DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ESTATES OF BELMAR SECTION II, AN ADDITION TO THE CITY OF MOORE, CLEVELAND COUNTY, OKLAHOMA

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KNOW ALL MEN BY THESE PRESENTS:

RECITALS

WHEREAS, Belmar Golf, LLC , an Oklahoma Limited Liability Company, hereafter referred to as the "Declarant", and Dream Walkin' Homes, LLC, ("Dream Walkin") as assignee/owner of certain lots, are the owners of certain land and improvements ("Subject Property") in Cleveland County, Oklahoma, which property is more fully described on the attached **"Exhibit A"**, incorporated herein and made a part hereof; and

WHEREAS, the Subject Property has been platted into a subdivision known as the Estates of Belmar Section II, which plat was filed on October 14, 2010 and recorded at Plat Book 22, Page 148, at the office of the County Clerk of Cleveland County, Oklahoma; and

WHEREAS, Declarant desires to submit the Subject Property and the improvements to be constructed thereon to Oklahoma's Real Estate Development Act (Title 60 O.S. 1971, §§851-85, as amended)

NOW, THEREFORE, Declarant does hereby publish and declare that the land and its improvements are hereby subjected to the conditions, covenants, and restrictions to be established upon the recording hereof; and that the covenants, conditions, restrictions, use limitations, obligations, and provisions hereof shall be deemed to run with the land described on **"Exhibit A"** and shall be for the use and benefit to the Declarant, its successors and assigns, and to any person or entity acquiring or owning an interest in the land and improvements, or any portion thereof, its grantees, successors, heirs, personal representatives, devisees and assigns.

ARTICLE 1
PROPERTY RIGHTS

Section 1.1 Definitions. Unless the context shall expressly provide otherwise:

"Additions" are tracts of land within the Belmar Development platted pursuant to Oklahoma's Real Estate Development Act which may, at Declarant's sole option, be included in the Association by Declarant.

"Association" means **THE ESTATES OF BELMAR II HOA, INC.**, an Oklahoma non-profit corporation, its successors and assigns, the Certificate of Incorporation and Bylaws of which shall govern the administration of this real estate development, the members of which shall be the owners of the Lots.

"Belmar Development" means the Subject Property and any Additional Property owned or hereafter acquired by Declarant lying within Section 32, Township 10 North, Range 2 West, Cleveland County, Oklahoma.

"Building" means one or more of the building improvements lying within the real estate described on **Exhibit "A"**.

"Common Areas" means all portions of the real estate development other than the Lots and other than dedicated right-of-ways (public) which are shown on the recorded plats of Subject Property as Common Areas or designated by the Declarant or Association as a Common Area, and specifically includes those strips of land lying along any section line road.

"Declarant" shall mean and refer to Belmar Golf, LLC, an Oklahoma Limited Liability Company, its respective successors and assigns. Dream Walkin' Homes, LLC, although a title holder and signatory hereinbelow, is a Builder.

"Estates of Belmar Addition" refers to the homeowners association created June 25, 2003 by virtue of the Owner's Certificate, Dedication and Reservations filed on June 25, 2003 at Book 3634, page 1247, Cleveland County Clerks office, Cleveland County, Oklahoma, for the Estates of Belmar I Addition.

"Joint Maintenance Agreement" is that contract to which the Association may become a signatory which provides for the sharing of maintenance, repair and replacement expenses for the shared roadway, entrance and other improvements common to the different neighborhoods.

"Lot" means that portion of any platted land designated for separate ownership, and its dwelling improvements, the boundaries of which lot being the lot lines as shown on the recorded plat(s) of the real estate described on Exhibit "A" or subsequently included as additional property subject to the regime created herein.

"Obligation(s)" shall mean all annual dues and special assessments attributable to an Owner or Lot.

"Owner" means a person or persons, firm, corporation, partnership, trust, association or other legal entity, or any combination thereof, who owns one or more lots for the purpose of occupying the same as a residence.

"Person" means a natural person, corporation, partnership, association, trust, other entity, or any combination thereof.

Section 1.2 Use and Occupancy; Rights to Rent; Mortgagee Right to Rent; Leases Subject to Declaration. After the initial sale or transfer of a Lot or Lots by Declarant, all such Lots shall thereafter be used and occupied only for single family residence purposes by the Owner, by the Owner's family, the Owner's guests, or the Owner's tenants; however, Lots shall not be rented by the Owners for any period less than thirty (30) days; and further, any lease shall be in writing and shall be subject to the covenants and restrictions contained in this Declaration.

Section 1.3 Mortgaging a Lot; Priority; Mortgage Subject to Declaration. An Owner shall have the right from time to time to mortgage or encumber his Lot and the interest appurtenant thereto, but the lien created thereby shall be subject to the terms and provisions of this Declaration, and any mortgagee or other lienholder who acquires a Lot through judicial foreclosure, public sale or other means shall be subject to the terms and conditions of this Declaration except as specifically excepted herefrom.

Section 1.4 Compliance with Provisions of Declaration, Certificate of Incorporation and Bylaws. Each Owner shall comply strictly with the provisions of this Declaration, the Certificate of Incorporation, the Bylaws of the Association and the rules, regulations, decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure and refusal after written notice to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in connection therewith and interest on all of such amounts at the highest lawful rate, which action shall be maintainable by the Managing Agent or Board of Directors in the name of the Association on behalf of the owners or, in a proper case, by an aggrieved Owner.

