

STATE OF OKLAHOMA
CLEVELAND COUNTY
FILED OR RECORDED

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DECLARATION OF COVENANTS AND RESTRICTIONS

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BROOKHAVEN SQUARE 3RD ADDITION

BOOK 2699 PAGE 60

PAT DODSON
COUNTY CLERK

A PLANNED UNIT DEVELOPMENT

THIS DECLARATION, made this 24th day of January,
1996, by DON CIBS DEVELOPMENTS, 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:

Brookhaven Square 3rd Addition, A Planned Unit Development, 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 open spaces 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 XI, 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, BROOKHAVEN SQUARE 3RD ADDITION 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 XI 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 a servitude in favor of each and every other part thereof as the dominant tenement.

DEFINITIONS

Section 1. The following words when used in this 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 thereto which are the subject of any Supplementary Declaration filed under the provisions of Article XI 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 tracts 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 BROOKHAVEN SQUARE 3RD ADDITION HOMEOWNERS' ASSOCIATION.
- 1.9 "Board" shall mean the Board of Directors of the Association.
- 1.10 "Certificate" shall mean The Certificate of Incorporation of the Association filed in the office of the Secretary of State of the State of Oklahoma, as 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 "Member," "Class A Member" and "Class B Member" shall mean those persons so defined in Section 3.2, below.
- 1.15 "Architectural Committee" shall have the meaning specified in Section 5.1, below.

1.16 "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.

1.17 "General Plan" shall mean the General Plan of Development described in Section 11.3., below.

1.18 "Supplementary Declaration" shall mean a Supplementary Declaration of Covenants and Restrictions, as specified in Section 11.4, below.

1.19 "Declarant" shall mean Don Cies Developments, Inc.

1.20 "Party Wall" shall have the meaning specified in Section 8.1, below.

ARTICLE II

PROPERTY RIGHTS IN THE OPEN SPACES

Section 2.1 Members' Easements of Enjoyment. Subject to the provision of Section 2.3, 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.

Section 2.2 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 completed 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 January 24, 2006.

Section 2.3 Limitations Upon Owners' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

2.3.1. The right of the Association, in accordance with its Certificate 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.

2.3.2. Except as provided in Section 2.3.1., above, the right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

2.3.3. The right of the Association, as provided in its Certificate and By-Laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed sixty (60) days for any infraction of its published Rules; and,

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

2.3.5. 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, and further provided that 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,

2.3.6. 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 2.3.5. 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. Any such dedication must be approved, in writing, by the City of Norman.

Section 2.4. 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 purchasers who reside on such Owner's Lot.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 3.1. Membership. Every Owner of a Lot other than Lots which are exempt from assessment as specified in Section 4.10 below, shall be a member (herein called "Member") of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Except for the Declarant, the membership of an Owner shall become effective for all purposes upon the Owner's Occupancy of his Lot; provided, however, that any Owner may, prior to Occupancy, voluntarily commence payment of assessments hereunder and thereupon become a Member as fully, as of such first payment, as if Occupancy had occurred. The assessment of an Owner who commences such payments prior to the completion of his residence shall be based upon the anticipated square footage to be contained in such residence when completed, at the rate per square foot specified in Section 4.3.1. below.

The Declarant's membership became effective upon the creation of the Association.

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

Class A. "Class A Members" shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owner. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

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

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

ARTICLE IV

ASSESSMENTS

Section 4.1. 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 Sections 4.8. and 4.9. below.

Section 4.2. 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.

Section 4.3. Basis and Maximum of Annual Maintenance Assessments.

4.3.1. Until the year beginning January 26, 1997, the annual maintenance assessment shall be \$.10 per square foot contained in the residential unit on the Lot. For the purposes hereof, the square footage of a residential unit shall be based on veneer dimensions of the dwelling, exclusive of detached structures.

4.3.2. From and after January 26, 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.

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

Section 4.4. Special Assessments.

4.4.1. 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.

4.4.2. 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 that purpose, or (b) nine-tenths (9/10) of such votes as to proposed special assessments in excess of such twenty-five percent (25%).

Section 4.5. Notice and Quorum for Any Action Authorized Under Sections 4.3.2. or 4.4.2. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3.2. or 4.4.2., 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 4.6. Date of Commencement of Assessments; Due Dates.

4.6.1. 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 assessments shall be an amount which bears the same relationship to the annual maintenance assessment determined in accordance with Section 4.3. hereof as the remaining number of months in that year bears to twelve. The same reduction 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.

4.6.2. Special Assessments, Generally. As to all Owners who are Members, the due date of any special assessment established as provided for in Section 4.4. hereof shall be fixed in the resolution of the Members authorizing such assessment, which may also authorize the payment of such assessment in installments.

4.6.3. 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 commencement thereof as provided in Sections 4.6.1. and 4.6.2. above, as to all Lots still owned by Declarant, but subject to the credits provided in Section 4.7. below.

Section 4.7. Credit for Expenditures.

4.7.1. 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 owed by the Declarant to the Association hereunder as annual maintenance of special assessments for the same period, upon the receipt by the Association of satisfactory evidence thereof from the Declarant. Should the amounts so expended by the Declarant in any assessment period exceed the assessments against the Declarant for that period, the difference shall be carried over and applied as a credit or credits in the succeeding period or periods.

Section 4.8. Effect of Nonpayment of Assessments: 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 4.9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon any Lot being assessed. Sale or transfer of any Lot shall not affect the assessment lien, provided that the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but further provided that no sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 4.10. 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 4.11. Duties of the Board. With respect to assessments, the Board shall:

4.11.1. 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,

4.11.2. 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,

4.11.3. 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.

ARCHITECTURAL CONTROL

Section 5.1. Review. No building, fence, wall, walk, driveway or other structure or improvement, including landscaping projects, shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein, including, but not limited to repainting, be made until the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the "Architectural Committee" which shall, as used herein, mean either (a) the Declarant so long as the Declarant is an Owner, or (b) thereafter, the Board of Directors or a committee composed of three (3) or more representatives appointed by the Board. All approvals shall be in writing, and may be qualified upon the satisfaction of specified conditions, provided, however, that in the event the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any case, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully satisfied.

Section 5.2. Fees. No fee shall ever be charged by the Architectural Committee or by the Association for the review specified in Section 5.1 or for any waiver or consent provided for herein.

Section 5.3. Proceeding with Work. Upon receipt of approval as provided in Section 5.1., whether in writing or automatically by lapse of time, the Owner shall, as soon as is practicable, satisfy all conditions of such approval, if any, and proceed with the approved work. Unless such work commences within one year from the date of approval, such approval shall be deemed revoked, and the Owner must again seek approval pursuant to all of the provisions of Section 5.1.

ARTICLE VI

PLANNED UNIT DEVELOPMENT

Section 6.1. Site Development Plan Compliance. The Property is being developed pursuant to the City of Norman ordinances and subdivision regulations relating to Planned Unit Developments. In this connection, Declarant has caused to be filed with the City of Norman a Site Development Plan. All construction within the Property, including, but not limited to, the driveways and curb cuts, shall comply with the Site Development Plan and the ordinances and subdivision regulations of the City of Norman, the terms and provisions of which are incorporated herein by this reference.

Section 6.2. Easements. The Site Development Plan establishes zero lot lines on one or more sides of each Lot, which permits construction of a dwelling on that Lot to abut the side lot line. By virtue of such construction, it is anticipated that there may be overhangs of eaves or veneers from one Lot (the "Dominant Lot") onto the other Lot (the "Subservient Lot") at the zero lot line. It is further anticipated that the Owner of the Dominant Lot may need access to the Subservient Lot to repair, replace or maintain the dwelling on the Dominant Lot. In order to accommodate these minor encroachments and access, there is hereby established a perpetual easement of three (3) feet on the Subservient Lot so as to permit such overhangs, minor encroachments and access for repair, replacement or maintenance, in favor of the Owner of the Dominant Lot; provided, however, such easement shall not permit water runoff from the roof of one dwelling to fall on the easement without written approval of the Owner of the Subservient Lot.

ARTICLE VII

EXTERIOR MAINTENANCE

Section 7.1. Responsibility. Each Owner shall be responsible for the exterior and interior maintenance upon each Lot, and said Owner shall keep the roofs, gutters, downspouts, lawns and plantings within the lot in good repair and condition at all times.

Section 7.2. Board's Right - Special Assessments. In the event any Owner in the opinion of the Board has failed to maintain the exterior of the building on his Lot, as aforesaid, the Board shall give the Owner notice in writing of the deficiencies. The Owner shall have thirty (30) days within which to cure the deficiencies. Should the Owner fail to cure the deficiencies in thirty (30) days, the Board shall be authorized to have the work performed at the expense of the Owner. There shall be added to the actual cost of the work 15% to cover the administrative expense of the Board. In such event, at the conclusion of the performance of the work, the Board shall notify the Owner of the cost of performing the work and if the Owner does not pay within fifteen (15) days, said cost shall be deemed an unpaid special assessment under Article IV hereof and shall be a lien on the property and subject to all collection rights therein provided.

Section 7.3. Access at Reasonable Hours. For the sole purpose of performing the exterior maintenance authorized by this article, the Association, through its duly authorized agents or employees, shall have the right after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day, except Sunday or a legal holiday.

Section 7.4. Fences. The fences originally constructed between the Lots and on the perimeter of The Properties shall be maintained as constructed in a good state of repair by the abutting Property Owners. No change in construction; whether by lowering, raising, inserting gates or otherwise, shall be permitted in the brick fence on the perimeter of The Properties. Fences, not between Lots, shall be maintained in a good state of repair by the Owner of the Lot.

ARTICLE VIII

PARTY WALLS

Section 8.1. General Rules of Law to Apply. In some instances, walls which are built as a part of the original construction of the homes upon The Properties and placed on a dividing line between Lots will be common walls and those so constructed shall constitute a "Party Wall," and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 8.2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make use of the Party Wall in proportion to such use.

Section 8.3. Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, any Owner who has used the Party Wall may restore it, and if the other Owners thereafter make use of the Party Wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 8.4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements, and the entire responsibility for damage in the meantime resulting from the lack of such protection.

Section 8.5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to and run with the land and shall pass to such Owner's successors in title.

ARTICLE IX

GENERAL RESTRICTIONS

Section 9.1. Land Classification. All Lots within the Existing Property are hereby classified as Single-Family lots, i.e., each Lot shall be used exclusively for single family residential purposes and for the exclusive use and benefit of the Owner thereof. As shown on the General Plan for The Properties, the additions which Declarant plans to make in accordance with Article XI, contain Lots which are classified as Multi-Family Lots, i.e., some Lots can be used for residential purposes by more than one family. No gainful occupation, profession, business, trade or other non-residential activity shall be conducted on any Lot or in any residence of Detached Structure located thereon. Nothing herein shall be deemed to prevent the leasing of any Lot from time to time by the Owner thereof subject to all the terms and provisions hereof, and to the Rules.

Section 9.2. Signs, Billboards, and Detached Structures. No signs or billboards will be permitted upon the Open Spaces or upon any Lot except signs advertising the sale or rental of a Lot or Lots which do not exceed five (5) square feet in area; provided, however, that this restriction shall not apply to the Declarant, nor shall this restrict the right of the Declarant to construct entrance gateways and permanent signs identifying the development.

Detached Structures other than the garages erected as part of the original construction shall not be allowed on any Lot without the prior written approval of the Architectural Committee.

Section 9.3. Lot Upkeep. Each Owner of a Lot shall keep the Lot in presentable condition or the Association may, at its discretion, mow such area, trim trees, repair fences, remove trash or refuse and, if necessary, levy an assessment upon such Lot for the cost involved, which shall constitute a lien upon such Lot to the same extent as is provided elsewhere herein with respect to other assessments, provided, however, that the lien specified in this Section shall exist regardless of whether the assessments described in Article IV above have yet commenced or whether the Owner of the Lot concerned is yet a Member. No storage shed, greenhouse or other structure shall be built on the Lot, except on the back portion of each Lot and no such structure shall exceed five (5) feet in height or fifty (50) square feet of floor space without the prior written approval of the Architectural Committee.

Section 9.4. Drainage. Drainage as originally established shall be maintained by the Owner in conformance with City of Norman drainage plans.

Section 9.5. Animals. No animals, fish, reptiles, or fowl, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot, and then only if kept solely as household pets and not kept, bred or raised for commercial purposes. No pet or pets shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Upon the request of any Owner, the Board shall determine, in its sole discretion, whether for the purposes of this Section, a particular animal, fish, reptile or fowl shall be considered to be a house or yard pet, or a nuisance, or whether the number of pets

on any Lot is unreasonable, provided, however, that horses, mules, donkeys, cattle, pigs, goats and sheep shall not be considered as house or yard pets hereunder.

Section 9.6. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.

Section 9.7. Boats and Trailers; Cars; Temporary Residences. Boats, trailers, motor homes, trucks in excess of 3/4 tons and other vehicles which are not normally used as daily transportation may be kept on the premises provided that they are totally concealed in the garage. No such boat, trailer, motor home or truck in excess of 3/4 ton may be parked on any street within The Properties. Under no conditions may a Detached Structure or a trailer of any type be occupied, temporarily or permanently, as a residence.

Section 9.8. Clothes Drying Facilities. No outside clothes drying or airing facility shall be Visible from Neighboring Property.

Section 9.9. Treehouses, Platforms, and Antennae. No treehouses, platforms in trees, play towers, or other similar structures or equipment, or radio or television antennae shall be Visible from Neighboring Property.

ARTICLE X

INSURANCE

Section 10.1. 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 10.1. 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 10.3. 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 10.1.

ARTICLE XI

GENERAL PROVISIONS

Section 11.1. 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 restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 11.2. 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 11.3. Annexation. In addition to the annexation of lands elsewhere provided in this Article XI, additional adjacent or abutting lands may be annexed by the Declarant without the consent of Members within twenty (20) years of the date of this instrument, provided that the annexation is in accord with a General Plan of Development (herein called "General Plan"), prepared prior to the sale of any Lot in the Property and made available to every purchaser at the Declarant's office, 1203 Brookhaven Boulevard, Norman, Oklahoma, prior to such sale. The General Plan shall show the proposed additions to the existing Property and shall contain: (1) a general indication of size and location of the additional development stage or stages and proposed land uses in each; (2) the approximate size and location of common areas proposed for each stage; and (3) the general nature of proposed common facilities and improvements. Such General Plan shall not bind the Declarant, its successors and assigns, to make the proposed additions, or if such additions are not made, to adhere to the General Plan in any subsequent development of the land shown thereon.

Section 11.4. 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 to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties, provided they are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants and restrictions established by this Declaration as to The Property covered thereby prior to such addition.

Section 11.5. Rearranging, Re-Subdivision or Replatting. No rearranging, re-subdividing or replatting of the Existing Property, or of any addition thereto added as above provided, shall occur, except with the written consent of the owners of 90% of the Lots.

Section 11.6 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 11.7. 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 11.8. 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, at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 24th day of January, 1996.

DON CIES DEVELOPMENTS, INC
BY: 
DON CIES, PRESIDENT

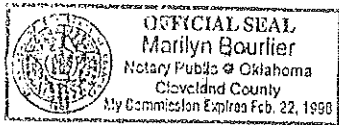
STATE OF OKLAHOMA)
) SS:
COUNTY OF CLEVELAND)

On this 24th day of January, 1996, before me, a Notary Public in and for the said county and state, personally appeared Don Cies, to me known 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.

My Commission Expires:
February 22, 1998


Notary Public



**ASSIGNMENT AND
SUPPLEMENTARY DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
BROOKHAVEN SQUARE 4TH ADDITION**

Doc#: R 2003 7270
Bk&Pg: RB 3550 607-611
Filed: 02-10-2003 POE
09:38:30 AM RT
Cleveland County, OK

THIS Assignment and Supplementary Declaration of Covenants and Restrictions made this 2nd day of January, 2003, by **DON CIES DEVELOPMENTS, INC.**, an Oklahoma Corporation, (the "Declarant") and **CIES PROPERTIES, INC.**, an Oklahoma Corporation (the "Assignee").

WITNESSETH:

1. Recitations. On or about January 24, 1996, Declarant executed a Declaration of Covenants, Conditions and Restrictions for Brookhaven Square 3rd Addition, a Planned Unit Development (the "Declaration"). The Declaration was filed on January 26, 1996, in Book 2699 at page 60 in the office of the County Clerk of Cleveland County, Oklahoma.

The Declaration provides in Section 11.8 that Declarant may assign or convey to any Person all of the rights, reservations, easements and privileges reserved in the Declaration to Declarant. By this document, Declarant has assigned and conveyed to Assignee all such rights, reservations, easements and privileges.

The Declaration provides in Article XI, Sections 11.3 and 11.4 that Declarant may annex additional land adjacent to the Existing Property, by the filing of a Supplementary Declaration of Covenants and Restrictions, in order to extend the scheme of the covenants, voting rights and restrictions of the Declaration to adjacent property.

Declarant's and Assignee's General Plan shows that the adjacent property described on Exhibit "A" hereto (the "Additional Property") is part of this general development. Assignee has platted the Additional Property as Brookhaven Square 4th Addition, a Planned Unit Development, in accordance with the ordinances of the City of Norman.

Assignee intends to create within Brookhaven Square 4th Addition an extension of the residential community existing on the Existing Property, which will be maintained for the benefit of those living within the Existing Property, the Additional Property, and any other property which is included therein as provided in the Declaration.

Declarant further intends to extend the scheme of the covenants, voting rights and restrictions contained in the Declaration to the Additional Property, and to provide that all Persons owning Lots within Brookhaven Square 4th Addition shall be Members of the Brookhaven Square 3rd Addition Homeowners' Association, the Association established in accordance with the

Declaration, in the manner set forth in Article III of the Declaration and the Lots within Brookhaven Square 4th Addition shall be subject to the terms and conditions of the Declaration.

The capitalized terms in this Assignment and Supplemental Declaration of Covenants and Restrictions shall have the meaning defined for them in the Declaration.

2. Assignment. For good and valuable consideration, the receipt of which is hereby acknowledged, Declarant, in connection with its conveyance of the Additional Property to Assignee, hereby assigns and conveys to Assignee all the rights, reservations, easements and privileges reserved in the Declaration to Declarant, including, without limitation, the right to add Additional property to the General Plan. Declarant has no right, title or interest in the Additional Property, having heretofore conveyed the Additional Property to Assignee.

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

4. Additional Common Areas. The Additional Property adds the Open Space described on Exhibit B hereto to the Open Space described in the Declaration.

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

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

"DECLARANT"

DON CIES DEVELOPMENTS, INC.
An Oklahoma Corporation

By:


Don Cies, President

"ASSIGNEE"

CIES PROPERTIES, INC.
An Oklahoma Corporation

By:


Don Cies, President

STATE OF OKLAHOMA)

) ss:

COUNTY OF CLEVELAND)

The foregoing instrument was executed before me this 2nd day of January, 2003, by Don Cies, President of Don Cies Developments, Inc., an Oklahoma corporation, on behalf of said corporation, and Don Cies, President of Cies Properties, Inc., an Oklahoma corporation, on behalf of said corporation.



Notary Public

My commission expires:



EXHIBIT "A"
TO
SUPPLEMENTARY DECLARATION
OF
COVENANTS AND RESTRICTIONS

THE ADDITIONAL PROPERTY

A tract of land located in the Southwest Quarter (SW/4) of Section Twenty-six (26), Township Nine (9) North, Range Three (3) West of the Indian Meridian, Norman, Cleveland County, Oklahoma, more particularly described as follows:

Commencing at the Southwest Corner of said SW/4;
Thence N 00 degrees 26'20" W on the West line of said SW/4 for a distance of 1134.51 feet;
Thence N 89 degrees 43'55" E for a distance of 1654.08 feet to the Point of Beginning, said point being the Southeast Corner of BROOKHAVEN SQUARE 3RD ADDITION, to Norman, Cleveland County, Oklahoma, and said point being on the North right-of-way line of River Oaks Drive;
Thence N 00 degrees 16'05" W on the East line of said Addition for a distance of 328.00 feet;
Thence S 89 degrees 43'55" W for a distance of 295.25 feet;
Thence Northwesterly on a curve to the left, having a radius of 367.83 feet, a chord bearing of N 09 degrees 21'04" W, for a curve distance of 55.85 feet;
Thence N 36 degrees 25'23" E for a distance of 33.55 feet;
Thence Easterly on a curve to the right, having a radius of 291.87 feet, a chord bearing of N 88 degrees 03'12" E, for a curve distance of 17.10 feet;
Thence N 00 degrees 16'05" W for a distance of 492.28 feet to the Northeast Corner of said Addition, said point being on the South line of RIVER OAKS SECTION 3 ADDITION, to Norman, Cleveland County, Oklahoma;
Thence N 89 degrees 33'40" E on said South Line for a distance of 696.91 feet;
Thence S 00 degrees 04'57" E for a distance of 322.42 feet;
Thence S 76 degrees 29'43" E for a distance of 70.80 feet to a point on the West line of INTERSTATE SQUARE ADDITION, to Norman, Cleveland County, Oklahoma;
Thence S 13 degrees 30'17" W on said West Line for a distance of 582.33 feet to a point on the North right-of-way line of said River Oaks Drive;
Thence S 89 degrees 43'55" W on said North right-of-way line for a distance of 359.06 feet to the Point of Beginning, containing 12.50 acres, more or less.

EXHIBIT "B"
TO
SUPPLEMENTARY DECLARATION
OF
COVENANTS AND RESTRICTIONS

THE OPEN SPACE

Blocks A, B and C of Brookhaven Square 4th Addition, a Planned Unit Development, to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof