

Bel Lago

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT LAKE VALLEY, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY (THE "DEVELOPER"), BEING THE OWNER IN FEE SIMPLE OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, T-18-N, R-15-E, WAGONER COUNTY, OKLAHOMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID SE/4;
THENCE N 01°19'08" W A DISTANCE OF 450.00' TO THE POINT OF BEGINNING;
THENCE CONTINUING N 01°19'08" W A DISTANCE OF 1469.95 FEET;
THENCE S 88°47'28" W A DISTANCE OF 720.03 FEET;
THENCE N 01°18'41" W A DISTANCE OF 60.00 FEET;
THENCE S 88°47'28" W A DISTANCE OF 800.00 FEET;
THENCE S 01°18'14" E A DISTANCE OF 410.00 FEET;
THENCE S 88°47'28" W A DISTANCE OF 10.00 FEET;
THENCE S 01°18'13" E A DISTANCE OF 170.30 FEET;
THENCE N 88°41'20" E A DISTANCE OF 170.19 FEET;
THENCE S 01°19'08" E A DISTANCE OF 670.84 FEET;
THENCE N 88°40'52" E A DISTANCE OF 689.88 FEET;
THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 130.00 FEET,
AN ARC LENGTH OF 40.48 FEET WITH A CHORD LENGTH 40.32 FEET, CHORD BEARING S10°24'24" W;
THENCE N 88°40'52" E A DISTANCE OF 170.18 FEET;
THENCE N 65°00'11" E A DISTANCE OF 73.70 FEET;
THENCE N 88°47'28" W A DISTANCE OF 104.41 FEET;
THENCE S 01°19'08" E A DISTANCE OF 268.91 FEET;
THENCE N 88°47'28" E A DISTANCE OF 850.00' TO THE POINT OF BEGINNING CONTAINING 1.652,225.84 S.F., 38.10 ACRES.

HAS CAUSED SAID REAL ESTATE TO BE SURVEYED, STAKED, AND PLATTED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS, AND HAS DESIGNATED THE SAME AS "BEL-LAGO", AN ADDITION TO THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA.

SECTION I.

STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENT.

THE DEVELOPER DOES FURTHER DEDICATE FOR PUBLIC USE THE STREETS, EASEMENTS AND RIGHTS-OF-WAY AS SHOWN ON THE ATTACHED PLAT FOR THE SEVERAL PURPOSES OF THE CITY OF BROKEN ARROW, INCLUDING REPAIRING, REMOVING AND REPLACING ANY AND ALL STREETS AND PUBLIC UTILITIES, INCLUDING STORM AND SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES AND WATER LINES, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH OF SUCH FACILITIES, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND ANY OTHER APPURTENANCES THEREON, WITH THE RIGHT OF INGRESS AND EGRESS TO AND UPON SAID EASEMENTS AND RIGHTS-OF-WAY FOR THE USES AND PURPOSES AFORESAID, PROVIDED, HOWEVER, THAT THE DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER AND SEWER LINES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO, OVER, ACROSS AND ALONG THE PUBLIC STREETS, EASEMENTS AND RIGHTS-OF-WAY SHOWN ON THE PLAT FOR THE PURPOSE OF FURNISHING OF WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN SAID PLAT AND THE ADJACENT PROPERTY (HEREINAFTER DEFINED).

THE OWNER AGREES THAT NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT WILL INTERFERE WITH THE (EASEMENT) PURPOSES AFORESAID, WILL BE PLACED, ERRECTED, INSTALLED, OR PERMITTED UPON THE EASEMENTS OR RIGHTS OF WAY AS SHOWN ON THE PLAT.

THE OWNER SHALL BE RESPONSIBLE FOR THE REPAIR AND PLACEMENT OF ANY LANDSCAPING AND PAVING LOCATED WITHIN THE UTILITY EASEMENTS IN THE EVENT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER OR SEWER MAINS, ELECTRIC, NATURAL GAS, COMMUNICATIONS OR TELEPHONE SERVICE.

B. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICES

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PARAMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINES. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DESIGNATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENT WAYS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE. AS MAY BE LOCATED UPON THE LOT. PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR LINE TO A PARTICULAR STRUCTURE THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXTINGUISHING RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE UTILITY SERVICE.

4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH "B" SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER AND SEWER SERVICES.

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON OR IN HIS LOT.

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF THREE (3) FEET FROM THE CONTOURS EXISTING UPON THE INSTALLATION OF A PUBLIC WATER OR SEWER MAIN OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER OR SEWER MAINS SHALL BE PROHIBITED.

3. THE CITY OF BROKEN ARROW OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SANITARY SEWER MAINS, AND WAGONER COUNTY RURAL WATER DISTRICT #4, SHALL BE RESPONSIBLE FOR MAINTENANCE OF PUBLIC WATER MAINS. BUT THE OWNER OF EACH LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SUCH OWNER, HIS AGENTS OR CONTRACTORS.

4. THE CITY OF BROKEN ARROW AND WAGONER COUNTY RURAL WATER DISTRICT # 4 OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENTS SHOWN ON SAID PLAT AND TO THE RIGHTS-OF-WAY DESIGNATED FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND WATER OR SEWER FACILITIES.

5. THE OWNER OF A LOT SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY MAINTENANCE OR REPAIR OF THE PUBLIC WATER OR SEWER FACILITIES WITHIN THE EASEMENT AREAS SITUATED UPON SUCH OWNER'S LOT. PROVIDED, HOWEVER, THE CITY OF BROKEN ARROW AND WAGONER COUNTY RURAL WATER DISTRICT # 4 SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

6. THE FOREGOING COVENANTS CONCERNING WATER AND SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW AND WAGONER COUNTY RURAL WATER DISTRICT # 4, AND THE OWNER OF EACH LOT AGREES TO BE BOUND THEREBY.

D. GAS SERVICE.

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.

3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. LIMITS OF NO ACCESS.

THE DEVELOPER RELINQUISHES RIGHTS OF VEHICULAR INGRESS AND EGRESS OVER, THROUGH OR ACROSS ANY AREA DESIGNATED ON THE ATTACHED PLAT AS L.N.A. (LIMITS OF NO ACCESS). THESE LIMITS OF NO ACCESS MAY BE AMENDED OR RELEASED BY THE CITY OF BROKEN ARROW, ITS AGENTS, SUCCESSORS OR ASSIGNS, OR AS OTHERWISE PROVIDED BY LAW.

SECTION II.

RESTRICTIONS

A. USE OF LAND/DEVELOPMENT STANDARDS

1. ALL LOTS IN BEL-LAGO SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE USED FOR SINGLE-FAMILY RESIDENTIAL PURPOSES, AND SHALL COMPLY WITH THE DEVELOPMENT STANDARDS OF RESIDENTIAL ZONING DISTRICT R3S.

2. THE NUMBER OF DWELLINGS WITHIN THE ADDITION SHALL NOT EXCEED 141.

3. NO BUILDINGS, OUTBUILDINGS, STRUCTURES OR PARTS THEREOF SHALL BE CONSTRUCTED OR MAINTAINED ON LOTS NEARER TO THE PROPERTY LINES THAN THE SET-BACK LINES PROVIDED HEREIN OR SHOWN ON THE ACCOMPANYING PLAT, UNLESS OTHERWISE PROVIDED BY EASEMENT OR SET-BACK LINES SHOWN ON THE ACCOMPANYING PLAT, THE MINIMUM BUILDING SET-BACK LINES FOR DWELLINGS OR OTHER OUTBUILDING STRUCTURES SHALL BE:

FRONT YARD:	25 FEET OR AS SHOWN ON THE PLAT
SIDE YARD:	5 FEET
OTHER SIDE YARD:	5 FEET
BACK YARD:	20 FEET

LIMITS OF NO ACCESS SHALL APPLY TO CORNER LOTS ON ANY SIDE WITH 15' FOOT SETBACK LINES.

B. ARCHITECTURAL COMMITTEE - PLAN REVIEW

1. THERE IS HEREBY ESTABLISHED AN ARCHITECTURAL COMMITTEE CONSISTING OF TWO MEMBERS TO BE APPOINTED BY THE DEVELOPER. INITIALLY THE MEMBERS OF THE ARCHITECTURAL COMMITTEE SHALL BE JOHN DAVIS, AND ED SCHERMERHORN (THE "ARCHITECTURAL COMMITTEE"). THE DEVELOPER MAY NAME SUBSTITUTE OR REPLACEMENT MEMBERS OF THE ARCHITECTURAL COMMITTEE BY FILING NOTICE THEREOF IN THE LAND RECORDS OF THE COUNTY CLERK OF WAGONER COUNTY, OKLAHOMA. NO BUILDING, FENCE, WALL, DRIVEWAY OR MAILBOX SHALL BE ERRECTED, PLACED OR ALTERED ON ANY LOT IN THE SUBDIVISION UNTIL THE PLANS AND SPECIFICATIONS THEREOF HAVE BEEN APPROVED IN WRITING BY ANY ONE OF THE MEMBERS OF THE ARCHITECTURAL COMMITTEE. APPROVAL, DISAPPROVAL, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE TO THE ARCHITECTURAL COMMITTEE. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE ANY SUBMITTED PLANS, SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN FOURTEEN (14) DAYS AFTER SUCH SUBMISSION, THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH, UNLESS PREVIOUSLY APPROVED. FOR ANOTHER LOT, MAY BE CONSTRUCTED WITHOUT FURTHER APPROVALS.

2. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION, AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREAFTER AUTHORIZED, THE ARCHITECTURAL COMMITTEE MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IS TO BE BUILT, THE AVAILABILITY OF THE REQUIRED MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERRECTED, AND THE HARMONY THEREOF WITH THE SURROUNDING AREA.

THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE ANY BUILDING PLANS OR OTHER SUBMITTALS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL COMMITTEE IS HEREAFTER AUTHORIZED TO GRANT SUCH WAIVER. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.

3. THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL BE DEEMED TRANSFERRED TO THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION IV OR THE 1ST DAY OF JANUARY 1, 2024, OR UPON WRITTEN ASSIGNMENT TO THE HOMEOWNERS' ASSOCIATION BY THE ARCHITECTURAL COMMITTEE, WHICHEVER EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION OR ANY COMMITTEE APPOINTED BY SUCH BOARD.

C. FLOOR AREA OF DWELLINGS

1. LIVING AREA. ALL SINGLE STORY DWELLINGS SHALL HAVE AT LEAST 1,200 SQUARE FEET OF FINISHED HEATED LIVING AREA. ONE AND ONE-HALF OR TWO-STORY DWELLINGS SHALL HAVE AT LEAST 800 SQUARE FEET OF FINISHED HEATED LIVING AREA ON THE FIRST FLOOR WITH A TOTAL OF AT LEAST 1600 S.F.

2. COMPUTATION OF LIVING AREA. THE COMPUTATION OF LIVING AREA SHALL NOT INCLUDE ANY BASEMENT OR ATTIC AREA USED FOR STORAGE. ALL LIVING AREA MEASUREMENTS SHALL BE TAKEN HORIZONTALLY AT THE TOP PLATE LEVEL TO THE FACE OF THE OUTSIDE WALL. REQUIRED LIVING AREA MUST AVERAGE AT LEAST 7 FEET 6 INCHES IN HEIGHT, EXCEPT THAT IN THE COMPUTATION OF SECOND OR UPPER STORY LIVING AREA, THE HEIGHT SHALL BE 7 FEET 6 INCHES FOR AT LEAST ONE-HALF OF THE REQUIRED LIVING AREA, AND ANY AREA OF LESS THAN 5 FEET IN HEIGHT SHALL BE EXCLUDED.

3. ROOF PITCH AND HEIGHT. THE ROOF OF THE DWELLING SHALL HAVE A PITCH OF AT LEAST 6/12 OVER 85 PERCENT OF THE TOTAL ROOF AREA, AND NONE OF THE ROOF AREA SHALL HAVE A PITCH OF LESS THAN 3/12. NO DWELLINGS SHALL EXCEED THE ZONING ORDINANCE.

D. GARAGE

EACH DWELLING SHALL HAVE AN ATTACHED GARAGE SUITABLE FOR ACCOMMODATING AT LEAST TWO STANDARD SIZE AUTOMOBILES. CARPORTS ARE PROHIBITED.

F. BUILDING MATERIAL REQUIREMENTS, 1ST FLOOR

1. EXTERIOR WALLS. THE COVERAGE (CUMULATIVE) OF EXTERIOR WALLS OF THE DWELLING ERRECTED ON ANY LOT SHALL BE OF AT LEAST 100% BRICK, STONE, OR STUCCO. PROVIDED, HOWEVER, THAT THE AREA OF ALL WINDOWS AND DOORS LOCATED IN EXTERIOR WALLS SHALL BE EXCLUDED IN THE DETERMINATION OF THE AREA OF EXTERIOR WALLS, AND FURTHER PROVIDED THAT WHERE A PART OF THE EXTERIOR WALL IS EXTENDED ABOVE THE FIRST FLOOR THROUGH CEILING LINE DUE TO THE CONSTRUCTION OF A GABLE-TYPE ROOF, THEN THAT PORTION OF THE WALL EXTENDING ABOVE THE INTERIOR ROOM CEILING HEIGHT MAY BE CONSTRUCTED OF WOOD MATERIAL AND SHALL BE EXCLUDED FROM THE DETERMINATION OF THE AREA OF THE EXTERIOR WALLS. THE FRONT EXTERIOR WALL SHALL BE OF BRICK, STONE OR MASONRY, EXCEPT FOR ARCHITECTURAL LOOKS/DETAIL UNDER FRONT PORCHES.

2. FOUNDATION OR STEM WALLS. NO CONCRETE BLOCKS, POURED CONCRETE, OR ANY OTHER FOUNDATION OR STEM WALL SHALL BE EXPOSED UNLESS CONSTRUCTED OF BRICK OR STONE.

3. ROOFING. THE ROOF OF THE DWELLING ERRECTED ON ANY LOT SHALL BE SELF SEALING COMPOSITION SHINGLE. ALL ROOFS SHALL HAVE A CONSISTENT COLOR OF WEATHERED WOOD ROOFING AS PRESCRIBED BY THE ARCHITECTURAL COMMITTEE. HERITAGE II

4. ROOFTOP PROTRUSIONS. SHEET METAL VENTS, FLUE LINER TERMINALS, CHIMNEY CAPS, METAL ROOF FLASHING, AND OTHER ROOFTOP PROTRUSIONS SHALL BE PAINTED TO CONFORM WITH ROOF COLOR.

5. WINDOWS. THE FRAMES OF ALUMINUM WINDOWS SHALL BE FINISHED.

G. COMMERCIAL STRUCTURES

NO BUILDING OR STRUCTURE SHALL BE PLACED, ERRECTED OR USED IN WHOLE OR IN PART FOR ANY BUSINESS, PROFESSIONAL, TRADE OR COMMERCIAL PURPOSE ON ANY PORTION OF ANY LOT IN THIS SUBDIVISION.

H. LIVESTOCK AND POULTRY PROHIBIT

NO ANIMALS, LIVESTOCK, POULTRY OR BEES OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT OR PART THEREOF, EXCEPT THAT DOGS, CATS, OR OTHER HOUSEHOLD PETS MAY BE KEPT, PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR COMMERCIAL PURPOSES. THE NUMBER OF PETS SHALL BE LIMITED TO THREE.

I. NOXIOUS ACTIVITY

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANY TRASH OR OTHER REFUSE BE THROWN, PLACED OR DUMPED UPON ANY VACANT LOT, NOR SHALL ANYTHING BE DONE WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

J. SIGNS PROHIBITED

THE CONSTRUCTION OR MAINTENANCE OF ADVERTISING SIGNS OR OTHER ADVERTISING STRUCTURES ON ANY LOT IS PROHIBITED, PROVIDED THAT SIGNS ADVERTISING THE SALE OR RENTAL OF A PROPERTY ARE PERMITTED IF THEY DO NOT EXCEED 9 SQUARE FEET IN DISPLAY SURFACE AREA. PERMANENT SIGNS IDENTIFYING THE ADDITION MAY BE ERRECTED AND LOCATED WITHIN THE FENCE AND LANDSCAPE EASEMENT AND RESERVE AREAS. ONLY ONE SIGN SHALL BE PERMITTED PER LOT. EXCEPTIONS MAY BE GIVEN FOR BUILDER'S MODEL HOMES.

K. EXISTING BUILDINGS

NO EXISTING ERRECTED BUILDING OR USED BUILDING MAY BE MOVED ONTO OR PLACED ON ANY LOT.

L. TEMPORARY STRUCTURES AND OUTBUILDINGS

NO TRAILER, TENT, GARAGE, BARN, OUTBUILDING, NOR ANY STRUCTURE OF A TEMPORARY NATURE SHALL BE USED FOR HUMAN HABITATION, TEMPORARILY OR PERMANENTLY. CONSTRUCTION TRAILERS ARE PERMITTED FOR BUILDERS HAVING THREE HOUSES OR MORE UNDER CONSTRUCTION.

M. VEHICLE STORAGE AND PARKING

NO VEHICLE SHALL BE PARKED OR STORED ON ANY FRONT OR SIDE YARD. NO INOPERATIVE VEHICLE SHALL BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE. NO MOTOR HOME, "ET SKIS, WATERCRAFT, BOAT TRAILER, TRAVEL TRAILER OR SIMILAR RECREATIONAL VEHICLE SHALL BE LOCATED, PARKED, OR STORED ON ANY LOT FOR MORE THAN FORTY-EIGHT (48) HOURS WITHIN ANY SEVENTY-TWO (72) HOUR PERIOD EXCEPT IN A GARAGE OR SCREENED FROM VIEW IN THE REAR YARD. OWNERS' OR RESIDENTS' VEHICLES SHALL NOT BE PARKED IN ANY STREET.

N. ANTENNAS

NO EXTERIOR RADIO OR TELEVISION TOWER, AERIAL, ANTENNA, OR SATELLITE DISH OVER 18" IN DIAMETER SHALL BE LOCATED UPON ANY LOT. SATELLITE DISH 18" IN DIAMETER ARE PERMITTED, BUT MUST BE MOUNTED ON THE HOUSE OR GROUND MOUNTED BUT NOT BE MOUNTED ON THE FRONT OF THE HOUSE OR ROOF.

O. INTERIOR FENCES OR WALLS

1. NO FENCE OR WALL SHALL EXCEED 6 FEET IN HEIGHT NOR BE ERRECTED OR MAINTAINED NEARER TO THE INTERIOR STREETS OF THE ADDITION THAN THE BUILDING SETBACK LINES DEPICTED ON THE PLAT.

2. FENCES OR WALLS SHALL BE OF WOOD, BRICK, STONE, OR STUCCO.

3. FENCES IN THE REAR OF LOTS 1,2,3,5,6,7,8 BLOCK 6 MUST BE APPROVED IN ADVANCE OF CONSTRUCTION BY THE ARCHITECTURAL COMMITTEE. NO FENCES ALLOWED INSIDE OF DRAINAGE EASEMENT DEPICTED ON PLAT.

P. MAILBOXES

ALL MAILBOXES SHALL CONFORM TO THE STANDARD MAILBOX DESIGN FOR BEL-LAGO AS PRESCRIBED BY THE ARCHITECTURAL COMMITTEE & SHALL BE INSTALLED BY THE BUILDER IN ACCORDANCE WITH THE APPROVED MAILBOX MASTER PLAN ON FILE WITH THE COMMITTEE.

Q. DRIVEWAYS

ALL DRIVEWAYS INTO A LOT FROM ANY STREET SHALL BE CONSTRUCTED OF CONCRETE AND SHALL NOT BE LESS THAN FOURTEEN (14) FEET IN WIDTH.

R. LANDSCAPING

THE FRONT YARD OF EACH LOT MUST BE FULLY SODDED WITHIN 30 DAYS OF COMPLETION OF THE CONSTRUCTION OF ANY DWELLING.

LANDSCAPING AND FENCING ALONG EVANS ROAD SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. ANY SPRINKLER/IRRIGATION SYSTEM INSTALLED IN UTILITY EASEMENTS AND RIGHTS-OF-WAY SHALL BE APPROVED THROUGH A CONTRACT WITH THE CITY OF BROKEN ARROW. SPRINKLERS SHALL NOT SPRAY OVER THE SIDEWALK, WHEN POSSIBLE, THE DESIGN MUST BE APPROVED BY THE BUILDING INSPECTION DEPARTMENT. ANY LANDSCAPE MATERIAL WHICH FAILS, SHALL BE REPLACED IN ACCORDANCE WITH ARTICLE VII, SECTION 19.7.6 OF THE ZONING ORDINANCE.

S. RESERVE AREAS

RESERVE AREA "A" SHALL BE FOR PARKS, AND OTHER RECREATIONAL AMENITIES, OVERLAND DRAINAGE AND PUBLIC UTILITIES AND SHALL BE OWNED AND MAINTAINED BY THE BEL-LAGO HOMEOWNER'S ASSOCIATION.

NO RESIDENCE OR DWELLING SHALL BE ALLOWED IN ANY RESERVE AREA.

