Doc#:R 1999 45996
Bk&Pg:RB 3106 1392-1415
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CASCADE ESTATES SECTION 2, A PLANNED UNIT DEVELOPMENT

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THIS DECLARATION is dated October 8, 1999, by CASCADE DEVELOPMENT, L.L.C., an Oklahoma Limited Liability Company, having a mailing address at 4300 Brookfield Dr., Norman, Oklahoma 73072 (the "Declarant").

RECITALS

A. Declarant owns a tract of land being approximately 12.37 acres, more or less, located in Cleveland County, Oklahoma. The tract (hereinafter called the "Property") consists of all of the land described on Exhibit "A" attached hereto and made a part hereof and shown on the subdivision plat entitled "Cascade Estates Section 2," recorded in Plat Book , at Page , in the office of the County Clerk of Cleveland County, Oklahoma.

B. Declarant desires to subject the Property, and the lots located therein (the "Lots"), to the covenants, conditions and restrictions set forth below which are for the purpose of protecting the value and desirability of the Property and the Lots, and are for the purpose of distributing among the Lot Owners the cost of maintaining and operating the Common Areas located within said Cascade Estates, and any improvements constructed thereon.

C. Declarant hereby declares that the Property shall be held, sold and conveyed subject to the covenants, conditions and restrictions set forth below.

ARTICLE I
DEFINITIONS

(a) "Articles" shall mean the duly adopted Articles of Association for Cascade Estates Section 2 Homeowners Association as filed hereinafter with the office of the County Clerk for Cleveland County, Oklahoma, pursuant to 60 O.S. §§850-856, as the same may be amended from time to time.

(b) "Association" means the Cascade Estates Section 2 Homeowners Association.

(c) "Bylaws" shall mean the duly adopted Bylaws of the Association, as the same may be amended, changed or modified from time to time.

(d) "Board of Directors" or "Board" shall mean the Board of Directors of the Association as selected pursuant to the provisions of the Bylaws.

(e) "Common Area" means those areas of land, designated on the recorded subdivision plats of all sections of Cascade Estates as "open space," including, but not limited to, the open frontage along Tecumseh Road and 36th Ave., N.W. and the Detention Pond, intended to be owned by the Association and devoted to the common use and enjoyment of the owners of the Lots.

(f) "Common Expenses" shall mean the following:

(i) Expenses of administration, maintenance, repair or replacement of the Common Areas to the extent such expenses are to be borne by the Association under the terms of this Declaration.

(ii) Expenses agreed upon as common by all Lot Owners acting through the Association; and

(iii) Expenses declared common by the provisions of the Declaration or by the Bylaws in force as of the date hereof or as they may later be amended.

(g) "Declarant" means Cascade Development L.L.C., an Oklahoma Limited Liability Company, and Declarant's successors and assigns.

(h) "Declaration" means this instrument, by which the Property is submitted to the provisions of 60 O.S §§850-856, together with such amendments to this instrument as may hereafter from time to time be lawfully made.

(i) "Lot Owner" or "Owner" means the person, or legal entity, or the combination thereof, including contract sellers, holding the record fee simple or perpetually renewable leasehold title to a Lot in the Property, as the Lot is now or may from time to time hereafter be created or established. If more than one person, or other legal entity or any combination thereof, holds the record title to any Lot, all of them shall be deemed a single record owner and shall be a single member of the Association by virtue of their ownership of the Lot. The term "Lot Owner" or "Owner," shall not mean

any contract purchaser, nor shall it include any mortgagee or other person or legal entity holding an interest in a Lot as security for the performance of an obligation.

(j) "Majority of Lot Owners" means the owners of more than fifty percent (50%) of the Lots. Any specified percentage of Lot Owners means such percentage in the aggregate of such ownership of Lots.

