

VILLAS AT CASCATA LAKES-SECTION 2
Owner's Certificate and Restrictions
City of Oklahoma City,
Cleveland County, Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned FIRST AMERICAN TITLE AND TRUST COMPANY, Trustee, which is an Oklahoma Corporation organized and existing under and by virtue of the laws of the State of Oklahoma for convenience hereinafter referred to as "Owner", does hereby certify that it is the owner and the only corporation, partnership or partnerships, person or persons, having a right, title or interest in all of the land embraced and included in the VILLAS AT CASCATA LAKES, SECTION 2, BLOCKS 4 thru 6 inclusive, now plotted into lots, blocks, streets and easements, as shown on the recorded plat of the VILLAS AT CASCATA LAKES, BLOCKS 4 thru 6 inclusive, in the office of the County Clerk of Cleveland County, Oklahoma, being more particularly described as follows:

VILLAS AT CASCATA LAKES, SECTION 2, BLOCKS 4 THRU 6, INCLUSIVE, A tract of land in the Northwest Quarter (NW/4) of Section 19, Township Ten North (T-10-N), Range Three West (R-3-W), of the Indian Meridian, Oklahoma City, Cleveland County, Oklahoma, said tract containing 18.13 acres, more or less.

For the purpose of providing an orderly development of all of the lots and blocks included in the above described plat, and for the further purpose of providing adequate restrictive covenants for the benefit of itself, and its successors in title to the aforesaid lots, the Owner does hereby impose the following restrictions and reservations on the entire plat of the VILLAS AT CASCATA LAKES, SECTION 2, BLOCKS 4 thru 6, inclusive to which it shall be incumbent upon its successors in title to adhere, and any corporation or corporations, partnership or partnerships, person or persons, hereafter becoming the owner or owners either directly or through any subsequent transfers or in any manner whatsoever, of any lots, block or blocks included in the VILLAS AT CASCATA LAKES, SECTION 2, BLOCKS 4 thru 6, inclusive shall take hold or convey the same, subject to the following restrictions and reservations, to wit:

Architectural Committee: The Architectural Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans, specifications, plot plans, color schemes and materials or determination of any

waiver as hereinafter authorized, may take into consideration the nature and character of the proposed structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. No building shall be erected, placed or altered on any lot located in the above described Addition until after the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in said subdivision, and as to location of the building with respect to topography and finished ground elevation, and with respect to side lot and front building set back lines, by a majority of an architectural committee composed of J.W. Mashburn and Jesse Mashburn or their duly authorized representative or representatives or successors. In the case of the death or resignation of any member or members of said committee, the Owner shall have the authority to appoint successor members to the above named committee to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and said newly appointed member or members, shall have the same authority hereunder as their predecessors to approve or disapprove such design or location as above set forth. If the aforesaid committee, their authorized representatives or successors fails to approve or disapprove such design and location within thirty (30) days after building plans, building specifications, and plat plan have been submitted to them, or in any event, if no suit to enjoy the erection of such building, or the making of such alterations, has been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully complied with. In the event that building plans, specifications, and plot plan showing the location of such building are not submitted prior to construction, the owner of the lot is in violation of this covenant and it shall not be deemed to have been waived by the fact that the Owner does not object to a particular violation prior to completion of construction. The Owner may at any time after completion of construction bring an action requiring the lot owner to comply with all restrictions herein contained. If the Architectural Committee chooses to grant a waiver subsequent to completion because of hardship, such action shall not be deemed a precedent for similar violations in the future. The Architectural Committee shall have, and are hereby granted, the authority and power to waive in writing any building restrictions herein contained, except those prohibiting the use of any lot and/or residential building site for business, professional and/or commercial purposes, if in said committee's sole opinion such action would not materially injure and/or substantially affect the property rights of other owners within said Addition. The Architectural Committee shall not be liable for any waiver granted or any approval, disapproval or failure to respond to a particular request.

Single-Family Residential Sites Only: All of the lots in the VILLAS AT CASCATA LAKES, SECTION 2, above described shall be known as, and reserved exclusively for use as residential lots and/or residential building sites for single-family structures. The term "Single-Family" is intended to prohibit multiple families from permanently living in the same unit. This provision shall be strictly enforced if, in the sole discretion of the Architectural Committee or the Home Owners Association, the multiple family situation has become a nuisance to the neighbors. No structures shall be erected, altered, placed or permitted to remain on any lot and/or building site in said addition, other than single-family residences not to exceed two stories in height. No trailer, basement, tent, shack, garage, or other outbuildings located on any lot in the VILLAS AT CASCATA LAKES - SECTION 2 shall be used as a residence temporary or permanent, nor shall any other structures of a temporary character be used as a main resident.

Garages. Every single-family residential site will have a private garage for not less than two (2) cars, but not more than three (3) cars. Garages must be at least two cars wide and must be attached to, or built within a residence.

Commercial and Church Buildings Prohibited: No building or structure of any sort may ever be placed, erected or used for church, business, professional trade or commercial purposes on any portion of any lot or block in the VILLAS AT CASCATA LAKES, SECTION 2, except, that this prohibition shall not apply to any building or structure that may be placed on any lot, or portion of a lot, in the VILLAS AT CASCATA LAKES, SECTION 2, that is used exclusively by a public utility company in connection with the furnishing of public utility service to such addition.

Commercial Activities Prohibited: No church, business, professional office, trade or commercial activity of any sort may ever be conducted in any residence or building of any sort, or upon any portion of any lot or block in the VILLAS AT CASCATA LAKES, SECTION 2. This restriction is not intended to prohibit a sales office and model home(s) within the sub-division or those types of in-home commercial activities which can be conducted in such a manner that the neighbors are unaware of the existence of the business, e.g. bookkeeping, sales conducted via telephone or the Internet, etc.

Fences/Enclosures: The Architectural Committee must approve any and all fences in writing. A detailed drawing or brochure of the intended fencing material along with a plot plan showing the intended location of the fence must be submitted for written approval prior to any installation. No fences shall be installed to extend beyond any building line (front, side, or rear) on any residence or lot. The resident must obtain a pin

survey or contractor installing the fence to assure there are no encroachments to neighboring property.

The Architectural Committee provided for on Page 1 of the Owner's Certificate and Restrictions may, in its discretion, waive or grant a variance in whole or in part to the restrictions in this section as to fences; however, such waiver or grant of variance must be in writing.

Parking Prohibited in Front of Building Setback Line: No permanent parking or storage of anything (automobiles, any type of trucks/trailers/bikes/boats) shall be permitted on any lot or driveway; provided, however, that is not the intention of this paragraph to exclude the temporary parking of passenger automobiles on any portion of the garage driveway that is located in front of such front building limit or setback line on each building site. Temporary parking shall not be defined as to include overnight parking. "On-street" parking, even temporarily, is specifically prohibited by these restrictions.

Mobile-Homes Prohibited. Mobile homes of any type are specifically prohibited from being located even temporarily on any lot in the VILLAS AT CASCATA LAKES, SECTION 2.

Boats, Trailers and Other Vehicles: Boats, trailers or other vehicles, except mobile homes, which are not normally used as every day transportation may be kept on the premises provided they are totally concealed from the streets and are not visible from any other lot located in the VILLAS AT CASCATA LAKES, SECTION 2. No temporary or overnight parking on any portion of the driveway will be permitted. Notwithstanding the foregoing sentence, owners of those lots that are herein defined as "Lake-Front" Lots shall be permitted to keep boats on the lake. **An electric trolling motor may be used on each boat, but in no case will an exception ever be made for any other type of motor.**

Basketball Goals: Permanently installed basketball goals are not permitted. Basketball goals, if used, must be portable. They are not to become a permanent fixture on your driveway. When not in use they must be stored as inconspicuously as possible so they are not prominently noticeable when driving on the street.

Tree-Houses, Play Towers & Other Similar Structures: No tree houses, platform in trees, play towers, or other similar structures or equipment on any lot in the VILLAS AT CASCATA LAKES, SECTION 2 shall be visible from any other lot located in the VILLAS AT CASCATA LAKES. However, a majority of the Architectural Committee may, in its discretion, waive in whole or in part the restrictions in this paragraph, provided such waiver is obtained in writing in advance of construction.

Clothes Drying Facilities: No outside clothes drying or airing facility shall be visible from streets or neighboring property in the VILLAS AT CASCATA LAKES, SECTION 2.

Satellite Receiving Dishes and Other Antennas: Satellite receiving dishes, small DSS disks, radio or television antennas shall be allowed provided they are not visible from the street. The Architectural Committee may, in its discretion waive in whole or in part the restrictions in this paragraph; however, such waiver must be in writing.

Swimming Pools. No above ground swimming pools shall be permitted on any lot in the VILLAS AT CASCATA LAKES, SECTION 2.

Hot Tubs on Regular Lots. Above ground hot tubs are permitted on regular lots; however, must be concealed by a six foot (6') site proof fence surrounding the outer most boundaries on any particular lot as defined in the section heading referring to Fences/Enclosures. **Hot Tubs on Lake Lots.** No above ground hot tubs shall ever be permitted on any Lake Lot.

Animals, Dogs & Cats: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in the VILLAS AT CASCATA LAKES - SECTION 2, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. Under no conditions shall a **Pit Bull** dog be kept even temporarily on any lot in the VILLAS AT CASCATA LAKES, SECTION 2. No type of animal shelters (houses), dog runs, fenced areas shall be visible from the street or neighboring property. Each owner of a pet shall be responsible for seeing that his pet does not leave animal waste on a neighbor's property. In other words the "pooper scooper" law shall be in effect in the VILLAS AT CASCATA LAKES, SECTION 2.

Nuisances, Cesspools, Gardens: No noxious or offensive trade or activity shall ever be carried on upon any lot and/or building site in the VILLAS AT CASCATA LAKES, SECTION 2, nor shall anything ever be done thereon which may be or become an annoyance or nuisance to the neighborhood. Leaching cesspools are specifically prohibited. Failure to mow lawns at reasonable intervals shall be considered as an annoyance to the neighborhood. Gardens shall be permitted only if they are not visible from the neighboring property.

Storage Tanks: No tank for the storage of oil, water, or other fluids, or any other substance regardless of nature, may be maintained above the ground and outside an authorized structure on any of the lots in the VILLAS AT CASCATA LAKES, SECTION 2 without the consent in writing from the Architectural Committee.

Dumping on Vacant Lots Prohibited: No trash, ashes, grass clippings or other refuse may be thrown, placed or dumped on any vacant lot in the VILLAS AT CASCATA LAKES, SECTION 2.

Signs: The construction, erection or maintenance of a sign or billboard on any lot or building site in the VILLAS AT CASCATA LAKES, SECTION 2, is specifically prohibited; except that a sign or billboard advertising the rental or sale of such property is permitted; provided it does not exceed eight (8) square feet in size, unless specific written consent is obtained in advance from Owner, above designated, for the temporary installation of larger size.

Mowing, Maintenance & Repairs: All lots in the VILLAS AT CASCATA LAKES - SECTION 2, shall be kept and maintained in such a manner as to not distract from the cleanliness and orderliness of the subdivision. Each home owner in the VILLAS AT CASCATA LAKES, SECTION 2, shall keep all shrubs, trees, grass and plantings of every kind on his lot, to the curb lines, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. Each homeowner shall replace any plantings, which have been installed on his lot that may die with equal or like plantings. Each home owner shall replace any trees in the street right-of-way, installed by the Developer or Builder that may die with trees only of the exact species and caliper measured six inches (6") from the ground level as those originally installed by the Developer or Builder. The Architectural Committee designated in Paragraph (1) above shall have the sole authority to determine when a lot is not being maintained in a reasonably clean and orderly manner. Upon failure of the owner of each lot to abide by the conditions herein stated the Developer and/or Home Owners Association may, in its discretion, mow such areas, trim the trees, repair fences, repair or replace dilapidated mail boxes, remove trash or refuse and levy an assessment upon such lot for the cost involved, which assessment shall constitute a lien upon such lot to the same extent as is provided elsewhere herein with respect to other assessments.

Landscaping & Maintenance: The Builder shall be responsible for all landscaping to be in place prior to occupancy. All homes in the VILLAS AT CASCATA LAKES, SECTION 2 shall have landscaping that is aesthetically pleasing and shall be maintained in a diligent manner. The front yards shall have trees, shrubs and plants that are customary and usual for the VILLAS AT CASCATA LAKES-SECTION 2. The Architectural Committee shall, in its sole discretion, determine when a homeowner is in violation of this restriction.

Repair of Buildings and Improvements: No building or improvement upon any lot shall be permitted to fall into disrepair, but

shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Garbage, Trash Containers and Collections: All garbage shall be disposed of in a kitchen sink appliance installed for the purpose by each owner in his residence. All other refuse, including lawn and garden clippings and trash, shall be kept in containers. The trash containers shall be made available for collection, and then only for the shortest time reasonably necessary to effect such collection. Trash containers shall be stored out-of-sight, possibly behind a fence or away from the front of your home, but never stored on driveway within visibility of the street.

Previously Constructed Structures Prohibited: No existing erected building or structure of any sort, except a construction office, may be moved onto and/or placed on any of the above described lots, building site, or blocks located in the VILLAS AT CASCATA LAKES, SECTION 2, it being the intention of this covenant definitely to prohibit the moving onto and/or placing of existing residential structures on any of the lots and/or blocks in said VILLAS AT CASCATA LAKES, SECTION 2.

Storage Buildings: Notwithstanding the provisions of above Section, these restrictions shall not be deemed to prohibit the placing of no more than one prefab or factory built storage building or one of comparable quality to the following specifications:

- a. Not to exceed ten feet by ten feet (10' x 10')
- b. Six foot (6') Wall Height
- c. The roof pitch shall be a 4/12 i.e., the roof ridge can be no higher than twenty inches (20") above a six foot (6') fence
- d. Concealed by a site proof fence

A custom building must be built of the same type building and roofing material that is used in the home; however, it does not have to be bricked. No portion or part of any storage building can be visible above the perimeter wall/fence surrounding the development; i.e., it cannot be visible from any street outside of the development. Specifications of storage buildings as to location, size, material and height shall be submitted to the Architectural Committee for approval before installation. The Architectural Committee provided for on Page 1 of the Owner's Certificate and Restrictions may, in its discretion, waive or grant a variance in whole or in part to the restrictions in this section as to storage buildings; however, such waiver or grant of variance must be in writing.

Lake Lots - There shall be no storage building or other outside structures allowed on any Lake Lot unless authorized and approved in writing by the Architectural Committee.

Modular Homes Prohibited: No modular homes shall ever be constructed or erected on any lot in the VILLAS AT CASCATA LAKES, SECTION 2.

Drainage & Utility Easements on Recorded Plat: Subject to the reservation in favor of the Owner herein below, easements for surface water drainage and for public utility installations and maintenance are hereby reserved across the rear of certain lots and along the side of certain lots and as designated in other places in accordance with the designations, "Util. & Drg. Ease.", "D & U/E" and "U & D/E" all as shown upon the above mentioned recorded plat of the VILLAS AT CASCATA LAKES, SECTION 2. The owner specifically reserves the right at any time hereafter to amend, extinguish or vacate the aforesaid drainage and utility easements, and rights of way as to all or portions of the above described property insofar as drainage utility easements and rights of way are not actually in use.

Water Obstruction: No structure of any kind that would impede or obstruct the natural flow of water shall be placed within the banks or bed of any creek or stream of water within the addition or below the 100 year flood line. No trash, grass clippings or debris shall be dumped or placed within the banks of any such creek or stream of water or upon any vacant lot within the addition. The owner of each lot shall be responsible for the proper maintenance of the banks and bed of the portion of any creek or stream of water that is located within the boundaries of the lot.

Surface Drainage: Each lot shall receive and drain in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation, and from public streets and easements. No lot owner shall construct or permit to be constructed, any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot. The Architectural Committee may, in its discretion, waive in whole or in part the restrictions in this paragraph; however, such waiver must be in writing. The foregoing covenants set forth in this paragraph shall be enforceable by any affected lot owner, and by the City of Oklahoma City.

Erosion Control: Any type of erosion control (retaining wall, fence, shrubbery, etc.) must be approved by the Architectural Committee prior to installation.

One Residence per Site: No more than one single family residence shall be erected on any residential lot in the VILLAS AT CASCATA LAKES, SECTION 2, and where the whole or parts of two or more

adjoining residential lots are combined to form a single building site, no more than one (1) single family residence shall be constructed on such building site. No subdivision or combination of parts of any two (2) lots shall result in a building site having less than fifty-five (55) front feet measured at the front building limit line.

Exterior Building Materials & Fireplaces: A minimum of eighty five percent (85%) of the actual exterior walls of the residential building and attached garage measured from the ground level up to the equivalent of the first floor ceiling (excluding all exterior doors, windows, and garage doors), must be constructed of brick, brick veneer, stone or stone veneer. The exterior building materials, (paint, brick and guttering), are restricted to the choices shown in **Exhibit "C"** attached. Maintenance or repairs made to your home regarding the paint, brick or guttering must remain consistent with the exterior building materials selections (Exhibit "C"). No variance to change any color selections will be accepted without written approval by the Architectural Committee prior to any changes.

Fireplaces: Fireplaces with an outside chimney chase shall be constructed as follows:

a) All flues must meet City Code, but in no case shall the outside diameter of the flue be larger than seven inches (7"); unless in the case of a wood-burning fireplace, see section "c" below.

b) All chimneys on the exterior wall of the front or side of the house shall be constructed of one hundred percent (100%) masonry veneer which goes to within eight inches (8") of the flue top or cap.

c) A wood-burning fireplace that is not on an outside wall shall have a chimney with drivit exterior that goes to within eight inches (8") of the flue top or cap.

All fireplaces shall conform to the City requirements for a wood-burning fireplace. The chimney must be no less than three feet (3') higher than the roof at the point where the chimney passes through the roof. The chimney must also be at least two feet (2') higher than any portion of the building which is within a ten feet (10') radius of the chimney. However, a majority of the architectural committee may, in its discretion, waive in whole or in part the restrictions in this paragraph, provided such waiver is obtained in writing in advance of construction.

Roofing Materials: Roofs may be constructed using composition shingles provided said shingles meet the appropriate minimum criteria shown below:

Composition Roofs - All composition roofs shall be constructed using no less than a thirty (30) year 240# weight laminated shingle. The color of the shingles shall be restricted to the weathered wood only.

However, a majority of the architectural committee may, in its discretion, waive in whole or in part the restrictions in this paragraph, provided such waiver is obtained in writing in advance of construction.

Roof Pitch: All homes shall have a minimum eight (8) pitch roof; however, a majority of the architectural committee may, in its discretion, waive in whole or in part the restriction in this paragraph, provided such waiver is obtained in writing in advance of construction.

Foundations: All houses must be constructed with dug footing foundations that permit brick to come all the way to the ground on all sides of the house without exposing the stem wall in any area.

Driveways: The width of the driveway insofar as its capacity to park cars side by side shall not exceed the number of cars to be parked in the garage, i.e. the width of the driveway cannot be for three cars if the garage is a two-car garage.

Landscaping & Trees: All builders must preserve all existing trees as much as possible to every practical extent. All builders must provide at least one (1) tree at least two and one-fourth inches (2¼") caliber measured six (6") inches from ground level, (either existing or to be planted) in the area between the building line and the street right-of-way. Corner lots must have two (2) trees, one (1) on each street. All newly planted trees must be a two and one-fourth inch (2¼") Live Oak. If any tree dies, it must be replaced with the same size and type Live Oak specified above within thirty (30) days by the property owner or the Developer may replant the tree(s) and be entitled to reimbursement therefore. The Developer shall have the right to enter onto the property for the purpose of replanting. If the Developer is not reimbursed, the Developer may file evidence thereof of record as a lien against the property and foreclose such lien as allowed by law for the foreclosure of liens generally. All builders must landscape the front yards with appropriate shrubs and plantings that are customary and usual for homes in the VILLAS AT CASCATA LAKES.

Building Line Setbacks: No residential building, or any part thereof, shall ever be located nearer to the front lot line, or nearer to the side street lot line, than the minimum building setback lines shown on the recorded plat of the VILLAS AT CASCATA LAKES, SECTION 2, and identified thereon as "B.L.L.". There shall be a minimum side yard setback of Five (5') feet on

one side and Five (5') feet on the other side provided, however, that where the whole or parts of two or more adjoining lots are used for a single residential building site, then the aforesaid side lot line restrictions shall not apply on the two or more contiguous sides of said lots, and in lieu thereof, shall apply to the exterior side boundary line of the actual residential building site used. To insure compliance with the aforementioned side yard setback restrictions and as a precaution to any violation thereof, any person, partnership or corporation building a residential building on any lot in the VILLAS AT CASCATA LAKES, SECTION 2, shall build no closer than ten (10') feet (measured from exterior to exterior) to any main residential buildings which might exist or be under construction on the lots adjacent to the lot on which the main residential building is to be placed. Should there be any unintentional violation of building setback lines or side yard building lines, no person, partnership, corporation owning property in the VILLAS AT CASCATA LAKES, SECTION 2, shall object or protest to the party guilty of said violation seeking a variance from the Oklahoma City Board of Adjustment or to the granting of such variance from the Oklahoma City Board of Adjustment. The aforesaid side lot lines or side boundary lines, also shall not apply to a detached garage or other outbuilding located sixty (60') feet or more from the front lot line of the residential lot or building site on which said outbuilding is erected, provided, however, said outbuilding must be at least three (3') feet from the nearest side lot line or side boundary line. For the purpose of the covenants (in this paragraph), chimneys, bay windows, eaves, steps, patios, open porches, fences, driveways, or walkways, shall not be considered as a part of the residential building, provided however, that this shall not be construed to permit any portion of a residential building on a lot and/or building site. Furthermore, no detached garage or other outbuilding shall be permitted in the easements reserved for utilities and shown on the recorded plat of the VILLAS AT CASCATA LAKES, SECTION 2.