PAVING AND LANDSCAPING WITHIN EASEMENTS

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO THE LANDSCAPING AND PAVING OCCASIONED BY THE NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SEWER, STORM WATER, GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THAT THE CITY OF TULSA, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

OVERLAND DRAINAGE EASEMENTS (RESERVE AREA "A") AND STORM WATER DETENTION

1. FOR COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, THE OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC AND HEREIN ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE PLAT AS RESERVE "A", FOR THE PURPOSES OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION. RESERVE "A" ARE ALSO UTILITY EASEMENTS AS SHOWN ON THE PLAT.

2. DRAINAGE FACILITIES CONSTRUCTED IN OVERLAND DRAINAGE EASEMENTS (RESERVE "A") SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE BROKEN ARROW, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY ENGINEER OF THE CITY OF BROKEN ARROW, OKLAHOMA.

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS, NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS, UNLESS APPROVED BY THE CITY ENGINEER OF THE CITY OF BROKEN ARROW, OKLAHOMA, PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF NOT MORE THAN TWO AND ONE-HALF (2 1/2) INCHES SHALL NOT REQUIRE APPROVAL.

4. OVERLAND DRAINAGE EASEMENTS (RESERVE AREA "A") SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION III (HEREINAFTER THE "HOMEOWNERS' ASSOCIATION"). MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE INCLUDING REPAIR OF EROSION AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE OVERLAND DRAINAGE EASEMENT. MAINTENANCE SHALL BE AT THE COST OF THE HOMEOWNERS' ASSOCIATION AND SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS.

A. THE OVERLAND DRAINAGE EASEMENT AREAS (RESERVE "A") SHALL BE KEPT FREE OF SILT, OBSTRUCTION AND LITTER.

B. THE OVERLAND DRAINAGE EASEMENT AREAS SHALL BE MOVED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING TWO (2) WEEKS.

C. THE GRADES OF THE OVERLAND DRAINAGE EASEMENT AREAS (RESERVE "A") SHALL NOT BE ALTERED.

D. THE BANKS OR SIDE SLOPES OF LAKE IMPOUNDMENTS SHALL BE MAINTAINED SUFFICIENTLY TO PREVENT EROSION.

E. THE GRADES OF THE DETENTION EASEMENT AREAS EXISTING UPON COMPLETION OF THE DETENTION AND DRAINAGE FACILITIES SHALL NOT BE ALTERED.

5. IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREA AS ABOVE PROVIDED, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY ENTER THE OVERLAND DRAINAGE EASEMENT AREAS AND PERFORM SUCH MAINTENANCE AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION.

6. IN THE EVENT THE HOMEOWNERS' ASSOCIATION, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF BROKEN ARROW, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COST SHALL BE A LIEN AGAINST EACH RESIDENTIAL LOT WITHIN "BRANCH CREEK", PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL BE LIMITED TO A PRO RATA AMOUNT DETERMINED BY A DENOMINATOR EQUAL TO THE NUMBER OF RESIDENTIAL LOTS WITHIN "BRANCH CREEK" THEREOF WHICH ARE SERVED BY THE OVERLAND DRAINAGE EASEMENT.

SECTION III.

RIGHTS RESERVED BY DEVELOPER

1. THE RIGHT AT ANY TIME WITHIN TEN (10) YEARS FROM THE DATE HEREOF TO UNILATERALLY AMEND, ONE OR MORE TIMES, THE PLAT AND DEED OF DEDICATION OF THIS ADDITION TO ADD THERETO AND INCORPORATE AS A PART THEREOF ALL OR ANY PORTION OF THE ADJACENT PROPERTY. IMMEDIATELY UPON REQUEST OF THE DEVELOPER OR ITS SUCCESSOR OR IN INTEREST TO THE ADJACENT PROPERTY, EACH OWNER OF ANY INTEREST IN ANY PROPERTY WITHIN THIS ADDITION SHALL EXECUTE SUCH AMENDMENT OR AMENDMENTS AND OTHER DOCUMENTS WHICH IN THE SOLE JUDGMENT OF THE DEVELOPER OR ITS SUCCESSOR IS NECESSARY TO PROPERLY EFFECT THE ADDITION OF THE ADJACENT PROPERTY, OR ANY PORTION THEREOF, TO AND AS A PART OF THIS ADDITION. NO SUCH AMENDMENT OR AMENDED PLAT SHALL BE EFFECTIVE UNLESS IT IS FILED WITH THE CITY OF BROKEN ARROW COMMON AREA IN THIS ADDITION NOR IMPOSE UPON ANY LOT OWNER IN THIS ADDITION ANY ADDITIONAL OR FURTHER RESTRICTION OVER AND ABOVE THAT IMPOSED BY THE TERMS OF THIS DEED OF DEDICATION.

2. THE RIGHT AT ANY TIME WITHIN TEN (10) YEARS FROM THE DATE HEREOF TO UNILATERALLY GRANT TO THE OWNERS OF LOTS IN ANY ONE OR MORE ADDITIONAL PORTIONS OF THE ADJACENT PROPERTY, OR ANY PORTION THEREOF, IS SUBDIVIDED, THE RIGHT IN COMMON WITH ALL OWNERS OF LOTS IN THIS ADDITION TO THE USE OF ALL COMMON AREAS WITHIN THIS ADDITION, PROVIDED, THAT EACH OWNER OF ANY LOTS IN THIS ADDITION IS GRANTED BY THE DEED OF DEDICATION OF ANY LOT, STREET OR ANY PORTION OF THE ADJACENT PROPERTY, THE RIGHT IN COMMON WITH ALL OWNERS OF ANY SUCH ADDITION(S) INTO WHICH THE ADJACENT PROPERTY OR ANY PORTION THEREOF IS SUBDIVIDED USE OF ALL COMMON AREAS INCLUDED WITHIN ANY SUCH ADDITION(S).

3. THE RIGHT TO DESIGNATE THE HOMEOWNERS' ASSOCIATION TO BE FORMED AS PROVIDED IN SECTION IV BELOW AS THE ASSOCIATION FOR THE ADMINISTRATION, MANAGEMENT AND MAINTENANCE OF THE COMMON AREAS HEREAFTER LOCATED WITHIN THE ADJACENT PROPERTY, OR ANY PORTION THEREOF, OR INCORPORATED IN AND FORMING A PART OF ANY INDEPENDENT SUBDIVISION SHOULD THE ADJACENT PROPERTY, OR ANY PORTION THEREOF, BE SEPARATELY PLATTED AS ONE OR MORE INDEPENDENT OR SEPARATE RESIDENTIAL SUBDIVISIONS, SAID HOMEOWNERS' ASSOCIATION SHALL, IF REQUESTED BY DEVELOPER, ADMINISTER, MANAGE AND MAINTAIN ALL COMMON AREAS LOCATED WITHIN SUCH ADDITIONS AS WELL AS THE SAME WERE ONE ENTITY OR ADDITION. IN SUCH EVENT, THE ASSESSMENTS AGAINST THE LOTS TO WHICH THE ADJACENT PROPERTY OR ANY PORTION THEREOF IS SUBDIVIDED SHALL BE AT LEAST EQUAL TO THE ASSESSMENT IN THIS ADDITION.

SECTION IV.

HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE DEVELOPER HAS CAUSED TO BE FORMED THE BEL-LAGO HOMEOWNERS' ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS THE "ASSOCIATION"), A NON-PROFIT CORPORATE ENTITY TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREA AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF BEL-LAGO AND, IF REQUESTED BY DEVELOPER IN ACCORDANCE WITH SECTION III ABOVE, ANY OR ALL OF THE COMMON AREAS OF THE ADJACENT PROPERTY.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT IN THE ADDITION SHALL BE A MEMBER OF THE ASSOCIATION. THE RIGHT OF TRANSFER OF THE FEE INTEREST TO ANY PARTY NOT BE SEPARATED FROM THE OWNERSHIP OF SUCH LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP IN THE ASSOCIATION AS OF THE DATE OF ITS INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST, AND THE OWNER OF EACH AND EVERY LOT AGREES TO ABIDE BY THE RULES AND REGULATIONS OF THE ASSOCIATION.

C. COVENANT FOR ASSESSMENTS

THE DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THERETO, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE DEVELOPER PRIOR TO THE CONVEYANCE OF A LOT WITHIN BEL-LAGO. AN ASSESSMENT SHALL BE A LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. CERTAIN RIGHTS OF THE ASSOCIATION

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DOCUMENT, AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

E. CERTAIN OBLIGATIONS OF THE ASSOCIATION

SUBJECT TO SATISFACTION OF THE CONDITIONS PRECEDENT SET FORTH BELOW, UPON THE AMENDMENT OF THIS DEED OF DEDICATION AND THE PLAT OF THE SUBDIVISION TO INCORPORATE AND ADD THERETO ANY PART OF THE ADJACENT