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

(l) "Property" means all of the land described on Exhibit "A" attached hereto, being the same parcel of real property shown on the "Plat of Cascade Estates Section 2" more particularly referred to in paragraph A of the Recitals to this Declaration and such additional land as may be subjected to this Declaration under the provisions of Article II below.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

2.1 Declarant hereby declares that all the Property is held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations, covenants, conditions, restrictions, reservations, liens and charges, all of which are hereby declared and established and agreed to be in furtherance of a general plan and scheme for the sale of Lots, pursuant to the provisions of 60 O.S. §§850-856, and all of which are declared and established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. All of said limitations, covenants, conditions, reservations, liens, charges, and restrictions are hereby established and imposed upon the Property for the benefit thereof and for the benefit of each and every individual Lot comprising a part thereof and of each ownership of one or more Lots, now or in the future, and the owners of any interest of any kind or character in Lots, the Property, or any portion thereof.

All of said limitations, liens, covenants, conditions, reservations, charges, and restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in any Lot, the Property or any part thereof, whether as sole owner, joint owner,

lessee, tenant, occupant, successor, trustee, assigns or otherwise.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1

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

SECTION 2

3.2. The Association shall have two classes of voting membership:

3.2.1 Class A. Except for Declarant (which shall initially be a Class B member), the Class A members shall be all of the Owners of the Lots. Each Class A member shall be entitled to one (1) vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

3.2.2 Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes per Lot for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

3.2.3 The vote of any Class A member comprised of two or more persons, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Amended Articles of Association of the Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one vote per Lot for each Lot owned by them.

3.2.4 The Class B membership in the Association shall cease and be converted to Class A membership in the Association on the twentieth (20th) anniversary of the date of this Declaration or at such earlier time as the total number of votes entitled to be cast by Class A members of the Association equals or exceeds the total number of votes entitled to be cast by the Class B member of the Association.

ARTICLE IV

COMMON AREAS

SECTION 1

4.1.1 Declarant shall grant and convey to the Association, and the latter shall take and accept from the Declarant, the Common Areas shown on the subdivision plat which is subject to this Declaration, not later than the date the first Lot shown on the subdivision plat which is improved by a dwelling is conveyed to an Owner. At the time of the conveyance the Common Areas shall be free of any mortgages, judgment liens or similar liens or encumbrances.

4.1.2 The Association shall hold the Common Areas conveyed to it subject to the following:

(a) The reservation to Declarant, of the beds, in fee, of all streets, avenues and public highways shown on the subdivision plat which includes the Common Area so conveyed.

(b) The reservation to Declarant, of the right to lay, install, construct and maintain, on, over, under or in those strips across land designated on the subdivision plat, as "Drainage and Utility Easement," "Sewer Easement," Drainage and Sewer Easement," "Open Space," and "Area Reserved for Future Road," or otherwise designated as an easement area, or on, over, under, or in any portion of any Common Area, pipes, drains, mains, conduits, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot now or hereafter laid out or established on the Property, or the area in which the same is located, together with the right and privilege of entering upon any Common Area for such purposes and making openings and excavations therein.

(c) The reservation to Declarant of the right to enter upon any Common Area conveyed to the Association for the purpose of construction or completing the construction of improvements and the landscaping of the Common Area.

(d) The reservation to Declarant of the right to continue to use and maintain the Detention Pond and any sediment control ponds or facilities located on any Common Area conveyed to the Association.

SECTION 2

4.2.1 The Common Areas conveyed to the Association shall be deemed property and facilities for the use, benefit and enjoyment, in common, of each Owner. Except as otherwise permitted by the provisions of this Declaration, no structure or improvement of any kind shall be erected, placed or maintained on any Common Area except: (i) structures or improvements designed exclusively for community use, including, without limiting the generality of the foregoing, shelters, benches, chairs or other seating facilities, fences and walls, walkways, roadways, playground equipment, swimming pools and tennis courts, and (ii) drainage, storm water and utility systems and structures. The Common Areas may be graded, and trees, shrubs or other plants may be placed and maintained thereon for the use, comfort and enjoyment of the Owners, or the establishment, retention or preservation of the natural growth or topography of the Common Areas, or for aesthetic reasons.

4.2.2 No portion of any Common Area may be used exclusively by any Owner for personal gardens, storage facilities or other private uses without the prior written approval of the Association.

SECTION 3

4.3.1 No noxious or offensive activity shall be carried on upon any Lot or any Common Area nor shall anything be done thereon which will become an annoyance or nuisance to the neighborhood.

4.3.2 No drilling or puncturing the surface for oil, gas or other minerals or hydrocarbons on the Property (including any Lot or any Common Area) shall be permitted.

4.3.3 The storage of trash, ashes or other refuse except in normal receptacles is prohibited. Weeds, underbrush or other unsightly growths shall not be permitted to grow or remain on any Lot or any Common Area.

SECTION 4

4.4.1 The Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Common Areas as from time to time

improved, together with any items of personal property placed or installed thereon, all at its own cost and expense.

4.4.2 The Lot Owners and each of them, together with all parties bound by this Declaration, covenant and agree that the administration of the Common Areas shall be in accordance with the provisions of this Declaration, the Articles, the Bylaws, and such rules and regulations as may be adopted by the Board, and the amendments, changes and modifications thereto as may come into effect from time to time. In the event of any inconsistency between the provisions of this Declaration and the provisions of the Articles, the Bylaws, or rules and regulations, the provisions of this Declaration shall prevail.

4.4.3 The Association shall have the following powers and duties:

(a) The Association shall acquire and pay out of the assessments levied and collected in accordance herewith, for all development, maintenance, gardening service, refuse collection, utility bills, and other necessary expenditures relating to the Common Areas.

(b) Except as otherwise provided herein, the Association shall maintain or cause the Common Areas and the landscaping, improvements, facilities, and structures thereof to be maintained and kept in a good state of repair, and acquire for the Association and pay from assessments for such services, equipment, maintenance, and repair as it may determine are necessary in order to keep and at all times maintain the Common Areas and the landscaping, improvements, and facilities thereon in a good and sanitary state of condition and repair.

(c) Except as to the taxes, levies or assessments levied separately against an individual Lot and/or the Owner thereof, the Association shall pay all taxes, real and personal, and assessments, bonds and levies which are or would become a lien on the Common Areas.

(d) The Association, at any time, and from time to time, may establish, in accordance with the Bylaws, such uniform rules and regulations as the Association may deem reasonable in connection with the use, occupancy and maintenance of the Common Areas by Lot Owners, their guests, invitees and licensees, and the conduct of such persons with respect to vehicles, parking, bicycle use, use and parking of trucks and vans, facilities constructed on the Common Areas

and other activities which, if not so regulated, might detract from the appearance of the Common Areas or be offensive to or cause inconvenience, noise or damage to persons residing in the Property or visiting the Common Areas. The Association shall send a copy of such rules and regulations, together with amendments and additions thereto, to each Lot Owner upon receiving written notice of his status as an Owner.

(e) The Association may contract for a security service, and cause such service to be maintained as a common expense, provided that the decision to provide for a security service be at the sole option and discretion of the Association and the Association shall have no obligation to provide such a system.

SECTION 5

4.5.1 The Board shall keep or cause to be kept records with detailed accounts of the receipts and expenditures affecting the Common Areas, and its administration and specifying the maintenance and repair expenses of the Common Areas and any other expenses incurred by or on behalf of the Association. The records so kept shall be available for inspection at convenient hours on working days by all Owners and mortgagees, and representatives of the Federal Housing Administration and Veterans Administration.

4.5.2 All records shall be kept in accordance with generally accepted accounting principles. Owners and mortgagees shall be entitled to receive, upon request, a current financial statement of the Association.

SECTION 6

4.6.1 The right of each Owner to use the Common Areas shall be subject to the terms, conditions, and provisions as set forth in this Declaration and, to any rule or regulation now or hereafter adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas. All such terms, conditions, provisions, rules and regulations shall inure to the benefit of and be enforceable by the Association and Declarant, or either of them, their respective successors and assigns, against any Owner, or any other person, violating or attempting to violate the same, either by an action at law for damages or a suit in equity to enjoin a breach or violation, or to enforce performance of any term, condition, provision, rule or regulation.

4.6.2 The Association and Declarant shall each have the right, summarily, to abate and remove any breach or violation by any Owner at the cost and expense of the Owner. Further, each Lot Owner shall be entitled to enforce the provisions of this Declaration to the extent authorized and permitted by 60 O.S. §856.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON AREAS

SECTION 1

5.1.1 Declarant shall hold, and hereafter grant and convey the Lots, subject to the covenants, conditions and restrictions herein set forth, which are imposed upon the Lots for the benefit of Declarant, the Association and the Owners, and their respective personal representatives, successors and assigns, to the end and intent that each Owner shall hold his Lot subject to the following provisions.

5.1.2 Each Owner, in common with all other Owners, shall have the right and privilege to use and enjoy the Common Areas of Cascade Estates for the purposes for which the same were designed. This right and privilege shall be appurtenant to and pass with the title to the Lot. The right to the use and enjoyment of all Common Areas shall be subject to: (i) the right of the Association to charge reasonable admission and other fees for use of facilities within the Common Areas; and (ii) the right of the Association to suspend the voting rights and rights to use the Common Areas by an Owner (a) for any period in which any assessment against his Lot remains unpaid, or (b) for a period not to exceed sixty (60) days for any infraction of published rules and regulations of the Association.

5.1.3 In furtherance of the foregoing, each Lot Owner shall have a non-exclusive easement of access to, use and enjoyment of, and ingress and egress through, the Common Areas, and such easements shall be appurtenant to and shall pass with the title to every Lot, subject to the following provision:

(a) Such easements shall be subject to the right conferred by this Declaration of the Board to establish uniform rules and regulations concerning the use of the Common Areas.

5.1.4 Any damage to any Common Areas which is caused by the negligent act or the willful misconduct of any Lot Owner may be repaired by the Association but, in such event, the Association shall be entitled to reimbursement from the Lot Owner responsible for such damage.

5.1.5 Subject to the provisions of Article II hereof each Unit Owner's undivided interest in the Common Areas shall have a permanent character. Such interest shall not be separated from the Lot to which it is appurtenant and shall be deemed to be conveyed or encumbered with the Lot even though such interest is not expressly mentioned or described in the deed or other instrument of conveyance. The Common Areas shall remain undivided and no Lot Owner or any other person shall bring any action for partition.

SECTION 2

5.2.1 Any Owner may delegate, in accordance with the Bylaws of the Association, his right to the use and enjoyment of the Common Areas, and any facilities thereon, to the members of his family, his tenants, or to contract purchasers who reside on his Lot.

5.2.2 Lot Owner may not waive or otherwise escape liability for the assessments provided for by this Declaration or otherwise duly and properly levied by the Board, by non-use of the Common Areas and the facilities thereon or any part thereof, or by abandonment of his Lot.

SECTION 3

5.3.1 Each Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Areas, as these rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas. Each Owner shall comply with the covenants, agreements and restrictions imposed by this Declaration on the use and enjoyment of the Common Areas.

5.3.2 Failure or refusal by an Owner after written notice to comply with any of the rules, regulations and restrictions 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 Board of Directors in the name of the Association on behalf of the Owner or, in a proper case, by an aggrieved Owner.

SECTION 4

5.4.1 The rights, privileges and easements of the Owners are at all times subject to the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Association.

5.4.2 No such dedication or transfer shall be effective unless approved by a two-thirds (2/3rds) vote of each class of members of the Association voting in person or by proxy at a meeting called for such purpose, and the same shall have been consented to by the agency, authority or utility accepting the dedication or transfer.

ARTICLE VI

COVENANT FOR ASSESSMENT

SECTION 1

6.1.1 Declarant, for each Lot owned by Declarant within the Property, hereby covenants, and each Owner, by acceptance of a deed hereafter conveying any such Lot to him, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association a pro rata share of (i) annual assessments or charges; and (ii) special assessments or charges for capital improvements, such annual and special assessments and charges to be established and collected as hereinafter provided.

6.1.2 The annual and special assessments or charges, together with interest at the rate of ten percent (10%) per annum accruing from their due date until payment is made, and the costs of collection thereof and reasonable attorney's fees, shall be a charge on, and continuing lien upon each Lot against which an assessment is made. Each assessment or charge, together with interest at the rate of ten percent (10%) per annum accruing as aforesaid, and costs and reasonable attorney's fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the Owner of the Lot. The personal obligation for any

delinquent assessment or charge, together with interest, costs and reasonable attorney's fees, however, shall not pass to the Owner's successors in title, unless expressly assumed by them.

