

MSDC Properties LLC
1203 Brookhaven Blvd
Norman OK 73072

Doc#:R 2005 44214
Bk&Pg:RB 4068 829-848
Filed:09-22-2005 KMY
04:22:04 PM RT
Cleveland County, OK

5100
I

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SUMMIT VALLEY ADDITION
AND GRANT OF EASEMENTS**

THIS DECLARATION, made this 8th day of September, 2005, by MSDC Properties, L.L.C., an Oklahoma limited liability company, hereinafter referred to as "Declarant."

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

WHEREAS, Declarant has caused the Property to be platted under the ordinances of the City of Norman under the name of "Summit Valley Addition," and intends to create on a portion thereof (the "Residential Property") a residential community containing common areas, which will be maintained for the benefit of those living within the community; and

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

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

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

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

Not Official
1

ARTICLE I

DEFINITIONS

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

- 1.1 "Additional Property" shall mean the property added to the development scheme by virtue of a Supplementary Declaration.
- 1.2 "Architectural Committee" shall have the meaning specified in Section 7.1 below.
- 1.3 "Association" shall mean and refer to Summit Valley Property Owners' Association, Inc.
- 1.4 "Board" shall mean the Board of Directors of the Association.
- 1.5 "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.
- 1.6 "Certificate" shall mean the Certificate of Incorporation of the Association filed in the office of the Secretary of State of the State of Oklahoma, as same may from time to time be amended.
- 1.7 "Commercial Lot" shall mean Lot One (1) in Block Six (6) of Summit Valley Addition, according to the recorded plat thereof, which is zoned commercial under the ordinances of the City of Norman.
- 1.8 "Common Areas" shall mean the portion of the Residential Property described on Exhibit "B", which includes, but is not limited to, the Lake Lot and the Open Space; the Community Fence; the Walkways and the property described as Common Areas in a Supplementary Declaration.
- 1.9 "Declarant" shall mean MSDC Properties, L.L.C., an Oklahoma limited liability company.
- 1.10 "Detached Structure" shall mean any covered or enclosed structure on a Lot not attached to the primary structure which it serves, and shall include, but not be limited to, carports, garages, outbuildings, tool sheds, kennels, cabanas, greenhouses and any temporary structures.

- 1.11 "Community Fence" shall mean any fence installed by Declarant within the Residential Property, including, without limitation, the fences on the Lots abutting Highway No. 9, the Lake Lot and the Open Space.
- 1.12 "Lake" shall mean the body of water located on the Lake Lot, which shall also be a storm water detention facility required by the City of Norman.
- 1.13 "Lake Lot" shall mean Block F of Summit Valley Addition, to the City of Norman, Cleveland County, Oklahoma, according to the Plat and those described in a Supplementary Declaration.
- 1.14 "Lot" shall mean those tracts of land so designated on the recorded subdivision plat of the Residential Property and the Additional Property and excludes the Common Areas and the Commercial Lot.
- 1.15 "Member", "Class A Member" and "Class B Member" shall mean those persons so defined in Section 3.2 below.
- 1.16 "Open Space" shall mean Blocks A and D of Summit Valley Addition to the City of Norman, Cleveland County, Oklahoma, according to the Plat and the property described as "Open Space" in a Supplementary Declaration.
- 1.17 "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.
- 1.18 "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.
- 1.19 "Plat" shall mean the final plat of the Property and any Additional Property which is filed of record in the office of the County Clerk of Cleveland County, Oklahoma.
- 1.20 "Residential Property" shall mean all of the Property, less and except the Commercial Lot.
- 1.21 "Supplementary Declaration" shall mean a Supplementary Declaration of Covenants and Restrictions as described in Section 9.4.
- 1.22 "Visible from Neighboring Property" shall mean, as to any given object, that such object is visible to a person six (6) feet tall, standing on any part of

such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

- 1.23 "Visible from the Street" shall mean, as to any given object, that such object is visible to a person (6) six feet tall, standing on any street right of way within the Residential Property or Additional Property.
- 1.24 "Walkways" The paths constructed by Declarant on the Lake Lot for usage by the Owners only.

ARTICLE II

COMMON AREAS AND ASSOCIATION RESPONSIBILITIES

Section 2.1. Title to Common Areas; Rights Reserved. Legal title to the Common Areas, at a time determined by Declarant, shall be conveyed to the Association subject to (i) easements of record or shown on the Plat, (ii) the right retained herein by Declarant for access to the Lake and all other Lots containing a drainage easement, as shown on the Plat, to make improvements or changes thereto to accommodate storm water detention for the Property and Additional Property, as required by the City of Norman or deemed advisable by Declarant, and (iii) the right of the Owners to use and enjoy the Common Areas as provided herein or in accordance with rules and regulations adopted by the Association.

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

Section 2.3. Rights of Declarant/Association. Declarant reserves the right, until title is passed to the Association, to convey to any public agency, authority or utility, easements for drainage or underground utility purposes across any portion of the Common Areas. Thereafter, the Association shall have this right, so long as the plans for such an easement have been approved by the Architectural Committee. The Association may not convey the Common Areas without first obtaining the written permission of the City of Norman.

Section 2.4. Community Fence. The Association is hereby granted an easement over and across the Lots on which any Community Fence is located for the purposes of repairing and maintaining the Community Fence, which it shall be obligated to maintain. In maintaining or repairing any Community Fence, the Association shall use the materials, colors, etc., of the original construction

by the Declarant. No Owner shall be permitted to remove, paint or otherwise change any Community Fence.

Section 2.5. Open Space. The Open Space shall be retained in its natural, vegetative, wooded state, subject to the drainage and utility easements thereon. No motorized vehicles shall ever be permitted on the Open Space.

Section 2.6. Lake. Each Owner shall have a right and easement of enjoyment in and to the Lake, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

2.6.1. The right of the Association, in accordance with the Certificate and By-Laws, to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage those portions of the Common Areas to which the Association has acquired legal title; provided, however, any such mortgage shall provide that in the event of a default, the mortgagee's rights thereunder as to any of such Common Areas shall be limited to a right, after taking possession thereof and without changing the character thereof, to charge admission and other fees as a condition to continued enjoyment by the Members until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored.

2.6.2. Except as provided in Section 2.6.1 above, the right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure; and

2.6.3. The right of the Association, as provided in its 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 Rules; and

2.6.4. The Association shall maintain the Lake for the purpose of accepting storm water drainage from the Property, Additional Property and property lying within the watershed of the Lake in accordance with a drainage plan approved by the City of Norman.

2.6.5. The right of the Association to promulgate rules and regulations governing its usage; provided, however, (i) no swimming shall ever be permitted in the Lake, (ii) no minor under the age of fourteen (14) may use the Lake without direct on-site supervision by an Owner, (iii) no motors, either gas or electric, shall be permitted on any boat on the Lake, and (iv) no boat may be stored on the Lake overnight, unless the Association elects to construct its own dock or permit an Owner to construct one.

2.6.6. The right of the Association to charge the Members reasonable admission and other fees for the use of the Lake; and

2.6.7. The right of the Association to dedicate or convey all or any part of the Common Areas to which it has acquired legal title to any public agency, authority or utility for such

purposes, and subject to such conditions as may be agreed to by the Members; provided that no such dedication or conveyance by the Association shall be effective unless approved by the affirmative vote in person or by proxy of two-thirds (2/3) of all Members, and unless written notice of the proposed dedication or conveyance and of the meeting at which approval therefor will be sought is sent to every Member at least ninety (90) days in advance of such meeting.

Section 2.7. Delegation of Use. Any Owner may delegate his right of enjoyment of the Common Areas to the members of the Owner's family, the Owner's tenant or contract purchasers, who reside on such Owner's lot. No further delegation of use shall be permitted and the Association may post a sign of the Common Areas accordingly.

Section 2.8. Sprinkler System, Landscaping and Monument. Any sprinkler systems, landscaping and monuments installed by Declarant in the Common Areas shall be maintained and kept in a good state of repair by the Association.

ARTICLE III

MEMBERSHIP, CLASSES OF MEMBERS, AND VOTING RIGHTS

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

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

Class A. "Class A Members" shall be all Owners with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

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

ARTICLE IV

ASSESSMENTS

Section 4.1. Covenant for Assessments. The Declarant, for each Lot owned within the Residential Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the

Association: (1) annual assessments, and (2) special assessments for capital improvements, both of which assessments are to be established and collected as hereinafter provided. Such assessments shall be charges upon and shall be continuing liens upon the Lot against which each such assessment is made, paramount and superior to any homestead or other exemption provided by law, and shall also be the personal obligation of the Person who was the Owner of such property at the time when the assessment fell due.

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

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

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

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

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

Section 4.7. Credit for Expenditures. Notwithstanding the foregoing, monies expended by the Declarant prior to or during any assessment period in improving and maintaining the Common Areas

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

Section 4.8. Effect of Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the then current per annum national prime rate as published by the *Wall Street Journal* or its successor, plus four percent (4%), and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and there shall be added to the amount of the delinquent assessment the costs of preparing the petition or complaint in the action. Any judgment thereafter obtained shall include interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or by the abandonment of the 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 mortgage now or hereafter placed upon any Lot being assessed. Sale or transfer of any Lot shall not affect the assessment lien, provided that the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but further provided that no sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

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

1. Fix the annual period for payment of assessments; and
2. Cause the Association to prepare and maintain a roster of Lots, the Owners thereof, the assessments applicable thereto, if any, and the status of the payment thereof, which shall be kept in the office of the Association and which shall be open to inspection by any Owner; and
3. Upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, stating whether said assessment has been paid, or if being paid in installments, whether payments are current. Such certificate shall be conclusive evidence of payment of any assessment or installment thereof which is therein stated to have been paid.

Section 4.11. Exemptions from Assessments. The Common Areas and the Commercial Lot are exempt from assessments.

ARTICLE V

SIGHT RESTRICTION

Section 5.1. Affected Lot. Lot Eight (8), Block Five (5) of Summit Valley Addition is restricted in the fencing, landscaping, etc., that may be installed thereon in order to preserve an adequate line of sight for vehicular travel negotiating the curve on the street adjacent to the Lot. Any landscaping, fencing or other improvements between the Lot line and the building setback line on said Lot shall be subject to approval by the City of Norman, which such approval the City of Norman shall not unreasonably withhold.

Section 5.2. Association Rights/Responsibility. The Association shall have no obligation to enforce this restriction, but it may be enforced directly by the City of Norman.

ARTICLE VI

LIFT STATION

Section 6.1. Location. Block E has been dedicated to the City of Norman for use as a sewer lift station. No Owner shall have any right of access to Block E.

Section 6.2. Lift Station Fee. In addition to the normal City of Norman water bill, Owners shall pay to the City of Norman \$1.50 per month (adjusted as hereinafter set forth) as a lift station fee in order to defray the cost of the construction and maintenance of the lift station. The lift station fee shall be assessed on each Lot at such time as the dwelling constructed on that Lot receives an occupancy permit from the City of Norman. The lift station fee will be adjusted annually by the City of Norman based upon any increase in the Consumer Price Index during the year. For the purposes hereof and of the City of Norman's computations, Consumer Price Index shall mean the Consumer Price Index, Dallas-Ft. Worth, Texas, All Urban Consumers, All Items (Base Index Year 1982-84=100), as published by the United States Department of Labor, Bureau of Labor Statistics. If the Consumer Price Index shall become unavailable, the City of Norman will substitute a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by another government agency or, if not, a comparable index published by a major financial institution, University or a recognized financial publication.

ARTICLE VII

ARCHITECTURAL COMMITTEE

Section 7.1. Review. No building, fence, wall, walk, driveway or other structure or improvement, including landscaping, shall be commenced, erected or maintained upon the Residential Property until the Plans and Specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the "Architectural Committee," which shall, as used herein, mean either: (a) the Declarant so long as the Declarant is an Owner, or (b) thereafter, the Board or a committee composed of three (3) or more representatives appointed by the Board. Architectural approval shall be at the discretion of the Architectural Committee. All approvals shall be in writing, and may be qualified upon the satisfaction of specified conditions; provided, however, that in the event the Architectural Committee fails to approve or disapprove of any design and location within thirty (30) days after said Plans and Specifications have been submitted to it, or in any case, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required. Notwithstanding the above, it is understood that the Declarant or Declarant's representative shall retain sole authority for approval of all plans for new construction until all lots in the addition have been built upon.

Section 7.2. Fees. No fee shall ever be charged by the Architectural Committee or by the Association for the review specified in Section 7.1, or for any waiver or consent provided for herein.

Section 7.3. Proceeding With Work. Upon receipt of approval as provided in Section 7.1, whether in writing or automatically by lapse of time, the Owner shall, as soon as is practicable, satisfy all conditions of such approval, if any, and proceed with the approved work. Unless such work commences within one (1) year from the date of approval, such approval shall be deemed revoked, and the Owner must again seek approval pursuant to all of the provisions of Section 7.1.

Section 7.4. Liability of Architectural Committee. Neither the Architectural Committee nor any member, employee or agent thereof, shall be liable to any Person submitting plans for approval, or any other Person, by reason of mistake in judgment, negligence, or nonfeasance, arising out of or in connection with the approval, disapproval or failure to approve any such plans, or for any other action in connection with its or their duties hereunder.

ARTICLE VIII

GENERAL RESTRICTIONS APPLICABLE TO RESIDENTIAL PROPERTY ONLY

Section 8.1. Land Classification. All Lots (which, as defined, include only the Residential Property) are hereby classified as Single-Family Lots, i.e., each Lot shall be used exclusively for a single family residential dwelling (the "Residence") of not to exceed two and one-half (2-1/2) stories in height and a private garage for not more than four (4) nor less than two (2) automobiles. No

occupation, profession, business, trade or other non-residential activity shall be conducted on any Lot or in any improvement located thereon.

Section 8.2. No Subdividing of Lots. No Lot shall contain more than one (1) single family Residence, unless lot split approval is obtained from the City of Norman and the Architectural Committee.

Section 8.3. Garages. No garage shall ever be converted into a room or living area. Garages shall be used for the storage of vehicles.

Section 8.4. New Construction Only. All Residences shall be of new construction, and no building (new or used) may be moved from another area and placed on any Lot. Mobile homes of any kind shall not be allowed to be placed or parked either permanently or temporarily on any Lot.

Section 8.5. Building Limits. No building shall be located on any Lot nearer to a street than the minimum building set-back lines shown on the Plat. The sum of the side yards shall be a minimum of ten (10) feet, and in no event shall the distance between Residences be less than ten (10) feet. No Residence shall be located nearer than five (5) feet to a side Lot line. For the purpose of this covenant, eaves, bays, steps and uncovered porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

Section 8.6. Location of Residence. All Residences shall face the front of the Lot, or in the case of corner Lots, the Residence may face the street on the side of the Lot.

