FINAL PLAT

THE VILLAS AT BEL LAGO

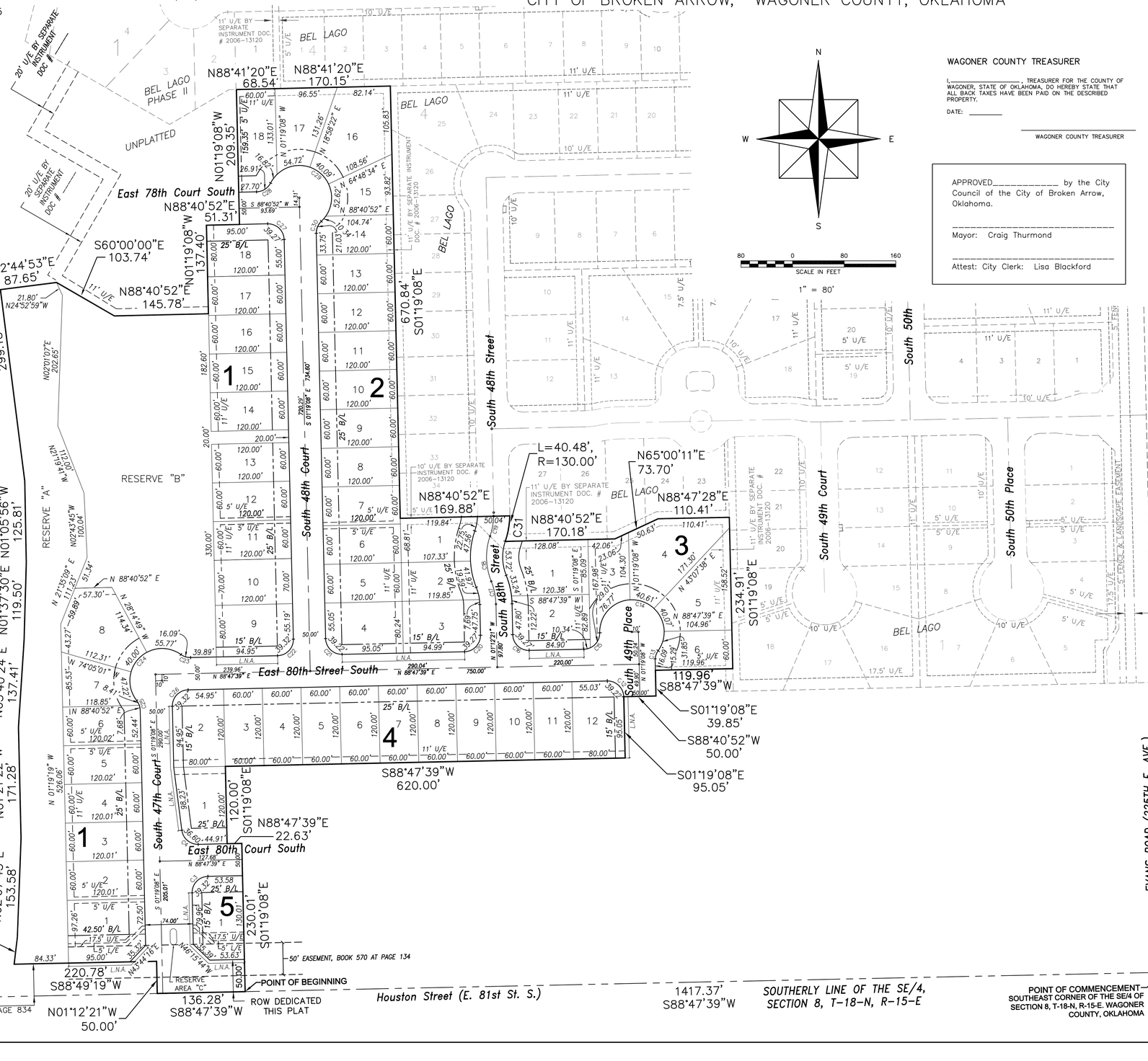
AN ADDITION TO THE CITY OF BROKEN ARROW, OKLAHOMA
A PART OF THE SE/4 OF SECTION 8, TOWNSHIP 18 NORTH, RANGE 15 EAST,
CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA

ENGINEER/SURVEYOR

TUTTLE & ASSOCIATES, INC.
9718 E. 55TH PL.
TULSA, OKLAHOMA 74146
PHONE: (918) 663-5567
CERTIFICATE OF AUTHORITY CA 465
EXPIRATION 6-30-17