6.1.3 The assessments and charges levied by the Association shall be used exclusively for promoting the recreation, health, safety, and welfare of the residents of the Property, and in particular for the improvement, operation and maintenance of the Common Areas, including, but not limited to, the payment of taxes (except to the extent the proportionate shares of such public charges and assessments on the Common Areas may be levied against all Lots on the Property by the tax collecting authority so that the same are payable directly by the Owners thereof, in the same manner as real property taxes assessed or assessable against the Lots) and insurance thereon.

SECTION 2

6.2.1 Until December 31st of the year 2000, the annual assessment shall be Two Hundred Twenty-Five and no/100 Dollars ($225.00) per Lot, which shall be the maximum annual assessment for that year. Thereafter, the maximum permissible annual assessment shall increase each year by five percent (5%) of the maximum permissible annual assessment for the previous year without the necessity of a vote of the membership of the Association. The maximum permissible annual assessment may be increased above the five percent (5%) limitation specified in the preceding sentence only by a Majority of Lot Owners of each class of members of the Association, voting in person or by proxy, at a meeting called for such purpose.

6.2.2 The Board of Directors of the Association may fix the annual assessment against each Lot at any amount not in excess of the maximum permissible annual assessment applicable to that year without the necessity of a vote of the membership of the Association.

6.2.3 Notwithstanding anything elsewhere set forth herein, the annual assessments or charges made or levied against any Lot of which Declarant is the Owner on January 1st of the year to which the assessment pertains, shall equal seventy five percent (75%) of the annual assessment or charge made or levied against any other Lot on the Property, it being intended that the Company shall not pay more, or less, than seventy-five percent (75%) of the per Lot annual assessment

established by the Association under this section, and said assessment shall not first accrue until July 1, 1997.

SECTION 3

6.3.1 In addition to the annual assessments authorized above, the Board of Directors of the Association may levy in any year, a special assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on any Common Area, including fixtures and personal property related thereto, provided that such assessment shall first be approved by a Majority of Lot Owners of each class of the members of the Association, voting in person or by proxy at a meeting called for such purpose.

SECTION 4

6.4.1 Except as provided in Section 2 of this Article, and in Section 6 of this Article, annual assessments must be fixed at a uniform rate for all Lots.

SECTION 5

6.5.1 Written notice of any meetings of members of the Association called for the purpose of taking any action authorized under Sections 2 or 3 of this Article shall be sent to all members not less than ten (10) days, nor more than sixty (60) days, in advance of the meeting.

6.5.2 At the first meeting, the presence of members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of members entitled to be cast at the meeting shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 6

6.6.1 The annual assessments shall commence on the first day of January, 2000. The first annual assessment shall be

made for the balance of the calendar year and shall become due and payable on the date fixed for the commencement. The amount of the assessment for the first year shall be an amount which bears the same relationship to the annual assessment provided for in the first sentence of Section 2 of this Article as the remaining number of months in that year bear to twelve. The same reduction in the amount of the annual assessment shall apply to the first assessment levied against any property which is hereafter added to the Property at a time other than the beginning of any calendar year.

6.6.2 The annual assessments for any year after the first year shall be on a calendar year basis. The amount of the annual assessment against each Lot shall be fixed not later than February 1st of each year and become due and payable on the first day of April of that year.

6.6.3 The due date under any special assessment under Section 3 shall be fixed in the resolution authorizing the special assessment; however, such due date shall be at least fifteen (15) days after the date of such resolution.

SECTION 7

6.7.1 The Board of Directors of the Association shall fix the date of commencement and the amount of the annual assessment against each Lot for each assessment period at least two (2) months in advance of the due date for the payment thereof and shall, at that time, prepare a roster of the Lots and assessments applicable thereto. Such roster shall be kept in the office of the Association and shall be open to inspection by any Owner.

6.7.2 If an annual or special assessment is not paid on the due date, the assessment shall be delinquent and shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot for such assessment. In any such proceeding, there shall be added to the amount of such assessment the reasonable costs of preparing and filing the action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court together with the costs of the action. Each Owner of a Lot shall by accepting title thereto be deemed to have assented to proceedings for the foreclosure of any lien upon his Lot (including a foreclosure by power of sale

pursuant to the Oklahoma Power of Sale Mortgage Foreclosure Act) which results from his failure to pay an assessment on the due date thereof.

SECTION 8

6.8.1 The lien of the assessments provided for herein shall be subordinate to any mortgage or deed of trust hereafter placed upon the Lot subject to assessment; provided, however, that the sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall only extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

6.8.2 In the event a mortgage on a Lot should provide that a default in the payment of an assessment shall be an event of default in such mortgage and, if required by the mortgage by written notice to the Association, the Board of Directors shall give notice of any default in payment of an assessment to the mortgagee.

6.8.3 To evidence the lien for unpaid assessments, the Board of Directors shall prepare a written notice of assessment lien setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of Lot. Such notice shall be signed by the President or a Vice-President of the Association, and shall be duly attested and acknowledged and shall be recorded in the office of the County Clerk of Cleveland County, Oklahoma. Such lien for the Common Areas shall attach from the due date thereof and impart notice to third parties from the date of the recording thereof. Such lien may be enforced by the foreclosing of the defaulting Owner's Lot subsequent to the recording of a notice or claim thereof by the Association in like manner as a mortgage on real property. The Owner of the Lot being foreclosed shall be required to pay to the Association the monthly assessment for the Lot during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to purchase a Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. Any mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any unpaid assessment payable with respect to such Lot, and such payment

shall not be deemed a waiver by the Association of default by the Lot Owner.

6.8.4 Upon the sale or conveyance of a Lot, all unpaid assessments against the seller-owner for his pro rata share of the Common Expenses, including interest and costs and reasonable attorney's fees incurred in collection, shall be first paid out of the sales price or by the purchaser in preference to any other assessments or charges of whatever nature, except the following:

(a) Assessments, liens and charges for ad valorem taxes past due and unpaid on the Lot;

(b) Judgments entered in a court of record prior to the date of Common Expense assessment;

(c) Mortgage instruments of encumbrance duly recorded prior to the date of such assessment;

(d) Mechanic's and Materialmen's liens arising from labor performed or materials furnished upon a Lot prior to the date of such assessment; and

(e) Mechanic's and Materialmen's liens for labor performed or material furnished upon the Common Areas to the extent of the proportionate part chargeable to the Lot Owners which constitute a part of an assessment charge for Common Expenses, satisfaction of which shall discharge the assessment to the extent of the payment made.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

7.1.1 No structure, whether residence, accessory building, tennis court, swimming pool, antenna (on a structure or on a lot), flag poles, fences, walls, treehouses, platforms, exterior lighting, for sale signs or other improvements, shall be constructed or maintained upon any lot and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed unless complete plans, specifications, and lot plans therefore, showing the exterior design, height, building material and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing, walls and windbreaks, and the grading

plan shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of such plans, specifications, and lot plans as finally approved deposited with the Architectural Control Committee. All mail boxes used must be approved by the Architectural Control Committee. The Architectural Control Committee shall be composed of the following three (3) individuals or their designated representatives and shall serve until the Declarant divests itself of all lots in the addition: Ben E. Newcomer, Chairman; Mickey L. Clagg and Debbie Clagg. In the event any such Committee member shall be unable to complete his or her term for any reason and a vacancy on the Committee is thereby created, it shall be the responsibility of the remaining Committee members to appoint a successor. Upon Declarant divesting itself of all lots within the Addition, the presiding Board appointed herein shall be replaced by the Board of the Homeowners Association appointing three (3) individuals to assume any and all ongoing functions of said Committee or permit the dissolution of said Committee as the Association may deem appropriate.

7.1.2 The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations with the Property conform to and harmonize with existing surroundings and structures.

7.1.3 The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within thirty (30) days after requests have been submitted, approval will not be required, and this Article will be deemed to have been fully complied with.

7.1.4 A majority vote of the Architectural Control Committee is required for approval or disapproval of proposed improvements.

7.1.5 The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions it may have taken.

7.1.6 The Architectural Control Committee shall not be liable in damages to any person submitting requests for approval or to any owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests.

7.1.7 The Architectural Control Committee shall require a minimum of two (2) trees to be placed and maintained on each improved lot. The trees so placed, or to be replaced, shall have a 1½" caliper minimum one (1) foot above ground, and be deciduous in nature.

All trees to be initially placed, or subsequently replaced, shall be first approved by the Committee.

ARTICLE VIII

ADDITIONAL COVENANTS, CONDITIONS AND RESTRICTIONS

8.1.1 The Lots and any building or structure now or hereafter erected on a Lot shall be occupied and used for single-family residence purposes only. All proposed plans for structures shall be approved by the Architectural Control Committee as set forth in Article VII hereto. However, all buildings and structures now or hereafter erected on a Lot shall comply with the following conditions and restrictions, to-wit:

(a) The square footage of each dwelling house constructed shall have a minimum square footage of 2,000 square feet;

(b) All roofs shall be completed using timberline shingles with a 30 year rating and shall be "weathered wood" (gray) in color or the equivalent, as may be determined the Architectural Control Committee.

(c) All chimneys shall be exterior brick chimneys and said brick chimneys shall be constructed of masonry materials exclusively.

(d) Chain link fences are prohibited. Construction of any other type of fence upon any Lot must be approved by the Architectural Control Committee as provided by paragraph 7.1.1. Under no circumstances shall any fence be constructed closer than five (5) feet to any sidewalk.

8.1.2 Boats, trailers or other vehicles, including, but not limited to, recreational vehicles, which are not normally used as daily transportation, may be kept on a Lot provided

that they are totally concealed in a garage. Under no conditions may a detached structure or a trailer of any type be occupied, temporarily or permanently, as a residence.

8.1.3 Garage conversions are prohibited. Garages may not be structurally altered as an extra room addition or for the purpose of any residential or commercial use.

ARTICLE IX

REPAIR AND MAINTENANCE OF LOTS

9.1.1 The Owner of each Lot shall keep the Lot, and the buildings and other improvements thereon, in good order and repair, and free of debris. Lawns shall be seeded and mowed, shrubbery trimmed and painted exterior surfaces repainted, all in a manner and with such frequency as is consistent with good property management.

9.1.2 In the event the Owner of a Lot shall fail to maintain the Lot and the buildings and other improvements thereon as provided herein, the Association, after ten (10) days written notice to the Owner and with the approval of the Board of Directors, shall have the right to enter upon the Lot to perform such work as is reasonably required to restore the Lot and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Lot, upon demand. All unreimbursed costs shall be a lien upon the Lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with Article VI of this Declaration.

ARTICLE X

GENERAL PROVISIONS

SECTION 1

10.1 Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

SECTION 2

10.2.1 The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of ninety percent (90%) of the Lots stating that this Declaration shall expire at the end of the then current term.

10.2.2 This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be recorded in the office of the County Clerk of Cleveland County, Oklahoma.

SECTION 3

10.3.1 Anything set forth in Section 2 of this Article 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 this Declaration, all as from time to time amended or supplemented. However, this unilateral right, power and authority of Declarant, may be exercised 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 approve the Property or any parts thereof or any Lots thereon for federally approved mortgage financing purposes, any further amendments to the Declaration 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.

10.3.2 Each Owner shall register in writing his mailing address with the Association, and notice or demands intended to be served upon an Owner shall be sent by certified mail, postage prepaid, addressed in the name of the Owner at such

registered mailing address. All notices, demands or other notices intended to be served upon the Board of Directors of the Association or to the Association shall be sent certified mail, with postage prepaid, to Cascade Estates Homeowners Association, 4300 Brookfield, Norman, Oklahoma 73072, or at such other address of which the Board may be furnished from time to time or served in person upon the service agent of the Association, Mickey L. Clagg, 4300 Brookfield, Norman, Oklahoma 73072.

EXECUTED the day hereinabove first written.

"DECLARANT"

CASCADE DEVELOPMENT, L.L.C.

By: Ben E. Newcomer
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 8th 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.

Donna R. Wallace
Notary Public

My Commission Expires:
July 27, 2002

NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA
OFFICIAL SEAL
Donna R. Wallace
Oklahoma County
Commission Expires Jul. 27, 2002

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.