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DECLARATION OF COVENANTS AND RESTRICTIONS

CAMBRIDGE NO. 1 ADDITION

THIS DECLARATION made this 1st day of March, 1984, by CAMBRIDGE DEVELOPMENT CORPORATION, hereinafter called "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property, herein called the "Existing Property," in the City of Norman, County of Cleveland, State of Oklahoma, which is more particularly described as:

Cambridge No. 1 Addition, A Residential Subdivision, as shown by the recorded plat thereof filed concurrently with this Declaration.

WHEREAS, Declarant desires to create a residential community on the Existing Property with the open spaces, water detention facility, and other common facilities for the benefit of the said community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in such community and for the maintenance and improvement of said open spaces and other common facilities now existing or hereafter erected thereon; and, to this end, desires to subject the Existing Property together with such additions as may hereafter be made thereto, as provided in Article VII, to the covenants, restrictions, easements, charges and liens hereinafter set forth, herein sometimes collectively referred to as the "covenants and restrictions," each and all of which are for the benefit of such 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 community properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and,

WHEREAS, Declarant has therefore incorporated under the laws of the State of Oklahoma, as a non-profit corporation, CAMBRIDGE HOMEOWNERS ASSOCIATION, for the purpose of exercising the functions aforesaid;

AND DECLARANT FURTHER DECLARES that the Existing Property and such additions thereto as may hereafter be made pursuant to Article VII hereof, 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 the dominant tenement.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in the Declaration or any Supplemental Declaration (unless the context shall

Revised provisions from Appendix

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CORRECT CLERK

prohibit) shall have the following meanings:

1.1 "The Properties" shall mean the "Existing Property" described in the preamble above, together with all additions thereto which are the subject of any Supplementary Declaration filed under the provisions of Article VII hereof.

1.2 "Open Space" shall mean those areas of land so designated on any recorded subdivision plat of The Properties.

1.3 "Lot" shall mean those areas of land so designated on any recorded subdivision plat of The Properties.

1.4 "Street" shall mean any street, cul-de-sac, alley, lane, drive, way, avenue, boulevard, court, circle, place, manor, terrace or other road intended for automobile traffic, as shown on any recorded subdivision plat of The Properties.

1.5 "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.

1.6 "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

1.7 "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.

1.8 "Association" shall mean and refer to CAMBRIDGE HOMEOWNERS' ASSOCIATION.

1.9 "Board" shall mean the Board of Directors of the Association.

1.10 "Articles" shall mean The Articles of Incorporation of the Association filed in the office of the Secretary of State of the State of Oklahoma, as such Articles may from time to time be amended.

1.11 "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.

1.12 "Rules" shall mean the rules of the Association adopted by the Board, as they may be in effect from time to time pursuant to the provisions hereof.

1.13 "Occupancy" of any Lot shall mean that point in time when the first member of the Owner's family or anyone authorized by the Owner moves into the residential unit located thereon.

1.14 "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.

1.15 "General Plan" shall mean the General Plan of Development.

-3-

1.16 "Supplementary Declaration" shall mean a Supplementary Declaration of Covenants and Restrictions, as specified in Section 7.4 below.

1.17 "Declarant" shall mean Cambridge Development Corporation.

1.18 "Front Porch" shall mean an area adjacent to the front door covered to a minimum depth of three feet.

1.19 "Roof Pitch" shall mean the distance traveled by the roof vertically in proportion to the distance traveled horizontally.

## ARTICLE II

### GENERAL RESTRICTIONS

2.1 All lots in said subdivision are hereby designated as residential building plots. No structure shall be erected, altered, placed or permitted to remain on any such residential building plot other than one detached single family dwelling, not to exceed two and one-half stories in height, and a private garage for not less than two and for not more than three automobiles, and other outbuildings incidental to residential use of the plot.

2.2 No building shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished grade elevation, by a committee composed of Kaiser Aziz, Pintu Khan and Ken Reece, or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member, or members, shall have full authority to designate a successor or successors. In the event said committee, or its designated representative, fails to approve or disapprove, within thirty (30) days, any plans and specifications submitted to it, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this covenants shall be deemed to have been fully observed and complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee to restore to it any of its powers and duties.

2.3 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 property owner's responsibility; and it shall

be the responsibility of the property owner to (a) keep the easements, channels and swales free of any structure, planting or other material which may change the direction of flow, or obstruct or retard the flow of surface water in the channels or swales whether they be in easements or contained on the individual property owner's lot, and (b) to provide continuous maintenance of the improvements in the easements or of the channels or swales, except for the improvements for which a public authority, utility company, or property owner's maintenance association is responsible.

2.4 No dwelling shall be erected or placed on any residential building plot which has an area of less than 6,300 square feet, nor shall any such dwelling be erected or placed on any such plot having a width of less than 60 feet at the front minimum building set back line.

2.5 The total floor area of the main structure, exclusive of one story open porches and garage, on any residential building plot, shall be not less than 1,350 square feet. In the case of a dwelling of more than one story, the ground floor living area shall be at least 800 square feet.

2.6 Each main structure constructed on any residential building plot shall have at least 50% brick or stone veneer on the exterior walls below the ceiling joists on the first floor.

2.7 Each residence must have a fireplace.

2.8 No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any residential plot nearer than 25 feet to the front lot line, or further than 35 feet from the front lot line, or nearer to the rear lot line than permitted by city ordinances. No dwelling shall be located nearer than 5 feet to a side lot line, provided that detached garages or other outbuildings 60 feet or more to the rear of the front building line may be located not closer than 4 feet to a side lot line. In no event shall the distance between residential buildings be less than 10 feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a 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.

2.9 Each residence must have a roof with a pitch of no less than 5:12.

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

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

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

2.13 No detached garage or other outbuilding shall be permitted in any easement reserved for utilities.

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

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

2.16 All residences shall be of new construction, and no residence may be moved from another area into this subdivision. Mobile homes of any kind shall not be allowed to be placed or parked, either permanently or temporarily, on any lot.

2.17 All houses are to face the front of the lot, except that, in case of corner lots, the house may face the street on the side of the lot.

2.18 Building materials shall not be placed on any lot until construction is to begin, and construction work on any building shall be completed within one year from commencement of construction.

2.19 Sidewalks adjacent to the property as required by the City of Norman will be installed by the Builder at his expense by January 31, 1986.

2.20 Driveways and front yards in front of the building setback line shall not be used for storage of boats, trailers, campers, house trailers, mobile homes, motor homes, airplanes or motor vehicles exceeding 3/4 ton capacity in size.

2.21 The continuous parking within the subdivision or on the streets within the subdivision, visible from any point within the subdivision, of trucks over 3/4 ton rated capacity, or delivery vans of any type, or trucks designed for hauling gasoline or other petroleum products, or any type of size of truck or other commercial vehicle having an advertising sign or the name of a firm, business or corporation affixed or painted thereon, except station wagons, is prohibited.

### ARTICLE III

#### PROPERTY RIGHTS IN THE OPEN SPACES

3.1 Members' Easements of Enjoyment. Subject to the provisions of Section 3.3, every Member shall have a right and easement of enjoyment in and to the Open Spaces which shall be appurtenant to and shall pass with the title to every Lot.

3.2 Title to Open Spaces. The Declarant may retain the legal title to the Open Spaces or any part thereof until such time as the Declarant has complete improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same; but, notwithstanding any provision herein, the Declarant hereby covenants that, Declarant shall convey to the Association all of the Open Spaces within the Existing Property free and clear of all liens and encumbrances, not later than July 1, 1989.

3.3 Limitations Upon Owners' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

-6-

3.3.1 The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Open Spaces and in aid thereof to mortgage those portions of the Open Spaces 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 Open Space 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.

3.3.2 Except as provided in Section 3.3.1, above, the right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

3.3.3 The right of the Association, as provided in its Articles 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 its published Rules; and

3.3.4 The right of the Association to charge the Members reasonable admission and other fees for the use of the Open Spaces; and,

3.3.5 The right of the owner of the legal title to the Open Spaces to convey to any public agency, authority, or utility, easements for drainage or underground utility purposes across any part of the Open Spaces, provided that the proposed design and location of each such drainage and underground utility facility be first submitted in writing to and approved by the Architectural Committee's approval shall be in writing, and may be qualified upon the satisfaction of specified conditions, but further provided that in the event the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans have been submitted to it, or in any case, if no suit to enjoin the construction of the proposed facility has been commenced prior to the completion thereof, approval will not be required and this condition will be deemed satisfied; and,

3.3.6 The right of the Association to dedicate or convey all or any part of the Open Spaces to which it has acquired legal title to any public agency, authority, or utility for such purposes other than those specified in Section 3.3.5 above, 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 therefor will be sought is sent to every member at least ninety (90) days in advance of such meeting.

3.4 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 purchase who reside on such Owner's Lot.

#### ARTICLE IV

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 4.1 Membership. Every entity who is purchasing on contract or is a record owner of a fee or undivided interest in any lot covered by this Declaration and any future declaration concerning all or any of the Property and is subsequently included which is subject to the covenants of record and to assessment by the association shall be a member of the association. The foregoing is not intended to include persons or entities who hold an interest merely in security for the performance of an obligation.

4.1.1 After the effective date of voting each lot shall be entitled to one vote. Declarant will retain absolute and complete control of the business affairs of the Association until midnight, January 31, 1986, at which time Declarant will relinquish all control over the Association and the Association shall be responsible for the conduct of its own business per vote of the membership as set forth above. Declarant may release and relinquish its control of the Association at any time prior to January 31, 1986, by notification of all then existing Members of the Association. Said notice shall be given by certified mail, mailed to the address shown in the records of the County Treasurer for purposes of notification of property taxes.

4.2 Additional Property. If Declarant adds additional property to the Existing Property, as is provided in Article VII hereof, the Owners of the Lots within the additional properties, including Declarant, shall be members and shall be accorded the voting rights provided above.

ARTICLE V

ASSESSMENTS

Section 5.1 Covenant for Assessments. The Declarant, for each Lot owned within the Properties, 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 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, all as is more particularly provided in Section 4.8 and 4.9 below.

5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in The Properties and for the improvement and maintenance of the Open Spaces and to pay expenses made by the Association in accordance with its By-Laws. Only the Declarant shall be authorized to maintain or improve those parts of the Open Spaces to which the Declarant still holds legal title.

5.3 Basis and Maximum of Annual Maintenance Assessments.

5.3.1. Until the year beginning January 31, 1986, the annual maintenance assessment shall be \$30.00 per Lot.

5.3.2. From and after January 31, 1986, the maximum annual maintenance assessment may be increased by the Board each year not more than 10% above the annual maintenance assessment for the previous year without a vote of the membership;

provided that from and after the same date, the maximum annual maintenance assessment may be increased above 10% only with the consent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy, at a meeting duly called for this purpose.

5.3.3 The Board may fix th actual maintenance assessment for any such future year at a lesser amount.

Section 5.4 Special Assessments.

5.4.1 In addition to the annual maintenance assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Open Spaces, including fixtures and personal property related thereto.

5.4.2 All special assessments shall be established as a percentage of the actual annual maintenance assessment established for the same year, to be levied in addition thereto, and such percentage shall be the same for all assessed Lots, provided that special assessments shall never exceed fifty percent (50%) of the actual annual maintenance assessment for the same year and must receive the assent of either (a) as to proposed special assessments which do not exceed twenty-five percent (25%) of the actual annual maintenance assessment, two thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for the purpose, or (b) nine tenths (9/10) of such votes as to proposed special assessments in excess of such twenty-five percent (25%).

Section 5.5 Notice and Quorum for Any Action Authorized Under Sections 5.3.2 and 5.4.2. Written notice of any meeting called for the purpose of taking any action authorized under Section 5.3.2 or 5.4.2, shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to case sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at rhe preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 5.6 Date of Commencement of Assessments: Due Dates.

5.6.1 Annual Maintenance Assessments, Generally. 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.

The initial annual maintenance assessments shall be made for the balance of the then calendar year, and shall become due and payable on teh day fixed for commencement, and the annual maintenance assessments for any year after the first year shall become due and payable on the first day of March of said year, provided, however, that the Board may provide for the payment of such assessments in installments.

The amount of the annual maintenance assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual maintenance assessment determined in accordance with Section 5.3 hereof as the remaining number of months in that year bears to twelve. The same requirement in the amount of the annual maintenance assessment shall apply to the first such



assessment levied against any Lot which becomes subject to assessment at a time other than the beginning of any assessment period.

5.6.2 Special Assessments, Generally. As to all Owners who are Members, the due date of any special assessment established as provided for in Section 5.4 hereof, shall be fixed in the resolution of the Members authorizing such assessment, which may also authorize the payment of such assessment in installments.

5.6.3 Maintenance and Special Assessments: Commencement as to Each Owner. As to any owner other than the Declarant, liability for both annual maintenance assessments and special assessments shall begin when the Owner becomes a Member as provided in Section 3.1 above. Declarant shall become liable for assessments upon the commence thereof as provided in Sections 5.6.1 and 5.6.2 above, as to all Lots still owned by Declarant, but subject to the credits provided in Section 4.7 below.

Section 5.7 Credit for Expenditures.

5.7.1 Notwithstanding the foregoing, monies expended by the Declarant during any assessment period in improving, maintaining and operating the Open Space shall be applied as credits to the sums otherwise owned 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 5.8. Effect of Nonpayment of Assessments: Remedies of the Association. 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 prime rate of the Liberty National Bank and Trust Company of Oklahoma City, Oklahoma, plus 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 Property, 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 Open Spaces or by the abandonment of his Lot.

Section 5.9. 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 5.10 Exempt Property. All Open Spaces; all properties dedicated to and accepted by a local public authority and devoted to public use; and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Oklahoma shall be exempt from the assessments cre-

-10-

ated herein, provided, however, that no land or improvements devoted to dwelling use shall be exempt from such assessments.

Section 5.11. Duties of the Board. With respect to assessments, the Board shall:

5.11.1. 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,

5.11.2. 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,

5.11.3. 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.

## ARTICLE VI

### INSURANCE

Section 6.1. Owner's Responsibility. Each Owner shall be responsible for purchasing fire and extended coverage insurance upon the buildings constructed upon the Owner's Lot in an amount equal to at least 80% of the fair market value of the Lot, as improved.

Section 6.2. Association's Responsibility. The Association has no responsibility for obtaining insurance upon The Properties, but may, if it chooses, acquire public liability insurance on the Open Spaces.

Section 6.3. 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 6.1.

## ARTICLE VII

### GENERAL PROVISIONS

Section 7.1. 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 covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 7.2. Term and Amendments. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended

-11-

for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument, signed by the then Owners of ninety percent (90%) of the Lots, and thereafter by an instrument signed by the then Owners of seventy-five percent (75%) of the Lots. To become effective, any such amendment must be recorded.

Section 7.3. Annexation.

10.3.1. In addition to the annexation of lands elsewhere provided in this Article VII, additional adjacent or abutting lands may be annexed by the Declarant without the consent of Members within ten (10) 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 Existing Property and made available to every purchaser at the Declarant's office, \_\_\_\_\_, prior to such sale. The General Plan shall show the proposed additions to indication of size and location of the additional development of size and location of the additional development state or stages and proposed land uses in each; (2) the approximate size and location of Open Spaces 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 7.4. 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 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 7.5. Rearranging, Re-Subdivision or Replatting. No rearranging, re-subdividing or replatting of the Existing Property, or of any addition thereto addes as above provided, shall occur, except with the written consent of the owners of 90% of the Lots.

Section 7.6. Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within The Properties together with the covenants and restrictions established upon any other properties as one scheme. No such Merger or consolidation, however, shall effect any revocation, modification or addition to the covenants established by this Declaration or any Supplementary Declaration within The Properties.

Section 7.7. 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 7.8. Right to Assign. The Declarant by an appropriate instrument or instruments may assign or convey to any person or persons 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, and at any time or times in the same way and manner as though directly reserved them or it in this instrument.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this 1st day of March, 1984.

CAMBRIDGE DEVELOPMENT CORPORATION

BY: IT. Chasin Byly

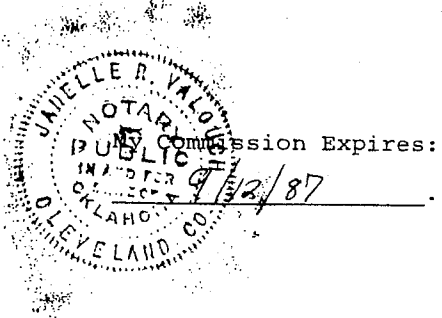


STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF CLEVELAND )

BEFORE ME, a Notary Public in and for said County and State, on this 1st day of March, 1984, personally appeared Kaiser Aziz, known to me to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

Janelle R. Valouch  
NOTARY PUBLIC



STATE OF OKLAHOMA  
CLEVELAND COUNTY  
FILED OR RECORDED

SEP 23 10 25 AM '92

PAT DODDSON  
COUNTY CLERK

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DECLARATION OF COVENANTS AND RESTRICTIONS

CAMBRIDGE NO. II THRU VI ADDITION

THIS DECLARATION made this 8 day of June, 1992  
by MCSHA PROPERTIES, INC., hereinafter called "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property, herein  
called the " Existing Property," in the City of Norman,  
County of Cleveland, State of Oklahoma, which is more  
particularly described as:

SEE ATTACHED EXHIBIT "A"

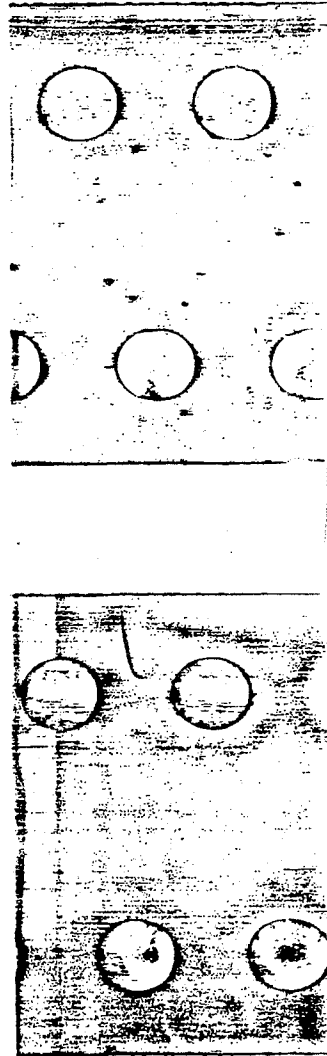
WHEREAS, Declarant desires to create a residential community  
on the Existing Property with the open spaces, water  
detention facility, drainage areas, and other common  
facilities for the benefit of the said community; and,

WHEREAS, Declarant desires to provide for the preservation of  
the values and amenities in such community and for the  
maintenance and improvement of said open spaces and other  
common facilities now existing or hereafter erected thereon:  
and, to this end, desires to subject the Existing Property  
together with such additions as may hereafter be made  
thereto, as provided in Article VII, to the covenants,  
restrictions, easements, charges and liens hereinafter set  
forth, herein sometimes collectively referred to as the  
"covenants and restrictions," each and all of which are for  
the benefit of such property and each owner thereof; and,

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

WHEREAS, Declarant has therefor incorporated under the laws  
of the State of Oklahoma, as a non-profit corporation,  
CAMBRIDGE II THRU VI, INC., for the purpose of exercising the  
functions aforesaid;

AND DECLARANT FURTHER DECLARES that the Existing Property and  
such additions thereto as may hereafter be made pursuant to  
Article VII hereof, 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 insure 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 the dominant tenement.

ARTICLE I  
DEFINITIONS

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

1.1 "The Properties" shall mean the "Existing Property" described in the preamble above, together with all additions thereof which are the subject of any Supplementary Declaration filed under the provisions of Article VII hereof.

1.2 "Open Space" shall mean those areas of land so designated on any recorded subdivision plat of The Properties, to include but not be limited to the Detention Pond, and Drainage Easements.

1.3 "Lots" shall mean those areas of land so designated on any recorded subdivision plat of The Properties.

1.4 "Streets" shall mean any street, cul-de-sac, alley, lane, drive way, avenue, boulevard, court, circle, place, manor, terrace or other road intended for automobile traffic, as shown on any recorded subdivision plat of The Properties.

1.5 "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, out buildings, tool sheds, kennels, cabanas, greenhouses and any temporary structures.

1.6 "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

1.7 "Owner" shall mean the record owner, whether one or more persons, of the fee simple title to any Lot, including contracts sellers, but shall not include Declarant, Builder, or a mortgage unless such mortgage 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.

1.8 "Association" shall mean and refer to CAMBRIDGE II THRU VI ADDITION .

1.9 "Board" shall mean the Board of Directors of the Association.

1.10 "Articles" shall mean The Articles of Incorporation of the Association filed in the Office of the Secretary of State of the State of Oklahoma, as such Articles may from time to time be amended.

1.11 "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.

1.12 "Rules" shall mean the rules of the Association adopted by the Board, as they may be in effect from time to time pursuant to the provisions hereof.

1.13 "Occupancy" of any Lot shall mean that point in time when the first member of the Owner's family or anyone authorized by the Owner moves into the residential unit located thereon.

1.14 "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.

1.15 "General Plan" shall mean the General Plan of Development.

1.16 "Supplementary Declaration" shall mean a Supplementary declaration of Covenants and Restrictions, as specified in Section 7.4 below.

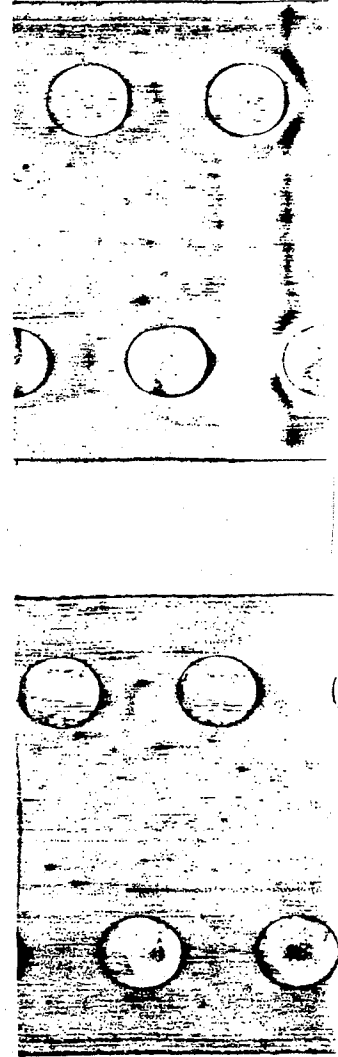
1.17 "Front Porch" shall mean an area adjacent to the front door covered to a minimum of three feet.

1.18 "Roof Pitch" shall mean the distance traveled by the roof vertically in proportion to the distance traveled horizontally.

1.19 "Detention Pond" shall mean those areas of land as designated in Exhibit "B".

1.20 "Drainage Area" shall mean those areas of land as designated in Exhibit "C".

1.21 "Member" shall be as defined in Section 4.1.



ARTICLE II  
GENERAL RESTRICTIONS

2.1 All lots in said subdivision are hereby designated as residential building plots. No structure shall be erected, altered, placed or permitted to remain on any such residential building plot other than one detached single family dwelling, not to exceed two and one-half stories in height, and a private garage for not less than two and for not more than three automobiles, and other out buildings incidental to residential use of the plot.

2.2 No building shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished grade elevation, by a architectural committee composed of Larry C. Shaver, Michael McClure, and Edmond Carlson, or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member or members, shall have full authority to designate a successor or successors. In the event said committee, or its designated representative, fails to approve or disapprove, within thirty (30) days, any plans and specifications submitted to it, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this covenants shall be deemed to have been fully observed and complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

2.3 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 obstructor retard the flow of water through drainage channels in the utility reserve. 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 public authority or utility company is responsible. All small drainage channels, emergency overflows, and other swales which are important to abutting properties, but are not a part of the drainage system maintained by public authority or utility company, shall be the property owner's



responsibility; and it shall be the responsibility of the property owner to (a) keep the easements, channels and swales free of any structure, planting or other material which may change the direction of flow, or obstruct or retard the flow of surface water in the channels or swales whether they be in easements or contained on the individual property owner's lot, and (b) to provide continuous maintenance of the improvements in the easements or of the channels or swales, except for the improvements for which a public authority, utility company, or property owner's maintenance association is responsible.

2.4 No dwelling shall be erected or placed on any residential building plot which has an area of less than 6,300 square feet, nor shall any such dwelling be erected or placed on any such plot having a width of less than 60 feet at the front minimum building set back line.

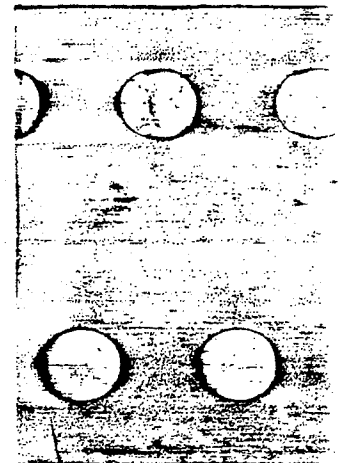
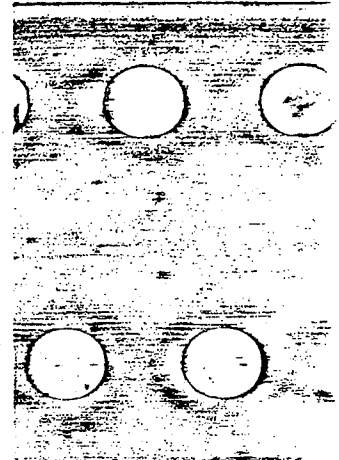
2.5 The total floor area of the main structure, exclusive of one story open porches and garage, on any residential building plot, shall be not less than 1,450 square feet. In the case of a dwelling of more than one story, the ground floor living area shall be at least 800 square feet. Each house will have two full bathrooms.

2.6 Each main structure constructed on any residential building plot shall have at least 50% brick or stone veneer on the exterior walls below the ceiling joists on the first floor.

2.7 Each residence must have a fireplace. All front yards will be sodded and a landscape allowance of \$300 be spent which is to include 1 (One) 2" diameter tree.

2.8 No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any residential plot nearer than 25 feet to the front lot line, or further than 35 feet from the front lot line, or nearer to the rear lot line than permitted by city ordinances. No dwelling shall be located nearer than 5 feet to a side lot line, provided that detached garage or other out buildings 60 feet or more to the rear of the front building line may be located not closer than 4 feet to a side lot line. In no event shall the distance between residential buildings be less than 10 feet. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

2.9 Each residence must have a roof with a pitch of no less than 6:12 with a Weatherwood shingle color.



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

2.11 No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently unless approved by the Declarants.

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

2.13 No detached garage or other out building shall be permitted in any easement reserved for utilities.

2.14 No animals, livestock or poultry of any kind shall be raised bred or kept on any lot, except that dogs, cats or other household pets may be kept, limited to no more than two of either, provided they are not kept, bred or maintained for any commercial purpose

2.15 No sign of any kind shall be displayed to the public view on any lot except one professional sign, that is approved by the architectural committee, one sign of not more than six square feet advertising the property for sale or rent, or signs used by the developer to advertise the property during the initial construction and sales period.

2.16 All residences shall be of new construction, and no residence may be moved from another area into this subdivision. Mobile homes of any kind shall not be allowed to be placed of parked, either permanently or temporarily, on any lot.

2.17 All houses are to face the front of the lot, except that, on the case of corner lots, the house may face the street on the side of the lot.

2.18 Building materials shall not be placed on any lot until construction is to begin, and construction work on any building shall be completed within one year from commencement of construction.

2.19 Sidewalks adjacent to the property as required by the City of Norman will be installed by the Builder at his expense before occupancy.

2.20 Driveways and front yards in front of the building shall not be used for storage of boats, trailers, campers, house trailers, mobile homes, motor homes, airplanes or motor

vehicles exceeding 3/4 ton capacity in size.

2.21 The continuous parking within the subdivision or on streets within the subdivision, visible from any point within the subdivision, of trucks over 3/4 ton rated capacity or delivery vans of any type, or trucks designed for hauling gasoline or other petroleum products, or any type of size of truck or other commercial vehicle having an advertising sign or the name of a firm, business or corporation affixed or painted thereon, except station wagons, is prohibited.

ARTICLE III  
PROPERTY RIGHTS IN THE OPEN SPACES

3.1 Members' Easements of Enjoyment. Subject to the provisions of Section 3.3, every Member shall have a right and easement of enjoyment in and to the Open Space.