OWNER

McGUIRE BELL LAGO, LLC
5711 EAST 71ST STREET
TULSA, OKLAHOMA 74136
PHONE: (918) 949-9268



CURVE TABLE

Curve #	Length	Radius	Delta	TANGENT	BEARING	CHORD
C3	39.32	25.00	090°06'47"	25.05	S43°44'16"W	35.39
C4	36.60	25.00	083°52'45"	22.46	S49°15'59"E	33.42
C12	39.22	25.00	089°53'13"	24.95	N46°15'44"W	35.32
C13	16.09	25.00	036°52'12"	8.33	S17°06'58"W	15.81
C14	189.30	50.00	216°55'29"	149.76	N72°54'41"W	94.85
C15	39.34	25.00	090°10'04"	25.07	N43°42'37"E	35.41
C16	39.27	25.00	090°00'00"	25.00	S46°12'21"E	35.36
C17	39.27	25.00	090°00'00"	25.00	N43°47'39"E	35.36
C18	36.37	100.00	020°50'17"	18.39	N11°37'30"W	36.17
C19	71.62	100.00	041°02'17"	37.43	S01°31'30"E	70.10
C20	31.62	105.00	017°15'10"	15.93	N10°22'04"E	31.50
C21	39.22	25.00	089°53'13"	24.95	S46°15'44"E	35.32
C22	39.32	25.00	090°06'47"	25.05	N43°44'16"E	35.39
C23	16.09	25.00	036°52'12"	8.33	S72°46'15"E	15.81
C24	142.99	50.00	163°51'10"	352.48	S43°44'16"W	99.01
C25	16.09	25.00	036°52'12"	8.33	N19°45'14"W	15.81
C26	39.32	25.00	090°06'47"	25.05	S43°44'16"W	35.39
C27	39.27	25.00	090°00'00"	25.00	N46°19'08"W	35.36
C28	26.91	25.00	061°39'43"	14.92	N57°51'00"E	25.63
C29	174.59	50.03	199°56'40"	284.54	N53°00'31"W	98.55
C30	21.03	25.00	048°11'23"	11.18	S22°46'33"W	20.41

LEGEND

N	NORTH
S	SOUTH
E	EAST
W	WEST
B/L	BUILDING LINE
U/E	UTILITY EASEMENT
L/E	LANDSCAPE EASEMENT
L.N.A.	LIMITS OF NO ACCESS
P.O.B.	POINT OF BEGINNING
O.D.E.	OVERLAND DRAINAGE EASEMENT
[19619]	STREET ADDRESS
G.W.D.	GENERAL WARRANTY DEED

WAGONER COUNTY TREASURER

I, _____, TREASURER FOR THE COUNTY OF WAGONER, STATE OF OKLAHOMA, DO HEREBY STATE THAT ALL BACK TAXES HAVE BEEN PAID ON THE DESCRIBED PROPERTY.

DATE: _____

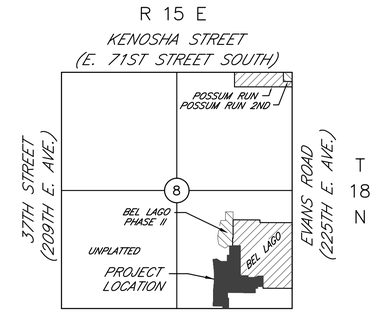
_____
WAGONER COUNTY TREASURER

APPROVED_____ by the City Council of the City of Broken Arrow, Oklahoma.

_____
Mayor: Craig Thurmond

_____
Attest: City Clerk: Lisa Blackford

R 15 E



LOCATION MAP

782,305.85 SQUARE FEET
17.96 ACRES
55 LOTS

THE VILLAS AT BEL LAGO PHASE I LAND BOUNDARY DESCRIPTION

A TRACT OF LAND BEING A PART OF THE SOUTHEAST QUARTER (SE/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 THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 8, T-18-N, R-15-E OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), WAGONER COUNTY, OKLAHOMA;
THENCE S 88°47'39" W ALONG THE SOUTHERLY LINE OF SAID SE/4 FOR A DISTANCE OF 1,417.37 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING S 88°47'39" W ALONG THE SOUTHERLY LINE OF SAID SE/4 FOR A DISTANCE OF 136.28 FEET;
THENCE N 01°12'21" W FOR A DISTANCE OF 50.00 FEET;
THENCE S 88°49'19" W FOR A DISTANCE OF 220.78 FEET;
THENCE N 06°36'49" E FOR A DISTANCE OF 42.99 FEET;
THENCE N 02°07'43" E FOR A DISTANCE OF 153.58 FEET;
THENCE N 01°21'22" W FOR A DISTANCE OF 171.28 FEET;
THENCE N 03°40'24" E FOR A DISTANCE OF 137.41 FEET;
THENCE N 01°37'30" E FOR A DISTANCE OF 119.50 FEET;
THENCE N 01°05'56" W FOR A DISTANCE OF 125.81 FEET;
THENCE N 07°15'07" W FOR A DISTANCE OF 299.18 FEET;
THENCE N 82°44'53" E FOR A DISTANCE OF 87.65 FEET;
THENCE S 60°00'00" E FOR A DISTANCE OF 103.74 FEET;
THENCE N 88°40'52" 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 209.35 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF BLOCK 1 OF BEL LAGO PHASE II ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA RECORDED AS PLC 5-4238 IN THE RECORDS OF THE WAGONER COUNTY CLERK;
THENCE N 88°41'20" E ALONG THE SOUTHERLY BOUNDARY OF SAID BEL LAGO PHASE II FOR A DISTANCE OF THENCE 68.54 FEET TO THE SOUTHEAST CORNER OF SAID BEL LAGO II, 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 PLC 1-45B 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 S 01°19'08" E ALONG THE WESTERLY BOUNDARY BLOCK 4 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 169.88 FEET;
THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 130.00 FEET, A CHORD WHICH BEARS S 10°04'24" W FOR A DISTANCE OF 40.32 FEET, AN ARC DISTANCE OF 40.48 FEET, AND A DELTA ANGLE OF 17°50'35";
THENCE N 88°40'52" E FOR A DISTANCE OF 170.18 FEET;
THENCE N 65°00'11" E FOR A DISTANCE OF 73.70 FEET;
THENCE N 88°47'28" E FOR A DISTANCE OF 110.41 FEET;
THENCE S 01°19'08" E FOR A DISTANCE OF 234.91 FEET;
THENCE S 88°47'39" W FOR A DISTANCE OF 119.96 FEET;
THENCE S 01°19'08" E FOR A DISTANCE OF 39.85 FEET;
THENCE S 88°40'52" W FOR A DISTANCE OF 50.00 FEET;
THENCE S 01°19'08" E FOR A DISTANCE OF 95.05 FEET;
THENCE S 88°47'39" W FOR A DISTANCE OF 620.00 FEET;
THENCE N 01°19'08" E FOR A DISTANCE OF 120.00 FEET;
THENCE N 88°47'39" E FOR A DISTANCE OF 22.63 FEET;
THENCE S 01°19'08" E FOR A DISTANCE OF 230.01 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 782,302.28 SQUARE FEET OR 17.959 ACRES MORE OR LESS.

THE BASIS OF BEARINGS FOR THE ABOVE DESCRIBED TRACT OF LAND IS THE RECORD BEARING OF S 01°19'18" E ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 8, T-18-N, R-15-E OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), WAGONER COUNTY, OKLAHOMA AS RECORDED ON THE PLAT OF BEL LAGO ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA AND RECORDED AS PLC 1-45B IN THE RECORDS OF THE WAGONER COUNTY CLERK

NOTE:
NO ACCESS IS ALLOWED ON LOT LINES WITH A BUILDING SETBACK OF LESS THAN 25 FEET. ACCESS IS PERMITTED IF THE GARAGE IS SETBACK AT LEAST 25 FEET

BENCHMARK:
USGS DATUM ELEV. 650.77
80d NAIL IN WEST SIDE OF POWER POLE
136 FEET SOUTH OF THE N.E. PROPERTY CORNER

IRON PINS SET AT ALL PROPERTY CORNERS WITH PLASTIC CAPS MARKED WITH LS 1094

CASE NUMBER (PT16-100)
STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED BY THE ONSITE DETENTION FACILITY AS SHOWN IN THE "NO EXCEPTIONS TAKEN" ENGINEERING PLANS IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION #DD-20515-01.

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 SOUTHEAST QUARTER (SE/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 THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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HAS CAUSED SAID REAL ESTATE TO BE SURVEYED, STAKED, AND PLATTED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS, AND HAS DESIGNATED THE SAME AS "THE VILLAS AT 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 CONSTRUCTING, MAINTAINING, OPERATING, 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 THERETO, 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, ERECTED, 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 LINE OR UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED 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 GAS SERVICE LINE TO A PARTICULAR STRUCTURE THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON–EXCLUSIVE 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 OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF 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 MAINS LOCATED ON HIS LOT.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

3. THE CITY OF BROKEN ARROW AND WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SANITARY SEWER AND WATER MAINS, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, HIS AGENTS OR CONTRACTORS.

4. THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SANITARY SEWER FACILITIES AND AND WAGONER COUNTY RURAL WATER DISTRICT NO. 4, SHALL HAVE SUCH RIGHT OF ACCESS FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF POTABLE WATER FACILITIES.

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, GAS AND 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 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.

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 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.

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 AMENDED 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.

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 55.

3. NO BUILDINGS, 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 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 SIDE 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 HAMID VALADKHANI (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 THEREFORE 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 HEREINAFTER 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.

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 HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR 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 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 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.

D. 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 TWO STORIES IN HEIGHT.

E. 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 OF FRONT AND SIDE EXTERIOR WALLS OF THE DWELLING ERECTED 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 INTERIOR ROOM 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 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 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, 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 IDENTIFYING THE ADDITION MAY BE ERECTED 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 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.

3. FENCES ON CORNER LOTS MAY NOT BE CONSTRUCTED CLOSER THAN 10 FEET TO THE PROPERTY LINE.

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 HOMEOWNER'S 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 CONTOURS IN THE EASEMENTS. TREES SHALL NOT BE REMOVED AND THE NATURAL WILDLIFE HABITAT SHALL NOT BE DISTURBED.

4. 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.

5. 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 A 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 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 BROKEN ARROW, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN 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. SIDWALKS

1. SIDEWALKS ALONG STREET FRONTAGE OF RESERVE AREA 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 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 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, PROVIDED, THAT EACH OWNER 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. SHOULD THE ADJACENT PROPERTY 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 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 BEL LAGO, BEL LAGO PHASE II AND THE VILLAS AT BEL LAGO.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT IN BEL LAGO, BEL LAGO PHASE II AND 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 BEL LAGO, BEL LAGO PHASE II AND 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 EMPTY LOTS 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, IF THE ADJACENT PROPERTY OR ANY PORTION THEREOF IS SUBDIVIDED AND PLATTED INTO ONE OR MORE SEPARATE RESIDENTIAL ADDITIONS, THIS ASSOCIATION WILL BE CHARGED WITH 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.

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 REMAINING 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, 2026, AND SHALL AUTOMATICALLY BE CONTINUED THEREAFTER FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH, UNLESS TERMINATED OR AMENDED AS HEREINAFTER 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 MORE THAN 75% OF THE LOTS WITHIN THE ADDITION, AND THE PROVISIONS OF SUCH INSTRUMENT SHALL BE BINDING FROM AND AFTER THE DATE IT IS PROPERLY RECORDED. THE REMAINING COVENANTS WITHIN SECTION II MAY BE AMENDED OR TERMINATE BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE DEVELOPER DURING SUCH PERIOD THAT THE DEVELOPER IS THE RECORD OWNER OF AT LEAST FIVE (5) LOTS WITHIN THE VILLAS AT BEL LAGO,, AND THE PROVISIONS OF SUCH INSTRUMENT SHALL BE BINDING FROM AND AFTER THE DATE IT IS PROPERLY RECORDED, OR ALTERNATIVELY, THE REMAINING COVENANTS WITHIN SECTION II MAY BE AMENDED OR TERMINATED BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN 75% OF THE LOTS WITHIN THE ADDITION, AND THE PROVISIONS OF SUCH INSTRUMENT SHALL BE BINDING FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF: MCGUIRE BELL LAGO, LLC, HAS CAUSED ITS NAME TO BE AFFIXED, THIS DATE ________________, 2017.

MCGUIRE BELL LAGO, LLC

BY: ______________________________
L. PATRICK MCGUIRE, MANAGER

STATE OF OKLAHOMA)
)SS.
COUNTY OF)

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS________DAY OF____________, 2017, PERSONALLY APPEARED L. PATRICK MCGUIRE, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH LIMITED LIABILITY COMPANY.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

____
MY COMMISSION EXPIRES:

____
NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, JEFFREY A. TUTTLE, P.E., L.S. OF TULSA, OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, STAKED AND PLATTED THE ABOVE DESCRIBED TRACT, AND THE ACCOMPANYING PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

DATED THIS ________DAY OF ______________, 2017.

____
JEFFREY A. TUTTLE
PROFESSIONAL LAND SURVEYOR

STATE OF OKLAHOMA)
)SS.
COUNTY OF)

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS_________DAY OF___________, 2017, PERSONALLY APPEARED JEFFREY A. TUTTLE, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

____
NOTARY PUBLIC

____
MY COMMISSION EXPIRES: