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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND GRANT OF EASEMENTS FOR
SUMMIT LAKE VILLAS, SECTION 1, A PLANNED UNIT DEVELOPMENT**

*(\$50.00)
Summit Lake
AUG 28 P*

THIS DECLARATION, made this 5th day of AUGUST, 1999, 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 Lake Villas, 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 community 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 Lake Villas Property Owners' Association, for the purpose of exercising the aforementioned functions;

AND Declarant further 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.

NOTE: This instrument being refiled to add Book and Page to Section 1.15.

Cleveland County Clerk's Office

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 "Access Easement" shall mean the 7.5' walkway on Lot 4, Block 1 of the Plat, used for access to the Lake.
- 1.2 "Additional Property" shall mean the Property added to the development scheme by virtue of a Supplementary Declaration.
- 1.3 "Alleys" shall mean the alleys shown on the Plat to the rear of the Alley Lots.
- 1.4 "Alley Lots" shall mean all Lots within the addition that abut on the Alleys.
- 1.5 "Architectural Committee" shall have the meaning specified in Section 7.1 below.
- 1.6 "Association" shall mean and refer to Summit Lake Villas Property Owners' Association.
- 1.7 "Board" shall mean the Board of Directors of the Association.
- 1.8 "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.
- 1.9 "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.
- 1.10 "Common Areas" shall mean that portion of the Property described on Exhibit B hereto, all improvements thereon or hereafter completed thereon, and the Access Easement, Alleys, Gate Facility, Lake Fence, Perimeter Fence and the property described as Common Areas in the Supplementary Declarations.
- 1.11 "Common Drive" shall mean the portion of Lot Four (4), Block One (1) of the Plat designated as such for access to Lots Three (3) and Four (4), Block One (1), which are referred to herein as the "Common Drive Lots".
- 1.12 "Declarant" shall mean Summit Lakes, L.L.C., an Oklahoma limited liability company.

- 1.13 "Dwelling" shall mean the one (1) single family residence constructed on a Lot.
- 1.14 "Detached Structure" shall mean any covered or enclosed structure on a Lot not attached to the main residence which it serves, and shall include, but not be limited to, carports, garages, outbuildings, tool sheds, kennels, cabanas, greenhouses and any temporary structures.
- 1.15 "Easement Property" shall mean that property described on the Easement dated ~~_____~~ AUGUST 5, 1991 from Alameda Land Company, L.L.C., to Association and Summit Association, recorded in Book 3094 at Page 193 in the office of the County Clerk of Cleveland County, Oklahoma (the "Easement").
- 1.16 "Final Site Development Plan" shall mean the plan filed with the City of Norman in connection with the approval of the Planned Unit Development for the Property.
- 1.17 "Gate Facility" shall mean the private gate and its operating mechanism located on Blocks A, B and H, according to the Plat.
- 1.18 "Lake" shall mean Block K shown on the Plat.
- 1.19 "Lake Fence" shall mean the fence installed by the Declarant on the Lot line between the Lake Lots and Block K.
- 1.20 "Lake Lots" shall mean Lots One (1) through Seventeen (17), Block One (1), and Lots One (1) through Eight (8), Block Two (2) of the Plat, and those described in Supplementary Declarations.
- 1.21 "Lot" shall mean those tracts of land so designated on the Plat.
- 1.22 "Main Portion of the Lake" shall mean the body of water lying adjacent to Block K shown on the Plat and the Easement Property.
- 1.23 "Member", "Class A Member" and "Class B Member" shall mean those persons so defined in Section 3.2 below.
- 1.24 "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.

- 1.25 “Party Wall” shall have the meaning specified in Section 10.1 below.
- 1.26 “Perimeter Fence” shall mean the fence constructed by Declarant on the perimeter of the Property, except the Lake Fence.
- 1.27 “Person” shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.
- 1.28 “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.
- 1.29 “Summit Association” shall mean Summit Lakes Property Owners Association, the neighborhood association for the property adjacent to the Property to the east.
- 1.30 “Supplementary Declaration” shall mean a Supplementary Declaration of Covenants and Restrictions as specified in Section 13.3 below.
- 1.31 “Visible from Neighboring Property” shall mean, as to any given object, that such object is visible to a person six 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. ?
- 1.32 “Visible from the Street” shall mean, as to any given object, that such object is visible to a person six (6) feet tall, standing on any street right of way within the Property or the Additional Property.
- 1.33 “Visitor Parking Areas” shall mean the diagonal parking areas on the Common Areas.
- 1.34 “Walkways” shall mean the walking path designated as such in Summit Lakes Addition Sections 1 and 2, and other Sections that are added to the Summit Association.