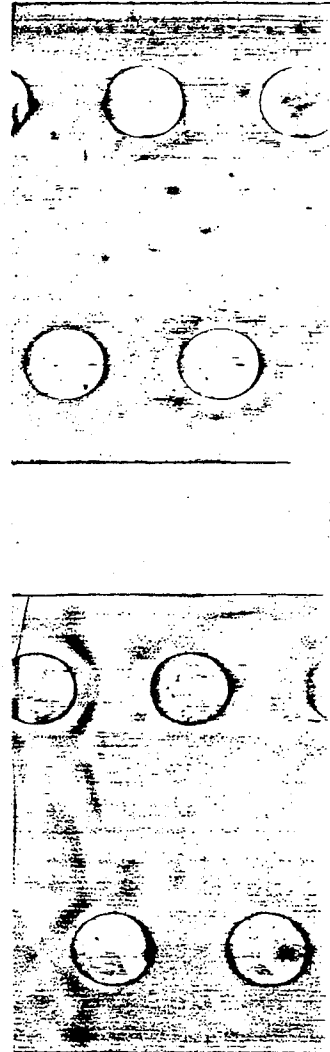
3.2 Open Space is composed of the Detention Pond, Drainage Channel & Easements and open landscaping along 48th as defined in Exhibit 'B'.

3.3 Title to Open Space. The Declarant may retain the legal title to the Open Space or any part thereof until such time as the Declarant has completed improvements thereon and until such time as, in the opinion of the Declarant at their sole discretion, the Association is able to maintain the same. Title will pass no later than when the last lot is sold in the last phase to be developed. Much of the improvement will take place as the southern acreage is developed. The developer plans to maintain title until all improvements are accomplished.

3.4 Limitations Upon Owners' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

3.4.1 The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Open Spaces and in aid thereof to mortgage those portions of the Open Spaces to which the Association has acquired legal title, providing, however, any mortgage shall provide that in the event of a default the mortgagee's rights there under as to any of such Open Space 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.

3.4.2 Except as provided in Section 3.3.1, above, the right of the Association to take such steps as are reasonably



necessary to protect the above described properties against foreclosure; and

3.4.3 The right of the Association, as provided in its Articles 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 its published Rules; and,

3.4.4 The right of the Association to charge the Members reasonable admission and other fees for the use of the Open Space; and,

3.4.5 The right of the owner of the legal title to the Open Space to convey to any public agency, authority, or utility, easements for drainage, storm water detention pond area or underground utility purposes across any part of the Open Space, provided that the proposed design and location of each such drainage and underground utility facility be first submitted in writing to and approved by the Architectural Committee. The Architectural Committee's approval shall be in writing, and may be qualified upon the satisfaction of specified conditions, but further provided that in the event the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans have been submitted to it, or in any case, if no suit to enjoin the construction of the proposed facility has been commenced prior to the completion thereof, approval will not be required and this condition will be deemed satisfied; and,

3.4.6 The right of the Association to dedicate or convey all or any part of the Open Space to which it has acquired legal title to any public agency, authority, or utility for such purpose other than those specified in Section 3.4.5 above, 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 therefor will be sought is sent to every member at least ninety (90) days in advance of such meeting.

3.4.6 No structure or fence of any type will be constructed in the flood plain easement.

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

ARTICLE IV  
MEMBERSHIP AND VOTING RIGHTS  
IN THE ASSOCIATION

Section 4.1 Membership. Every entity who is purchasing on contract or is a record owner of a fee or undivided interest in any lot covered by this Declaration and any future declaration concerning all or any of the Property and is subsequently included which is subject to the covenants of record and to assessment by the association shall be a Member of the association. The foregoing is not intended to include persons or entities who hold an interest merely in security for the performance of an obligation.

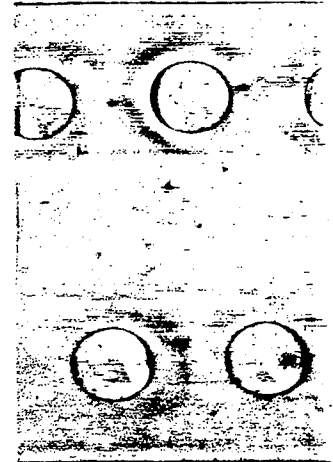
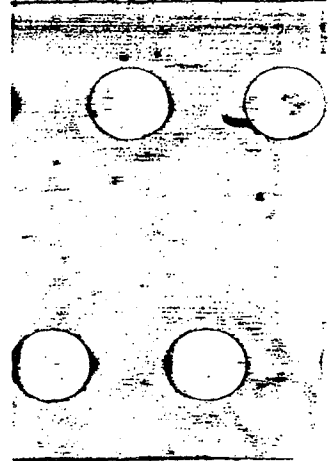
4.1.1 After the effective date of voting each lot shall be entitled to one vote. Declarant will retain absolute and complete control of the business affairs of the Association until all lots in each phase are built upon. However Declarant may release and relinquish its control of the Association at any time prior to completion of each phase by notification of all then existing Members of the Association. Said notice shall be given by certified mail, mailed to the address shown in the records of the County Treasurer for purposes of notification of property taxes.

4.2 Additional Property. If Declarant adds additional property to the Existing Property, as is provided in Article VII hereof, the Owners of the Lots within the additional properties, including Declarant, shall be members if approved by the architectural committee and shall be accorded the voting rights provided above.

ARTICLE V  
ASSESSMENTS

Section 5.1 Covenant for Assessments. The Declarant, for each Lot owned within the Properties, 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 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, all as is more particularly provided in Section 5.8 and 5.9 below.

5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in The Properties and for the improvements and maintenance of the Open Spaces, Drainage Area, Detention Pond, Levy,



Drainage Easements, and to pay expenses made by the Association in accordance with its By-Laws. Only the Declarant shall be authorized to maintain or improve those parts of the Open Spaces to which the Declarant still holds legal title.

5.3 Basis and Maximum of Annual Maintenance Assessments.

5.3.1 Until the year beginning January 31, 1993, the annual maintenance assessment shall be \$50.00 per Lot.

5.3.2 From and after January 31, 1993, the maximum annual maintenance assessment may be increased by the Board each year not more than 10% above the annual maintenance assessment for the previous year without a vote of the membership; provided that from and after the same date, the maximum annual maintenance assessment may be increased above 10% only with the consent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy, at a meeting duly called for this purpose.

5.3.3 The Board may fix the actual maintenance assessment for any such future year at a lesser amount.

Section 5.4 Special Assessments.

5.4.1 In addition to the annual maintenance assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, cost of any construction, reconstruction, repair or replacement of capital improvements upon the Open Spaces, Drainage Area, Detention Pond, Drainage Easements, Levy, including fixtures and personal property related thereto.

5.4.2 All special assessments shall be established as a percentage of the actual annual maintenance assessment established for the same year, to be levied in addition thereto, and such percentage shall be the same for all assessed Lots, provided that special assessments shall never exceed fifty percent (50) of the actual annual maintenance assessment for the same year and must receive the assent of two thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for the purpose.

5.4.2 The Declarant nor the Builder shall not be made to pay any special assessments on any lots in his ownership at any time.

Section 5.5 Notice and Quorum for Any Action Authorized Under Sections 5.3.2 and 5.4.2. Written notice of any meeting called for the purpose of taking any action authorized under Section 5.3.2 or 5.4.2, shall be sent to all

Members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 5.6 Date of Commencement of Assessments: Due Dates.

5.6.1 Annual Maintenance Assessments, Generally. 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.

The initial annual maintenance assessments shall be made for the balance of the then calendar year, and shall become due and payable on the day fixed for commencement, and the annual maintenance assessments for any year after the first year shall become due and payable on the first day of March of said year, provided, however, that the Board may provide for the payment of such assessments in installments.

The amount of the annual maintenance assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual maintenance assessment determined in accordance with Section 5.3 hereof as the remaining number of months in that year bears to twelve. The same requirement is the amount of the annual maintenance assessment shall apply to the first such assessment levied against any Lot which becomes subject to assessment at a time other than the beginning of any assessment period.

5.6.2 Special Assessments, Generally. As to all owners, other than the Declarant and the Builder, who are Members, the due date of any special assessment established as provided for in Section 5.4 hereof, shall be fixed in the resolution of the Members authorizing such assessment, which may also authorize the payment of such assessment in installments.

5.6.3 Maintenance and Special Assessment: Commencement as to Each Owner. As to any owner other than the Declarant, liability for both annual maintenance Assessments and special assessments shall begin when the Owner becomes a Member as provided in Section 3.1 above.

Section 5.7. Effect of Non-payment of Assessments: Remedies of the Association. 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 prime rate of the Liberty National Bank and Trust Company of Oklahoma City, Oklahoma, plus 4%, and the Association may bring an act of law against the Owner personally obligated to pay the same or foreclose the lien against the Property, 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 action. No Owner may waive or otherwise escape liability for the assessments provide for herein by non-use of the Open Space, Detention Pond, Drainage Areas, or by the abandonment of his Lot.

Section 5.8. 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 lien 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 5.9 Exempt Property. All Open Spaces, Detention Pond, Drainage Areas, and all properties dedicated to and accepted by a local public authority and devoted to public use; and all properties owned by Declarant or a Builder; and all properties owned by a charitable or non-profit organization that are exempt from taxation by the laws of the State of Oklahoma shall be exempt from the assessments created herein, provided, however, that no land or improvements devoted to dwelling use shall be exempt from such assessments.

Section 5.10. Duties of the Board. With respect to assessments, the Board shall:

5.11.1. Fix the Commencement date for annual assessments against all Lots then owned by and occupied by Owners, and send written notice thereof to all Owners, including Owners of unoccupied Lots, the Declarant and Builders at least thirty (30) days before such commencement date; and,

5.11.2 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,

5.11.3 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.

ARTICLE VI  
INSURANCE

Section 6.1 Owner's Responsibility. Each Owner shall be responsible for purchasing fire and extended coverage insurance upon the building constructed upon the Owner's Lot in an amount equal to at least 80% of the fair market value of the Lot, as improved.

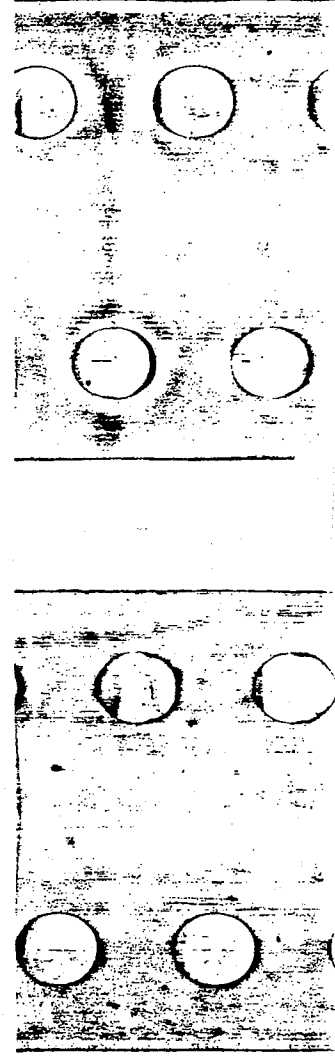
Section 6.2 Association's Responsibility. The Association has no responsibility for obtaining insurance upon The Properties, but may, if it chooses, acquire public liability insurance on the Open Space.

Section 6.3 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 6.1.

ARTICLE VII  
GENERAL PROVISIONS

Section 7.1 Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, 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 covenants or restrictions herein contained shall in event be deemed a waiver of the right to do so thereafter.

Section 7.2 Term and amendments. The covenants and restrictions of this Declaration shall run with and bind the land, 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 an instrument, signed by the then



Owners of ninety percent (90%) of the Lots, and thereafter by an instrument signed by the then Owners of seventy-five percent (75%) of the Lots, To become effective, any such amendment must be recorded.

Section 7.3 Annexation.

7.3.1 In addition to the annexation of lands elsewhere provided in these Article VII, additional adjacent or abutting lands may be annexed by the Declarant without the consent of Members within ten (10) 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 Existing Property and made available to every purchaser at the Declarant's office, prior to such sale. The General Plan shall show the proposed additions to indication of size and location of the additional development of size and location of the additional development stage or stages and proposed land uses in each; (2) the approximate size and location of Open Spaces 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 land shown thereon.

Section 7.4 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 the 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 7.5 Rearranging, Re-Subdividing or Replatting. No rearranging, re-subdividing or re-platting of the Existing Property, or of and addition thereto added as above provided, shall occur, except with the written consent of the Declarant.

Section 7.6 Lake Lots. The lots that border on the lake shall be deemed to have Riparian Rights to the use of the lake and may with the written approval of the Architectural Committee construct a boat dock or fishing dock directly behind their dwelling upon the lake. This dock may not extend in to the lake more than ten feet and may not be greater than ten feet in length. The dock must observe all

governmental regulations and the combination of boat and dock may not extend into the water more than fifteen feet from the shoreline.

Section 7.7 Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within The Properties together with the covenants and restrictions established upon any other properties as one scheme. No such Merger or consolidation, however, shall effect any revocation, modification or addition to the covenants established by this Declaration or any Supplementary Declaration within The Properties.

Section 7.8 Severability. Invalidation or any of these covenants or restrictions by judgment or court order shall in no wise effect the remaining provisions which shall remain in full force and effect.

Section 7.9 Right to Assign. The Declarant by an appropriate instrument or instruments may assign or convey to any person or persons any or all of the rights, reservations, easements and privileges herein reserved by Declarant. 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, and at any time or times in the same way and manner as though directly reserved them or it in this instrument. Such assignment or conveyance shall not be made without the expressed and written agreement of the City of Norman.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 8 day of June, 1992.

CAMBRIDGE II THRU IV, INC.

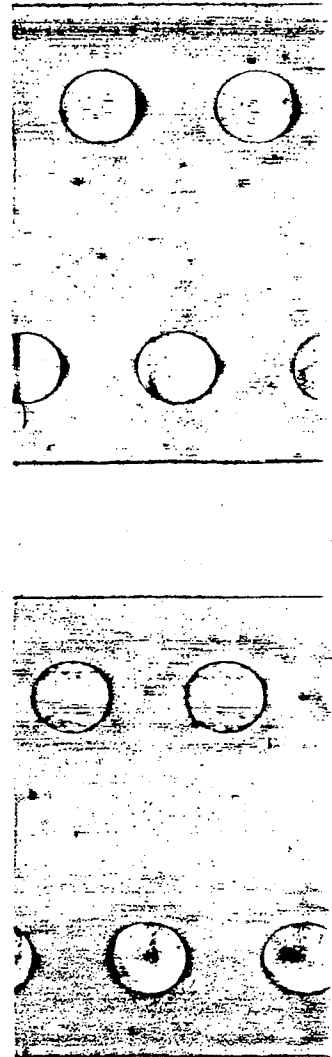
BY:

*Michael H. McClure*

Michael H. McClure, President



*Edmond Carlson*, Secretary



STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF CLEVELAND )

BEFORE ME, a Notary Public in and for the said County and State, on the 3 day of April, 1992, personally appeared \_\_\_\_\_, known to me to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its \_\_\_\_\_ President, and acknowledge to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

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

George E. Gault  
Notary Public

My Commission Expires:

6-30-93

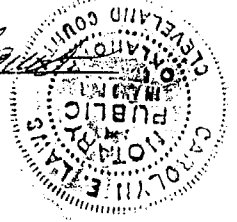


EXHIBIT ATract A

A part of the Southeast Quarter (SE 1/4) of Section Twenty-eight (28), Township Nine (9) North, Range Three (3) West of the Indian Meridian, Norman, Cleveland County, Oklahoma, more particularly described as follows: Commencing at the NE corner of said SE 1/4; thence S 00°14'37" E along the east line of SE 1/4 a distance of 1032.54 feet to the point or place of beginning; thence S 00°14'37" E and along the east line of said SE 1/4 a distance of 315.00 feet; thence S 89°45'23" W a distance of 1555.00 feet; thence N 00°14'37" W a distance of 30.94 feet; thence S 89°48'29" W a distance of 1083.76 feet to a point on the west line of said SE 1/4; thence N 00°11'31" W and along the west line of said SE 1/4 a distance of 1323.09 feet to the NW corner of said SE 1/4; thence N 89°55'06" E and along the north line of said SE 1/4 a distance of 734.28 feet; thence S 00°14'37" E a distance of 181.27 feet; thence N 89°45'23" E a distance of 23.30 feet; thence S 00°14'37" E a distance of 125.00 feet; thence S 89°45'23" W a distance of 20.00 feet; thence S 00°14'37" E a distance of 397.03 feet; thence S 39°17'30" E a distance of 245.68 feet; thence N 66°58'07" E a distance of 206.33 feet; thence S 00°14'37" E a distance of 240.70 feet; thence N 89°45'23" E a distance of 295.00 feet; thence N 00°14'37" W a distance of 16.96 feet; thence N 89°45'23" E a distance of 1260.00 feet to the point or place of beginning. Said tract containing 37.48 acres more or less.

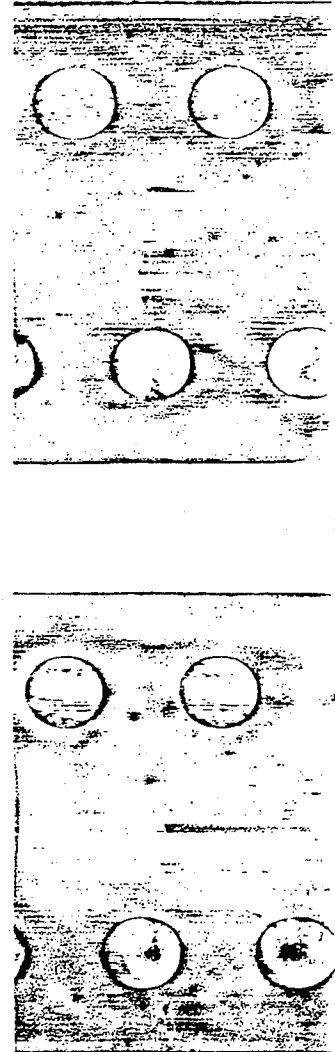


EXHIBIT 'p'  
LEGAL DESCRIPTION AND SKETCH OF  
DETENTION POND DEDICATION

A detention pond dedication in the SE 1/4, of Section 28, T9N, R3W, I.M., Norman, Cleveland County, Oklahoma. Said detention pond dedication being bounded by and more particularly described as follows:

Commencing at the NE corner of said SE 1/4; thence S 00° 14' 37" E, along the east section line of said SE 1/4, a distance of 1,347.54 feet; thence S 89° 45' 23" W a distance of 1,555.00 feet; thence N 00° 14' 37" W a distance of 30.94 feet; thence S 89° 48' 29" W a distance of 505.00 feet to the point of beginning (P.O.B.).

Thence along a curve to the left a distance of 743.41 feet. Said curve having a chord bearing of S 30° 53' 00" E, C = 708.36 feet,  $\Delta = 61° 22' 58"$ , R = 693.91 feet, T = 411.87 feet;

Thence S 61° 34' 29" E a distance of 128.00 feet;

Thence S 25° 45' 00" W a distance of 365.00 feet;

Thence N 84° 30' 00" W a distance of 892.37 feet to a point on the west 1/4 line of said SE 1/4;

Thence N 00° 11' 13" W along the west 1/4 line of said SE 1/4 a distance of 910.16 feet;

Thence N 89° 48' 29" E a distance of 573.64 feet;

Said dedication contains 17.266 acres more or less.\*

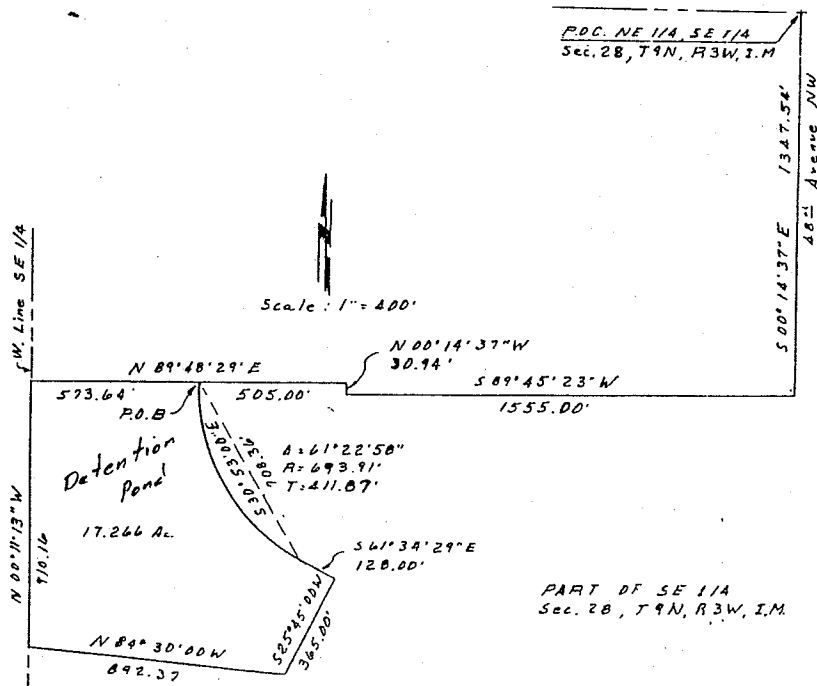
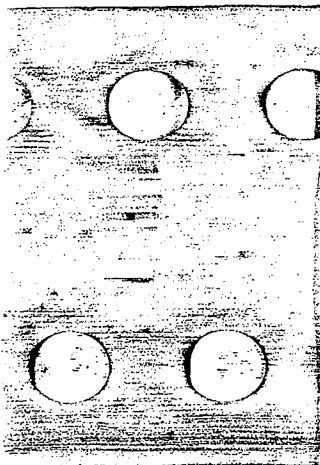
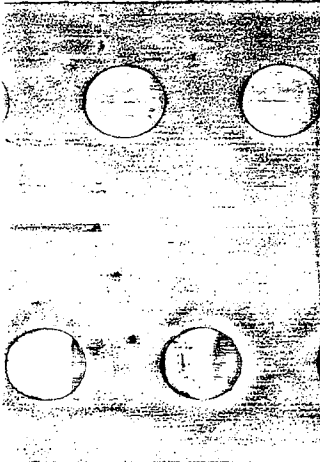


EXHIBIT "C"  
LEGAL DESCRIPTION AND SKETCH OF  
DRAINAGE DEDICATION

A drainage dedication in the SE 1/4, of Section 28, T9N, R3W, I.M., Norman, Cleveland County, Oklahoma, being more particularly described as follows:

Commencing at the NE corner of said SE 1/4; thence S 00° 14' 37" E, along the east section line of said SE 1/4, a distance of 1,367.54 feet; thence S 89° 45' 23" W a distance of 50.00 feet to the point of beginning (P.O.B.).

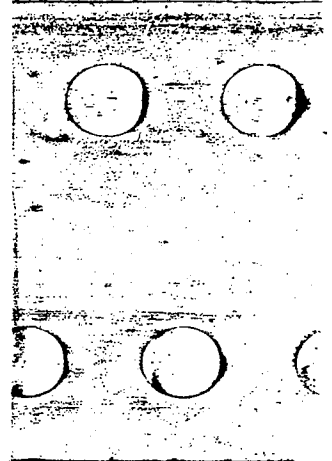
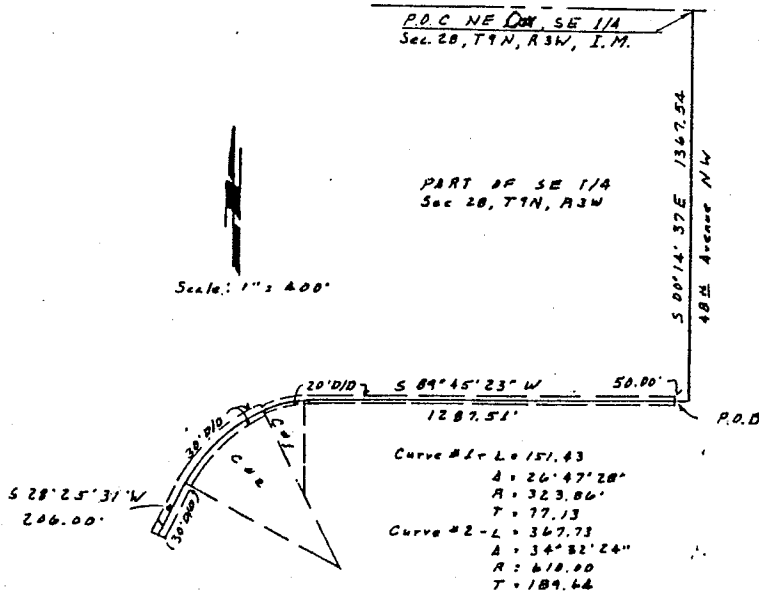
Thence, 20 feet wide drainage easement on both sides of a line (north & south) to the point of curvature (P.C.) of a curve, said line bearing S 89° 45' 23" W a distance of 1,287.51 feet;

Thence, 30 feet wide drainage easement on both sides of a line (north & south) along a curve to the left a distance 151.43 feet to a point of compound curvature (P.C.C.). Said curve having a Δ = 26° 47' 28", R = 323.86 feet and T = 77.13 feet;

Thence, 30 feet wide drainage easement on both sides of a line (north & south) along a curve to the left a distance 367.73 feet to a point of tangent (P.T.). Said curve having a Δ = 34° 32' 24", R = 610.00 feet and T = 189.64 feet;

Thence, 30 feet wide drainage easement on both sides of a line (north & south) bearing, S 28° 25' 31" W a distance of 206.00 feet;

All lying in the SE 1/4 of Section 28, T9N, R3W.



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STATE OF OKLAHOMA  
CLEVELAND COUNTY  
FILED OR RECORDED

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COUNTY CLERK

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BOOK 2749 PAGE 941

**DECLARATION OF COVENANTS AND RESTRICTIONS  
CAMBRIDGE NO. VII AND VIII ADDITION**

THIS DECLARATION made this 22 day of July, 1996 by  
MCSHA PROPERTIES, INC., hereinafter called "Declarant."

**W I T N E S S E T H:**

**WHEREAS**, Declarant is the owner of certain property, herein called the " Existing Property," in the City of Norman, County of Cleveland, State of Oklahoma, which is more particularly described as

**SEE ATTACHED EXHIBIT "A"**

**WHEREAS**, Declarant desires to create a residential community on the Existing Property with the open spaces, water detention facility, drainage areas, and other common facilities for the benefit of the said community; and,

**WHEREAS**, Declarant desires to provide for the preservation of the values and amenities in such community and for the maintenance and improvement of said open spaces and other common facilities now existing or hereafter erected thereon: and, to this end, desires to subject the Existing Property together with such additions as may hereafter be made thereto, as provided in Article VII, to the covenants, restrictions, easements, charges and liens hereinafter set forth, herein sometimes collectively referred to as the "covenants and restrictions," each and all of which are for the benefit of such property and each owner thereof; and,

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

**WHEREAS**, Declarant has therefor incorporated under the laws of the State of Oklahoma, as a non-profit corporation, **CAMBRIDGE VII AND VIII, INC.**, for the purpose of exercising the functions aforesaid;

**AND DECLARANT FURTHER DECLARES** that the Existing Property and



such additions thereto as may hereafter be made pursuant to Article VII hereof, 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 insure 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 the dominant tenement.

## ARTICLE I

### DEFINITIONS

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

1.1 **"The Properties"** shall mean the **"Existing Property"** described in the preamble above, together with all additions thereof which are the subject of any Supplementary Declaration filed under the provisions of Article VII hereof.

1.2 **"Open Space"** shall mean those areas of land so designated on any recorded subdivision plat of The Properties

1.3 **"Lots"** shall mean those areas of land so designated on any recorded subdivision plat of The Properties.

1.4 **"Streets"** shall mean any street, cul-de-sac, alley, lane, drive way, avenue, boulevard, court, circle, place, manor, terrace or other road intended for automobile traffic, as shown on any recorded subdivision plat of The Properties.

1.5 **"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, out buildings, tool sheds, kennels, cabanas, greenhouses and any temporary structures.

1.6 **"Person"** shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

1.7 "Owner" shall mean the record owner, whether one or more persons, of the fee simple title to any Lot, including contracts sellers, but shall not include a mortgage unless such mortgage 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.

1.8 "Association" shall mean and refer to CAMBRIDGE VII AND VIII ADDITION .

1.9 "Board" shall mean the Board of Directors of the Association.

1.10 "Articles" shall mean The Articles of Incorporation of the Association filed in the Office of the Secretary of State of the State of Oklahoma, as such Articles may from time to time be amended.

1.11 "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.

1.12 "Rules" shall mean the rules of the Association adopted by the Board, as they may be in effect from time to time pursuant to the provisions hereof.

1.13 "Occupancy" of any Lot shall mean that point in time when the first member of the Owner's family or anyone authorized by the Owner moves into the residential unit located thereon.

1.14 "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.

1.15 "General Plan" shall mean the General Plan of Development.

1.16 "Supplementary Declaration" shall mean a Supplementary declaration of Covenants and Restrictions, as specified in Section 7.4 below.

1.17 "Declarant" shall mean MCSHA PROPERTIES, INC..

1.18 "Front Porch" shall mean an area adjacent to the front door covered to a minimum of three feet.

1.19 "Roof Pitch" shall mean the distance traveled by the roof vertically in proportion to the distance traveled horizontally.

1.20 "Detention Pond" shall mean those areas of land as designated in Exhibit "B"

1.21 "Drainage Area" shall mean those areas of land designated in Exhibit "C"

1.21 "Member" shall be as defined in Section 4.1

**ARTICLE II  
GENERAL RESTRICTIONS**

2.1 All lots in said subdivision are hereby designated as residential building plots. No structure shall be erected, altered, placed or permitted to remain on any such residential building plot other than one detached single family dwelling, not to exceed two on and one-half stories in height, and a private garage for not less than two and for not more than three automobiles, and other out buildings incidental to residential use of the plot.

2.2 No building shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished grade elevation, by a committee composed of Larry C. Shaver, Michael McClure, and Edmond Carlson, or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member or members, shall have full authority to designate a successor or successors. In the event said committee, or its designated representative, fails to approve or disapprove, within thirty (30) days, any plans and specifications submitted to it, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this

covenants shall be deemed to have been fully observed and complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

2.3 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 reserve. 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 public authority or utility company is responsible. All small drainage channels, emergency overflows, and other swells which are important to abutting properties, but are not a part of the drainage system maintained by public authority or utility company, shall be the property owner's responsibility; and it shall be the responsibility of the property owner to (a) keep the easements, channels and swells 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 swells whether they be in easements or contained on the individual property owner's lot, and (b) to provide continuous maintenance of the improvements in the easements or of the channels or swells, except for the improvements for which a public authority, utility company, or property owner's maintenance association is responsible.

2.4 No dwelling shall be erected or placed on any residential building plot which has an area of less than 6,300 square feet, nor shall any such dwelling be erected or placed on any such plot having a width of less than 60 feet at the front minimum building set back line.

2.5 The total floor area of the main structure, exclusive of one story open porches and garage, on any residential building plot, shall be not less than 1,600 square feet. In the case of a dwelling of more than one story, the ground floor living area shall be at least 800 square feet.

2.6 Exterior of Structure. The principle 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 (30%) balance of the exterior may be of frame, wood, shingles or other material which blend together with the brick or masonry. It is the intention of this restriction to allow panels of other material other than brick or masonry to be used, in no event shall a continuing wall consisting of fifty percent (50) of the exterior of the residence is intended to restrict a substantial portion of the principal exterior of residence 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 chimney shall be allowed.

2.7 Each residence must have a fireplace.

2.8 No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any residential plot nearer than 25 feet to the front lot line, or further than 35 feet from the front lot line, or nearer to the rear lot line than permitted by city ordinances. No dwelling shall be located nearer than 5 feet to a side lot line, provided that detached garage or other out buildings 60 feet or more to the rear of the front building line may be located not closer than 4 feet to a side lot line. In no event shall the distance between residential buildings be less than 10 feet. For the purpose of this covenant, eaves, steps open porches shall not be considered as a part of a building, provided, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

2.9 Each residence must have a roof with a pitch of no less than 8:12 with Weatheredwood shingle color. Shingles to be Tanko Heritage II Shadow Line Series, Genstar Firehalt Shadowline, Elk Prestique II GAF Woodline, or equal as approved by the Architectural Committee if a variance in appearance is possible. Shingles to be 25 year 240 lb. per square weight with a "shadowline" shading manufactured into the shingle. Hip ridge shingles must be a high profile ridge shingle such as Elk Z-ridge or Dura-ridge with Weatherwood color.

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

2.11 No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently unless approved by the Declarants.

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

2.13 No detached garage or other out building shall be permitted in any easement reserved for utilities.

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

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

2.16 All residences shall be of new construction, and no residence may be moved from another area into this subdivision. Mobile homes of any kind shall not be allowed to be placed or parked, either permanently or temporarily, on any lot.

2.17 All houses are to face the front of the lot, except that, in case of corner lots, the house may face the street on the side of the lot.

2.18 Building materials shall not be placed on any lot until construction is to begin, and construction work on any building shall be completed within one year from commencement of construction.

2.19 Sidewalks adjacent to the property as required by the City of Norman will be installed by the Builder at his

expense before occupancy.

2.20 Driveways and front yards in front of the building setback line shall not be used for storage of boats, trailers, campers, house trailers, mobile homes, motor homes, airplanes or motor vehicles exceeding 3/4 ton capacity in size.

2.21 The continuous parking within the subdivision or on streets within the subdivision, visible from any point within the subdivision, of trucks over 3/4 ton rated capacity or delivery vans of any type, or trucks designed for hauling gasoline or other petroleum products, or any type of size of truck or other commercial vehicle having an advertising sign or the name of a firm, business or corporation affixed or painted thereon, except station wagons, is prohibited.

2.22 Landscaping. Each Owner shall install, at their own cost, solid slab sod on the front and side portions of the Owner's Lot, except 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 lawns, planting and maintaining of shrubs and trees. Front, side and back lawns consisting exclusively of un-mowed wild grasses and flowers shall be prohibited. An Architectural Landscape Design will be submitted to the Architectural Committee thirty (30) days before completion of any residence. Such design shall include a minimum of two (2) trees with a trunk diameter of no less than four (4) inches.

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

2.24 Air Conditioners. Any window type air conditioner installed shall be kept from view from the streets within the Addition, and shall not be visible from neighboring property.

2.25 Detention Pond. No person owning a lot that backs up to the Detention Pond shall install or allow to be installed a fence or any device that restricts the view of said Detention Pond in any way. Only Wrought Iron fencing shall be allowed along the Detention Pond side of the lot and

such fencing must be approved by the Architectural Committee before installation.

2.26 No Satellite dishes or exterior antennas, of any kind will be permitted.

2.27 All homes will have installed, before final construction is completed, a decorative brick mail box between the curb and the sidewalk. At no time will such structure be offensive to the overall appearance of the community. The decorative nature of such structure will be approved by the Architectural Committee.

### ARTICLE III

#### PROPERTY RIGHTS IN THE OPEN SPACES

3.1 Members' Easements of Enjoyment. Subject to the provisions of Section 3.3, every Member shall have a right and easement of enjoyment in and to the Open Space.

3.2 Title to Open Space. The Declarant may retain the legal title to the Open Space or any part thereof until such time as the Declarant has completed improvements thereon and until such time as, in the opinion of the Declarant at their sole discretion, the Association is able to maintain the same.

3.3 Limitations Upon Owners' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

3.3.1 The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Open Spaces and in aid thereof to mortgage those portions of the Open Spaces to which the Association has acquired legal title, providing, however, any mortgage shall provide that in the event of a default the mortgagee's rights there under as to any of such Open Space shall be limited to a right, after taking possession thereof, and without changing the character thereof, to change 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.



3.3.2 Except as provided in Section 3.3.1, above, the right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

3.3.3 The right of the Association, as provided in its Articles 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 its published Rules; and,

3.3.4 The right of the Association to charge the Members reasonable admission and other fees for the use of the Open Space; and,

3.3.5 The right of the owner of the legal title to the Open Space to convey to any public agency, authority, or utility, easements for drainage or underground utility purposes across any part of the Open Space, provided that the proposed design and location of each such drainage and underground utility facility be first submitted in writing to and approved by the Architectural Committee's approval shall be in writing, and may be qualified upon the satisfaction of specified conditions, but further provided that in the event the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans have been submitted to it, or in any case, if no suit to enjoin the construction of the proposed facility has been commenced prior to the completion thereof, approval will not be required and this condition will be deemed satisfied; and,

3.3.6 The right of the Association to dedicate or convey all or any part of the Open Space to which it has acquired legal title to any public agency, authority, or utility for such purpose other than those specified in Section 3.3.5 above, 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 therefor will be sought is sent to every member at least ninety (90) days in advance of such meeting.

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

**ARTICLE IV****MEMBERSHIP AND VOTING RIGHTS  
IN THE ASSOCIATION**

Section 4.1 Membership. Every entity who is purchasing on contract or is a record owner of a fee or undivided interest in any lot covered by this Declaration and any future declaration concerning all or any of the Property and is subsequently included which is subject to the covenants of record and to assessment by the association shall be a member of the association. The foregoing is not intended to include persons or entities who hold an interest merely in security for the performance of an obligation.

**4.1.1** After the effective date of voting each lot shall be entitled to one vote. Declarant will retain absolute and complete control of the business affairs of the Association until all lots in each phase are built upon. However Declarant may release and relinquish its control of the Association at any time prior to completion of each phase by notification of all then existing Members of the Association. Said notice shall be given by certified mail, mailed to the address shown in the records of the County Treasurer for purposes of notification of property taxes.

**4.2 Additional Property.** If Declarant adds additional property to the Existing Property, as is provided in Article VII hereof, the Owners of the Lots within the additional properties, including Declarant, shall be members and shall be accorded the voting rights provided above.

**ARTICLE V****ASSESSMENTS**

Section 5.1 Covenant for Assessments. The Declarant, for each Lot owned within the Properties, 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 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, all as is more particularly provided in Section 5.8 and 5.9 below.

**5.2 Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in The Properties and for the improvements and maintenance of the Open Spaces and to pay expenses made by the Association in accordance with its By-Laws. Only the Declarant shall be authorized to maintain or improve those parts of the Open Spaces to which the Declarant still holds legal title.

**5.3 Basis and Maximum of Annual Maintenance Assessments.**

**5.3.1** Until the year beginning January 31, 1997, the annual maintenance assessment shall be \$55.00 per Lot.

**5.3.2** From and after January 31, 1997, the maximum annual maintenance assessment may be increased by the Board each year not more than 10% above the annual maintenance assessment for the previous year without a vote of the membership; provided that from and after the same date, the maximum annual maintenance assessment may be increased above 10% only with the consent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy, at a meeting duly called for this purpose.

**5.3.3** The Board may fix the actual maintenance assessment for any such future year at a lesser amount.

**Section 5.4 Special Assessments.**

**5.4.1** In addition to the annual maintenance assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Open Spaces, including fixtures and personal property related thereto.

**5.4.2** All special assessments shall be established as a percentage of the actual annual maintenance assessment established for the same year, to be levied in addition thereto, and such percentage shall be the same for all

assessed Lots, provided that special assessments shall never exceed fifty percent (50) of the actual annual maintenance assessment for the same year and must receive the assent of either (a) as to proposed special assessment which do not exceed twenty-five percent (25%) of the actual annual maintenance assessment, two thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for the purpose, or (b) nine tenths (9/10) of such votes as to proposed special assessments in excess of such twenty-five percent (25%).

Section 5.5 Notice and Quorum for Any Action Authorized Under Sections 5.3.2 and 5.4.2. Written notice of any meeting called for the purpose of taking any action authorized under Section 5.3.2 or 5.4.2, shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 5.6 Date of Commencement of Assessments: Due Dates.

5.6.1 Annual Maintenance Assessments, Generally. 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.

The initial annual maintenance assessments shall be made for the balance of the then calendar year, and shall become due and payable on the day fixed for commencement, and the annual maintenance assessments for any year after the first year shall become due and payable on the first day of March of said year, provided, however, that the Board may provide for the payment of such assessments in installments.

The amount of the annual maintenance assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual maintenance assessment determined in accordance with Section 5.3 hereof as the remaining number of months in that year bears to twelve. The same requirement

is the amount of the annual maintenance assessment shall apply to the first such assessment levied against any Lot which becomes subject to assessment at a time other than the beginning of any assessment period.

**5.6.2 Special Assessments, Generally.** As to all owners who are Members, the due date of any special assessment established as provided for in Section 5.4 hereof, shall be fixed in the resolution of the Members authorizing such assessment, which may also authorize the payment of such assessment in installments.

**5.6.3 Maintenance and Special Assessment: Commencement as to Each Owner.** As to any owner other than the Declarant, liability for both annual maintenance Assessments and special assessments shall begin when the Owner becomes a Member as provided in Section 3.1 above. Declarant shall become liable for assessments upon the commence thereof as provided in Sections 5.6.1 and 5.6.2 above, as to all Lots still owned by Declarant, but subject to the credits provided in Section 4.7 below.

**Section 5.7. Effect of Non-payment of Assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date out the then current per annum prime rate of the Liberty National Bank and Trust Company of Oklahoma City, Oklahoma, plus 4%, and the Association may bring an act of law against the Owner personally obligated to pay the same or foreclose the lien against the Property, 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 action. No Owner may waive or other wise escape liability for the assessments provide for herein by non-use of the Open Space or by the abandonment of his Lot.

**Section 5.8. 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 lien 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 5.9 Exempt Property. All Open Spaces, all properties dedicated to and accepted by a local public authority and devoted to public use; and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Oklahoma shall be exempt from the assessments created herein, provided, however, that no land or improvements devoted to dwelling use shall be exempt from such assessments.

Section 5.10 Duties of the Board. With respect to assessments, the Board shall:

5.11.1. 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,

5.11.2 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,

5.11.3 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.

## ARTICLE VI

### INSURANCE

Section 6.1 Owner's Responsibility. Each Owner shall be responsible for purchasing fire and extended coverage

insurance upon the building constructed upon the Owner's Lot in an amount equal to at least 80% of the fair market value of the Lot, as improved.

**Section 6.2 Association's Responsibility.** The Association has no responsibility for obtaining insurance upon The Properties, but may, if it chooses, acquire public liability insurance on the Open Space.

**Section 6.3 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 6.1.

#### ARTICLE VII GENERAL PROVISIONS

**Section 7.1 Enforcement.** The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, 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 covenants or restrictions herein contained shall in any event be deemed a waiver of the right to do so thereafter.

**Section 7.2 Term and amendments.** The covenants and restrictions of this Declaration shall run with and bind the land, 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 an instrument, signed by the then Owners of ninety percent (90%) of the Lots, and thereafter by an instrument signed by the then Owners of seventy-five percent (75%) of the Lots, To become effective, any such amendment must be recorded.

#### **Section 7.3 Annexation.**

**10.3.1** In addition to the annexation of lands elsewhere provided in these Article VII, additional adjacent or abutting lands may be annexed by the Declarant without the consent of Members within ten (10) 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 Existing Property and made available to every purchaser at the

Declarant's office, 2241 West Lindsey Suite 504 Norman, Oklahoma 73069, prior to such sale. The General Plan shall show the proposed additions to indication of size and location of the additional development of size and location of the additional development stage or stages and proposed land uses in each; (2) the approximate size and location of Open Spaces 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 land shown thereon.

Section 7.4 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 the 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 7.5 Rearranging, Re-Subdividing or Replatting. No rearranging, re-subdividing or re-platting of the Existing Property, or of and addition thereto adds as above provided, shall occur, except with the written consent of the Declarant.

Section 7.6 Lake Lots. The lots that border on the lake shall be deemed to have Riparian Rights to the use of the lake and may with the written approval of the Architectural Committee construct a boat dock or fishing dock directly behind their dwelling upon the lake. This dock may not extend into the lake more than ten feet and may not be greater than ten feet in length. The dock must observe all governmental regulations and the combination of boat and dock may not extent into the water more than fifteen feet from the shoreline.

Section 7.7 Mergers. Upon a merger or consolidation of the Association with another Association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to



another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within The Properties together with the covenants and restrictions established upon any other properties as one scheme. No such Merger or consolidation, however, shall effect any revocation, modification or addition to the covenants established by this Declaration or any Supplementary Declaration within The Properties.

Section 7.8 Severability. Invalidation or any of these covenants or restrictions by judgment or court order shall in no wise effect the remaining provisions which shall remain in full force and effect.

Section 7.9 Right to Assign. The Declarant by an appropriate instrument or instruments may assign or convey to any person or persons any or all to 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, and at any time or times in the same way and manner as though directly reserved them or it in this instrument.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 22 day of July, 1996.

McSha Properties, INC.

BY: [Signature]  
Vice President


[Signature]  
Secretary



STATE OF OKLAHOMA )  
  ) SS:  
COUNTY OF CLEVELAND )

BEFORE ME, a Notary Public in and for the said County and State, on the 22 day of July 1996, personally appeared Michael McClure, known to me to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Vice President, and acknowledge to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

witnessed by me and seal the day and year last above

	<b>OFFICIAL SEAL</b> Laney L. Bailey Notary Public - Oklahoma Cleveland County My Commission Expires 3-18-1999
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Laney L. Bailey  
Notary Public

My Commission Expires:  
2-19-99

Doc#:R 1998 6867  
Bk&Pg:RB 2925 1019-1022  
Filed:02-26-1998 ATW  
03:16:12 PM RT  
Cleveland County, OK

**SUPPLEMENTARY DECLARATION**  
**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**CAMBRIDGE ADDITION PHASE IX**

1400  
I

THIS DECLARATION made this 2 day of FEBRUARY, 1998 by McSHA PROPERTIES, INC., hereinafter called "Declarant."

**W I T N E S S E T H:**

**WHEREAS**, Declarant is the owner of certain property, herein called the " Existing Property," in the City of Norman, County of Cleveland, State of Oklahoma, which is more particularly described as:

**SEE ATTACHED EXHIBIT "A"**

**WHEREAS**, Declarant desires to create a residential community on the Existing Property with the open spaces, water detention facility, drainage areas, and other common facilities for the benefit of the said community; and,

**WHEREAS**, Declarant desires to provide for the preservation of the values and amenities in such community and for the maintenance and improvement of said open spaces and other common facilities now existing or hereafter erected thereon: and, to this end, desires to subject the Existing Property together with such additions as may hereafter be made thereto, as provided in Article VII, to the covenants, restrictions, easements, charges and liens hereinafter set forth, herein sometimes collectively referred to as the "covenants and restrictions," each and all of which are for the benefit of such property and each owner thereof; and,

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

**WHEREAS**, Declarant has therefor incorporated under the laws of the State of Oklahoma, as a non-profit corporation, **CAMBRIDGE ADDITION PHASE II THRU VI INC.**, for the purpose of exercising the functions aforesaid;

return to: John Baxter & Associates 808 E. Brooks Norman, OK 73071

AND DECLARANT FURTHER DECLARES that the Existing Property and such additions thereto as may hereafter be made pursuant to Article VII hereof, 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 insure 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 the dominant tenement.

**WHEARAS**, Declarant has completed construction of Cambridge Addition Phase IX and wishes to invoke their right under article 7.4 Supplementary Declaration that which reads:

**Section 7.4 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 the 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.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 2 day of FEBRUARY, 1998.



MESHA PROPERTIES, INC.

BY: *[Signature]*  
 ANDREW CARLSON, Vice President

STATE OF OKLAHOMA         )  
   )     SS:  
 COUNTY OF CLEVELAND     )

BEFORE ME, a Notary Public in and for the said County and State, on the 25 day of February, 1998, personally appeared Andrew Carlson, known to me to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Vice President, and acknowledge to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and seal this day and year last above written.

My Commission Expires:  
March 18, 1998

