; Thence South 29°20'37" East a distance of 35.43 feet; Thence South 15°46'16" West a distance of 50.00 feet; Thence South 60°37'58" West a distance of 35.44 feet; Thence North 74°13'44" West a distance of 50.00 feet; Thence North 15°46'16" East a distance of 6.21 feet; Thence North 14°43'51" West a distance of 8.59 feet; Thence North 74°13'44" West a distance of 131.96 feet to a point on the West line of said NE/4; Thence North 00°24'46" West, and along said West line, a distance of 747.84 feet; Thence North 89°35'14" East a distance of 284.48 feet; Thence North 79°52'42" East a distance of 77.06 feet; Thence North 83°56'30" East a distance of 75.94 feet; Thence South 86°02'34" East a distance of 75.94 feet; Thence North 09°09'49" East a distance of 29.17 feet; Thence South 68°44'51" East a distance of 116.98 feet; Thence South 73°55'55" East a distance of 64.11 feet; Thence South 87°16'51" East a distance of 92.45 feet; Thence North 79°22'14" East a distance of 75.37 feet; Thence North 15°16'54" West a distance of 120.74 feet to a point on a curve; Thence around a curve to the left having a radius of 265.00 feet (said curve subtended by a chord which bears North 71°58'38" East a distance of 25.60 feet) and an arc distance of 25.61 feet; Thence South 65°46'20" East a distance of 35.38 feet to a point on the right-of-way line of Astor Drive; Thence South 20°48'17" East a distance of 283.61 feet to a point of curvature; Thence around a curve to the right having a radius of 946.12 feet (said curve subtended by a chord which bears South 17°09'09" East a distance of 121.04 feet) and an arc distance of 121.12 feet; Thence North 74°46'13" East a distance of 60.03 feet to the Point of Beginning.

Containing 12.37 acres, more or less.