Section 1.5 Revocation or Amendment to Declaration. The Declarant, so long as the Declarant owns one or more Lots, whether currently platted or subjected to this Declaration by future amendments, may amend this Declaration at any time to add more property, correct a scriveners error or resolve an ambiguity. Except as aforesaid this Declaration shall not be revoked unless all of the Owners unanimously consent and agree to such revocation by instrument(s) duly recorded. Except as provided herein, this Declaration shall not be amended unless the Owners representing an aggregate ownership interest of eighty percent (80%), or more, of the Lots agree to such amendment by instrument(s) duly recorded. However, Owners may not amend these Declarations to remove or restrict any of the rights granted or reserved herein to Declarant without the express written consent of Declarant.

Notwithstanding anything herein to the contrary the Owners may not amend these covenants to dissolve the Homeowner Association created herein in ARTICLE 2.

Section 1.6 Easements.

(A) Easements Deemed Appurtenant. The easements and rights herein created for an Owner shall be appurtenant to the Lot of that Owner, and all conveyances and instruments affecting title to a Lot shall be deemed to grant and reserve the easements and rights as provided herein, as though set forth in said document in full, even though no specific reference to such easements or restrictions appears.

(B) Blanket Easements for Utilities. There is hereby created a blanket easement in, on, through, upon, across, over and under all of the publicly dedicated easements and rights-of-way, as shown on the recorded plat, for ingress and egress, installation, replacement, repair and maintenance of all utilities including, but not limited to, water, sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for governmental entities, the electrical company gas company, telephone company and/or any other company providing services to the Subject Property to erect and maintain the necessary poles and other necessary equipment on said easements. Within these easements, no structure, planting or other material shall be placed or permitted to remain thereon, which may damage or interfere with the installation and/or maintenance of such utility areas.

(C) Owner's Nonexclusive Easement of Enjoyment; Limitations. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to the lot of such Owner, subject to the rights of the Association stated herein.

(D) Easement for Section line and Entryway Road Improvements. The Association and the Developer are specifically granted an easement, the right and the authority to construct a wall or other type of barrier, an entryway sign or other type of improvement along the lot lines of the section line roads and entryway road easements. Any wall so erected may, at the sole option of the Board of Directors, be considered as the property of the Association for purposes of maintenance or replacement, even if said wall resides on an Owner's property line.

(E) Drainageways. All drainage channels shown on the plat or constructed by Declarant, whether common area or private land, must be maintained by the owner thereof. No change, structure, planting or other alteration may be made which would change the direction of flow of said drainage channel or which would obstruct or retard the flow of water through the drainage channel. Any small drainage channel, emergency overflow and other swale which are important to abutting properties, but are not a part of the drainage systems maintained by a public authority or utility company, shall be the property owners responsibility. It shall be the responsibility of the property owner to keep the easements, channels and swales free of any structure, planting or other material which may change the direction of flow, or obstruct or retard the flow of surface water in the channels or swales whether they be in the easements or contained on the individual property owners lot.

(F) Joint and Mutual Easement for Access to Owners Property. The Association and each Owner of a Lot in the Subject Property is hereby granted and does hereby grant, bargain, sell and convey a roadway easement and mutual access over and across the Subject Property for purposes of ingress and egress to said Owners Property.

Section 1.7 Architectural Control. All construction of improvements in the Subject Property is subject to the absolute control of Declarant which include, but are not limited to, the following guidelines and requirements, to-wit:

(A) Improvements and Alterations; Plans and Specifications; Approval. Except for construction by the Declarant, no building, fence, wall or other improvements or structure, including mail boxes, shall be commenced, erected, placed, moved or maintained upon the subject land, nor shall any exterior addition to or change in any improvement located on the subject land, be made until the complete plans and specifications showing the precise and exact nature, kind, shape, height, set-back, materials, color and location of the same shall have been submitted in duplicate to and approved in writing (by the Declarant as more fully described below) as to harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the improvements. Declarant may waive this requirement, at its option, by written authorization upon the terms and conditions set forth in said writing.

(B) Approvals; Copy of Plans and Specifications Deposited; Lapse of Time Paramount to Approval. Upon approval by the Declarant of any plans and specifications submitted pursuant to these provisions, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of Declarant, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Declarant fails to approve or disapprove any plans and specifications which may be submitted to it within sixty (60) days after submission, then approval will not be required, and this paragraph shall be deemed to have been fully complied with.

(C) Construction; Limitations, Deviations from Plans and Specifications. Construction or alterations in accordance with plans and specifications approved by the Declarant shall be commenced within six (6) months following the date upon which the same are approved by the Declarant (whether by affirmative action or by forbearance from action), and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Declarant shall specify. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Declarant shall be conclusively deemed to have lapsed, and compliance with the provisions of this paragraph shall again be required. There shall be no deviations from plans and specifications approved by the Declarant without the prior consent in writing of the Declarant. Approval for use on any Lot of any particular plans and specifications or design shall not be construed as a waiver of the right of the Declarant to disapprove such plans and specifications, or any Areas or features thereof, in the event such plans and specifications are subsequently submitted for use upon any other Lot or Lots.

(D) Certificate of Compliance. Upon the completion of the construction or alteration of any building, fence, wall or other improvements or structure in accordance with plans and specifications approved by the Declarant, the Declarant shall, at the request of the Owner thereof, issue a certificate of compliance which shall be prima facie evidence that the building, fence, wall, or other improvements or structure referenced in such certificate has been approved by the Declarant and constructed or installed in full compliance with the provisions of this Article.

(E) Enforcement; Right to Correct Violations. In the event any building, fence, wall or other improvements or structure shall be commenced, erected, placed, moved or maintained upon any Lot, otherwise than in accordance with the provisions and requirements of these provisions, then the same shall be considered to have been undertaken in violation of these provisions and without the approval of the Declarant required herein. Upon written notice from the Declarant, such building, fence, wall or other structure or improvements shall be promptly removed. In the event the same is not removed, or the violation is not otherwise terminated, within fifteen (15) days after notice of such violation is delivered to

the Owner of the Lot upon which such violation exists, then Declarant shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate such violation, and the costs thereof shall be assessed against Owner and the Lot upon which such violation occurred. A statement for the amount thereof shall be rendered to the Owner of said lot, at which time the assessment shall become due and payable and a continuing lien upon said Lot and an obligation of the Owners, and may be enforced as a judgment lien. The Declarant shall have the further right, though its agents, employees or committees, to enter upon and inspect any Lot at any reasonable daylight hour for the purpose of ascertaining whether any violation of the provisions of this paragraph or any of the other provisions or requirements of this Declaration, exists on such Lot.

(F) Transfer to Association. Once Declarant no longer owns a Lot or unplatted land in the Belmar Development this right of approval for changes or modifications to existing structures shall automatically pass to the Association. In no event do the rights contained in this paragraph for approval of the initial construction transfer to the Association or any Committee thereof without the separate express written consent of the Declarant.

Section 1.8 Plat Notes Incorporated Herein. Every Owner should be aware property restrictions are contained on the Plat of the Subject Property filed in the County Clerks office. These property restrictions are applicable to all Lots and are incorporated herein by this reference. The Owner is responsible for obtaining a copy of the plat notes and determining if those restrictions interfere with Owner's intended use of the property.

ARTICLE 2
HOMEOWNERS ASSOCIATION

Section 2.1 Mandatory Membership. An Owner of a Lot, upon becoming an Owner, shall mandatorily be a member of the Association and shall remain a member for the period of his ownership. The Association shall be governed by a Board of Directors as is provided in the Certificate of Incorporation and Bylaws of the Association. The Association may employ agents, servants and employees and any person or firm to act as Managing Agent at any agreed upon compensation.

Section 2.2 Classes of Membership; Voting Rights. The Association shall have two (2) classes of voting membership as follows:

Class A. Class A Members shall be all those Owners of single-family residential Lots with the exception of the Declarant. Each Class A member shall be entitled to one vote for each Lot owned. When more than one person holds an ownership interest in a Lot, all such persons shall be members. The vote for such Lot shall be exercise as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B Member(s) shall be the Declarant, its successors and assigns. The Class B member shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, which first occurs:

(1) At the completion of the calendar year when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

(2) On January 1, 2030;

(3) Earlier at the discretion of the Declarant.

Section 2.3 Ownership of Common Areas. Title to the Common Areas **including the private streets, if any**, and the concomitant right to replat, convey and encumber shall remain in Declarant until Declarant has turned over control of the Association. Upon conveyance from the Declarant the Association shall own all Common Areas and private streets, if any, shown on the plats.

Section 2.4 Association's Maintenance and Responsibility. The Association shall be responsible for:

(i) the maintenance, operation and repair of all Common Areas shown on any plat where the Lot Owners are made mandatory members of the Association

(ii) any other areas shown on the plat as common right-of-way such as (i) private streets, (ii) entrances (including gated entrances whether private or public) and (iii) center medians together with any improvements constructed by Declarant on the Subject Property to be used by the Lot Owners;

(iii) any walls or other structures constructed along section line roads or entry way streets;

(iv) as described in **Section 1.6 (D)** hereinabove, fences or walls built on a private lot if the Board of Directors determines maintenance of said wall or fence is in the best interest of the Association;

(v) administrative expenses including property, casualty and liability insurance as further described in the Bylaws for the Association and including all administrative costs such management and professional expenses;

(vi) the cost of funding adequate reserves for the eventual replacement of any assets maintained by the Association.

(vii) the costs associated with a Joint Maintenance Agreement made by the Association with Declarant, the other Associations lying within the Belmar Development and the Belmar Golf Club for the joint maintenance of any common roadways, entrances, improvements and other items described within said Joint Maintenance Agreement.

Section 2.5 Interim Control of Association; Use of Dues. Until such a time as eighty (80%) percent of the Lots are occupied by Owners, or the Declarant elects to turn over control of the Association to the then existing Lot Owners, whichever comes first, the Association shall by managed by the Declarant or one or more persons, who do not have to be Lot Owners, under contract with the Association. Once eighty (80%) percent of the Lots have been occupied control of the Association shall pass to a duly elected Board of Directors pursuant to the applicable provisions of the Certificate of Incorporation and Bylaws.

For purposes of the 80% occupancy calculation stated in this **Section 2.5** Lots shall mean all Lots platted or to be platted in the Belmar Development which may be dedicated to the Association. There shall be no turnover calculation until the last real property planned in or for the Belmar Development that could be dedicated to the Association has been platted which plat must be filed of record in the Cleveland County Clerks office.

During the period of Declarants management of the Association dues shall be collected as hereinafter provided and shall be used by the Declarant only for the maintenance of the common areas and administrative expenses, but not for any improvements to the Common Areas which may be constructed by the Declarant.

Section 2.6 Assessment for Annual Dues, Separate Maintenance Dues and Special Assessments.

(A) Obligation to Pay Dues. Except as stated in this Section, all Owners shall be obligated to pay the annual dues imposed by the Bylaws and the Board of Directors of the Association to meet the expenses of the Association.

(B) Initial Dues and Due Dates. The Annual Dues are hereby initially set as **$550.00** per year, which sum may be adjusted up or down by the Declarant as provided in the Bylaws so long as Declarant manages the Association. The dues shall be collected **annually** with an initial due date of **March 1st**. Dues shall be assessed from the date of first conveyance by the Developer or a Builder (transfers to related parties of Developer not included) to an Owner for the balance of that calendar year and thereafter as provided in the Bylaws. Dues shall be paid in advance on the date or dates specified in the Bylaws or as set by the Board of Directors. Dues for the first year shall be prorated and collected by the closing agent or, if none, by the purchaser, at the time of transfer of title and promptly remitted to the Association or its agent. Dues may be adjusted up or down by the membership or the Board of Directors as provided in the Bylaws.

(C) Special Assessments for Capital Improvements; Assent; Notice. In addition to the dues hereof, the Board of Directors may levy a special assessment ("Assessment") applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement, including the necessary fixtures and personal property related thereto, provided that any such special assessment shall have the assent of a majority of the Owners, voting in person or by proxy, at a meeting duly called for this purpose. Written notice of which shall be given to all members at least ten (10) days in advance, which shall set forth the purpose of the meeting. No special assessment may be levied upon the Declarant or a Builder.

(D) Unsold Lots. Declarant, assignees and Builders who hold title for the purposes of constructing a home and reselling same, shall not be responsible for payment of annual dues or assessments, nor may any assessment be imposed upon the first sale or transfer to a Lot from the Declarant or a Builder to an Owner.

(E) Assessment Lien; Priority; Notice of Lien; Recording; Enforcement; Receiver; Mortgagee may pay Assessment All unpaid assessments and annual dues chargeable to any Lot, including any fees, late charges, fines or interest, shall constitute a lien on such Lot prior to all other liens except the following: (1) assessments, liens and charges for taxes past due and unpaid on the Lot, (2) judgments entered in a Court of Record prior to the due date of the annual dues or assessment date, (3) mortgage instruments of encumbrance duly recorded prior to the due date or date of such assessment, and (4) mechanic's and materialmen's liens arising from labor performed or material furnished upon a Lot prior to the due date or date of such assessment. To evidence such lien, the Board of Directors shall prepare a written notice of assessment lien setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot, such a notice shall be signed by one of the Board of Directors or by one of the officers of the Association, or a management agent of the Board of Directors, and shall be recorded in the office of the County Clerk of Cleveland County, Oklahoma. Such lien for the annual dues or special assessment shall attach from the due date thereof and impart notice to third parties from the date of the recording thereof. Such lien may be enforced by the foreclosure of the defaulting Owner's Lot subsequent to the recording of a notice or claim thereof by the Association in like manner as a mechanics or materialmens lien on real property. In any such proceedings the Owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the lien and, in the event of foreclosure proceedings, the additional costs, expenses and attorney's fees incurred. The owner of the Lot being foreclosed shall be required to pay to the Association the yearly assessment for the Lot during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to purchase a Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. Any mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any unpaid annual dues or special assessments payable with respect to such Lot, and such payment shall not be deemed a waiver by the Association of default by the Lot Owner.

(F) All Dues and Assessments Collectible on Sale. Upon the sale or conveyance of a Lot, all unpaid dues or assessments, including interest and costs and reasonable attorney's fees incurred in collection, shall be first paid out of the sales price or by the purchaser in preference of any other assessments or charges of whatever nature, except the following:

Assessments, liens and charges for taxes past due and unpaid on the Lot;

Judgments entered in a Court of Record prior to the due date of annual dues or a special assessment;

Mortgage instruments of encumbrance duly recorded prior to the date of such assessments;

Mechanic's and materialmen's liens arising from labor performed or material furnished upon a Lot prior to the date of such assessment; and

In a voluntary conveyance of a Lot the grantee of the Lot shall be jointly and severally liable with the grantor for all unpaid dues and assessments by the Association, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the management agent or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the Lot conveyed be subject to a Lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

(G) Mortgaging a Lot; Priority; Mortgage Subject to Declaration; Mortgagee in Title; Unpaid Assessments. An Owner shall have the right from time to time to mortgage or encumber his Lot and the interests appurtenant thereto, but the lien created thereby shall be subject to the terms and provisions of this Declaration, and any mortgagee or other lienholder who acquires a Lot through judicial foreclosure, public sale or other means shall be subject to the terms and conditions of this Declaration except as specifically excepted herefrom. Where the holder of a first mortgage of record or other purchaser obtains title to the Lot as a result of foreclosure of the first mortgage or deed in lieu of foreclosure, such acquirer of title shall not be liable for the annual dues or assessments chargeable to such Lot which became due prior to acquisition of title to such Lot by such acquirer.

(H) Non-Exemption from Payment; Board Responsibility to Collect; Interest, Costs, Collection Costs, and Attorney Fees; Suit; Notice to Mortgagee. The amount of annual dues and assessments assessed against each Lot shall be the personal and individual debt of the Owner thereof. No Owner may exempt himself from this liability by waiver of the use of enjoyment of any of the Common Areas or by abandonment of his Lot. The Board of Directors shall have the responsibility to take prompt action to collect any unpaid dues or assessments which remain unpaid more than fifteen (15) days from the due date for payment thereof. In the event of a default by an Owner in the payment of dues or an assessment, such Owner shall be obligated to pay interest at the rate of eighteen percent (18%), or such higher rate (provided the same shall not be usurious) as the Board of Directors may from time to time determine, per annum on the amount of the dues or assessment from the due date thereof, together with all expenses, including attorney's fees and any costs charged by a collection company to send an account to collection, incurred to collect such dues or assessments together with late charges as provided by the Bylaws of the Association. Suit to recover a money judgment for obligations may be instigated in Cleveland County, Oklahoma, and may be maintainable without foreclosing or waiving the lien securing same additionally, in the event that the mortgage on a Lot should so provide, a default in the payment of an obligation shall be a default in such mortgage and if required by the mortgagee by written notice to the Association, the Board of Directors shall give notice of any default in payment of an assessment to the mortgagee.

Section 2.7 Prohibition of Employment or Other Pecuniary Gain. No part of the assessments or net earnings of the Association shall inure to the benefit of any Lot Owner or individual, except to the extent that Lot Owners receive the benefits from the maintenance, repair, operations, additions, alterations and improvement responsibility of the Association. No Lot Owner or any business in which a Lot Owner has an interest may receive a credit or compensation, directly or indirectly, for services rendered as an officer, director or employee of the Association.

Section 2.8 Registration of Mailing Address of Lot Owners; Notice to Association. Each Owner shall register his mailing address with the Association, and notices or demands intended to be served upon an Owner shall be sent by mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Secretary or managing agent of the Board of Directors of the Association at 1322 Fretz Drive, Edmond, OK 73003, or served upon the service agent of the Association.

Section 2.9 Rules and Regulations; Fines; Enforcement. The Board of Directors is empowered to adopt Rules and Regulations together with the authority to impose fines, all of which shall be binding on all Owners as if fully set forth herein.

(A) Adoption of Rules. Written notice of any proposed adoption, modification or change of a Rule or a fine shall be given to the members. Said written notice shall provide at least five days notice of the meeting wherein the Board proposes to adopt the Rule or fine and afford any Owner the opportunity to be heard in that regard. At the conclusion of the meeting the Board may adopt the Rule or fine as published or make modifications prior to final decision.

(B) Due Process. In order to afford due process to each Owner before any punitive action may be finally imposed by the Board of Directors, each Owner shall have the right of a hearing before the Board of Directors, en banc for the purpose of avoiding or mitigating any penalty, fine or punitive action. The Owner shall be afforded not less than 10 days written notice of the hearing. At the hearing both the Association and the owner may produce evidence and present witnesses. The Board of Directors shall promptly resolve the dispute and announce its decision, which in such instances shall be final as to all matters.

(C) Notice. All Owners shall be afforded notice of any new Rule or fine or modification of an existing Rule or fine at least ten (10) days prior to the enforcement thereof. Notice may be given by first class mail to the Owners registered address or, if none, to the property address; or, at the option of the Board, notice may be posted on the Associations website clearly shown on the front or home page thereof (or with a link to the full text prominently shown) so long as the existence and address of said website is posted at each entrance of the project. In the event the Board chooses to give notice by posting on the Association's website the enforcement of a new Rule or fine, or modification or change to an existing Rule or fine shall not be made for thirty (30) days from its initial posting.

(D) Administrative Rules. The procedures required in this Section shall not apply to enactment and enforcement of administrative Rules governing use of the Common Areas. An example of such an administrative Rule would include, but not be limited to, hours of opening and closing any privacy gate.

Section 2.10 Eminent Domain. If part of a Common Area is acquired by eminent domain, the award must be paid to the Association. The Association shall represent the Lot Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Areas, or part thereof. Each Lot Owner appoints the Association as attorney-in-fact for such purposes.

Section 2.11 Association Rights to Use and To Grant Easements. The Association, in its sole discretion, may from time to time grant easements and rights of way on, across, under and over the Common Areas to any municipal corporation or public utility company, or other entity providing water, sewer, gas, electricity, telephone, cable television, or other similar service to the real estate development.

Section 2.12 Committees. The Association shall establish an Architectural Committee and such other Committees as provided in the Certificate of Incorporation and Bylaws. The Architectural Committee shall exercise all of the rights and powers reserved herein to the Declarant once those rights have been transferred pursuant to the provisions of **Section 1.7**. If, for any reason, the Architectural Committee is not established or operating those rights and responsibilities shall be exercised by the Board of Directors.

Section 2.13 Service Agent. The name of the person or entity to receive service of process in actions against the Association is Neighborhood Services Corporation, an Oklahoma corporation, 1322 Fretz Drive, Edmond, OK 73003. This person/entity may be changed as provided in the Bylaws.

Section 2.14 Dispute Resolution Including Mandatory Arbitration.

NON-MONETARY DISPUTES MUST BE RESOLVED THROUGH A MEDIATION PROCESS WHICH INCLUDES BINDING AND MANDATORY ARBITRATION. THIS PROCESS DOES NOT APPLY TO THE ASSOCIATION'S RIGHT AND RESPONSIBILITY TO COLLECT AMOUNTS OWED TO IT UNDER THESE COVENANTS AND THE BYLAWS OF THE ASSOCIATION.

Any Owner, by acceptance of a deed to a Lot in the Subject Property, does hereby agree to mandatory dispute resolution including mandatory arbitration of any dispute between that Owner and the Association or any other Owner the subject of which is the violation or non-compliance with the terms of these Covenants, any amendments or additions thereto and Bylaws of the Association including Rules and Regulations adopted by the Board of Directors. The terms and procedures to be followed are set forth in the Bylaws of the Association. Mandatory dispute resolution does not apply to the collection of the dues, assessments, fines and any interest or costs associated with the collection of these amounts.

Section 2.15 Association Website; Notices and Mailings on Website; Quorum and Voting by Website. The Association is hereby permitted to give any of the notices or mailings required herein by posting the same to an Association website. The Association is further permitted to establish a quorum and take votes electronically on its website. In order for the Association to utilize the procedures set forth in this **Section 2.15** the website and its address must be prominently advertised by signs posted at all entrances to the neighborhood. The Website must be regularly maintained under contract with an individual or entity experienced or in the business of the creation and maintenance of commercial websites.

ARTICLE 3
USE AND PROPERTY RESTRICTIONS

Section 3.1 Single Family Residences. All Lots herein shall be occupied as single family residences only. No residence may be owned or occupied for any commercial purpose. All structures are limited to two (2) stories in height and must have an attached two (2) car garage. All residential structures must be constructed onsite.

Section 3.2 Minimum Square Footage. Unless otherwise stated herein, no residence shall contain less than Two Thousand Six Hundred (2,600) square feet of living area (heated and cooled space). The first floor of any two story residence must contain a minimum of One Thousand Two Hundred (1,200) square feet of living area.

Section 3.3 Exterior Requirements. The exterior of any residence shall be at least eighty percent (80%) brick, stone or stucco, and twenty percent (20%) may be of frame or other material which will blend together with the brick, stone or stucco. It is the intention of this restriction to allow panels of materials other than brick, stone or stucco to be used, but in no event shall a continuing wall consisting of eighty percent (80%) of the exterior of the residence be built of any material other than brick, stone or stucco.

This restriction is intended to encourage the use on the principal exterior of residences of masonry construction, but may be modified to allow the use of other materials to blend with the environment to eliminate repetition of design. In no event shall out buildings be of a material other than the residence.

(A) Chimneys. Chimney materials must be brick, stone or stucco all the way to the top of the chimney except where the chimney is on the interior, in which case it may be of other appropriate material.

(B) Foundations. Foundations must be of footing and stem construction with no exposed stem walls. No pier and grade construction is allowed.

(C) Garage Doors. All garage doors must have designs or other decorative features. No plain panel garage doors are permitted.

Section 3.4 Detached Structures. DETACHED STORAGE BUILDINGS OR OTHER STRUCTURES ARE NOT ALLOWED UNLESS THE BUILDING OR STRUCTURE CONFORMS TO THE REQUIREMENTS OF THIS PARAGRAPH.

(A) Storage Buildings. Detached storage buildings are permitted so long as the structure conforms to the exterior requirements contained in **Section 3.3** above and the roofing requirements contained in **Section 3.6** below. It being the intent of this provision that the storage building conform exactly to the original home. Any storage building that does not conform to these requirements must be completely hidden from the street and any adjoining property owners.

(B) Basketball Goals. Basketball goals are permitted but may not be attached to any structure. All basketball goals must be free standing on a structure designed for that purpose and must be kept in good repair. Any goal that becomes damaged or unusable must be removed. Basketball goals may only be used on the homeowners driveway and may never be placed on sidewalks, homeowners lawn or in the street.

(C) Tanks; Above Ground Swimming Pools. No elevated tanks of any kind shall be erected, placed or permitted on any Lot. No above ground swimming pools are allowed.

Section 3.5 Driveways; Sidewalks; Mailboxes. All Lots shall have a four foot concrete sidewalk across the front of the Lot (and the side of the Lot on any corner Lot), which sidewalk shall lie within six feet of the curb and adjoin to any existing sidewalk on adjacent Lots. All driveways must be of concrete construction. Mail boxes shall be of brick construction.

Section 3.6 Roofs. Roofs shall be a thirty (30) year architectural composition roofing, weathered wood in color, with a minimum pitch of 7/12. No three tab shingles allowed. Any deviation from this standard must be approved in writing by the Declarant or if the Declarant no longer owns any lots by the Architectural Committee.

Section 3.7 Vents; Turbines; Ventilation. All HVAC or other vents protruding through roof lines must protrude through the rear portion of the residence roof line, unless otherwise approved by the Declarant. All vent pipes must be painted to match roof color. No wind turbines shall be allowed on any roof. All attic ventilation shall be done by way of ridge vents, low profile static vents, or electric power vents.

Section 3.8 Fences. Except as stated herein, all fences shall be of wood, brick, vinyl, rock or wrought iron construction and may not exceed 72 inches in height. All fences must be maintained in good condition with no visible holes or loose or missing pickets. No fencing shall be installed on the front portion of any Lot and must commence at least five (5') feet from the front of the main structure.

(A) Golf Course Lots. Fences on property lines that abut Belmar Golf course shall be wrought iron and may not be more than 48 inches in height. Fencing that conjoins with a wrought iron fence by the time said fence reaches the wrought iron fence must start reducing at least sixteen (16') feet prior to said wrought iron fence and should gradually reduce in height until down to 48 inches.

Section 3.9 Offensive or Noxious Use; Nuisance Activity; Unkept Lawn; Right of Entry to Maintain. The Owner of any Lot shall not use or allow the use of such Lot for any purpose which will be noxious, offensive or detrimental to the use of the other Lots or which will create or emit any objectionable, offensive or noxious odors, dust, gases, fumes or other such material or which will in any manner violate any applicable zoning ordinance or other regulations enacted by any duly constituted governmental authority. No noxious or offensive activity shall be carried on, nor shall anything be done therein which may be or may become an annoyance or nuisance.

Every Lot shall be kept in a presentable condition as determined by the Board of Directors or Architectural Control Committee, if any. All Lots should be regularly mowed and trimmed, all landscaping shall be kept neat in appearance.

The Association by and through its Board of Directors, at its discretion, may mow any Lot that has not be kept presentable after three (3) days notice to the Owner thereof, which notice shall be accomplished by hand delivery or posting on the properties front door. The Association may also trim trees and remove trash or debris. The cost for any of the aforesaid shall be born by the Owner and shall be enforceable in the manner stated in the Declarations for unpaid fines.

Section 3.10 Mineral Drilling. No drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons within the subject lands shall be permitted.

Section 3.11 Livestock. The keeping of any poultry, cattle, horses or other livestock of any kind or character is prohibited within the Project.

Section 3.12 Refuse Storage; Growth; Lawns. The storage of trash, ashes, or other refuse, except in normal receptacles, is prohibited. Weeds, underbrush or other unsightly growths shall not be permitted to grow or remain in the Project. No trash, ashes or other refuse may be thrown in any other Owner's Lot. Lawns and shrubbery shall be kept mowed and trimmed.

Section 3.13 Signs and Billboards; Declarant's Right. No signs or billboards advertising any commercial enterprise, except "for sale" or "for rent" signs, shall be permitted on any Lot without the prior written consent of the Declarant or the Board of Directors if control of the Association has been turned over to a homeowner elected Board; provided, this prohibition shall not apply to the Declarant in the initial sale of such Lot.

Section 3.14 Vehicle Parking and Storage. No boats, trailers, trucks (other than one ton pickup trucks used for every day transportation), campers, recreational vehicles, motor homes or commercial vehicles, nor any vehicle in the process of being repaired or otherwise presently inoperable, shall be stored or parked within the subject lands. No overnight parking of any vehicle (whether owner, owner's family or guest) on the street or Lot, other than a concrete driveway, is permitted.

Section 3.15 Views from Street or Lot. All clotheslines, garbage cans, equipment, coolers, or storage piles shall be located as not to be visible from any other Lot within the Project. Garbage cans may be visible on the day of pick-up only and shall be hidden from sight at all other times. No unusual items, such as rain barrels, may be placed on the visible portion of any Lot. Rules and Regulations may be adopted by the Board of Directors in conformance with the requirements for adopting Rules and Regulations set forth herein and in the Bylaws regarding the appearance of visible areas of a Lot and those items that may or may not be placed thereon.

Section 3.16 Radio or Television Device. No radio or television transmitting or receiving device shall be allowed on any Lot or structure with an exposed antenna that exceeds five (5) feet in height and/or 24 inches in diameter. All satellite receivers must be located as close as possible to the rear of the structure so as to provide maximum concealment from the street and other lots.

Section 3.17 Wind Powered Generators. No wind powered generators shall be allowed on the subject lands.

Section 3.18 Temporary Structure. No trailer, tent or shack shall be erected, placed or permitted, nor shall any structure of a temporary character be used at anytime as a residence without the prior written consent of the Declarant.

Section 3.19 Household Pets; Care and Restraint; Limit on Number. No animal shall be kept except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. Pit Bull Terriers or any mix containing at least one-half pit bill parentage are not allowed in the Subject Property. No more than three (3) household pets may be kept without written permission of the Association. No pets may be permitted to run loose within the Project.

Household pets must be kept behind cedar or white pine fencing at all times. Household pets must not be seen from the front of the house. Pet houses, Pet pens, and Pet runs of any kind are not allowed in residents back or side yards unless completely hidden from view. Excessive barking or pet crying of any kind will also not be permitted. Failure to comply with this restriction will be subject to a written warning and/or fines as established by the Board.

Section 3.20 No Garage Conversions. The garage of a residence may not be converted for any other use or purpose except parking of the Owners vehicles. This prohibition does not apply to any conversion by the Declarant for use as a sales office, however, such conversion by the Declarant would be temporary and any garage so converted shall be returned to its original purpose.

Section 3.21 No Clear Cutting of Lots. All trees which measure at least four (4") inches in diameter which are currently on the Lot, except those located within the footprint of the actual house, may not be cleared except upon written permission of Declarant.

Section 3.22 Lawn & Landscape Requirements; Mandatory Irrigation System.

(A) Mowing. Lawns shall be mowed each week by the homeowner during growing season. Grass clippings may not be blown into the street or into your neighbor's lawn. Edging of streets, sidewalks and driveways and flower beds is required at least once every two (2) weeks.

(B) Lighting. All exterior lighting in the front of every residence must utilize standard electrical power and be installed by a licensed electrician as part of the home's electrical system. Unless mandated by federal or state law no low voltage or solar powered lights are allowed.

(C) Initial Lawn & Landscape requirements. All lawns must be completely sodded, front and back. Initial landscaping plans must be designed in conformance with the appearance of the neighborhood. Declarant may require additional or different landscaping if, in Declarants sole opinion, current landscaping does not conform to the aesthetic standards deemed desirable in the project.

(D) Landscape maintenance. Flower beds and other landscaping must be kept in a neat and presentable manner in keeping with the general aesthetic standards in the neighborhood. Rules and Regulations may be adopted by the Board of Directors in conformance with the requirements for adopting Rules and Regulations set forth herein and in the Bylaws regarding the maintenance and appearance of front yard landscape requirements.

(E) Mandatory Irrigation System. All Lots/Owners/Builders are required to install and maintain automatic sprinkler systems that cover at a minimum the front yard of each residence. Each sprinkler system shall include controllers capable of electronically turning the system on and off at preset times of the day and week.

Section 3.23 Vehicle Advertising. Vehicle advertising of any type or kind is hereby prohibited unless approved in writing by the Board of Directors. Approvals must be requested in writing. Upon receipt of the written request the board will have 30 days to respond. All requests should include a photograph or other graphic rendering of the requested advertising.

ARTICLE 4
DECLARANT RIGHTS AND RESERVATIONS

Section 4.1 Additional Property; Amendment to be Filed. Declarant reserves the right to dedicate any additional property in the Belmar Development now owned or subsequently acquired by Declarant or its successors or assigns to the Homeowners Association established herein, at Declarant's option. If Declarant chooses to dedicate future property to the Association said dedication shall be controlled by the Amendment to the Declaration of Covenants, Conditions and Restrictions filed for that Addition as stated in that Amendment which will incorporate some but not all of the provisions included herewith.

Any Common Areas designated on the plats of said adjacent properties shall be deeded to the Association and accepted by it, under the terms as stated in the filed Amendment.

Section 4.2 Amendments.

(A) Substantive Rights; Amendment as to Unsold Lots; Waiver. Declarant reserves and retains the right to amend the Use and Property Restrictions described in Article 3 as to any Lot owned by it in any manner it deems necessary or desirable to achieve its development and sales goals. Declarant further reserves the right to revoke or amend these Declarations, and any Amendments hereto, to remove or amend the restrictions set forth herein on any Lot owned by Declarant except, however, any amendment involving ownership or maintenance of any common area must receive the express written approval of the City of Moore. Any amendment made pursuant hereto shall be noticed by an instrument recorded in the County Clerks office. The Declarant shall have the power to grant to any Owner a waiver, variance, or exception of and from any of the provisions of this Declaration.

(B) Clerical or Procedural Rights. Declarant reserves and retains the right to amend any of the provisions contained herein so long as it owns any property in the project to correct or clarify one or more of the provisions contained herein. This right shall automatically expire once Declarant no longer owns any property in the project.

(C) Special Amendments by Declarant. Declarant hereby reserves and is granted the right and power to record a Special Amendment to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to make, execute, and record special amendments. No special amendment made by Declarant shall affect or impair the lien of any first mortgage upon a Lot or any warranties made by an Owner or first mortgagee in order to induce any of the above agencies or entities

to make, purchase, insure, or guarantee the first mortgage on such Owner's Lot.

Section 4.3 Declarant Business Office; Models. Declarant and any Builder active in the Belmar Development may maintain a business and sales office, models, and other sales facilities necessary or required until all of the Lots are sold.

Section 4.4 Signs by Declarant. Notwithstanding anything herein to the contrary Declarant, and any Builder active in the Addition, reserves the right to erect such signs as it deems necessary for the sale and marketing of the property and Lots described herein.

Section 4.5 Declarant Easement. Declarant has an easement as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Declarant's rights reserved herein.

Section 4.6 Transfer of reserved rights. After Declarant has sold all Lots owned by him any and all rights reserved herein shall be transferred to and become vested in the Homeowners Association, with the exception of (i) those rights granted or reserved to the Builders in the Addition so long as said Builders still own Lots or homes for sale in the Addition and (ii) the right of architectural approval reserved to Declarant as stated in **Section 1.7(F)** hereinabove.

Section 4.7 Special Lien Rights of Developer with regard to erosion problems. Any buyer of an undeveloped Lot recognizes that erosion is a special problem of significant concern to the responsible governmental entities and that Declarant may be held liable to those governing entities if the buyer does not provide adequate protections against erosion of the soil into the street, drainageways and sewer system. Therefore, Declarant retains the right to remedy any erosion problems emanating from a Lot. All costs incurred by Declarant in resolving an erosion problem are the liability and responsibility of the Lot Owner. In normal circumstances Declarant will give notice to the Lot Owner which notice will allow a reasonable time for Lot Owner to remediate the problem. However, in an emergency situation no notice is necessary and Declarant may take any steps necessary to remedy the erosion problem. In that case the Lot Owner is liable and responsible for all costs reasonably incurred by Declarant and Declarant has the right to file a lien on Lot Owners property to secure payment therefore.

ARTICLE 5
MISCELLANEOUS

Section 5.1 Severance. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provisions, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

Section 5.2 Failure to Enforce Not Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

Section 5.3 Captions. The captions herein are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope of this Declaration or exhibits nor the intent of any provisions hereof.

Section 5.4 Gender. Whenever the context so requires, the use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender and the use of the singular shall be deemed to refer to the plural, and vice versa.

Section 5.5 Covenants to Run With the Land. The covenants, conditions and restrictions of this Declaration shall run with and bind the project and shall inure to the benefit of and be enforceable by the Declarant or any Owner, their respective legal representatives, heirs, successors and assigns.

Section 5.6 Enforcement at Law or In Equity; Notice to Mortgagee of Uncured Default. Any Owner or Declarant, so long as Declarant has a record interest in the covered property, shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation. Failure to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5.7 Attorneys Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, including collections of annual dues, the party prevailing in such action shall be entitled to recover from the other party thereto, as part of the judgment, reasonable attorney's fees and costs of such suit.

Section 5.8 City of Moore a Beneficiary. In order that the public interest may be protected, the City of Moore shall be a beneficiary of any of the covenants herein pertaining to location of uses and access. City of Moore may enforce compliance therewith.

IN WITNESS WHEREOF, the undersigned, being the owner of all the lots and blocks in the Estates of Belmar Section II Addition have executed these presents the 25th day of September, 2012.

Owner of all Lots and Blocks in the Estates of Belmar Section II except as specifically described hereinbelow

DECLARANT, BELMAR GOLF, LLC, an Oklahoma Limited Liability Company

By: _____
Hunter Miller, manager

STATE OF OKLAHOMA)
) ss.
COUNTY OF CLEVELAND)

The foregoing instrument was acknowledged before me this 25th day of September, 2012, by Hunter Miller, Manager of Belmar Golf, LLC, on behalf of the company.

_____
NOTARY PUBLIC

My Commission Expires:

01/31/2014
SEAL

NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA
OFFICIAL SEAL
CRAIG D. BODENHAMER
Commission # 02001844
Expires January 31, 2014

Owner of Lot One (1), Block One (1), Estates of Belmar Section II Addition

DREAM WALKIN' HOMES, LLC, an Oklahoma Limited Liability Company

By: _____
Tricia Covel, manager

STATE OF OKLAHOMA)
) ss.
COUNTY OF CLEVELAND)

The foregoing instrument was acknowledged before me this 25th day of September, 2012, by Tricia Covel, Manager of Dream Walkin' Homes, LLC, on behalf of the company.

NOTARY PUBLIC

My Commission Expires:

01/31/2014
SEAL

NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA
OFFICIAL SEAL
CRAIG D. BODENHAMER
Commission # 02001844
Expires January 31, 2014

EXHIBIT "A"
LEGAL DESCRIPTION
ESTATES OF BELMAR SECTION II