

## Declaration of Covenants, Conditions & Restrictions for Belmar North

### Index of Original Declaration and Related Amendments

Document	Page #	Date/Filing	County Doc Number	Description
Declaration of Covenants, Conditions & Restrictions for Belmar North Section I and Establishment of the Belmar Master Association, Inc.	1	5/11/2010	R 2010 14812	Original CCRs
Amendment to the Declaration of CCRs for Belmar North Section I	22	8/25/2010	R 2010 27899	Adds the requirement that all fences abutting the golf course be wrought iron and a max height
Second Amendment to the Declaration of CCRs for Belmar North Section I	25	5/13/2011	R 2011 15162	Revision to Exhibit C: (14) Vehicle Parking Storage (20) Household Pets (21) Basketball Goals (24) Landscape Lighting (25) Lawn Mowing (26) Vehicle Advertising
Third Amendment to the Declarations of CCRs of Belmar North Section I	28	10/11/2012	R 2012 39787	Renamed the HOA to the Belmar North HOA, Inc.
Declaration of Conditions, Covenants and Restrictions for Belmar North Section II	31	9/29/2014	R 2014 34770	Adopted original Declarations and subsequent amendments for the Belmar North Section II

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FA ③  
55.00% FOR THE BELMAR NORTH SECTION I ADDITION TO THE  
CITY OF MOORE, CLEVELAND COUNTY, OKLAHOMA  
AND  
ESTABLISHMENT OF THE BELMAR MASTER ASSOCIATION, INC.,  
a non-profit corporation,  
AS THE MANDATORY HOMEOWNERS ASSOCIATION  
FOR THE BELMAR DEVELOPMENT

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*22/55*

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE BELMAR NORTH SECTION I ADDITION TO THE  
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KNOW ALL MEN BY THESE PRESENTS

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WHEREAS, Belmar Golf, LLC, an Oklahoma Limited Liability Company, hereafter referred to as the "Declarant" is the owner 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 Belmar North Section I, which plat was filed on April 27, 2010 and recorded at Plat Book 22, Page 104, at the office of the County Clerk of Cleveland County, Oklahoma, and

WHEREAS, Declarant is also the owner of other tracts of land near the Subject Property, more fully described herein on **Exhibit "B"** attached hereto ("Additional Property"), which Additional Property may be platted as single family neighborhoods which Lots and Blocks, if developed, will be subject to some of the terms and conditions stated herein; 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.

DECLARANT does hereby further state and declare that said Subject Property is hereby subjected to the additional conditions, covenants, and restrictions stated herein on **Exhibit "C"** which Use and Property Restrictions apply to said Subject Property and all Owners thereof as if fully incorporated herein.

### **PART A** **PROVISIONS IN COMMON FOR ALL ADDITIONS**

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 are included in the Belmar Master Association by Declarant.

"Association" or "Master Association" means **THE BELMAR MASTER ASSOCIATION, 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 all of the owners of the Lots.

"Belmar Development" means the Subject Property and the Additional Property described on **Exhibits "A" and "B"**.

"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 Additions in the Belmar Development as Common Areas or designated by the Declarant or Association as a Common Area, and specifically includes those strips of land lying along the section line roads.

"Declarant" shall mean and refer to Belmar Golf, LLC, an Oklahoma Limited Liability Company, its respective successors and assigns.

"Estates of Belmar Addition" refers to the existing 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.

"Joint Maintenance Expenses" are those expenses paid or incurred to maintain the Common Areas which are designated by the Board as expenses for which contribution is owed by the Estates of Belmar Addition or its owners residing in said Addition.

"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 a 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.

"Separate Maintenance Dues" are those dues specifically attributable to any Addition that provides maintenance services for private structures, a master insurance policy, mowing and landscaping services on private property or any other service or amenity that directly benefits the owners of that property.

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 scrivener's 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 PART B.

**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 Belmar Development 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, through 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.

## **PART B BELMAR MASTER ASSOCIATION, INC.**

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.

**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 be 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. There shall be no turnover calculation until the last real property planned in or for the Belmar Development 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 **\$200.00** 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) Separate Maintenance Dues; Separation of Funds If an Addition is platted and made a part of the Association that provides repair, replacement and maintenance services for residential and private structures then the dues ("Separate Maintenance Dues") assessed for the purpose of maintaining those structures and/or providing supporting services such as, but not limited to, a master insurance policy, mowing and landscaping services, etc, shall be paid by those owners receiving those services. Separate Maintenance Dues shall be kept in a separate bank account with separate accounting and reserve requirements. Further details and specifics of those Separate Maintenance Dues shall be stated in any amendment to this document where that Addition is incorporated into the Belmar Development and Belmar Master Association.

(E) 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.

(F) 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 materialmen's 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.

(G) 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.

