

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SUMMIT LAKES ADDITION SECTION 1
AND GRANT OF EASEMENTS**

THIS DECLARATION, made this 21st day of October, 1997, by SUMMIT LAKES, L.L.C., an Oklahoma limited liability company, hereinafter referred to as "Declarant."

WHEREAS, Declarant is the owner of certain real property located in Norman, Cleveland County, State of Oklahoma, which is more particularly described on Exhibit A, attached hereto and made a part hereof by this reference (the "Property"); and

WHEREAS, Declarant has caused the Property to be platted under the ordinances of the City of Norman under the name of "Summit Lakes Addition Section 1, " and intends to create thereon a residential community containing common areas, which will be maintained for the benefit of those living within the community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said development and for the maintenance and improvement of the common areas and other common facilities now existing or hereafter erected thereon; and to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens hereafter set forth, each and all of which are for the benefit of the Property and each owner thereof, and

WHEREAS, Declarant has deemed it desirable for the foregoing purposes to create an agency to which should be delegated and assigned the powers of maintaining and administering the common areas and facilities, enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Oklahoma, as a non-profit corporation, Summit Lakes Property Owners Association, for the purpose of exercising the aforementioned functions;

NOW, THEREFORE, Declarant declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth, which shall run with such real property and shall be binding on all parties having or acquiring any right, title or interest therein or any part thereof, and shall inure to the benefit of each owner thereof, and such owner's heirs, devisees, personal representatives, trustees, successors and assigns, such covenants and restrictions being hereby imposed upon such real property and every part thereof as a servitude in favor of each and every other part thereof as the dominant tenement.

This instrument being refiled to correct Common Areas in Exhibit B.

ARTICLE I

DEFINITIONS

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

- 1.1 "**Additional Property**" shall mean the Property added to the development scheme by virtue of a Supplementary Declaration.
- 1.2 "**Alameda Fence**" shall mean the fence installed by Declarant on the Lots One (1) through Seven (7) inclusive in Block One (1) and Lots One (1) through Six (6) inclusive in Block Two (2) of Summit Lakes Addition Section 1.
- 1.3 "**Architectural Committee**" shall have the meaning specified in Section 6.1 below.
- 1.4 "**Association**" shall mean and refer to Summit Lakes Property Owners Association.
- 1.5 "**Board**" shall mean the Board of Directors of the Association.
- 1.6 "**By-Laws**" shall mean the By-Laws of the Association which are or shall be adopted by the Board as such By-Laws may from time to time be amended.
- 1.7 "**Certificate**" shall mean the Certificate of Incorporation of the Association filed in the office of the Secretary of State of the State of Oklahoma, as same may from time to time be amended.
- 1.8 "**Common Areas**" shall mean the portion of the Property described on Exhibit "B;" all improvements now or hereafter constructed thereon including, without limitation, the Lake Fence; the Easement Property, the Alameda Fence and the property described as Common Areas in the Supplementary Declaration.
- 1.9 "**Declarant**" shall mean Summit Lakes, L.L.C., an Oklahoma limited liability company.
- 1.10 "**Detached Structure**" shall mean any covered or enclosed structure on a Lot not attached to the primary structure which it serves, and shall include, but not be limited to, carports, garages, outbuildings, tool sheds, kennels, cabanas, greenhouses and any temporary structures.

- 1.11 "Driveway Easement"** shall mean the portion of Lots Five (5), Six (6) and Seven (7) in Block One (1) of Summit Lakes Addition Section 1 shown as such on the Plat.
- 1.12 "Easement Property"** shall mean that Property described in an Easement dated October 21, 1997, from Alameda Land Company, L.L.C., to Association recorded in Book 2888, Page 683, in the office of the County Clerk of Cleveland County, Oklahoma.
- 1.13 "Lake"** shall mean the Easement Property and the portion of the Common Areas noted on the recorded plat of the Property or the Additional Property as an open space drainage easement.
- 1.14 "Lake Fence"** shall mean the fence installed by the Declarant on the Common Areas adjacent to the Lake.
- 1.15 "Lake Lots"** shall mean Lots Seven (7), Eight (8), Nine (9), and Ten (10) in Block One (1) and Lots One (1), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12) in Block Four (4) of Summit Lakes Addition Section 1, according to the recorded plat thereof and those described in the Supplementary Declarations.
- 1.16 "Lot"** shall mean those tracts of land so designated on the recorded subdivision plat of the Property and the Additional Property.
- 1.17 "Member", "Class A Member" and "Class B Member"** shall mean those persons so defined in Section 3.2 below.
- 1.18 "Owner"** shall mean the record owner, whether one or more Persons, of the fee simple title to any Lot, including contract sellers, but shall not include a mortgagee unless such mortgagee has acquired title pursuant to foreclosure; nor shall such term include any other Person who has an interest merely as security for the performance of an obligation.
- 1.19 "Person"** shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.
- 1.20 "Plat"** shall mean the final plat of the Property which is filed of record in the office of the County Clerk of Cleveland County, Oklahoma.
- 1.21 "Supplementary Declaration"** shall mean a Supplementary Declaration of Covenants and Restrictions as described in Section 8.3