ARTICLE II

PROPERTY RIGHTS IN COMMON AREAS

Section 2.1. Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot.

Section 2.2. 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, and (ii) 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. No Common Areas may be conveyed by the Association without the express written approval of the City of Norman.

Section 2.3. 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 2.4. Perimeter Fence. The Association is hereby granted an easement over and across the Lots on which, or adjacent to which, the Perimeter Fence is located, for the purpose for repairing and maintaining the Perimeter Fence.

Section 2.5. Lake Fence. The Association is hereby granted an easement over and across the Lake Lots on which, or adjacent to which, the Lake Fence is located, for the purpose of repairing and maintaining the Lake Fence.

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

Section 2.7. 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 2.8. Main Portion of Lake and Walkways. Every Member shall have a right of enjoyment in and to the Main Portion of the Lake, the Walkways and the Easement Property in accordance with an Agreement between Association and Summit Association and the Easement; provided, however, such usage shall be subject to rules and regulations promulgated by Summit Association.

Section 2.9. Delegation of Use. Any Owner, in accordance with the By-Laws, may delegate his right of enjoyment of the Common Areas to the members of his family, his tenants or contract purchasers who reside on such Owner's Lot.

Section 2.10. Lake. Each Owner shall have a right and easement of enjoyment in and to the Lake, Main Portion of the Lake and the Easement Property, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

2.10.1. The right of the Association, in accordance with the Certificate and By-Laws, 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 thereunder 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.

2.10.2. Except as provided in Section 2.10.1 above, the right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure; and

2.10.3. The right of the Association, as provided in its Certificate and By-Laws, 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 the Lake Rules, either promulgated by the Association or Summit Association; and

2.10.4. The Association shall maintain the Lake and Block J on the Plat 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; and

2.10.5. The right of the Association to promulgate rules and regulations governing the usage of the Lake and the Easement Property; 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) no motors, either gas or electric, shall be permitted on any boat on the Lake, and (iv) no boat may be stored on the Lake overnight; and

2.10.6. No dock shall be built on the Lake or Lake Lots, except for no more than one (1) dock constructed by the Declarant or Association; provided that the plans for such dock are approved by the Architectural Committee. Rules for dock usage will be promulgated by the Association.

2.10.7. The right of Summit Association to promulgate rules and regulations governing the usage of the Main Portion of the Lake; and

2.10.8. The right of the Association and/or Summit Association to charge the Members reasonable admission and other fees for the use of the Lake; and

2.10.9. 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, approved in writing by the City of Norman, and unless written notice of the proposed dedication or conveyance and of the meeting at which approval therefor will be sought is sent to every Member at least ninety (90) days in advance of such meeting.

Section 2.11. Visitor Parking Areas. Visitor Parking Areas are reserved exclusively for temporary parking by invitees of either Owner or occupants of Dwellings.

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.

Section 3.3. Additional Property. If Declarant adds Additional Property to the Property, as is provided in Article 12.2 hereof, the Owners of the Lots within the additional properties, including Declarant, shall be Members and accorded the voting rights provided in Section 3.2.

ARTICLE IV

ASSESSMENTS AND PROCEDURE

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 maintenance 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 property 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 promote the recreation, health, safety and welfare of the Owners and for the improvement and maintenance of the Common Areas.

Section 4.3. Annual Assessments. The maximum initial annual assessment for each Lot shall be Three Hundred and Fifty Dollars (\$350.00). 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.

Section 4.7. Credit for Expenditures. Notwithstanding the foregoing, monies expended by the Declarant during any assessment period in improving, maintaining and operating the Common Areas shall be applied as credits to the sums otherwise owed by the Declarant to the Association hereunder as annual maintenance 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. Initial Board of Directors. The initial Board shall be Larry Shaver, Edmond Carlson and Don Cies, or replacements selected by Declarant, who shall be authorized to elect officers as provided in the By-Laws. The initial Board shall serve until the first meeting of the Members after the commencement date of annual assessments.

Section 4.11. 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 and occupied by other Owners, and send written notice thereof to all Owners, including Owners of unoccupied Lots, 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 4.12. Exemption from Assessments. All Common Areas are exempt from assessments.

