STATE OF OKLAHOMA
CLEVELAND COUNTY
FILED OR RECORDED

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BILLIE JEAN GATEWOOD
COUNTY CLERK

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BOOK 1616 PAGE 386

OWNER'S CERTIFICATE

DEDICATION AND RESERVATIONS

CASCADE ADDITION

The Security National Bank and Trust Company of Norman, Norman, Oklahoma, Trustee, hereby certifies that they are the owners of and the only persons, firm or corporation having any rights, title or interest in and to the following described real estate and premises situated in Cleveland County, Oklahoma, to-wit:

LEGAL DESCRIPTION

A tract of land being part of the N.E. 1/4 of Section 15, T9N, R3W, of the I.M., Norman, Cleveland County, Oklahoma, being more particularly described as follows:

Commencing at the N.E. Corner of said N.E. 1/4 thence S 00`28'35" E. along the East line of said N.E. 1/4 a distance of 1408.94 feet to the point of place of beginning:
Thence S 00`28'35" E. along the East line of said N.E. 1/4 a distance of 110.00 feet; thence S 89`31'25" W. a distance of 50.00 feet; thence N 45`28'35" W. a distance of 35.36 feet; thence S 89`31'25" W. a distance of 1000.00 feet; thence S 44`31'25" W. a distance of 35.36 feet; thence S 88`06'38" W. a distance of 50.02 feet; thence N 47`27'08" W. a distance of 34.11 feet to a point on a curve, thence around a curve to the left having a radius of 841.40 feet, with a chord bearing S 77`21'15" W., with a length of 215.70 feet, a distance of 216.30 feet; thence S 69`59'23" W. a distance of 167.49 feet; thence S 27`50'43" W. a distance of 37.07 feet; thence S 74`46'13" W. a distance of 60.03 feet; thence N 62`07'37" W. a distance of 33.53 feet; thence N 16`30'56" W. a distance of 50.09 feet; thence N 25`36'03" E. a distance of 35.73 feet to a point on a curve, thence around a curve to the left having a radius of 946.12 feet, with a chord bearing N 20`10'33" W., with a length of 20.77 feet, a distance of 20.77 feet; thence N 20`48'17" W. a distance of 148.86 feet; thence N 65`48'17" W. a distance of 35.36 feet; thence N 20`48'17" W. a distance of 50.00 feet; thence N 24`11'43" E. a distance of 35.36 feet; thence N 20`48'17" W. a distance of 190.00 feet; thence N 65`48'17" W. a distance of 35.36 feet; thence N 20`48'17" W. a distance of 50.00 feet; thence N 24`11'43" E. a distance of 35.36 feet; thence N 20`48'17" W. a distance of 170.00 feet; thence N 65`48'17" W. a distance of 35.36 feet; thence N 20`48'17" W. a distance of 50.00 feet; thence N 24`11'43" E. a distance of 35.36 feet; thence N 20`48'17" W. a distance of 85.00 feet; thence N 69`11'43" E. a distance of 256.47 feet; thence N 89`36'32" E. a distance of 573.96 feet; thence N 00`28'35" W. a distance of 34.33 feet; thence N 89`31'25" E. a distance of 320.00 feet; thence S 00`28'35" W. a distance of 5.29 feet; thence N 89`31'25" E. a distance of 120.00 feet; thence S 00`28'35" E. a distance of 858.83 feet; thence N 89`31'25" E. a distance of 635.00 feet; thence N 44`31'25" E. a distance of 35.36 feet; thence N 89`31'25" E. a distance of 50.00 feet to a point or place of beginning.
Said tract containing 24.95 acres more or less.

Said individuals further certify that they have caused said part of said quarter section, designed as aforesaid, to be surveyed into blocks, lots, streets and avenues, and caused a plat to be made of said tract, showing accurate dimensions of lots, setback lines, right-of-way, widths of streets and reserves for utilities. Said individuals hereby designate said tract of land so platted as CASCADE ADDITION to Norman, Oklahoma, and hereby dedicate to public uses all the streets and avenues within the subdivision and reserve for installation within the subdivision as shown on the recorded plat. All lands so dedicated to public uee are free and clear of encumbrancee.

PROTECTIVE COVENANTS

For the purpose of providing an orderly development of the entire tract, and for the further purpose of providing adequate restrictive covenants for the mutual benefit of said owners and its successors in title to the subdivisions of said tract, it hereby imposes the following restrictions, covenants, and reservations to which it shall be incumbent upon successors in title to adhere.

1. All of the lots in Blocks 1, 2, 3, 4, 5, and 6 in CASCADE ADDITION to Norman, Oklahoma, shall be known as and reserved exclusively for use as a single family dwelling not to exceed 2 1/2 stories in height and a private garage for not more than three and not less than two automobiles. No garage erected in this section shall ever be converted into a room or living quarters, but said garage must remain always as such for the purpose of storing automobiles or automobile accessories.

2. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to the location of the building with respect to topography and finished grade elevation, by a committee composed of Gene McKown and Mike Deskin, or by a representative designated by a majority of said committee, the remaining member or members shall have full authority to designate a successor or successors. In the event said committee, or its designated representatives, fails to approve or disapprove, within thirty days, any plans and specifications submitted to it, or in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, approval will not be required and this covenant shall be deemed to have been fully observed and complied with. Neither the members of such committee, nor its representative shall be entitled to any compensation for services pursuant to this covenant.

3. No building shall be located on any lot nearer to the front lot line nor nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any residential plot nearer than twenty-five feet to the front lot line, or further than thirty-five feet from the front lot line, or nearer to the rear lot line than permitted by city ordinances. No dwelling shall be located nearer than five feet to a side lot line, provided that outbuildings 50 feet or more to the rear of the front building line may be located not closer than four feet to a side lot line. In no event shall the distance between a single family residential building be less than ten feet. For the purpose of this covenant, eaves, steps, and open porches shall not be constructed to permit any portion of a building on a lot to encroach upon another lot.

4. Reserves for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these utility reservee no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the utility reserves, or which may obstruct or retard the flow of water through drainage channels in the utility reserves. The utility reserve area of each lot and all improvements permitted therein shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. All small drainage channels, emergency overflows, and other swales which are important to abutting properties but are not a part of the drainage system maintained by public authority or utility company, shall be the property owner's responsibility; and it shall be the responsibility of the property owner to (A) keep the easements, channels and swales free of any structure, planting or other material which may change the direction of flow, or obstruct, or retard the flow of surface water in the channels or swales whether they be in easements or contained on the

individual property owner's lot and (B) to provide continuous maintenance of the improvements in the easements or of the channels or swales, except for the improvements for which a public authority, utility company, or property owner's maintenance association.

5. No business, trade or activity shall be carried on upon any residential lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

7. The minimum square foot area requirements for structures in CASCADE ADDITION, Blocks 1, 2, 3, 4, 5, and 6 are 1350 square feet. This minimum figure is for living space and is exclusive of garages, covered porches, and breezeways.

8. No fence shall be installed on the front portion of any lot in this subdivision between the front lot line and the front building setback line.

9. No outbuilding shall be permitted in any easement reserved for utilities.

10. No detached garages shall be permitted on any lot in this subdivision.

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

12. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, or one sign of not more than nine square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

13. The roof of all dwellings built in said Blocks 1, 2, 3, 4, 5, and 6 must be wood shingle, shake shingle, tile or composition and have a minimum pitch slope of 4 on 12. Any other roofs so desired must be approved by the architectural committee in writing.

14. The principal exterior of any residential structure shall be at least fifty percent (50%) masonry and other fifty percent (50%) balance of the exterior may be of frame, wood, shingles or other material which will blend together with the masonry. It is the intention of this restriction to allow panels of other materials other than masonry to be used, but in no event shall a continuing wall consisting of thirty-five (35%) of the exterior of the residence be built of any material other than masonry. This restriction is intended to restrict a substantial portion of the principal exterior of residences to masonry construction, but is modified to allow the use of other materials to blend with the masonry to eliminate repetition of design. Any deviation from the above must be approved in advance, by the architectural committee in writting.

15. No parking and/or storage of trailers, campers, house trailers, mobile homes, motor homes, recreation vehicle of any kind, motor vehicles exceeding 3/4 ton capacity in size, boats and/or vehicles which are not normally used as everyday transportation will be allowed on streets, easements, right-of-ways or lots. Parking allowed only on paved surface. The Developers reserve the right to locate, construct, erect, and maintain or cause to be located, constructed, erected and maintain or cause to be located, constructed, conduits, poles and wires, and any other method of conducting or performing any public utility or quasipublic utility function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance. It is the intent of this requirement that the owners and occupants or residential buildings in

the subdivision shall not use the property upon which they reside, or streets adjacent thereto, for the storage or habitual parking of any such prohibited motor vehicle, other than the said standard passenger cars.

16. No rearranging, resubdividing or replatting may be done without the prior written consent of the architectural committee.

17. All sidewalks required by city ordinances must be installed by the owner of the land or lot adjacent to said required sidewalk no later than January 1,1988.

18. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2004, at which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the owners of a majority of the lots has been recorded, agreeing to change said covenants in whole or in part.

19. If the parties hereto, or any of them or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

20. Invalidation of any one of these covenants by judgements or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

Executed at Norman, Oklahoma, this 10th day of April, 1984.

ATTEST:

Assistant Secretary

THE SECURITY NATIONAL BANK & TRUST CO.
OF NORMAN, NORMAN, OKLAHOMA, AS TRUSTEE

BY: _____
Sr.Vice President
Trust Officer

STATE OF OKLAHOMA)
) SS:
COUNTY OF CLEVELAND)

On this 10th day of April, 1984 before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared S. W. BONNER, The Security National Bank and Trust Company of Norman, Norman, Oklahoma, Trustee to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Sr. Vice President, Trust Officer and acknowledged to me that he executed the same and his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written,

NOTARY PUBLIC

MY COMMISSION EXPIRES 4/30/85