1.22 "Visible from Neighboring Property" shall mean, as to any given object, that such object is visible to a person six (6) feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

1.23 "Visible from the Street" shall mean, as to any given object, that such object is visible to a person (6) six feet tall, standing on any street right of way within the Property or Additional Property. The Association may not convey the Common Areas without first obtaining the written permission of one City of Norman.

ARTICLE II

COMMON AREAS AND ASSOCIATION RESPONSIBILITIES

Section 2.1. Title to Common Areas. Legal title to the Common Areas, at a time determined by Declarant, shall be conveyed to the Association subject to (i) easements of record or shown on the Plat; (ii) the rights of the City of Norman, if any; and (iii) the right of the Owners to use and enjoy the Common Areas as provided herein or in accordance with rules and regulations adopted by the Association. Except as provided in Section 2.5.7, the Association may not convey the Common Areas without first obtaining the written permission of the City of Norman.

Section 2.2. Duties of Association. The Association shall maintain, repair and to the extent deemed appropriate, improve the Common Areas in a manner which will benefit all Owners; provided, however, any Owner whose negligence contributes to the damage caused to the Common Areas shall be responsible for the damage caused thereby. Association shall obtain general liability insurance of at least One Million Dollars (\$1,000,000) for accidents which might occur on the Common Areas.

Section 2.3. Rights of Declarant/Association. Declarant reserves the right, until title is passed to the Association, to convey to any public agency, authority or utility, easements for drainage or underground utility purposes across any portion of the Common Areas. Thereafter, the Association shall have this right, so long as the plans for such an easement have been approved by the Architectural Committee.

Section 2.4. Alameda Fence. The Association is hereby granted an easement over and across the Lots on which the Alameda Fence is located for the purposes of repairing and maintaining the Alameda Fence and maintaining any portion of the Lots lying north of the Alameda Fence.

Section 2.5. Lake. Each owner shall have a right and easement of enjoyment in and to the Lake, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

2.5.1. The right of the Association to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage those portions of the Common Areas to which the Association has acquired legal title; provided, however, any such mortgage shall provide that in the

event of a default, the mortgagee's rights hereunder as to any of such Common Areas shall be limited to a right, after taking possession thereof and without changing the character thereof, to charge admission and other fees as a condition to continued enjoyment by the Members until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored.

- 2.5.2.** Except as provided in Section 2.5.1. above, the right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure; and
- 2.5.3.** The right of the Association to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed sixty (60) days for any infraction of its Rules; and
- 2.5.4.** The Association shall maintain the Lake for the purpose of accepting storm water drainage from the Property and property lying within the watershed of the Lake in accordance with a drainage plan approved by the City of Norman.
- 2.5.5.** The right of the Association to promulgate rules and regulations governing its usage of the Lake; provided however, (i) no swimming shall ever be permitted in the Lake, (ii) no minor under the age of fourteen (14) may use the Lake without direct on-site supervision by an Owner, (iii) Electric motors up to 36 pounds of thrust will be permitted on any boat on the Lake. Gas motors will be prohibited, and (iv) except as otherwise provided in these Declarations for Lake Lots docks, no boat may be stored on the Lake overnight, unless the Association elects to construct its own dock.
- 2.5.6.** The right of the Association to charge the Members reasonable admission and other fees for the use of the Lake; and
- 2.5.7.** The right of the Association to dedicate or convey all or any part of the Common Areas to which it has acquired legal title to any public agency, authority or utility for such purposes, and subject to such conditions as may be agreed to by the Members; provided that no such dedication or conveyance by the Association shall be effective unless approved by the affirmative vote in person or by proxy of two-thirds (2/3) of all Members, and unless written notice of the proposed dedication or conveyance and of the meeting at which approval therefore will be sought is sent to every Member at least ninety (90) days in advance of such meeting.
- 2.5.8.** The right of the Owners of the Lake Lots to construct docks on the Lake shore directly opposite to the rear Lot line of the Lake Lots; provided, however, such docks shall be first approved by the Architectural Committee as to design, materials and location. Any dock shall comply with the following requirements:
 - (a) No more than one (1) dock for each Lake Lot;
 - (b) No wider than six (6) feet; no longer than eighteen (18) feet;

- (c) Constructed of treated lumber at an elevation no higher than one (1) foot above the maximum elevation of the Lake;
- (d) Approved signage advising that the dock is private;
- (e) No boat in excess of fourteen (14) feet may be stored at the dock;
- (f) Obtaining and maintaining a liability insurance policy insuring the Owner and the Association for at least One Million Dollars (\$1,000,000) and providing the Association with a current certificate of insurance.

Section 2.6. Sprinkler System. Declarant will install a sprinkler system on the Common Areas. The Association shall maintain the sprinkler system in a good state of repair.

ARTICLE III

MEMBERSHIP, CLASSES OF MEMBERS, AND VOTING RIGHTS

Section 3.1. Membership. Every Owner of a Lot shall be a member (hereafter "Member") of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A. "Class A Members" shall be all Owners with the exception of the 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. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. "Class B Members" shall be the Declarant, which shall be entitled to three (3) votes for each Lot of which the Declarant is the Owner.

ARTICLE IV

ASSESSMENTS

Section 4.1. Covenant for Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments, and (2) special assessments for capital improvements, both of which assessments are to be established and collected as hereinafter provided. Such assessments shall be

charges upon and shall be continuing liens upon the Lot against which each such assessment is made, paramount and superior to any homestead or other exemption provided by law, and shall also be the personal obligation of the Person who was the Owner of such property at the time when the assessment fell due.

Section 4.2. Purpose of Assessments. The assessments levied by the Association shall be used to improve and maintain the Common Areas and provide the services permitted or required hereunder.

Section 4.3. Annual Assessments. The maximum initial annual assessments for each Lot shall be Two Hundred Fifty Dollars (\$250.00) per year. The amount of the initial assessment shall be determined by the Board not in excess of the maximum provided. After the first year, the Board may increase the annual assessment by no more than ten percent (10%) above the assessment for the previous year. Any increase above ten percent (10%) shall require a two-thirds (2/3) vote of the Members at a meeting duly called for this purpose, written notice of which, setting forth the purpose of the meeting, shall be sent to all Members not less than ten (10) nor more than forty (40) days in advance of the meeting.

Section 4.4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year, 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 Areas; provided that any such assessment shall have the assent of at least two-thirds (2/3) of the Members pursuant to votes cast at a meeting duly called for this purpose, notice of which meeting shall be sent to all Members of such class not less than ten (10) nor more than forty (40) days in advance of the meeting.

Section 4.5. Notice and Quorum for Meetings. Notice of all meetings of the Members of the Association shall be given as provided in the By-Laws. At any meeting of the Members of the Association, the presence at the meeting of Members or written proxies entitled to cast a majority of all the votes of the Membership shall constitute a quorum; provided, however, that if a quorum is not present at any meeting duly called, the Members present, although less than quorum, may give notice to all Members as required herein for the transaction to be considered at an adjourned meeting, and at the adjourned meeting whatever Members are present shall constitute a quorum.

Section 4.6. Commencement Date of Annual Assessments. The annual maintenance assessments provided for herein shall commence as to all Owners who are Members on the date (which shall be the first day of a month) to be fixed by the Board, and shall be paid in advance for the entire year.

Section 4.7. Credit for Expenditures. Notwithstanding the foregoing, monies expended by the Declarant prior to or during any assessment period in improving and maintaining the Common Areas or providing services which would otherwise be the responsibility of the Association shall be applied as credits to the sums otherwise owed by the Declarant to the Association hereunder as annual or special assessments for the same period, upon the receipt by the Association of satisfactory evidence

thereof from the Declarant. Should the amounts so expended by the Declarant in any assessment period exceed the assessments against the Declarant for that period, the difference shall be carried over and applied as a credit or credits in the succeeding period or periods.

Section 4.8. Effect of Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the then current per annum national prime rate as published by the Wall Street Journal or its successor, plus four percent (4%), and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and there shall be added to the amount of the delinquent assessment the costs of preparing the petition or complaint in the action. Any judgment thereafter obtained shall include interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or by the abandonment of his Lot.

Section 4.9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon any Lot being assessed. Sale or transfer of any Lot shall not affect the assessment lien, provided that the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but further provided that no sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 4.10. Duties of the Board. With respect to assessments, the Board shall:

1. Fix the commencement date for annual assessments against all Lots then owned by the Declarant and against all Lots then owned by other Owners, and send written notice thereof to all Owners at least thirty (30) days before such commencement date; and
2. Cause the Association to prepare and maintain a roster of Lots, the Owners thereof, the assessments applicable thereto, if any, and the status of the payment thereof, which shall be kept in the office of the Association and which shall be open to inspection by any Owner; and
3. Upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, stating whether said assessment has been paid, or if being paid in installments, whether payments are current. Such certificate shall be conclusive evidence of payment of any assessment or installment thereof which is therein stated to have been paid.

Section 4.11. Exemptions from Assessments. All Common Areas are exempt from assessments.

ARTICLE V

DRIVEWAY EASEMENT

Section 5.1. Driveway Easement. The Driveway Easement shall be a private driveway for the exclusive use of the Owners of the Lots on which the Driveway Easement is located, their invitees and all police, fire and other emergency vehicles of all state, federal, county and city agencies. There shall be no obstructions placed in the Driveway Easement at any time. Without limiting the generality of the foregoing, there shall be no parking or standing of vehicles on the Driveway Easement. The Driveway Easement shall be paved initially by the Declarant. Thereafter, it shall be maintained and, if necessary, replaced at the equal expense of the Owners of the Lots on which the Driveway Easement is located.

Section 5.2. Association Rights/Responsibility. The Association shall have no interest in the Driveway Easement and shall have no responsibility for maintaining it.

ARTICLE VI

ARCHITECTURAL COMMITTEE

Section 6.1. Review. No building, fence, wall, walk, driveway or other structure or improvement, including landscaping, shall be commenced, erected or maintained upon the Property until the Plans and Specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the "Architectural Committee," which shall, as used herein, mean either: (a) the Declarant so long as the Declarant is an Owner, or (b) thereafter, the Board or a committee composed of three (3) or more representatives appointed by the Board. Architectural approval shall be at the discretion of the Architectural Committee. All approvals shall be in writing, and may be qualified upon the satisfaction of specified conditions; provided, however, that in the event the Architectural Committee fails to approve or disapprove of any design and location within thirty (30) days after said Plans and Specifications have been submitted to it, or in any case, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required.

Section 6.2. Fees. No fee shall ever be charged by the Architectural Committee or by the Association for the review specified in Section 6.1, or for any waiver or consent provided for herein.

Section 6.3. Proceeding With Work. Upon receipt of approval as provided in Section 6.1, whether in writing or automatically by lapse of time, the Owner shall, as soon as is practicable, satisfy all conditions of such approval, if any, and proceed with the approved work. Unless such work commences within one (1) year from the date of approval, such approval shall be deemed revoked, and the Owner must again seek approval pursuant to all of the provisions of Section 6.1.

Section 6.4. Liability of Architectural Committee. Neither the Architectural committee nor any member, employee or agent thereof, shall be liable to any Person submitting plans for approval, or any other Person, by reason of mistake in judgment, negligence, or nonfeasance, arising out of or in connection with the approval, disapproval or failure to approve any such plans, or for any other action in connection with its or their duties hereunder.

ARTICLE VII

GENERAL RESTRICTIONS

Section 7.1. Land Classification. All Lots within the Property are hereby classified as SingleFamily Lots, i.e., each Lot shall be used exclusively for a single family residential dwelling of not to exceed two and one-half (2-1/2) stories in height and a private garage for not more than four (4) nor less than two (2) automobiles. No occupation, profession, business, trade -or other nonresidential activity shall be conducted on any Lot or in any improvement located thereon.

Section 7.2. No Subdividing of Lots. No Lot shall contain more than one (1) single family residence, unless lot split approval is obtained from the City of Norman and the Architectural Committee.

Section 7.3. Garages. No garage shall ever be converted into a room or living area. Garages shall be used for the storage of vehicles.

Section 7.4. New Construction Only. All dwellings shall be of new construction, and no building (new or used) may be moved from another area into the Property. Mobile homes of any kind shall not be allowed to be placed or parked either permanently or temporarily on any Lot.

Section 7.5. Building Limits. No building shall be located on any Lot nearer to a street than the minimum building set-back lines shown on the Plat. The sum of the side yards shall be a minimum of ten (10) feet, and in no event shall the distance between dwellings be less than ten (10) feet. No dwelling shall be located nearer than five (5) feet to a side Lot line. For the purpose of this covenant, eaves, bays, steps and uncovered porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

Section 7.6. Location of Dwelling. All dwellings shall face the front of the Lot, or in the case of corner Lots, the dwelling may face the street on the side of the Lot.

Section 7.7. Easements and Drainage. Reserves for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these utility reserves 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 Lot Owner, 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 Owner's responsibility; and it shall be the responsibility of the 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 Owner's Lot, (b) provide continuous maintenance of the improvements in the easements or of the channels or swales, except for the improvements for which a public authority or utility company is responsible, and (c) conform to the drainage plan for the Property on file with the City of Norman.

Section 7.8. Landscaping. Each Owner shall install, at their own cost, solid slab sod on the front and side portions of the Owner's Lot, excepting those areas established for landscaping planters, flower beds or other ground cover. Such solid slab sod shall be installed within thirty (30) days of the time of completion of the construction of the dwelling upon the Lot. All Lot Owners shall continuously maintain landscaping with respect to each of their Lots, such as mowing of lawn, planting and maintaining of shrubs and trees. Front and side lawns consisting exclusively of unmowed grasses and flowers shall be prohibited.

Section 7.9. Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the adjoining Lot Owners.

Section 7.10. Detached Structure. No Detached Structure shall be allowed on any Lot without the prior written approval of the Architectural Committee. No Detached Structure shall be used either temporarily or permanently as a residence. No Detached Structure shall be permitted in any easement reserved for utilities.

Section 7.11. Minimum Square Footage. The minimum square footage area requirements for structures on the Lake Lots shall be one thousand eight hundred (1,800) square feet. The minimum square footage area requirements for structures on other Lots shall be one thousand five hundred (1,500) square feet. This minimum figure is for heated and cooled living space, and is exclusive of garages, covered porches and breezeways. If a dwelling is more than one (1) story in height, the ground floor must contain a minimum of one thousand two hundred (1,200) square feet.

Section 7.12. Air Conditioners. Any window type air conditioner installed shall not be: (1) Visible from Neighboring Property, or (ii) Visible from the Street.

Section 7.13. Trash Receptacles. All trash receptacles shall not be (i) Visible from Neighboring Property, or (ii) Visible from the Street.

Section 7.14. Utility Lines. All service lines for telephone, cable TV and other utility services shall be kept underground.

Section 7.15. Animals. No animals, fish, reptiles or fowl, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot, and then only if kept solely as household pets and not kept, bred or raised for commercial purposes. No pet or pets shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Upon the request of any Owner, the Association, or its assigns, shall determine, in its sole discretion, whether for the purposes of this Section, a particular animal, fish, reptile or fowl shall be considered to be a house or yard pet, or a nuisance, or whether the number of pets on any Lot is unreasonable; provided, however, that horses, mules, donkeys, cattle, pigs, goats and sheep shall not be considered as house or yard pets hereunder.

Section 7.16. Sign. No sign of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than five (5) square feet advertising the Lot for sale or rent, or signs used by a builder to advertise the Lot during the construction and sales period, or signs placed by Declarant to advertise or identify the Property during development. Nothing herein shall restrict Declarant's right to construct entrance gateways or permanent signs identifying the development.

Section 7.17. Antennas and Satellite Dishes. All radio and television antennas shall be located inside the dwelling on the Lot so as to not be Visible from Neighboring Property or Visible from the Street. One (1) satellite dish of not in excess of one (1) meter in diameter or diagonal measurement shall be permitted on any Lot so long as it is not Visible from Neighboring Property; provided, however, if the satellite dish cannot be placed upon the Lot in a location that complies with the foregoing location restriction and receive quality programming signals, it may be relocated to a place on the Lot, so long as it is not Visible from the Street.

Section 7.18. Solar Equipment. No solar equipment shall be allowed on the exterior of any structure in the Property, unless specifically approved as to type and location by the Architectural Committee.

Section 7.19. Roof. All roofs shall be of a minimum of 8/12 pitch. Roofing material to be used on pitched, hipped or mansard roofs shall be weathered wood color, six (6) tab weight composition shingle of a brand approved in writing by the Architectural Committee. Notwithstanding the foregoing, tile, slate or wood shingles may be used if approved in writing by the Architectural Committee.

Section 7.20. Imitation Rock. No pre-manufactured and/or pre-formed rock or brick, otherwise known as imitation rock, shall be permitted on the exterior of any structure in the Property.

Section 7.21. Exposed Stems. No exposed stems or grade beams on the front of any structure will be permitted.

Section 7.22. Exterior of Structures. The principal exterior of any structure (consisting of the first ten [10] feet in height) in the Property shall be at least seventy percent (70%) brick or masonry, and the other thirty percent (30%) balance of the exterior may be of frame, wood, shingles or other material which will blend together with the brick or masonry. It is the intention of this restriction to allow panels of other materials other than brick or masonry to be used, but in no event shall a continuing wall consisting of fifty percent (50%) of the exterior of the residence be built of any material other than brick or masonry. This restriction is intended to restrict a substantial portion of the principal exterior of residences to brick or masonry construction, but is modified to allow the use of other materials to blend with the brick or masonry to eliminate repetition of design. Any deviation from the above must be approved in advance by the Architectural Committee. All chimneys shall be of brick or masonry construction. No exposed frame or steel flue chimneys shall be allowed.

Section 7.23. Vehicles and Storage. No boats, trailers, tractors, other machines, motor homes, recreational vehicles or campers are to be parked or stored on any Lot or the street adjacent thereto. Driveways are not to be used for storage areas for such items as boats, trailers, tractors, other machines, motor homes, recreational vehicles, lumber, campers, house trailers, mobile homes, tractors, other agricultural or commercial machinery, airplanes or motor vehicles exceeding 3/4 ton capacity in size ("Trucks"). The continuous parking within the Property of Trucks or delivery vans of any type, or of any truck designed for hauling gasoline or liquefied petroleum products, or of any type or size of truck or other commercial vehicle having an advertising sign or the name of a firm, business or corporation affixed thereon or painted thereon, except station wagons or automobiles, shall be prohibited.

Section 7.24. Vent Pipes. All vent pipes are to be kept at a minimum height and are to be of such material or be painted so as to blend with the roof.

Section 7.25. Storm of Building Materials. No building materials are to be placed or stored on any Lot until construction is to begin, and construction shall be completed within one (1) year from commencement of construction. During construction, the Owner shall provide and use a trash container.

Section 7.26. Usage of Easements. Declarant reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat as easements, sewer and other pipelines, conduits, and any other method of conducting or performing any public utility or quasi-public utility function above or beneath the surface of the ground, with the right of access any time to the same for the purpose of repair and maintenance.

Section 7.27. Sidewalk Installation. Each Owner shall install, at Owner's cost, four (4) foot wide and four (4) inch deep concrete sidewalks on the front portion of each Lot, all as required by the ordinances of the City of Norman. Such sidewalks shall be installed at the time of construction of each individual dwelling, or within one (1) year of the acquisition of the Lot by the Owner, whichever first occurs, and shall be maintained thereafter by Owners of each Lot. For the purposes

of this paragraph, the Declarant is not deemed to be an Owner. The sidewalks installed by Declarant in the Common Areas shall be maintained by the Association.

Section 7.28 Treehouse and Platforms. No treehouses, platforms in trees, play towers or other similar structures on any Lot shall be: (i) Visible from Neighboring Property, or (ii) Visible from the Street.

Section 7.29 Fences. No chain link fences shall be allowed. No fence shall be permitted on the Lake Lots parallel to the Lake Fence unless same is approved by the Architectural Committee. The Lake Fence shall be maintained by the Association. No fences of any kind shall be installed on any Lot between the front Lot line and the front building set-back line as shown on the Plat, or in the case of a corner Lot, between the front Lot line and the front building set-back line, nor between the side building line adjacent to the side street and the side street property line. As of January 7, 2004, the only acceptable fences between Lake Lots will be iron wrought fences or stair-stepped wooden fences so as not to obstruct the neighbors' view of the lake on either side. Corner Lots will be able to keep a non-stair-stepped wooden fence to block the roadway only. When non-compliant fences on Lake Lots (put up before this amendment) come in need of repair or replacement, these fences will need to comply with said amendment.

Section 7.30. Alameda Fence. No gates or other penetrations shall be made in the Alameda Fence without the written consent of the Board.

Section 7.31. Mailboxes. Mailboxes used at the front Lot line are to be of the same masonry construction as the dwelling on the Lot.

Section 7.32 Temporary Structure. No structure of a temporary character, such as a trailer, mobile home, tent, garage, barn or other outbuilding, shall be allowed on any Lot at any time, except upon written permission from the Architectural Committee during the construction of the building on the lot.

Section 7.33. Vacant Lots. No trash, refuse, caves or treehouses are to be placed, constructed or stored on any vacant Lot.