Section 8.7. Easements and Drainage. Reserves for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these utility reserves no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the utility reserves, or which may obstruct or retard the flow of water through drainage channels in the utility reserves. The utility reserve area of each Lot and all improvements permitted therein shall be maintained continuously by the Lot Owner, except for those improvements for which a public authority or utility company is responsible. All small drainage channels, emergency overflows, and other swales which are important to abutting properties but are not a part of the drainage system maintained by public authority or utility company shall be the Owner's responsibility; and it shall be the responsibility of the Owner to: (a) keep the easements, channels and swales free of any structure, planting or other material which may change the direction of flow, or obstruct or retard the flow of surface water in the channels or swales, whether they be in easements or contained on the individual Owner's Lot, (b) provide continuous maintenance of the improvements in the easements or of the channels or swales, except for the improvements for which a public authority or utility company is responsible, and (c) conform to the drainage plan for the Property on file with the City of Norman. Erosion control measures required by the City of Norman or any other governmental authority shall be the responsibility of the Lot Owner.

Section 8.8. Landscaping. Each Owner shall install, at their own cost, solid slab sod on the front and side portions of the Owner's Lot, excepting those areas established for landscaping planters, flower beds or other ground cover. Such solid slab sod shall be installed within thirty (30) days of the time of completion of the construction of the Residence upon the Lot. All Lot Owners shall continuously maintain landscaping with respect to each of their Lots, such as mowing of lawn, planting and maintaining of shrubs and trees. Front and side lawns consisting exclusively of unmowed grasses and flowers shall be prohibited.

Section 8.9. Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the adjoining Owners.

Section 8.10. Detached Structure. No Detached Structure shall be allowed on any Lot without the prior written approval of the Architectural Committee. No Detached Structure shall be used either temporarily or permanently as a residence. No Detached Structure shall be permitted in any easement reserved for utilities.

Section 8.11. Minimum Square Footage. The minimum square footage area requirements for Residences shall be one thousand ^{seven} hundred (1,700) square feet. This minimum figure is for heated and cooled living space, and is exclusive of garages, covered porches and breezeways. If a Residence is more than one (1) story in height, the ground floor must contain a minimum of one thousand two hundred (1,200) square feet.

Section 8.12. Air Conditioners. Any window type air conditioner installed shall not be: (i) Visible from Neighboring Property, or (ii) Visible from the Street.

Section 8.13. Trash Receptacles. Trash receptacles shall not be (i) Visible from Neighboring Property, or (ii) Visible from the Street.

Section 8.14. Utility Lines. All service lines for telephone, cable TV and other utility services shall be kept underground.

Section 8.15. Animals. No animals, fish, reptiles or fowl, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot, and then only if kept solely as household pets and not kept, bred or raised for commercial purposes. No pet or pets shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Upon the request of any Owner, the Association, or its assigns, shall determine, in its sole discretion, whether for the purposes of this Section, a particular animal, fish, reptile or fowl shall be considered to be a house or yard pet, or a nuisance, or whether the number of pets on any Lot is unreasonable; provided, however, that horses, mules, donkeys, cattle, pigs, goats and sheep shall not be considered as house or yard pets hereunder.

Section 8.16. Signs. No sign of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than five (5) square feet advertising the Lot for sale or rent, or signs used by a builder to advertise the Lot during the construction and sales period, or signs placed by Declarant to advertise or identify the Property during development. Nothing herein shall restrict Declarant's right to construct entrance gateways or permanent signs identifying the Residential Property on either a Lot or a Common Area identifying the development.

Section 8.17. Antennas and Satellite Dishes. All radio and television antennas shall be located inside the Residence on the Lot so as to not be Visible from the Street. One (1) satellite dish of not in excess of one (1) meter in diameter or diagonal measurement shall be permitted on any Lot so long as it is not Visible from the street.

Section 8.18. Solar Equipment. No solar equipment shall be allowed on the exterior of any structure on a Lot, unless specifically approved as to type and location by the Architectural Committee.

Section 8.19. Roof. All roofs of Residences shall be a minimum of 8/12 pitch. Roofing material to be used on pitched, hipped or mansard roofs shall be weathered wood color, six (6) tab weight composition shingle of a brand approved by the Architectural Committee. Notwithstanding the foregoing, tile, slate or wood shingles may be used if approved in writing by the Architectural Committee.

Section 8.20. Imitation Rock. No pre-manufactured and/or pre-formed rock or brick, otherwise known as imitation rock, shall be permitted on the exterior of any structure on any Lot.

Section 8.21. Exposed Stems. No exposed stems or grade beams on the front of any Residence will be permitted.

Section 8.22. Exterior of Structures. The principal exterior of any Residence (consisting of the first ten [10] feet in height) shall be at least seventy percent (70%) brick or masonry, and the other thirty percent (30%) balance of the exterior may be of frame, wood, shingles or other material which will blend together with the brick or masonry. It is the intention of this restriction to allow panels of other materials other than brick or masonry to be used, but in no event shall a continuing wall consisting of fifty percent (50%) of the exterior of the Residence be built of any material other than brick or masonry. This restriction is intended to restrict a substantial portion of the principal exterior of Residences to brick or masonry construction, but is modified to allow the use of other materials to blend with the brick or masonry to eliminate repetition of design. Any deviation from the above must be approved in advance by the Architectural Committee. All chimneys shall be of brick or masonry construction. No exposed frame or steel flue chimneys shall be allowed.

Section 8.23. Vehicles and Storage. No boats, trailers, tractors, other machines, motor homes, recreational vehicles or campers are to be parked or stored on any Lot or the street adjacent thereto. Driveways are not to be used for storage areas for such items as boats, trailers, tractors, other machines, motor homes, recreational vehicles, lumber, campers, house trailers, mobile homes, tractors, other agricultural or commercial machinery, airplanes or motor vehicles exceeding 3/4 ton capacity in size ("Trucks"). The continuous parking within the Residential Property of Trucks or delivery vans of any type, or of any truck designed for hauling gasoline or liquefied petroleum products, or of any type or size of truck or other commercial vehicle having an advertising sign or the name of a firm, business or corporation affixed thereon or painted thereon, except station wagons or automobiles, shall be prohibited.

Section 8.24. Vent Pipes. All vent pipes on Residences are to be kept at a minimum height and are to be of such material or be painted so as to blend with the roof.

Section 8.25. Storage of Building Materials. No building materials are to be placed or stored on any Lot until construction is to begin, and construction shall be completed within one (1) year from commencement of construction. During construction, the Owner shall provide and use a trash container.

Section 8.26. Usage of Easements. Declarant reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat as easements or Common Areas, sewer and other pipelines, conduits, and any other method of conducting or performing any public utility or quasi-public utility function above or beneath the surface of the ground, with the right of access any time to the same for the purpose of repair and maintenance.

Section 8.27. Sidewalk Installation. Each Owner shall install, at Owner's cost, four (4) foot wide and four (4) inch deep concrete sidewalks on the front portion of each Lot, all as required by the ordinances of the City of Norman. Such sidewalks shall be installed at the time of construction of each individual Residences, or within one (1) year of the acquisition of the Lot by the Owner, whichever first occurs, and shall be maintained thereafter by Owner of each Lot. For the purposes of this paragraph, the Declarant is not deemed to be an Owner. Sidewalks on the Walkways shall be maintained by the Association.

Section 8.28. Treehouses and Platforms. No treehouses, platforms in trees, play towers or other similar structures on any Lot shall be: (i) Visible from Neighboring Property, or (ii) Visible from the Street.

Section 8.29. Fences. No chain link fences shall be allowed. No fence shall be permitted on any Lots parallel to any Community Fence unless same is approved by the Architectural Committee. No fences of any kind shall be installed on any Lot between the front Lot line and the front building set-back line as shown on the Plat, or in the case of a corner Lot, between the front Lot line and the front building set-back line, nor between the side building line adjacent to the side street and the side

street property line. No gates or other penetrations shall be made in any Community Fence without the written consent of the Board.

Section 8.30. Mailboxes. Mailboxes used at the front Lot line are to be selected from drawings to be provided by or approved by the Architectural Committee.

Section 8.31. Temporary Structure. No structure of a temporary character, such as a trailer, mobile home, tent, garage, barn or other outbuilding, shall be allowed on any Lot at any time, except upon written permission from the Architectural Committee during the construction of the Residence on the Lot.

Section 8.32. Vacant Lots. No trash, refuse, caves or tree houses are to be placed, constructed or stored on any vacant Lot.

Section 8.33. Pool Equipment. No pool equipment, including pumps and heaters, on any Lot shall be Visible from Neighboring Property.

Section 8.34. Athletic Equipment. No athletic goals or equipment shall be erected on the front of any Lot or on the front of any Residence located on any Lot.

Section 8.35. Exclusion. Notwithstanding any language in this Article VIII that could be interpreted to the contrary, the General Restrictions provided in this Article do not apply to the Commercial Lot.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1. General Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such litigation shall be entitled to the award of a reasonable attorney fee to be paid by the other party. Although, so long as Declarant is an Owner, it may bring an action to enforce the provisions of this Declaration, Declarant has no duty to do so.

Section 9.2. Municipal Enforcement. In the event the Association fails to maintain the Common Areas, excluding the Open Space which requires no maintenance, and a complaint is made to the City of Norman, the City of Norman shall have the right, after giving the Association thirty (30) days written notice and an opportunity to cure, to perform the maintenance work, in which event the amount expended by the City of Norman shall be deemed, for all purposes, a special assessment, as

provided in Section 4.4 above, and the amount thereof shall be a lien on each Lot pursuant to Section 4.1 in an amount determined by dividing the amount expended by the number of Lots in the Residential Property. Such a lien shall be evidenced by the filing by the City of Norman of a Notice in the office of the County Clerk of Cleveland County, Oklahoma, and shall be subordinate in the manner provided in Section 4.9.

Section 9.3. Annexation. Additional Property may be annexed by the Declarant without the consent of Members, provided that the annexation is in accord with a General Plan of Development (herein called "General Plan"), prepared prior to the sale of any Lot and made available for review by every purchaser at the Declarant's office, 1203 Brookhaven Boulevard, Norman, Oklahoma, prior to such sale. The General Plan shall show the proposed additions to the existing Property and shall contain: (1) a general indication of size and location of the additional development stage or stages and proposed land uses in each; (2) the approximate size and location of Common Areas proposed for each stage; and (3) the general nature of proposed common facilities and improvements. Such General Plan shall not bind the Declarant, its successors and assigns, to make the proposed additions, or, if such additions are not made, to adhere to the General Plan in any subsequent development of the land shown thereon.

Section 9.4. Supplementary Declaration. The additions authorized under this Article shall be made by filing of record a Supplementary Declaration with respect to the Additional Property which shall extend the scheme of the covenants, voting rights and restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the Additional Property, provided they are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants and restrictions established by this Declaration as to the Property covered thereby prior to such addition.

Section 9.5. Term and Amendments. The covenants and restrictions of this Declaration shall run with and bind the Residential Property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by a vote of ninety percent (90%) of the Members, and thereafter by a vote of seventy-five percent (75%) of the Members. Evidence of the passage of such an amendment shall be the filing with the County Clerk of Cleveland County by the Secretary of the Association of an affidavit certifying that the amendment passed the requisite vote at a meeting of the Members. Notwithstanding the foregoing, no amendment of the provisions related to the abdication by the Association of its maintenance responsibility for the Common Areas or to amend Article V shall be effective until approved in writing by the City of Norman.

Section 9.6. 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.

Clerk of Cleveland County by the Secretary of the Association of an affidavit certifying that the amendment passed the requisite vote at a meeting of the Members. Notwithstanding the foregoing, no amendment of the provisions related to the abdication by the Association of its maintenance responsibility for the Common Areas or to amend Article V shall be effective until approved in writing by the City of Norman.

Section 9.6. 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 9.7. Right to Assign. The Declarant, by an appropriate instrument or instruments, may assign or convey to any Person any or all of the rights, reservations, easements and privileges herein reserved by Declarant, and upon such assignment or conveyance being made, its assignees or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements and privileges, or any one or more of them, at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

IN WITNESS WHEREOF, the Declarant has set its hand and seal this 24th day of September, 2005.

"DECLARANT"

MSDC PROPERTIES, L.L.C.,
an Oklahoma Limited Liability Company

By: CIES PROPERTIES, INC., MANAGER

By: 
DON CIES, PRESIDENT

By: 
LARRY SHAVER, MANAGER

Not

Not Official

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF CLEVELAND)

The foregoing instrument was acknowledged before me this 8th day of September, 2005, by DON CIES, President of Cies Properties, Inc., an Oklahoma corporation, on behalf of said corporation, and LARRY SHAVER, as Managers, of MSDC Properties, L.L.C., an Oklahoma limited liability company, on behalf of said company.

Marilyn Bourlier

Notary Public
State of Oklahoma

My commission expires: 2-22-06



Not Official

Not Official

EXHIBIT A
to
Declaration of Covenants

A tract of land located in Section Two (2) and Section Three (3), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Norman, Cleveland County, Oklahoma, described as follows:

Commencing at the Southeast Corner (SE/C) of said Section 3;
Thence N 00 degrees 45'12" W on the East Line of said Section 3 for a distance of 103.65 feet to the POINT OF BEGINNING, said point being on the North Right-of-Way Line of Oklahoma State Highway Number Nine (9);
Thence N 00 degrees 45'12" W on said East Line of Section 3 for a distance of 14.98 feet;
Thence N 89 degrees 26'56" W on said North Right-of-Way Line for a distance of 331.69 feet;
Thence S 79 degrees 14'03" W on said North Right-of-Way Line for a distance of 76.50 feet;
Thence N 89 degrees 26'56" W on said North Right-of-Way Line for a distance of 1409.38 feet;
Thence N 00 degrees 37'46" W for a distance of 1033.22 feet;
Thence N 89 degrees 22'14" E for a distance of 130.00 feet;
Thence N 00 degrees 37'46" W for a distance of 17.11 feet;
Thence N 89 degrees 22'14" E for a distance of 180.00 feet;
Thence N 00 degrees 37'46" W for a distance of 166.36 feet;
Thence S 89 degrees 26'56" E for a distance of 516.22 feet;
Thence Southeasterly, on a curve to the right, having a radius of 270.00 feet, a chord bearing of S 23 degrees 13'39" E for a curve distance of 68.75 feet;
Thence S 16 degrees 08'42" E for a distance of 151.87 feet;
Thence N 73 degrees 51'18" E for a distance of 60.00 feet;
Thence S 16 degrees 08'42" E for a distance of 77.87 feet;
Thence N 73 degrees 51'18" E for a distance of 324.43 feet;
Thence S 36 degrees 51'01" E for a distance of 159.27 feet;
Thence S 90 degrees 00'00" E for a distance of 106.41 feet;
Thence S 00 degrees 44'55" E for a distance of 554.88 feet;
Thence S 89 degrees 26'56" E for a distance of 330.26 feet to a point on the West Line of the Southwest Quarter (SW/4) of said Section 2;
Thence S 89 degrees 51'58" E for a distance of 382.20 feet;
Thence S 00 degrees 08'02" W for a distance of 372.01 feet to a point on the North Right-of-Way Line of Oklahoma State Highway No. Nine (9);
Thence N 89 degrees 51'58" W on said North Right-of-Way Line for a distance of 376.44 feet to the POINT OF BEGINNING, containing 43.06 acres, more or less.

EXHIBIT B
to
DECLARATION OF COVENANTS

COMMON AREAS

Blocks A, B, C, D, F, G and H of Summit Valley Addition to
the City of Norman according to the recorded plat thereof.