(H) 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.

(I) 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 or 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 S. 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 Operation of Gate during Construction Period** Belmar Development is a privately gated community, however, the gate will not be made operable until the earlier of (i) the Association has been turned over to a homeowner elected Board of Directors or (ii) earlier at the option of the Declarant if circumstances allow. Normally activation of the gate will occur within sixty (60) days after the election of the first homeowner controlled Board of Directors. However, in no event shall the Association close the gates during normal business hours, including weekends, so long as the Declarant or any Builder has homes for sale in the Addition.

**Section 2.14 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 S. Fretz Drive, Edmond, OK 73003. This person/entity may be changed as provided in the Bylaws.

**Section 2.15 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 2.16 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 2.16** 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.

## **PART C**

### **PROVISIONS REGARDING PARTICIPATION OF EXISTING NEIGHBORHOOD**

**Section 3.1 Reservation of Right and Appointment of Declarant with regards to the Estates of Belmar Addition.** Declarant, for itself, the Master Association and owners of Lots within the Belmar Development is hereby authorized, appointed and empowered to pursue an agreement with the Estates of Belmar Addition for the purpose of joint maintenance of the Common Areas and private roadways within the Belmar Development. Transfer of a Lot to an Owner shall not affect this appointment or reservations of right and authority.

**Section 3.2 Appointment of Declarant as Agent.** Declarant is hereby appointed agent for collection of Joint Maintenance Expenses from the Estates of Belmar Addition under the terms and conditions deemed appropriate by Declarant in its sole determination including the filing of appropriate litigation, if necessary to collect contribution by the Association and its homeowners for joint maintenance expenses

**Section 3.3 Amendment to Incorporate Agreement.** Declarant is hereby authorized to amend, revoke, modify or change this Declaration in any manner to comply with the provisions of an Agreement entered into by Declarant for itself and the Association with the Estates of Belmar Association. The right shall automatically terminate once control of the Board of Directors is turned over to the homeowners as described in Part B of this Declaration.

**Section 3.4 Merger of the Two Associations.** The authority reserved to Declaration in this **Part C** shall include adoption of a process whereby the Master Association and Estates of Belmar Owners Association merge so long as Master Association is surviving entity and owners of Estates of Belmar must may proportionate share of all common expenses.

## **PART D 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 Master 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 Master 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 attached hereto as **Exhibit "C"** 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.

## PART E 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

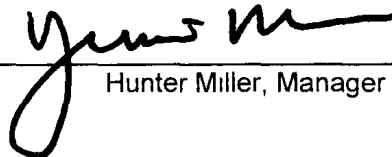
Section 5.7 Attorneys Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, including collections of annual dues, the party prevailing in such action shall be entitled to recover from the other party thereto, as part of the judgment, reasonable attorney's 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 Belmar North Section I Addition and the unplatted land in the Belmar Development have executed these presents the 6<sup>th</sup> day of May, 2010

Belmar Golf, LLC, an Oklahoma Limited Liability Company

By.

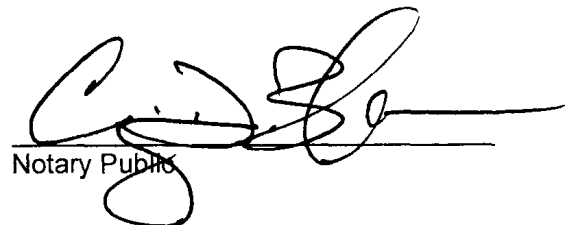
  
Hunter Miller, Manager

STATE OF OKLAHOMA     )  
  )  
COUNTY OF CLEVELAND    )     SS

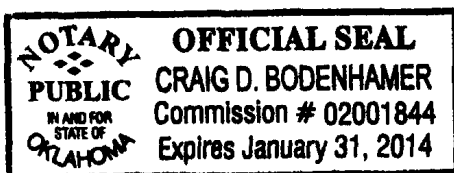
This instrument was acknowledged before me on May 6, 2010, by Hunter Miller, Manager of Belmar Golf, LLC, an Oklahoma Limited Liability Company, on behalf of the company

My Commission expires

01/31/2014

  
Notary Public

SEAL



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**BELMAR NORTH SECTION I**

**A part of the Northeast Quarter (NE/4) of Section Thirty-two (32), Township Ten (10) North, Range Two (2) West of the Indian Meridian, City of Moore, Cleveland County, Oklahoma, more particularly described as follows:**