Section 7.34. Pool Equipment. No pool equipment, including pumps and heaters, on any Lot shall be Visible from Neighboring Property.

Section 7.35. Athletic Equipment. No athletic goals or equipment shall be erected on the front of any Lot or on the front of any dwelling located on any Lot.

ARTICLE VIII GENERAL PROVISIONS

Section 8.1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by 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. The prevailing party in any such litigation shall be entitled to the (see next page).

award of a reasonable attorney fee to be paid by the other party. Although, so long as Declarant is an Owner, it may bring an action to enforce the provisions of this Declaration, Declarant has no duty to do so.

Section 8.2. Annexation. Additional Property may be annexed by the Declarant without the consent of Members, provided that the annexation is in accord with a General Plan of Development (herein called "General Plan"), prepared prior to the sale of any Lot in the Property and made available for review by every purchaser at the Declarant's office, 1203 Brookhaven Boulevard, Norman, Oklahoma, prior to such sale. The General Plan shall show the proposed additions to the existing Property and shall contain: (1) a general indication of size and location of the additional development stage or stages and proposed land uses in each; (2) the approximate size and location of Common Areas proposed for each stage; and (3) the general nature of proposed common facilities and improvements. Such General Plan shall not bind the Declarant, its successors and assigns, to make the proposed additions, or, if such additions are not made, to adhere to the General Plan in any subsequent development of the land shown thereon.

Section 8.3. Supplementary Declaration. The additions authorized under this Article shall be made by filing of record a Supplementary Declaration with respect to the Additional Property which shall extend the scheme of the covenants, voting rights and restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the Additional Property, provided they are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants and restrictions established by this Declaration as to the Property covered thereby prior to such addition.

Section 8.4. Term and Amendments. 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 often (10) years. This Declaration may be amended during the first twenty (20) year period by a vote of ninety percent (90%) of the Members, and thereafter by a vote of seventy-five percent (75%) of the Members. Evidence of the passage of such an amendment shall be the filing with the County Clerk of Cleveland County by the Secretary of the Association of an affidavit certifying that the amendment passed the requisite vote at a meeting of the Members.

Section 8.5. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect the remaining provisions, which shall remain in full force and effect.

Section 8.6. Right to Assign. The Declarant, by an appropriate instrument or instruments, may assign or convey to any Person any or all of the rights, reservations, easements and privileges herein reserved by Declarant, and upon such assignment or conveyance being made, its assignees or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements and

privileges, or any one or more of them, at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

IN WITNESS WHEREOF, the Declarant has set its hand and seal this 21st day of October 1997.

"DECLARANT"

SUMMIT LAKES, L.L.C., an Oklahoma Limited Liability Company

By: **CIES PROPERTIES, INC., MANAGER**
By: _____
DON CIES, PRESIDENT

By: **MCSHA PROPERTIES, INC., MANAGER**
By: _____
LARRY SHAVER, VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF CLEVELAND)

The foregoing instrument was acknowledged before me this 21st day of October, 1997, by DON CIES, President of Cies Properties, Inc., Manager of Summit Lakes, L.L.C., and LARRY SHAVER, Vice President of McSha Properties, Inc., Manager of Summit Lakes, L.L.C.

EXHIBIT A
to
DECLARATION OF COVENANTS

LEGAL DESCRIPTION

Being a part of the W/2, Section 34, T9N, R2W, I.M., Norman, Cleveland County, Oklahoma;
Beginning at a point which is the N.E. corner of the NW/4 of Section 34, T9N, R2W, I.M.:

Thence S 00°06'47" E a distance of 826.28 feet;
Thence N 88°47'27" W a distance of 71.53 feet;
Thence S 31 °25'32" W a distance of 60.00 feet;
Thence S 00'10"00" E a distance of 109.50 feet;
Thence S 88°47'27" W a distance of 353.97 feet;
Thence N 85°00'00" W a distance of 240.00 feet;
Thence S 85°00'00" W a distance of 400.00 feet;
Thence N 39°54'12" W a distance of 728.01 feet;
Thence N 25°00'00" E a distance of 150.00 feet;
Thence N 79 ° 00'00" E a distance of 180.84 feet;
Thence N 00°00'00" E a distance of 281.05 feet;
Thence S 89°59'48" E a distance of 1318.72 feet
to the point of beginning;

Containing 30.566 acres more or less.

EXHIBIT B
to
DECLARATION OF COVENANTS

COMMON AREAS

Lots A through ~~E~~ K inclusive of Summit Lakes
Addition Section 1, to the City of Norman, Cleveland
County, Oklahoma, according to the recorded plat
thereof.

**SUPPLEMENTARY DECLARATION
OF
COVENANTS AND RESTRICTIONS**

This Supplementary Declaration of Covenants and Restrictions made this 8th day of January, 2004 by Summit Lakes Property Owners Association hereinafter referred to as “Declarant”.

WITNESSETH:

1. Recitations. On or about October 22, 1997, Declarant executed a Declaration of Covenants, Conditions and Restrictions for Summit Lakes Addition Section 1 and Grant of Easements (the “Declaration”). The Declaration was filed on October 22, 1997, in Book 2888 at page 755 and refiled on October 28, 1997, in book 2890, at page 475 in the office of the County Clerk of Cleveland County, Oklahoma.

The Declaration provides in Article II, Section 2.5.5 the right of the Association to promulgate rules and regulations governing its usage of the Lake; provided however, (i) no swimming shall ever be permitted in the Lake, (ii) no minor under the age of fourteen (14) may use the Lake without direct on-site supervision by an Owner, (iii) Electric motors up to 36 pounds of thrust will be permitted on any boat on the Lake. Gas motors will be prohibited, (iv) except as otherwise provided in these Declarations for Lake Lots docks, no boat may be stored on the Lake overnight, unless the Association elects to construct its own dock.

2. Recitations. On or about October 22, 1997, Declarant executed a Declaration of Covenants, Conditions and Restrictions for Summit Lakes Addition Section 1 and Grant of Easements (the “Declaration”). The Declaration was filed on October 22, 1997, in Book 2888 at page 755 and refiled on October 28, 1997, in book 2890, at page 475 in the office of the County Clerk of Cleveland County, Oklahoma.

The Declaration provides in Article VII, Section 7.29 Fences must meet certain criteria in order to be constructed in Summit Lakes. This amendment further clarifies and defines how fences may be constructed. No chain link fences shall be allowed. No fence shall be permitted on the Lake Lots parallel to the Lake Fence unless same is approved by the Architectural Committee. The Lake Fence shall be maintained by the Association. No fences of any kind shall be installed on any Lot between the front Lot line and the front building set-back line as shown on the Plat, or in the case of a corner Lot, between the front Lot line and the front building set-back line, nor between the side building line adjacent to the side street and the side street property line. As of January 1, 2004, the only acceptable fences between Lake Lots will be iron wrought fences or stair-stepped wooden fences so as not to obstruct the neighbors’ view of the lake on either side. Corner Lots will be able to keep a non-stair-stepped wooden fence to block the roadway only. When non-compliant fences on Lake Lots (put up before this amendment) come in need of repair or replacement, these fences will need to comply with said amendment.

3. Declaration. Declarant hereby declares that the Additional Property is, and shall be, held, transferred, sold and occupied subject to the covenants and restrictions set forth in the Declaration which shall run with such real property, and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, and such owners, heirs, devisees, personal representatives, trustees, successors and assigns, such covenants and restrictions being hereby imposed upon such real property, and every part thereof, as a servitude in favor of each and every other part thereof as the dominant tenement.

4. Effective Date. From and after the date of filing this Supplementary Declaration of Covenants and Restrictions in the office of the County Clerk of Cleveland County, Oklahoma all of Summit Lakes shall be entitled to all the benefits of, and shall be subject to all of the restrictions imposed in, the Declaration.

IN WITNESS WHEREOF, the Declarant has executed this Supplementary Declaration of Covenants and Restrictions the day and year first above written.

“DECLARANT” SUMMIT LAKES PROPERTY OWNERS ASSOCIATION

By: Board of Directors Summit Lakes Property Owners Association

By: _____
Gary W. Newell, Board of Director

By: _____
Michael McClure, Board of Director

State Of Oklahoma
County of Cleveland

The foregoing instrument was acknowledged before me this 8th Day of January, 2004, by Gary W. Newell, Board of Director, Summit Lakes Property Owners Association, and Michael McClure, Board of Director, Summit Lakes Property Owners Association.

My Commission Expires:

Notary Public

SUMMIT LAKES PROPERTY OWNERS ASSOCIATION

By: _____
Donna Davenport, Board of Director

The foregoing instrument was acknowledged before me this 8th Day of January, 2004, by Donna Davenport, Board of Director, Summit Lakes Property Owners Association.

My Commission Expires:

Notary Public