ARTICLE V

COOPERATIVE AGREEMENT

Section 5.1. Cooperative Agreement. The Board shall enter into an agreement with Summit Association and grant the Members of that Association the right to enjoy Block K of the Plat, same being part of the Lake, and, in exchange therefor, reserve the right for the Members to enjoy the Main Portion of the Lake and the Walkways, subject to the rules promulgated by Summit Association.

ARTICLE VI

COMMON DRIVE

Section 6.1. Common Drive. The Common Drive shall be a private driveway for the exclusive use of the Owners of the Common Drive Lots, 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 Common Drive at any time. Without limiting the generality of the foregoing, there shall be no parking or standing of vehicles on the Common Drive. The Common Drive shall be maintained, and, if necessary, replaced at the equal expense of the Owners of the Common Drive Lots.

Section 6.2. Association Rights/Responsibility. The Association shall have no interest in the Common Drive, and shall have no responsibility for maintaining it.

ARTICLE VII

ARCHITECTURAL COMMITTEE

Section 7.1. Review. No building, fence, wall, walk, driveway or other structure or improvement 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 the Declarant, until the Declarant resigns or is dissolved, and 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 such 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 7.2. Fees. No fee shall ever be charged by the Architectural Committee or by the Association for the review specified in Section 7.1, or for any waiver or consent provided for herein.

Section 7.3. Proceeding With Work. Upon receipt of approval as provided in Section 7.1, 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 7.1.

Section 7.4. 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 VIII

PLANNED UNIT DEVELOPMENT

Section 8.1. Final Site Development Plan Compliance. The Property is being developed pursuant to the City of Norman ordinances and subdivision regulations relating to Planned Unit Developments. In this connection, Declarant has caused to be filed with the City of Norman a Final Site Development Plan. All construction within the Property, including, but not limited to, building location, driveways and curb cuts, shall comply with the Final Site Development Plan and the ordinances and subdivision regulations of the City of Norman, the terms and provisions of which are incorporated herein by this reference.

Section 8.2. Easements. The Final Site Development Plan establishes a zero lot line on one side of each Lot, which permits construction of a dwelling on that Lot to abut the side lot line. By virtue of such construction, it is anticipated that there may be overhangs of eaves or veneers from one Lot (the "Dominant Lot") onto the other Lot (the "Subservient Lot") at the zero lot line. It is further anticipated that the Owner of the Dominant Lot may need access to the Subservient Lot to repair,

replace or maintain the dwelling on the Dominant Lot. In order to accommodate these minor encroachments and access, there is hereby established a perpetual easement of three (3) feet on the Subservient Lot so as to permit such overhangs, minor encroachments and access for repair, replacement or maintenance, in favor of the Owner of the Dominant Lot; provided, however, such easement shall not permit water runoff from the roof of one dwelling to fall on the easement without written approval of the Owner of the Subservient Lot.

ARTICLE IX

EXTERIOR MAINTENANCE

Section 9.1. Responsibility. Each Owner shall be responsible for the exterior and interior maintenance of the Dwelling located on their Lot, and said Owner shall keep the roofs; gutters, downspouts of the Dwelling and the lawns and plantings within the Lot in good repair and condition at all times.

Section 9.2. Board's Right - Special Assessment. In the event any Owner in the opinion of the Board has failed to maintain the exterior of the Dwelling, as aforesaid, the Board shall give the Owner notice in writing of the deficiencies. The Owner shall have thirty (30) days within which to cure the deficiencies. Should the Owner fail to cure the deficiencies in thirty (30) days, the Board shall be authorized to have the work performed at the expense of the Owner. There shall be added to the actual cost of the work fifteen percent (15%) to cover the administrative expense of the Board. In such event, at the conclusion of the performance of the work, the Board shall notify the Owner of the cost of performing the work, and if the Owner does not pay within fifteen (15) days, said cost shall be deemed an unpaid special assessment under Article 4.8 hereof, and shall be a lien on the Property and subject to all collection rights therein provided.

Section 9.3. Access at Reasonable Hours. For the sole purpose of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day, except Sunday or a legal holiday.

ARTICLE X

PARTY WALLS

Section 10.1. General Rules of Law to Apply. In some instances, walls which are built as a part of the original construction of the homes upon the Property and placed on a dividing line between Lots will be common walls, and those so constructed shall constitute a "Party Wall", and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 10.2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make use of the Party Wall in proportion to such use.

Section 10.3. Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, any Owner who has used the Party Wall may restore it, and if the other Owners thereafter make use of the Party Wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 10.4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements, and the entire responsibility for damage in the meantime resulting from the lack of such protection.

Section 10.5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to and run with the land, and shall pass to such Owner's successors in title.

ARTICLE XI

GENERAL RESTRICTIONS

Section 11.1. Land Classification. All Lots within the Property are hereby classified as Single-Family Lots, i.e., each Lot shall be used exclusively for a single family residential dwelling of not to exceed two and one-half (2½) stories. Each Dwelling on a Lot shall have a two (2) car garage. Alley Lots may have a three (3) car garage. No occupation, profession, business, trade or other non-residential activity shall be conducted on any Lot or in any Dwelling.

Section 11.2. No Subdividing of Lots. No Lot shall contain more than one (1) Dwelling. No Lot may be divided into two or more Lots without the approval of the Architectural Committee, subject to the submission and approval of a revised Final Plat to the City of Norman. Individual Lots may be adjusted as to size, provided a Lot Line Adjustment has been approved by the City of Norman and filed for record in the office of the County Clerk of Cleveland County, Oklahoma.

Section 11.3. Garages. No garage shall ever be converted into a room or living area. Garages shall be used for the storage of vehicles. Open carports, unless specifically approved by the Architectural Committee, are prohibited.

Section 11.4. New Construction Only. All Dwellings shall be of new construction, and no Dwelling (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 11.5. Location of Dwelling. All Dwellings shall be located on the Lot facing the direction approved by the Architectural Committee.

Section 11.6. Easements and Drainage. Reserves for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded 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 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 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 11.7. Landscaping. Each Owner shall install, at their own cost, solid slab sod on the front and side portions of the Owner's Lot. Such solid slab sod shall be installed within thirty (30) days of the time of completion of the construction of the Dwelling. 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 wild grasses and flowers shall be prohibited.

Section 11.8. 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 neighborhood.

Section 11.9. 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 Alley or other easement reserved for utilities.

Section 11.10. Minimum Square Footage. All dwellings on the Property shall be at least one thousand two hundred (1,200) square feet. This minimum figure is for heated and cooled living space and is exclusive of garages, covered porches and breezeways.

Section 11.11. Air Conditioners. No window type air conditioners shall be permitted in Dwellings or Detached Structures.

Section 11.12. Trash Receptacles. Trash receptacles shall not be either Visible from Neighboring Property or Visible from the Street, and shall be placed at the rear of the residence or screened from view with a brick wall matching the brick on the residence of not less than four (4) feet nor more than six (6) feet in height.

Section 11.13. Utility Lines. All service lines for telephone, cable TV and other utility services shall be kept underground.

Section 11.14. Animals. No animals, fish, reptiles or fowl, other than a reasonable number of generally recognized house 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 dog runs or kennel pens shall be permitted. 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 Board 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. The Association shall be permitted to promulgate further rules restricting the size, number and variety of house pets, areas where pets are permitted within the Property and issues related to cleanliness of the areas where pets are permitted.

Section 11.15. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than six (6) square feet advertising the Lot for sale or rent, 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 11.16. 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 11.17. 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 11.18. Roof. All roofs must be of a minimum of 10/12 pitch. Roofing materials shall be composition shingles of a weathered wood color and of a quality and brand approved by the Architectural Committee.

Section 11.19. Exposed Stems. No exposed stems or grade beams on the front of any structure will be permitted.

Section 11.20. 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, unless approved by the Architectural Committee.

Section 11.21. Exterior of Dwellings. The principal exterior of any Dwelling (consisting of the first ten [10] feet in height) on the Property shall be at least seventy-five percent (75%) brick or masonry, and the other twenty-five percent (25%) of the exterior may be of frame, wood, masonite-type siding or other material which will blend with the brick or masonry, as approved by the Architectural Committee. The brick used shall be the same as that used on the Perimeter Fence, with any substitution requiring the approval of the Architectural Committee. It is the intention of this restriction to allow use of 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 Dwelling be built of any material other than brick or masonry, unless approved by the Architectural Committee. Notwithstanding the foregoing, native stone, cast stone or dark paving brick may be used as masonry trim, if approved by the Architectural Committee. All chimneys shall be of brick or masonry construction. No exposed frame or steel flue chimneys shall be allowed. All exterior trim and doors shall be painted colors approved by the Architectural Committee. All windows shall be white anodized aluminum frame, with dividers, using thermal pane glass with built-in thermal break.

Section 11.22. Vehicles and Storage. No vehicles, boats, trailers or campers are to be parked or stored on any Lot, the street adjacent thereto or the Visitor Parking Area (with the exception set forth in Section 2.11). Owner's vehicles shall be parked in garages; driveways are not to be used for parking of vehicles or storage areas for such items as boats, trailers, lumber, recreational vehicles, motor homes, 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 Trucks 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 11.23. Vent Pipes. All vent pipes are to be kept at a minimum height, and shall be of such materials or be painted to blend with the roof.

Section 11.24. Storage 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 11.25. 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 11.26. Sidewalk Installation. Each Owner shall install, at Owner's cost, four (4) feet 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 Dwelling, or within one (1) year from the acquisition of the Lot by the Owner, 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. In the event the sidewalk is damaged, the Owner of the Lot where the sidewalk is located shall immediately repair or replace it. The sidewalks installed by Declarant in the Common Areas shall be maintained by the Association.

Section 11.27. Treehouses 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 11.28. Fences. All fences, other than any fence built by the Declarant, shall be constructed of the same brick used on the Dwellings. Courtyard walls shall be considered fences for the purposes of this Section. No fence shall be permitted on the Lake Lots parallel to the Lake Fence, unless same is approved by the Architectural Committee. No fences, of any kind, shall be installed without Architectural Committee approval. No gates or other penetrations shall be made in the Lake Fence or Perimeter Fence without written consent of the Board.

Section 11.29. 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.

Section 11.30. Vacant Lots. No trash, refuse, caves or tree houses are to be placed, constructed or stored on any vacant Lot.

Section 11.31. Athletic Equipment. No athletic goals and equipment shall be erected or maintained on any Lot so as to be Visible from the Street.

Section 11.32. Mailboxes. Mailboxes shall be constructed of a material and style selected by the Architectural Committee. The Architectural Committee shall have the right to determine the location of all mailboxes on the Lot and whether same shall be common or individual.

Section 11.33. Alleys. No structures may be constructed on any Alley shown on the Plat, nor may anything be stored temporarily or permanent on any such Alley. The Alleys shall be kept open at all times to permit ingress and egress for the Dwellings on the Alley Lots.

ARTICLE XII

INSURANCE

Section 12.1. Owner's Responsibility. Each Owner shall be responsible for purchasing fire and extended coverage insurance upon the Dwelling constructed upon the Owner's Lot in an amount equal to at least eighty percent (80%) of the fair market value of the Dwelling and Lot.

Section 12.2. Association's Responsibility. The Association has no responsibility for obtaining insurance upon the Property, but shall acquire public liability insurance on the Common Areas.

Section 12.3. Certificate of Insurance. The Association shall have the right to request insurance certificates from the Owner's insurance companies from time to time, to verify the existence of the insurance required under Section 12.1.

ARTICLE XIII

GENERAL PROVISIONS

Section 13.1. 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 award of a reasonable attorney fee to be paid by the other party.

Section 13.2. Annexation. In addition to the annexation of lands elsewhere provided in this Article XIII, additional adjacent or abutting lands may be annexed by the Declarant without the consent of Members within twenty (20) years of the date of this instrument, 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 to 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 13.3. Supplementary Declaration. The additions authorized under this Article shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions (herein called "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 added properties, 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 13.4. 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 of ten (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 by the Secretary of the Association of an affidavit certifying that the amendment passed the requisite vote at a meeting of the Members.

Section 13.5. 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 13.6. 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 5 day of August, 1999.

SUMMIT LAKES, L.L.C.

By: CIES PROPERTIES, INC., MANAGER

By: [Signature]
Don Cies, President

By: McSHA PROPERTIES, INC., MANAGER

By: [Signature]
Edmond Carlson, President

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF CLEVELAND)

The foregoing instrument was acknowledged before me this 5 day of August, 1999, by Don Cies, President of Cies Properties, Inc., Manager of Summit Lakes, L.L.C., and Edmond Carlson, President of McSha Properties, Inc., Manager of Summit Lakes, L.L.C.

[Signature]
Notary Public

My commission expires 15/02/02
NOTARY PUBLIC
in and for
State of
Oklahoma
OFFICIAL SEAL
Angela Michener
Cleveland County
Commission Expires Feb. 16, 2002