**BASIS OF BEARING: South 00°13'29" East, also being the east line of said NE/4**

**COMMENCING at the northeast corner of the Northeast Quarter of said Section 32 thence South 00°13'29" East along the east line of said NE/4 a distance of 1441.12 feet; thence South 89°46'31" West a distance of 50.00 feet to the Point of Beginning; Thence from said POINT OF BEGINNING South 00°13'29" East and parallel with the east line of said NE/4 a distance of 958.46 feet; Thence South 13°48'41" West a distance of 103.08 feet; Thence South 00°13'29" East a distance of 146.59 feet; Thence South 89°39'28" West a distance of 1055.85 feet; Thence North 01°34'51" West a distance of 611.36 feet; Thence North 88°25'09" East a distance of 175.00 feet; Thence North 89°39'28" East a distance of 671.02 feet; Thence North 00°20'32" West a distance of 620.00 feet; Thence North 89°39'28" East a distance of 125.62 feet; Thence South 00°13'29" East a distance of 30.00 feet; Thence North 89°39'28" East a distance of 125.00 feet to the Point of Beginning. Said area containing 18.7143 acres more or less.**

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**  
**BELMAR DEVELOPMENT**

All land contained within the deed dated June 2, 2004 and filed on June 4, 2004 at Book 3837, page 79, records of the County Clerks office of Cleveland County, to-wit:

A tract of land being a part of the Southeast Quarter (SE/4) and a part of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Thirty-two (32), Township Ten (10) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma. Said tract of land being more particularly described as follows:

**COMMENCING** at the Northeast Corner (NE/C) of said Southeast Quarter (SE/4);

Thence South 89°39'28" West along the North line of said Southeast Quarter (SE/4), a distance of 435.60 feet to the POINT OF BEGINNING;

Thence South 00°10'25" East and parallel to the East line of said Southeast Quarter (SE/4), a distance of 200.00 feet;

Thence North 89°39'28" East and parallel to the North line of said Southeast Quarter (SE/4), a distance of 368.72 feet to a point on the West right-of-way line of State Highway 77H;

Thence South 14°10'51" East along said West right-of-way line, a distance of 54.92 feet;

Thence South 00°08'41" East along said West right-of-way line, a distance of 1941.49 feet;

Thence South 89°50'42" West, a distance of 337.44 feet;

Thence South 00°10'25" East and parallel to the East line of said Southeast Quarter (SE/4), a distance of 444.81 feet to a point on the South line of said Southeast Quarter (SE/4), said point being 392.00 feet West of the Southeast Corner (SE/C) of said Southeast Quarter (SE/4);

Thence South 89°47'59" West along the South line of said Southeast Quarter (SE/4), a distance of 2249.10 feet to the Southwest Corner (SW/C) of said Southeast Quarter (SE/4);

Thence South 89°47'05" West along the South line of the Southeast Quarter (SE/4) of said Southwest Quarter (SW/4), a distance of 1312.08 feet to the Southwest Corner (SW/C) of the Southeast Quarter (SE/4) of said Southwest Quarter (SW/4);

Thence North 00°19'28" West along the West line of the Southeast Quarter (SE/4) of said Southwest Quarter (SW/4), a distance of 1315.01 feet to the Northwest Corner (NW/C) of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4);

Thence North 89°43'16" East along the North line of the Southeast Quarter (SE/4) of said Southwest Quarter (SW/4), a distance of 1313.93 feet to the Northeast Corner (NE/C) of the Southeast Quarter (SE/4) of said Southwest Quarter (SW/4);

Thence North 00°14'37" West along the West line of said Southeast Quarter (SE/4), a distance of 1316.47 feet to the Northwest Corner (NW/C) of said Southeast Quarter (SE/4);

Thence North 89°39'28" East along the North line of said Southeast Quarter (SE/4), a distance of 2208.73 feet to the POINT OF BEGINNING;

AND

Lot Sixteen (16), in Block One (1) of THE ESTATES OF BELMAR, an Addition to Cleveland County, Oklahoma, according to the recorded plat thereof.

AND

All of the Lots and Blocks in the Platted Belmar Addition (Exhibit B attached hereto) more particularly described as The Estates of Belmar Addition to Cleveland County, Oklahoma, said Plat being recorded on June 11, 2003 at Book 19, page 166, records of the County Clerks office for Cleveland County.

NOTE:

Contained in the above metes and bounds legal description are those Lots and Blocks subsequently platted as Belmar III a replat of Belmar II, which Plat was recorded on March 29, 2005 at Book 20, page 128, records of the County Clerks office for Cleveland County.

**EXHIBIT "C"**  
**USE AND PROPERTY RESTRICTIONS**  
**BELMAR NORTH SECTION I ADDITION**

All of the following Restrictions apply to the Lots and Owners thereof in the Belmar North Section I Addition only. Future Amendments to these Declarations will contain separate Exhibits for the Lots and Block in those Additions which may or may not be similar to the Use and Property Restrictions contained hereinbelow.

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.

2. Minimum Square Footage. Unless otherwise stated herein, no residence shall contain less than One Thousand Fourteen Hundred (1,400) square feet of living area (heated and cooled space). The first floor of any two story residence must contain a minimum of One Thousand (1,000) square feet of living area.

3. Exterior Requirements; Foundations. 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. Chimney materials must be brick, stone or stucco to the top of the first floor plate except where the chimney is on the interior or contained within a covered porch or patio, in which case it may be of other appropriate material. Foundations must be of footing and stem construction with no exposed stem walls. No pier and grade construction is allowed.

4. Storage and Other Detached Structures. DETACHED STORAGE BUILDINGS OR OTHER STRUCTURES ARE NOT ALLOWED UNLESS THE BUILDING OR STRUCTURE CONFORMS TO THE REQUIREMENTS OF THIS PARAGRAPH

(A) Detached storage buildings are permitted so long as the structure conforms to the exterior requirements contained in Section 4 above and the roofing requirements contained in Section 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.

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.

6. Roofs. Roofs shall be a twenty-five (25) 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.

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.

8. Fences. 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.

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.

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.

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

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.

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.

14. Vehicle Parking and Storage. No boats, trailers, trucks, campers, recreational vehicles, motor homes or large 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 on the street or Lot, other than a concrete driveway, is permitted.

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.

16. 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.

17. 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

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

19. 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.

20. 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 bull 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.

21. 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.

22. 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.

23. 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.

Doc#:R 2010 27899

Bk&amp;Pg:RB 4778 1175-1176

Filed:08-25-2010

JRE

11:02:02 AM

RT

Cleveland County, OK

15-30  
I

**AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
BELMAR NORTH SECTION I, AN ADDITION TO  
THE CITY OF MOORE, CLEVELAND COUNTY, OKLAHOMA**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Belmar Golf, LLC, an Oklahoma Limited Liability Company, was the "Original Declarant" of the property described hereinbelow, to-wit:

All of the Lots and Blocks of BELMAR NORTH SECTION I, an Addition to the City of Moore, Cleveland County, Oklahoma, according to the plat recorded on April 27, 2010 at Book 22, Page 104, records of the County Clerks office for Cleveland County, Oklahoma; and

(all of the above Lots/Blocks being hereafter referred to as the "Subject Property"); and

WHEREAS, the above described Original Declarant submitted the Subject Property and the improvements to be constructed thereon to Oklahoma's Real Estate Development Act (Title 60 O.S. 1971, §§851, as amended) by filing the Declarations of Covenants, Conditions and Restrictions on May 11, 2010, at Book 4743, page 154, (the "Original Declarations"), records of the County Clerks office for Cleveland County, Oklahoma; and

WHEREAS, the Original Declarant, pursuant to the reservation of rights in Section 1.5 and elsewhere desires to amend said Original Declarations as hereinafter set forth.

NOW, THEREFORE, the Original Declarant does hereby amend and modify the Original Declarations pursuant to the right and authority granted to the Declarant as stated hereinabove as follows: to-wit:

EDITING NOTE – Language in the original document that is stricken with this Amendment is shown with a strikeout. Example – ~~strikeout~~. Language that is added to the original document is shown in italics with an underline. Example – underline.

Exhibit "C", Paragraph 8 is hereby modified as follows:

8. Fences. *Except as stated herein a*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.

*All Fences abutting the golf course must be wrought iron and may not exceed five (5') feet in height. Wood fences that adjoin a five (5') wrought iron fence must be stepped down to five (5') by the time the two fences meet. Affected Lots in the Subject Property include the following:*

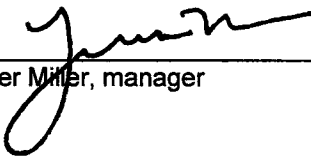
*Block 2: Lots Nine (9) through Seventeen (17).*

*However, five (5') foot wrought iron fencing is required along any lot line where more than one-half of the fence line abuts the golf course.*

IN WITNESS WHEREOF, the undersigned Original Declarant has executed these presents the day and year shown above.

Return to : Belmar Golf, LLC  
2221 W. Lindsey #201, Norman, OK. 73069

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

By:   
Hunter Miller, manager

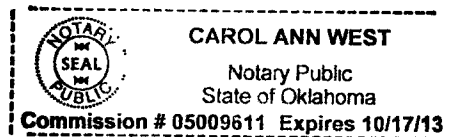
STATE OF OKLAHOMA       )  
  ) ss.  
COUNTY OF CLEVELAND    )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of August,  
2010, by Hunter Miller, Manager of Belmar Golf, LLC, on behalf of the company.

  
NOTARY PUBLIC

My Commission Expires: 10-17-2013

\_\_\_\_\_  
SEAL



Doc# R 2011 15162  
 Bk&Pg RB 4868 109-111  
 Filed 05-13-2011 DKM  
 01 48 49 PM RT  
 Cleveland County, OK

**SECOND  
 AMENDMENT TO THE DECLARATION OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS OF  
 BELMAR NORTH SECTION I, AN ADDITION TO  
 THE CITY OF MOORE, CLEVELAND COUNTY, OKLAHOMA**

5/17

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, Belmar Golf, LLC, an Oklahoma Limited Liability Company, was the "Original Declarant" of the property described hereinbelow, to-wit

All of the Lots and Blocks of BELMAR NORTH SECTION I, an Addition to the City of Moore, Cleveland County, Oklahoma, according to the plat recorded on April 27, 2010 at Book 22, Page 104, records of the County Clerks office for Cleveland County, Oklahoma, and

(all of the above Lots/Blocks being hereafter referred to as the "Subject Property"), and

WHEREAS, the above described Original Declarant submitted the Subject Property and the improvements to be constructed thereon to Oklahoma's Real Estate Development Act (Title 60 O S 1971, §§851, as amended) by filing the Declarations of Covenants, Conditions and Restrictions on May 11, 2010, at Book 4743, page 154, (the "Original Declarations"), records of the County Clerks office for Cleveland County, Oklahoma, and

WHEREAS, the Original Declarant, pursuant to the reservation of rights in Section 15 and elsewhere desires to amend said Original Declarations as hereinafter set forth

NOW, THEREFORE, the Original Declarant does hereby amend and modify the Original Declarations pursuant to the right and authority granted to the Declarant (and as owner of more than 80% of the Lots in the Subject Property) as stated hereinabove as follows to-wit

EDITING NOTE – Except where a section or paragraph is replaced in its entirety language in the original document that is stricken with this Amendment is shown with a strikeout Example – ~~strikeout~~ Language that is added to the original document is shown in italics with an underline Example – underline

**Exhibit "C", Paragraph 14 of the Original Declarations is hereby stricken in its entirety and replaced by the following new paragraph 14:**

**14 Vehicle Parking and Storage**

A 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

B No overnight parking of any vehicle (whether owner, owner's family or guest) on the street or a Lot, other than a concrete driveway, is permitted

**Exhibit "C", Paragraph 20 of the Original Declarations is hereby modified as follows:**

20 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

Page 25

RETURN TO ➔ BELMAR GOLF, LLC, P.O. Box 5156, NORMAN, OK, 73070

conditions No savage or dangerous animal shall be kept Pit Bull Terriers or any mix containing at least one-half pit bull 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

**Exhibit "C", Paragraph 21 of the Original Declarations is hereby modified as follows:**

21 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

**There is hereby added a new paragraph to Exhibit "C" (Paragraph 24) of the Original Declarations as follows:**

24 Landscape 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

**There is hereby added a new paragraph to Exhibit "C" (Paragraph 25) of the Original Declarations as follows:**

25 Lawn mowing Lawns shall be mowed each week by the homeowner during growing season and should be done very tastefully 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 Lawn mowing is not permitted prior to 9 00 AM or after 8 00 PM week days, weekend mowing is permitted but not before 9 AM or after 5 00 PM

**There is hereby added a new paragraph to Exhibit "C" (Paragraph 26) of the Original Declarations as follows:**

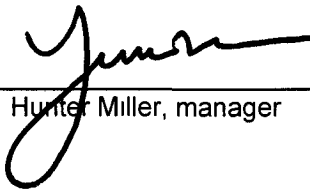
26 Vehicle Advertising Vehicle advertising of any type or kind is hereby prohibited unless approved in writing by the Board of Directors Approvals must be requested in writing Upon receipt of the written request the board will have 30 days to respond All requests should include a photograph or other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

IN WITNESS WHEREOF, the undersigned Original Declarant has executed these presents the day and year shown above

IN WITNESS WHEREOF, the undersigned Original Declarant has executed these presents the day and year shown above

ORIGINAL 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 13th day of MAY,  
2011, by Hunter Miller, Manager of Belmar Golf, LLC, on behalf of the company

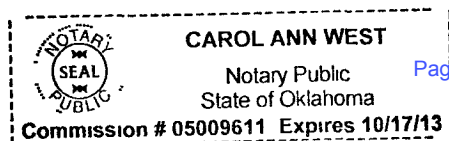


NOTARY PUBLIC

My Commission Expires

10-17-13

SEAL



Doc#.R 2012 39787  
 Bk&Pg RB 5066 906-909  
 Filed 10-11-2012  
 03.15 30 PM  
 Cleveland County, OK

JRB  
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THIRD

AMENDMENT TO THE DECLARATION OF COVENANTS  
 CONDITIONS AND RESTRICTIONS OF  
 BELMAR NORTH SECTION I, AN ADDITION TO  
 THE CITY OF MOORE, CLEVELAND COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, Belmar Golf, LLC, an Oklahoma Limited Liability Company, was the "Original Declarant" of the property described hereinbelow, to-wit

All of the Lots and Blocks of BELMAR NORTH SECTION I, an Addition to the City of Moore, Cleveland County, Oklahoma, according to the plat recorded on April 27, 2010 at Book 22, Page 104, records of the County Clerks office for Cleveland County, Oklahoma, and

(all of the above Lots/Blocks being hereafter referred to as the "Subject Property"), and

WHEREAS, the above described Original Declarant submitted the Subject Property and the improvements to be constructed thereon to Oklahoma's Real Estate Development Act (Title 60 O S 1971, §§851, as amended) by filing the Declarations of Covenants, Conditions and Restrictions on May 11, 2010, at Book 4743, page 154, (the "**Original Declarations**"), records of the County Clerks office for Cleveland County, Oklahoma, which Original Declarations have been amended as follows

Amendment to the Declaration of Covenants, Conditions and Restrictions for Belmar North Section 1 filed on 8-25-2010, at Book 4778, page 1175, (the "**First Amendment**"), records of the County Clerks office for Cleveland County, Oklahoma, and

Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Belmar North Section 1 filed on 5-13-2011, at Book 4868, page 109, (the "**Second Amendment**"), records of the County Clerks office for Cleveland County, Oklahoma

WHEREAS, the Original Declarant, pursuant to the reservation of rights in Section 15 and elsewhere desires to amend said Original Declarations, First Amendment and Second Amendment (hereinafter sometimes referred to as "the Documents") as hereinafter set forth

NOW, THEREFORE, the Original Declarant as owner of more than 80% of the Lots in the Subject Property does hereby amend and modify the Documents pursuant to the right and authority granted to the Declarant as stated hereinabove as follows to-wit

PREAMBLE

This Third Amendment is filed for the purpose of deleting all references to the Belmar Master Association wherein all Phases in the Belmar Development would belong to the same Association By (i) this Amendment, (ii) the Revocation of the existing Declarations for the Estates of Belmar II Addition (and refilling of new Declarations) and (iii) the filing of Declarations for the Belmar East Townhomes Addition (as described on the plat filed on August 11, 2011 at Book 22, Page 192), there shall be created three (3) separate mandatory homeowners associations as follows

Addition

New name of mandatory homeowners association

Page 28

Belmar North Section 1 Addition

Belmar North HOA, Inc (by renaming the Belmar Master Association)

---

Estates of Belmar II Addition	Belmar Estates II HOA, Inc (by filing new Articles of Incorporation)
Belmar East Townhomes	Belmar East Townhomes HOA, Inc (by filing new Articles of Incorporation after the Declaration of Covenants, Conditions and Restrictions for said Phase are filed)

Declarant has or will file the necessary documents with the Oklahoma Secretary of State to rename the Belmar Master Association, Inc to Belmar North HOA, Inc Actual names may vary depending on requirements of the Secretary of State and the Declarations for Belmar East Townhomes are finalized and filed

## **PART A PROVISIONS IN COMMON FOR ALL ADDITIONS**

There are no changes to the Original Declarations Sections 1 1 through 1 8 in Part A – Provisions in Common for All Additions, except as specifically stated hereinabove and except as necessary to delete or conform any references in said Sections to remove or amend provisions applicable to the Belmar Master Association and conform said references to the Belmar North HOA, Inc , the renamed mandatory homeowners association for Belmar North Section 1 Addition

**AMENDMENT NO. 1:** All references to Belmar Master Association wherever found in any Document are hereby changed to refer to the Belmar North HOA, Inc which shall serve as the mandatory homeowners association for Belmar North Section 1 ONLY (except and unless new sections to Belmar North are added by Declarant) The Estates of Belmar II, the planned Belmar East Townhomes and all other platted additions within the Belmar Development as originally defined in the Documents will have separate mandatory homeowners associations as set forth in those documents

## **PART B BELMAR MASTER ASSOCIATION, INC.**

There are no changes to the Original Declarations Sections 2 1 through 2 16 in Part B – Belmar Master Association, Inc , except as specifically stated herein and except as necessary to delete or conform any references in said Sections to remove or amend provisions applicable to the Belmar Master Association and conform said references to the Belmar North HOA, Inc , the renamed mandatory homeowners association for Belmar North Section 1 Addition

**AMENDMENT NO. 2:** Section 2 6 (D) is deleted in its entirety as no longer necessary

## **PART C PROVISIONS REGARDING PARTICIPATION OF EXISTING NEIGHBORHOOD**

**AMENDMENT NO. 3:** Sections 3 1 through 3 4 of the Original Declarations are hereby deleted in their entirety and replaced by the following Section 3 1

Section 3 1 Relationship with other Associations Declarant does hereby reserve the right, power and authority to (i) negotiate on behalf of the Belmar North HOA, Inc any agreement necessary to provide for any joint maintenance of common areas with other Associations within the Belmar Development, if necessary, (ii) to make any agreement or contract with other Associations that may include merger of one or more Associations within the Belmar Development, and (iii) any other agreement necessary to provide for the joint management and development of lands within the Belmar Development

**PART D  
DECLARANT RIGHTS AND RESERVATIONS**

No Amendments necessary except as stated hereinabove regarding references to the Master Association

**PART E  
MISCELLANEOUS**

No Amendments necessary except as stated hereinabove regarding references to the Master Association

**EXHIBIT "A"  
LEGAL DESCRIPTION  
BELMAR NORTH SECTION 1**

No Amendments necessary as the legal description for Belmar North Section 1 has not changed

**EXHIBIT "B"  
LEGAL DESCRIPTION  
BELMAR DEVELOPMENT**

No Amendments necessary as the legal description for tracts of land in the Belmar Development has not changed

**EXHIBIT "C"  
USES AND RESTRICTIONS  
BELMAR NORTH SECTION 1**

No Amendments necessary except as stated hereinabove regarding references to the Master Association

**AMENDMENT TO THE ORIGINAL DECLARATIONS  
BELMAR NORTH SECTION 1**

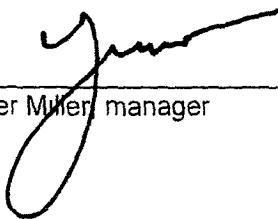
No Amendments necessary except as stated hereinabove regarding references to the Master Association

**SECOND AMENDMENT TO THE ORIGINAL DECLARATIONS  
BELMAR NORTH SECTION 1**

No Amendments necessary except as stated hereinabove regarding references to the Master Association

IN WITNESS WHEREOF, the undersigned Original Declarant has executed these presents the day and year shown above

ORIGINAL 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 10 day of October,  
2012, by Hunter Miller, Manager of Belmar Golf, LLC, on behalf of the company

  
NOTARY PUBLIC



Return To

Robert G. Shoemaker, OBA #8197  
Attorney at Law  
1322 Fretz Drive  
Edmond, OK 73003

17.30  
I

Doc#:R 2014 34770  
Bk&Pg:RB 5341 1482-1484  
Filed:09-29-2014 JRB  
10:29:46 AM RT  
Cleveland County, OK

**DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS  
FOR BELMAR NORTH SECTION II ADDITION TO THE CITY OF  
NORMAN, CLEVELAND COUNTY, OKLAHOMA**

This Declaration is made this 29<sup>th</sup> day of SEPTEMBER, 2014, by Belmar Golf, LLC, an Oklahoma Limited Liability Company, owner of the land and improvements ("Subject Property") described herein on Exhibit "A" which is attached hereto and incorporated herein

**RECITALS**

WHEREAS, Belmar Golf, LLC, hereafter referred to as the "Declarant", is the owner of the Subject Property located in Cleveland County, Oklahoma and described herein on the attached "Exhibit A", and

WHEREAS, the Subject Property has been platted into Lots for separate ownership, subject to these Declarations, which plat has been filed for record on the 10th day of September, 2014, in the County Clerk's office of Cleveland County, Oklahoma, at Plat Book 23, page 191, 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 et seq, as amended), and

WHEREAS, Declarant was also the owner of an adjacent tract of land previously platted into separate Lots as Belmar North Section 1 Addition, said plat being filed of record on April 27, 2010 in Plat Book 22, page 104, County Clerks office for Cleveland County, Oklahoma, and the Declaration of Covenants Conditions and Restrictions for the Belmar North Section 1 Addition being filed by said Declarant on 05-11-2010, at Book 4743, page 154, records of the County Clerks office of Cleveland County, Oklahoma (hereinafter the "ORIGINAL DECLARATIONS"), and

WHEREAS, Three (3) Amendments to the ORIGINAL DECLARATIONS ("AMENDMENTS") have been filed, to-wit

First Amendment to the Declaration of Covenants, Conditions and Restriction of Belmar North Section I filed on August 25, 2010 and recorded at Book 4778, Page 1175, records of the County Clerks office of Cleveland County,

Second Amendment to the Declaration of Covenants, Conditions and Restriction of Belmar North Section I filed on May 13, 2011 and recorded at Book 4868, Page 109, records of the County Clerks office of Cleveland County,

Third Amendment to the Declaration of Covenants, Conditions and Restriction of Belmar North Section I filed on October 11, 2012 and recorded at Book 5066, Page 906, records of the County Clerks office of Cleveland County, and

NOW, THEREFORE, except as specifically stated herein, the Declarant does hereby adopt the terms, conditions and provisions set out and contained in the ORIGINAL DECLARATIONS for the Belmar North Section II Addition, as amended in the AMENDMENTS filed thereto and described hereinabove, as if the terms of those ORIGINAL DECLARATIONS and AMENDMENTS are fully set forth herein and does hereby declare that the Subject Property described on Exhibit "A" hereto and the plat of Belmar North Section II Addition is subject to those ORIGINAL DECLARATIONS and AMENDMENTS, which restrictions, use limitations, obligations, and provisions thereof shall be deemed to run with the land described on Exhibit "A" and shall be for the use and benefit of Declarant, its successors and assigns and to any person or entity acquiring or owning an interest in the Subject Property and improvements, or any portion thereof, its grantees, successors, heirs, personal representatives, devisees and assigns

The adoption of the Declarations described hereinabove shall specifically include and apply to membership in the Belmar North Owners Association, the mandatory homeowners association created to govern the benefits and duties of ownership of a Lot in the Subject Property

The exceptions and modifications to the ORIGINAL DECLARATIONS and AMENDMENTS for the Lots in Belmar North Section II Addition are as follows, to-wit None, the ORIGINAL DECLARATIONS and AMENDMENTS are adopted as filed There are no changes to Original Declarations and Amendments

IN WITNESS WHEREOF, the undersigned, being the Declarant and Owner of all of the Lots in the Belmar North Section II Addition has executed these presents the 29th day of SEPT., 2014


DECLARANT

BELMAR GOLF, LLC, an Oklahoma Limited Liability Company

  
\_\_\_\_\_  
Hunter Miller, Manager

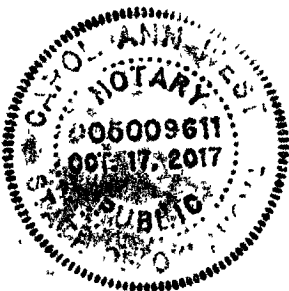
STATE OF OKLAHOMA       )  
  ) ss  
COUNTY OF CLEVELAND    )

The foregoing instrument was acknowledged before me this 29th day of SEPTEMBER, 2014, by Hunter Miller as Manager of Belmar Golf, LLC, an Oklahoma Limited Liability Company, on behalf of the company

  
\_\_\_\_\_  
NOTARY PUBLIC       #05009611

My Commission Expires 10-17-2017

\_\_\_\_\_  
SEAL



**EXHIBIT "A"**  
**BELMAR NORTH SECTION II ADDITION**  
**LEGAL DESCRIPTION**

All of the Lots in Belmar North Section II Addition as described on the Plat of Belmar North Section II Addition recorded on September 10, 2014 at Book 23, page 191, records of the Cleveland County Clerks office, which plat contains the following metes and bounds legal description, to-wit

A strip, piece, or parcel of land lying in the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section 32, Township 10 North, Range 2 West of the Indian Meridian, City of Moore, Cleveland County, Oklahoma Said parcel of land being more particularly described as follows

COMMENCING at the Southeast corner of said NE  $\frac{1}{4}$ ,

THENCE North 00°13'29" West, along the East line of said NE  $\frac{1}{4}$ , a distance of 1205 00 feet

THENCE South 89°39'28" West, a distance of 50 00 feet to the Northeast corner of Lot 1, Block 7 of Belmar North Section 1, an addition to the City of Moore, said point also being the POINT OF BEGINNING,

THENCE South 89°39'28" West, along the North line of said Lot 1 a distance of 125 00 feet to Northwest corner of said Lot 1 said point also being on the East right of way of Vista Drive,

THENCE North 00°13'29" West along said East right of way a distance of 30 00 feet to a point on the North boundary of said addition,

THENCE South 89°39'28" West, along said North boundary line of said addition and the North line of Lot 1, Block 6 of said addition, a distance of 125 62 feet to the Northwest corner of said Lot 1,

THENCE South 00°20'32" East, along the West boundary line of said addition, a distance of 620 00 feet to the Southwest corner of Lot 13, Block 4 of said addition,

THENCE South 89°39'28" West, along the North boundary line of said addition, a distance of 671 02 feet to the Northwest corner of Lot 1, Block 4 of said addition,

THENCE South 88°25'09" West, along the North boundary line of said addition, a distance of 175 00 feet to the Northwest corner of Lot 1, Block 2 of said addition,

THENCE North 01°34'51" West, a distance of 1287 06 feet,

THENCE North 89°27'42" East, a distance of 1125 79 feet to a point on the West right of way of Sooner Road,

THENCE South 00°13'29" East, along the East line of said NE  $\frac{1}{4}$ , a distance of 696 83 feet to the POINT OF BEGINNING

Said tract of land contains 127,6121 08 sq ft or 29 30 acres, more or less

Page 34

Basis of Bearing North 00°13'29" West, being the East line of the NE  $\frac{1}{4}$