



PLC5-442B

# THE VILLAS AT BEL LAGO

## DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT, MCGUIRE BELL LAGO, 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 BEING A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 8, T-18-N, R-15-E OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), WAGONER COUNTY, OKLAHOMA ACCORDING TO THE U.S. GOVERNMENT SURVEY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 8, T-18-N, R-15-E OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), WAGONER COUNTY, OKLAHOMA; THENCE S 89°27'30" E FOR A DISTANCE OF 141.43 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SW/4 FOR A DISTANCE OF 1,417.37 FEET; THENCE CONTINUING S 88°47'30" W ALONG THE SOUTHERLY LINE OF SAID SW/4 FOR A DISTANCE OF 138.28 FEET; THENCE S 01°21'22" W FOR A DISTANCE OF 50.00 FEET; THENCE S 88°47'30" W FOR A DISTANCE OF 220.78 FEET; THENCE N 06°36'49" E FOR A DISTANCE OF 43.04 FEET; THENCE N 02°07'43" E FOR A DISTANCE OF 153.58 FEET; THENCE N 02°21'22" W FOR A DISTANCE OF 171.28 FEET; THENCE N 03°40'24" E FOR A DISTANCE OF 127.41 FEET; THENCE N 01°37'00" E FOR A DISTANCE OF 118.50 FEET; THENCE N 01°06'06" W FOR A DISTANCE OF 120.81 FEET; THENCE N 07°10'07" W FOR A DISTANCE OF 298.18 FEET; THENCE N 82°44'53" E FOR A DISTANCE OF 87.65 FEET; THENCE S 80°07'07" E FOR A DISTANCE OF 103.74 FEET; THENCE N 88°02'52" E FOR A DISTANCE OF 145.78 FEET; THENCE N 01°19'08" W FOR A DISTANCE OF 137.40 FEET; THENCE N 88°40'52" E FOR A DISTANCE OF 51.31 FEET; THENCE N 01°19'08" W FOR A DISTANCE OF 209.25 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF BLOCK 1 OF BEL LAGO PHASE 8 ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA RECORDED AS PL 5-4228 IN THE RECORDS OF THE WAGONER COUNTY CLERK; THENCE N 88°41'20" E ALONG THE SOUTHERLY BOUNDARY OF SAID BEL LAGO PHASE 8 FOR A DISTANCE OF THESE 68.84 FEET TO THE SOUTHEAST CORNER OF SAID BEL LAGO; SAID POINT ALSO BEING THE SOUTHWEST CORNER LOT 1 OF BLOCK 4 OF BEL LAGO ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA RECORDED AS PL 1-498 IN THE RECORDS OF THE WAGONER COUNTY CLERK; THENCE N 88°41'20" E ALONG THE BOUNDARY OF SAID BEL LAGO FOR A DISTANCE OF 170.15 FEET TO THE NORTHWEST CORNER OF LOT 25 OF BLOCK 4 OF SAID BEL LAGO; THENCE WESTERLY ALONG THE WESTERLY BOUNDARY OF SAID BEL LAGO FOR A DISTANCE OF 670.84 FEET TO THE SOUTHEAST CORNER OF LOT 34 OF BLOCK 4 OF SAID BEL LAGO; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID BEL LAGO FOR THE NEXT SIX (6) CALLS, THENCE N 88°40'52" E FOR A DISTANCE OF 169.98 FEET; THENCE ALONG A NONN, 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 SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.

5. WHERE WATERLINES FALL WITHIN A UTILITY EASEMENT, THAT PORTION OF THE UTILITY EASEMENT IS FOR THE USE OF WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OKLAHOMA, OR ITS SUCCESSORS. THE EASEMENTS DEDICATED HEREIN FOR PURPOSE OF PROVIDING POTABLE WATER ARE DEDICATED EXCLUSIVELY TO WAGONER COUNTY RURAL WATER SEWER, DATE, SOLID WASTE MANAGEMENT DISTRICT NO. 4. PROVIDERS OF UTILITIES OTHER THAN POTABLE WATER MAY USE SAID EASEMENTS.

6. 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 THE LOT. HOWEVER, THE CITY OF BROKEN ARROW AND WAGONER COUNTY RURAL WATER DISTRICT # 4 SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

7. 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 THE 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 SUCH 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.

1. 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 ATTACHED OR RELEASED BY THE CITY OF BROKEN ARROW, ITS AGENTS, SUCCESSORS OR ASSIGNS, OR AS OTHERWISE PROVIDED BY LAW.

2. NO ACCESS IS ALLOWED TO LOTS IN WHICH THE BUILDING SETBACK LINE IS LESS THAN 25 FEET. ACCESS IS PERMITTED IF THE GARAGE AND THE REST OF THE STRUCTURE ARE SET BACK AT LEAST 25 FEET FROM THE RIGHT OF WAY LINE.

### SECTION II. RESTRICTIONS

#### A. USE OF LAND/DEVELOPMENT STANDARDS

1. ALL LOTS IN THE VILLAS AT 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 RS-3.

2. THE NUMBER OF DWELLINGS WITHIN THE ADDITION SHALL NOT EXCEED 95.

3. NO BUILDINGS, STRUCTURES OR PARTS THEREOF SHALL BE CONSTRUCTED OR PLACED 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 DWELLING STRUCTURES SHALL BE:

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

4. DETACHED OUTBUILDINGS SHALL NOT BE PERMITTED.

#### B. ARCHITECTURAL COMMITTEE - PLAN REVIEW

1. THERE IS HEREBY ESTABLISHED AN ARCHITECTURAL COMMITTEE CONSISTING OF THREE MEMBERS TO BE APPOINTED BY THE DEVELOPER. INITIALLY THE MEMBERS OF THE ARCHITECTURAL COMMITTEE SHALL BE JALAL FARZANEH, MOHAMMAD FARZANEH AND HANID VALADKHAHANI (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 ERECTED, 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. FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE TO THE ARCHITECTURAL COMMITTEE. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY 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. PLANS 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 ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED, AND THE HARMONY THEREOF WITH THE SURROUNDING AREA.

3. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREOF, 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 THE PARTICULAR WAIVER. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.

4. THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL BE DEEMED TRANSFERRED TO THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION IV ON 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 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.

#### D. ROOF PITCH AND HEIGHT

1. 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 TWO STORIES IN HEIGHT.

#### E. GARAGE

1. 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 OF FRONT AND SIDE EXTERIOR WALLS OF THE DWELLING ERECTED ON ANY LOT SHALL BE OF AT LEAST 1000 BRICK, STONE, OR STUCCO. HOWEVER, 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 INTERIOR ROOM CEILING LINE DUE TO THE CONSTRUCTION OF A CABLE-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 90% BRICK, STONE OR MASONRY, EXCEPT FOR ARCHITECTURAL LOOKS/DETAIL UNDER FRONT PORCHES. REAR EXTERIOR MAY BE WOOD.

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 ERECTED ON ANY LOT SHALL BE SELF-SUPPORTING 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, ERECTED 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 PROHIBITED

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 ADVERTISING THE LOCATION OF FACILITIES CAUSED OR NECESSITATED BY 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 ERECTED BUILDING OR USED BUILDING MAY BE MOVED ONTO OR PLACED ON ANY LOT.

#### L. TEMPORARY STRUCTURES

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, JET 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 MAY 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 ERECTED OR MAINTAINED NEARER TO THE INTERIOR STREETS OF THE ADDITION THAN THE BUILDING SETBACK LINES DEPICTED ON THE PLAT.

2. FENCES SHALL BE OF WOOD.

#### P. MAILBOXES

ALL MAILBOXES SHALL BE BRICK WITH CAST STONE ADDRESS BLOCK.

#### 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.

#### S. RESERVE AREA

1. RESERVE AREAS "A" & "B" SHALL BE COMMON AREA FOR OPEN SPACE OVERLAND DRAINAGE, RECREATIONAL AMENITIES, RESERVE AREAS SHALL BE OWNED AND MAINTAINED BY BEL LAGO HOMEOWNERS' ASSOCIATION.

2. STORM WATER DETENTION AND DRAINAGE FACILITIES CONSTRUCTED IN RESERVE AREA "B" 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 RESERVE AREA "A", NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR MANAGEMENT AND MAINTENANCE OF ALL COMMON AREAS, RESERVE AREAS AND FENCE AND LANDSCAPE EASEMENT CONTAINED WITHIN SAID PART OF THE ADJACENT PROPERTY, LIKEWISE, 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 PROPERTY, THE OBLIGATIONS OF THE ASSOCIATION SHALL FURTHER INCLUDE THE ADMINISTRATION, MANAGEMENT AND MAINTENANCE OF ALL COMMON AREAS, RESERVE AREAS AND FENCE AND LANDSCAPE EASEMENT CONTAINED WITHIN SAID PART OF THE ADJACENT PROPERTY.

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

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

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

C. THE GRADES OF THE OVERLAND DRAINAGE EASEMENT AREAS (RESERVE "B") 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 AREA AS ABOVE PROVIDED, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY ENTER THE AREA AND PERFORM SUCH MAINTENANCE AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION.

6. RESERVE AREA C SHALL BE A LANDSCAPED ENTRY MEDIAN MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. THE CITY OF BROKEN ARROW IS RELEASED FROM ANY LIABILITY ASSOCIATED WITH DAMAGE TO ANY LANDSCAPING OR IRRIGATION SYSTEM IN THE MEDIAN AND THE CITY OF BROKEN ARROW RETAINS THE RIGHT TO REMOVE THE MEDIAN.

7. 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 THE VILLAS AT BEL LAGO, PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL BE LIMITED TO A PRO RATA AMOUNT DETERMINED BY DENOMINATOR EQUAL TO THE NUMBER OF RESIDENTIAL LOTS WITHIN THE VILLAS AT BEL LAGO.

#### T. PAVING AND LANDSCAPING WITHIN EASEMENTS

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO THE LANDSCAPING, ENTRY FEATURES, WALLS, AND PAVING OCCASIONED BY THE NECESSARY INSTALLATION OF 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 BROKEN ARROW OR THE SUPPLIER OF FACILITIES CAUSED OR NECESSITATED BY THE PERFORMANCE OF SUCH ACTIVITIES.

2. THE CITY OF BROKEN ARROW IS RELEASED OF ANY LIABILITY ASSOCIATED WITH DAMAGE TO ANY LANDSCAPING OR IRRIGATION SYSTEMS TO ANY MEDIAN AND THE CITY OF BROKEN ARROW RETAINS THE RIGHT TO REMOVE ANY MEDIAN.

#### U. SIDEWALKS

1. INSTALLATION OF SIDEWALKS ALONG STREET FRONTAGE OF RESERVE AREAS AND HOUSTON STREET IS THE RESPONSIBILITY OF THE DEVELOPER.

#### RIGHTS RESERVED BY DEVELOPER

SECTION III.  
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 IN INTEREST TO THE ADJACENT PROPERTY, EACH OWNER OF ANY INTEREST IN ANY PROPERTY WITHIN THIS ADDITION SHALL EXECUTE SUCH AMENDMENT OR AMENDMENTS OR OTHER DOCUMENTS WHICH IN THE SOLE JUDGMENT OF DEVELOPER OR ITS SUCCESSOR ARE 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 ALTER THE SIZE OR CONFIGURATION OF ANY LOT, STREET OR OTHER 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 ADDITIONS INTO WHICH 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. THE RIGHT TO THE USE OF ANY LOTS IN THIS ADDITION IS GRANTED BY THE DEED OF DEDICATION OR A SEPARATE INSTRUMENT 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 THOUGH 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.

#### HOMEOWNERS' ASSOCIATION SECTION IV.

##### A. BEL LAGO HOMEOWNERS' ASSOCIATION

THE DEVELOPER HAS PREVIOUSLY CAUSED TO BE FORMED THE VILLAS AT BEL LAGO HOMEOWNERS' ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS THE "ASSOCIATION"), A NON-PROFIT CORPORATE ENTITY ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, RESERVE AREAS, FENCE AND LANDSCAPE AREAS AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE VILLAS AT BEL LAGO.

##### B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT IN THE VILLAS AT BEL LAGO SHALL BE A MEMBER OF THE ASSOCIATION DESCRIBED ABOVE, AND MEMBERSHIP SHALL BE APPURTENANT TO AND MAY 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 THE VILLAS AT 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. MODEL HOME LOTS, SPEC HOME LOTS, AND EMPT YOTS ARE NOT SUBJECT TO HOMEOWNER'S ASSOCIATION DUES.

##### 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 PROPERTY, THE OBLIGATIONS OF THE ASSOCIATION SHALL FURTHER INCLUDE THE ADMINISTRATION, MANAGEMENT AND MAINTENANCE OF ALL COMMON AREAS, RESERVE AREAS AND FENCE AND LANDSCAPE EASEMENT CONTAINED WITHIN SAID PART OF THE ADJACENT PROPERTY, LIKEWISE, 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 PROPERTY, THE OBLIGATIONS OF THE ASSOCIATION SHALL FURTHER INCLUDE THE ADMINISTRATION, MANAGEMENT AND MAINTENANCE OF ALL COMMON AREAS CONTAINED WITHIN SUCH ADDITION(S) IN THE SAME MANNER AND TO THE SAME EXTENT AS PROVIDED HEREIN FOR THIS ADDITION.

THE FOLLOWING ARE CONDITIONS PRECEDENT TO THE PERFORMANCE OF THE OBLIGATIONS IMPOSED UPON THE ASSOCIATION IN THIS SUBSECTION E:

1. THERE MUST BE FILED IN THE APPROPRIATE RECORDS OF WAGONER COUNTY, OKLAHOMA, AN AMENDED PLAT AND DEED OF DEDICATION OF THIS ADDITION, OR THERE MUST BE FILED IN SAID RECORDS A PLAT AND DEED OF DEDICATION OF THE ADDITION INTO WHICH THE ADJACENT PROPERTY OR ANY PORTION THEREOF IS SUBDIVIDED AND PLATTED IF THE ADJACENT PROPERTY OR ANY PORTION THEREOF IS INDEPENDENTLY PLATTED AND SUBDIVIDED IN LIEU OF SUCH AMENDMENT.

2. THE ASSOCIATION MUST HAVE RECEIVED A DEED OF CONVEYANCE TO THAT PART OF THE ADJACENT PROPERTY COMPRISING THE COMMON AREAS TO BE ADMINISTERED, MANAGED AND MAINTAINED.

3. IN THE EVENT OF THE PLATTING OF THE ADJACENT PROPERTY INTO ONE OR MORE SEPARATE OR INDEPENDENT ADDITIONS, THERE MUST HAVE BEEN FILED IN THE APPROPRIATE RECORDS OF WAGONER COUNTY, OKLAHOMA, COVENANTS OBLIGATING THE OWNERS OF LOTS IN ANY SUCH INDEPENDENT ADDITION TO BECOME MEMBERS OF THE ASSOCIATION AND TO PAY ASSESSMENTS FOR COMMON AREA MAINTENANCE AT LEAST EQUAL TO THE ASSESSMENTS REQUIRED OF THE OWNERS OF LOTS IN THIS ADDITION.

4. MAINTENANCE OF THE FENCE AND LANDSCAPE ALONG HOUSTON STREET IS THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION. IN ADDITION, THE HOMEOWNERS' ASSOCIATION IS RESPONSIBLE FOR THE MAINTENANCE FROM THE FENCE TO THE EDGE OF PAVING ON HOUSTON STREET.

#### SECTION V.

##### ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

###### A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS AND ALL PARTIES CLAIMING UNDER THEM. THE COVENANTS CONTAINED IN SECTION II, SUBSECTION A, ARE ESTABLISHED PURSUANT TO THE ZONING CODE OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND SHALL INURE TO THE BENEFIT OF THE DEVELOPER, THE OWNERS OF LOTS WITHIN THE ADDITION, THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION IV, AND THE CITY OF BROKEN ARROW. THE FOREGOING COVENANTS WITHIN SECTION II SHALL INURE ONLY TO THE BENEFIT OF DEVELOPERS, THE OWNERS OF LOTS WITHIN THE SUBDIVISION, AND THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION IV. IF THE OWNER OF ANY LOT SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II, IT SHALL BE LAWFUL FOR THE DEVELOPER, ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE ADDITION OR THE HOMEOWNERS' ASSOCIATION, OR THE CITY OF BROKEN ARROW AS TO VIOLATIONS OF THE COVENANTS CONTAINED IN SECTION II, SUBSECTION A, TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES.

###### B. DURATION

THESE RESTRICTIONS SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL JANUARY 1, 2028, AND SHALL AUTOMATICALLY BE CONTINUED THEREAFTER FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH, UNLESS TERMINATED OR AMENDED AS HEREAFTER PROVIDED.

###### C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION II, SUBSECTION A MAY BE AMENDED OR TERMINATED BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE CITY OF BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, AND BY THE OWNERS OF