Minimum Square Footage: No single-family residential building shall ever be constructed or erected on any lot and/or building site in the VILLAS AT CASCATA LAKES, SECTION 2, unless the ground floor area of said residence, excluding one-story open porches, breezeways and attached garages, is not less than One Thousand Eight Hundred (1,800) square feet; except that in the case of a one and one-half story single family residential dwelling, the ground floor area of said residence, excluding one-story open porches, breezeways and attached garages shall not be less than One Thousand Fifty (1,050) square feet, and said residential structure shall have a total living area of not less than One Thousand Eight Hundred (1,800) square feet; and further, except in the case of a two-story single family residential dwelling, the ground floor area of said residence, excluding one-story open porches, breezeways and attached

garages, shall not be less than One Thousand Fifty (1,050) square feet, provided, however, that in the case of what is commonly known as a "split level residence" the total floor area of all levels of the main residence shall be included in determining that said ground floor area is not less than One Thousand Eight Hundred (1,800) square feet. **See Lake Restrictions for square foot requirements on "Lake Lots".**

Sidewalks: Sidewalks shall be constructed on each lot as shown on **Exhibit "A"**, concurrently with the construction of the residence thereon. Each sidewalk shall be parallel to the street and must be constructed three (3') feet behind the curb line and must also be constructed in accordance with the applicable sidewalk construction specifications of the City of Oklahoma City, Oklahoma.

Mailboxes: Mailboxes are restricted to a Keystone Mailbox with deluxe post and address plaque to be installed by the builder at each home site. **(See drawing attached in Exhibit "B")**. In the event replacement is necessary at some later date, the mailbox must be replaced with the same style as shown in **Exhibit "B"**.

Home Owners Association: Membership in the **Cascata Lakes Home Owners Association, Inc.** is mandatory for all homeowners in the VILLAS AT CASCATA LAKES. The purpose of the homeowners association is for unifying and organizing the homeowners in the various phases and/or sections of the VILLAS AT CASCATA LAKES. **The obligation to pay Home Owners Association dues for a particular lot will begin upon the date when the home builder sells the improved lot to a home buyer.** The Developer shall have no obligation to pay Home Owners Association dues on any lots which it owns.

A. In the above connection, the Developer shall establish such charter, by-laws, or rules and regulations affecting the Association as it, in its sole discretion, deems necessary for the future government of the association.

B. The owner of each lot, including the Developer, shall be entitled to one membership for each lot of which they are the owners of public record.

C. For so long as the Developer is subsidizing the Association, the Developer shall be entitled to make all decisions for the Association without the necessity for having annual Association meetings or voting on decisions.

D. Once the Association is receiving sufficient dues from the members that the Developer is no longer subsidizing the Association, or sooner if the Developer so desires, the Developer shall turn the operation of the Association over to the membership of Association. The members shall be obligated

to accept the responsibility of operating the Association when the Developer decides to turn the Association over to the members.

E. For so long as the Developer is developing any section of the Villas at Cascata Lakes, the Developer shall be deemed to have a significant financial investment in the Villas at Cascata Lakes. As a result of the Developer's financial investment it has a commitment to see that the Villas at Cascata Lakes retains its reputation as a quality development. For this reason, the Developer shall have the right to override any decision of the Association that the Developer, in it's sole discretion, deems imprudent for the interest of the Villas at Cascata Lakes and the Association shall be obligated to abide by the Developer's decision. This right shall be part of the by-laws of the Association and shall not be subject to amendment.

F. The Home Owners Association will not own any common areas that would require upkeep and maintenance by the Association, except all areas designated as common areas on the plats of the various sections in the Villas at Cascata Lakes. The purpose of the Home Owner's Association is:

- a) To maintain the landscaping, lighting, sprinkler systems, all utility billings, flagpoles and to otherwise beautify all entrances/exits.
- b) To respond to violations of restrictions contained within this document, i.e. the Owner's Certificate and Restrictions; and
- c) To consider and address the issue of neighborhood security, e.g. a neighborhood watch program, a security patrol to the extent funds might be available, etc.; and,
- d) To construct and maintain other amenities as might be agreed upon by the members of the Home Owner's Association in accordance with the provisions of this instrument.

G. The dues shall be Two Hundred Dollars (\$200.00) per year. Unpaid Association dues shall become a lien upon the real estate and premises affected and the Association may file evidence thereof of record and foreclose such lien as allowed by law for the foreclosure of liens generally.

Lake Lot Home Owners Association. It is the intent of the developer to form a Lake Lot Home Owners Association whose membership will be comprised of the owners of Lots 11, 12, 13 (the "Lake Lots"), inclusive, Block 5, the Villas at Cascata Lakes, Section 2, together with the owners of all lots in future phases of the Villas at Cascata Lakes whose lots are designated in the restrictive covenants of said phases as "Lake Lots" with

the exception of any section designated to have an independent "Lake Lot Home Owner's Association". **Membership in the association shall be mandatory for the owners of all Lake Lots.** The obligation to pay Home Owners Association dues for a particular lot will begin upon the date when the home builder sells the improved lot to a home buyer. The Developer shall have complete control of the Lake Lot Home Owners Association until the development of the Villas at Cascata Lakes is complete or the Developer determines to relinquish control of the Association to the Lake Lot owners. Thereafter, at a meeting called by the Developer, with due notice to all of the then owners of the Lake Lots, the Developer shall turn such non-profit corporation over to the homeowners, and such homeowners shall accept such non-profit corporation. Even after the Developer relinquishes control, for so long as the Developer is developing the Villas at Cascata Lakes, the Developer shall retain the right to veto any proposed action of the Association and the Association shall be bound by the Developer's veto. The Developer shall have this power of veto notwithstanding any language herein to the contrary.

In the above connection, the Developer shall establish such charter, by-laws, or Rules and Regulations affecting the Association as it, in its sole discretion, deems necessary for the future government of the Association. After acceptance by the homeowners, such homeowners shall have the right to change the charter, by-laws or Rules and Regulations of such non-profit corporation provided that fifty-one percent (51%) of all homeowners WHOSE DUES ARE CURRENT vote as above stated to change same.

The purpose of the Villas at Cascata Lakes, Section 2 Lake Lot Owners Association will be:

- To maintain the dam and spillway, and
- To respond to other matters of common interest concerning the enjoyment of the lake.

Unpaid Association dues shall become a lien upon the real estate and premises affected and the Association may file evidence thereof of record and foreclose such lien as allowed by law for the foreclosure of liens generally.

Owners of the Lake Lots shall be required to be members of both Home Owners Associations, i.e. the regular Home Owners Association and the Lake Lot Home Owners Association. The annual dues are \$200.00 for each association, a total of \$400.00 annually.

Additional Lake Lot Restrictions:

For those lots herein designated as Lake Lots, the following restrictions shall apply notwithstanding any provisions herein contained to the contrary.

Boat Docks: All boat docks must be located in the center of the lot's water frontage and must be constructed in accordance with the plans and specifications attached hereto as EXHIBIT "D". The elevation of the bottom of each dock shall be at the elevations as per attachment EXHIBIT "E". "Recommended Boat Dock Elevations", indicating the dock elevation for each lot in the Villas at Cascata Lakes, Section 2. To ensure that all boat docks are constructed in accordance with these restrictions, the builder or owner shall call the developer prior to construction of the dock and request that the developer locate the proper elevation for the dock.

Erosion Control/Maintenance: Each lake lot owner shall maintain rear, side yards and trees to the water level. Any type of erosion control (retaining wall, fence, shrubbery, etc.) must be approved in writing by the Architectural Committee prior to installation.

Fences: In the event that any fence is constructed on a lake lot (including fencing on side yards), said fence shall be specifically constructed of ornamental iron no higher than four (4') feet in accordance with the plans and specifications shown on EXHIBIT "F" ATTACHED HERETO. **All rear yard fences must be constructed on rear property line.** This is to keep the fencing around the lake consistent in an even line from yard to yard. The purpose of this provision is to provide an open area affect around the lake. While landscaping is encouraged, no landscaping shall be permitted for site-proofing purposes.

Storage Buildings/Other Structures. Storage buildings or any other outside structure and location shall be allowed only after written approval from the Architectural Committee.

Patios: Patios at the shoreline shall be permitted providing they meet following specifications:

- a. Must be aesthetically pleasing and compatible within the neighborhood.
- b. No obstructions/walls above existing grade that would affect the view around the lake.
- c. Concrete embankment along the shoreline shall not be altered or damaged during any type of construction along the shoreline.
- d. Plans and specifications for any type of construction must be approved and have written authorization from the Architectural Committee prior to construction.
- e. No structures, storage of materials, grading, fill or other obstructions, which can impede the flow of water, including fences, either temporary or permanent shall be placed within COMMON AREAS "A", "B", "C", "D", "E" and all future COMMON AREAS as shown on the Villas at Cascata Lakes plats filed of record.

Hot Tubs: No above ground hot tubs shall ever be permitted on any Lake Lot.

The Architectural Committee may, in its discretion, waive in whole or in part the restrictions in this paragraph; however, such waiver must be in writing.

Minimum Square Footage. This applies to the "Lake Lots", **Lots 11,12,13, Block 5.** No single-family residential building shall ever be constructed or erected on any lot and/or building site in the Villas at Cascata Lakes - Section 2 unless the ground floor area of said residence, excluding one-story open porches, breezeways and attached garages, is not less than Two Thousand Six Hundred (2,600) square feet; except that in the case of a one story single-family residential dwelling with a bonus room, the ground floor area of said residence, excluding one-story open porches, breezeways and attached garages shall not be less than Two Thousand Two Hundred (2,200) square feet, and said residential structure shall have a total living area of not less than Two Thousand Six Hundred (2,600) square feet; and further, except in the case of a two-story single family residential dwelling, the ground floor area of said residence, excluding one-story open porches, breezeways and attached garages, shall not be less than Two Thousand Two Hundred (2,200) square feet, provided, however, that in the case of what is commonly known as a "split level residence" the total floor area of all levels of the main residence shall be included in determining that said ground floor area is not less than Two Thousand Six Hundred (2,600) square feet.

Violation of Covenants, Legal Proceedings, Liens, etc: Should the owner and/or tenant of any lot or lots or building sites in the VILLAS AT CASCATA LAKES - SECTION 2, violate any of the restrictive covenants and/or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions contained herein, after reasonable notice, then in such event, any owner or any lot or building site in the VILLAS AT CASCATA LAKES, SECTION 2, may institute legal proceedings to enjoin, abate and/or correct such violation or violations, and the owner of the lot or lots or building sites permitting the violation of such restriction and/or conditions shall pay all attorney fees, court costs, and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid restrictions and conditions, and attorney fees to be fixed by the court, and it is further agreed that the amount of said attorney's fees, court costs, and other expenses allowed and assessed by the court, for the aforesaid violations, shall become a lien upon the land, as of the date legal proceedings were originally instituted, and said lien shall be subject to the foreclosure in such action, so brought to enforce such restrictions, in the

same manner as liens upon real estate, the procedure as to which is fixed by statute.

Section Headings: The descriptive headings contained herein are for convenience only and are not intended to define the subject matter of the provisions hereof and shall neither be used for interpretation nor affect in any way the meaning of the provisions herein. The covenants herein stated are to run with the land, and shall be binding upon all parties and all persons claiming under them until December 31, 2015, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the then owner of two thirds of the lots in the VILLAS AT CASCATA LAKES, SECTION 2, it is agreed to change such covenants to whole or in part.

Amendments. These restrictions may be amended either by a majority vote of the lot owners or unilaterally by the developer even when it owns only one lot as long as such amendment is consistent with the basic plan for the development.

Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned owner has caused this instrument to be executed at Oklahoma City, Oklahoma on this ___ day of _____, 2006.

FIRST AMERICAN TITLE & TRUST COMPANY,
A Corporation, Trustee

ATTEST:

By _____
Betty J. Cummins, Vice-President

Secretary

State of Oklahoma)
) ss.
County of Oklahoma)

The foregoing instrument was acknowledged before me this ___ day of _____, 2006, by Betty J. Cummins, Vice-President of First American Title and Trust Company, an Oklahoma Corporation, on behalf of the corporation.

Notary Public

My Commission Expires:
(SEAL)

