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DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR

BELLISSIMO ESTATES

AN ADDITION TO GOLDSBY, MCCLAIN COUNTY, OKLAHOMA

By  Deputy
Return to:

Bellissimo Est
116 W Main St
Norman OK
73069

THESE DECLARATIONS of Covenants, Conditions and Restrictions (the "Declarations") are made this date of filing by Bellissimo Development LLC.

WHEREAS, Declarant is the owner of Bellissimo Estates, which is certain real property located in the Town of Goldsby, McClain County, State of Oklahoma, which is more particularly described on Exhibit A, attached hereto and made a part hereof by this reference (the "Estates").

WHEREAS, Declarant is in the process of dividing the Estates into multiple tracts of land and owners, and as such, the Declarant desires to set forth these Declarations as a means to for maintaining, controlling and preserving the Estates as a residential community with the amenities desirable for residential living.

NOW, THEREFORE, Declarant hereby publishes and declares that the Estates, and all real property contained therein, is hereby subjected to the covenants, conditions and restrictions set forth herein to be established upon the recording hereof; and that these Declarations shall run with such real property and shall be binding on all parties having or acquiring any right, title or interest therein or any part thereof, and shall inure to the benefit of each owner thereof, and such owner's heirs, devisees, personal representatives, trustees, successors and assigns, such covenants and restrictions being hereby imposed upon such real property and every part thereof as a servitude in favor of each and every other part thereof as the dominant tenements.

I. Definitions

- A. The following words, when used in the Declaration (unless the context shall prohibit), shall have the following meanings:
1. "Approval" shall refer to approval by the Architectural Committee as set forth in §VI(H).
 2. "Architectural Committee" shall refer to the Person(s) referenced in §VI(A).
 3. "Assessment" shall refer collectively to the assessments described in §VII.
 4. "Association" shall refer to the Person(s) referenced in §V(A).
 5. "Associational Entity" shall refer to Bellissimo Estates LLC, a not for profit Oklahoma Limited Liability Company.

6. "Board" shall refer to the Board of Managers of the Association as set forth in §V(D).
7. "Common Areas" shall mean the real property owned by the Association for the common use and enjoyment of the Lot Owners and their Family which includes all areas within the Estates which are not Lots, together with the improvements thereon.
8. "Declarant" shall mean Bellissimo Development LLC, an Oklahoma Limited Liability Company, their successors and assigns.
9. "Driveway" shall refer to the short road leading from the Street to a Dwelling or Outbuilding.
10. "Domesticated Pets" shall include and be restricted to dogs, cats, rabbits and birds.
11. "Dwelling" shall mean a building in which is intended to be or is occupied by a human.
12. "Family" shall mean one or more persons each related to the other by blood, marriage, or legal adoption.
13. "Fence" shall mean any barrier enclosing an area of ground or controlling access or escape.
14. "Filed" shall mean delivered to the Association and stored electronically according to the procedures set forth in the Operating Agreement of the Association.
15. "Front Lot Line" shall mean the boundary line of a Lot adjoining the street. For corner Lots, the Front Lot Line shall mean the boundary line of the Lot adjoining the street which supplies the Driveway.
16. "Lot" shall refer to the subdivided plots of land shown upon the Plat which is intended for single-family, residential use.
17. "Lot Owner" shall refer to the Recorded owner(s) as well as any equitable owner(s) of a Lot. This shall exclude any Person who holds a mere leasehold.
18. "Majority Vote of the Association" shall mean that over 50% of the Lots must consent in favor of the measure according to the procedure set forth in §V(F).
19. "Majority Vote of the Board" shall mean that more than 50% of the Persons serving on the Board of Managers must consent in favor of the measure according to the procedure set forth in §V(G).
20. Operating Agreement shall mean the Operating Agreement of the Association referred to in §V(K) along with any modifications and amendments thereto.

21. "Outbuilding" shall mean any structure with a roof or walls, or both, which is not a Dwelling. This includes, but is not limited to shops, sheds, doghouses, cabanas, etc.
22. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.
23. "Plat" shall refer to the Recorded plat of the Estates.
24. "Recorded" shall mean filed with the County Clerk in the county where the Estates are located.
25. "Rules" refers to the rules described in §IV and any amendments, deletions, and additions by the Association under §V(1)(6).
26. "Set-Back" shall mean the area between a Street and the line notated on the Plat as "B/L" (Building Line) for which building is prohibited.
27. "Street" shall mean the roadways within the Estates as depicted on the Plat.
28. "Structure" shall mean any Dwelling, Outbuilding, Driveway, patio, porch and/or mailbox.
29. "Supermajority Vote of the Association" shall mean that at least 75% of the Lots must consent in favor of the measure according to the procedure set forth in §V(F).
30. "Transfer To the Association" shall mean the point in which the title to the Common Area is transferred to the Association, along with all of the duties and powers as set forth in §V(B).

II. Land Use Restrictions

A. General Covenants, Conditions, and Restrictions.

1. **Real Property.** The real property within the Estates is divided into either Lots or Common Areas as set forth in the Plat.
2. **Terms and Amendments.** The covenants and restrictions of this Declaration shall run with the land and bind the Estates for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by a Supermajority Vote of the Association.
3. **Right to Expand.** Declarant may annex adjoining real property to the Estates by Supplementary Declaration. Upon and in the event, in the future, Declarant, its successors and assigns, plats subsequent additions, Declarant shall have the right

and authority, by Supplementary Declaration, to annex such additional real property to the Declaration.

4. **Supplementary Declaration.** The additions authorized under the Declarations shall be made by Recording a Supplementary Declaration of Covenants and Restrictions (herein called "Supplementary Declaration") with respect to any additional property which shall extend these Declaration to such property. The Supplementary Declaration may contain complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the additional property, provided they are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants and restrictions established by this Declaration as to the Estates.

B. Lots.

1. **Residential, Single-Family Use.** Each Lot shall be used as a residential Dwelling by a single Family. Only one building on each Lot may be used as a Dwelling. No other structure (such as a tent, garage, shack, shed, barn, etc.) and no other object (such as a vehicle, R.V., trailer, etc.) may be used as a Dwelling, either temporarily or permanently.
2. **Approval of Architectural Committee.** The following are strictly prohibited on any Lot without the expressed Approval of the Architectural Committee:
 - a. The commencement and/or construction of any Structure.
 - b. Any changes, modifications, or additions to any Structure. Changes include, but are not limited to, changes in paint color, shingle color, hardware, stain color, brick color, etc.
 - c. Changes to grading or drainage on any Lot, including, but not limited to, dirt work, landscaping, or building any retaining wall.
3. **Lot Split.** No lot shall be further divided except as shown in the Plat.
4. **Reserved Easements.**
 - a. **Usage of Easements.** The Association is granted an easement or in order to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained in and on the areas indicated on the Plat as easements, sewer and other pipelines, conduits and any other method of conducting or performing any public utility or quasi-public utility function above or beneath the surface of the ground, with the right of access any time to the same for the purpose of repair and maintenance.

- b. **Set-Back Areas.** The Association is granted an easement on all Set-Back areas for the purpose of maintenance or widening of any Street or to affect drainage.

C. Common Areas.

1. **Title and Control of Common Areas.** The Association is granted title and control to the Common Areas, subject to Recorded easements or shown on the Plat, and the rights of the local sub-governmental entity. No Person, other the Association, shall construct, improve, destroy, or maintain the Common Area.
2. **Rights of Declarant/Association.** The Association is granted the right to convey to any public agency, authority or utility, easements for drainage, utility or public purposes across any part of the Common Area, subject, however, to the rights, in any, of any sub-governmental entity. No Person, other than the Association, shall convey any Common Area.
3. **Easement of Quiet Enjoyment.** Every Lot Owner and their Family shall have an easement of quiet enjoyment in and to the Common Area. This right shall be inferior to the Association's Powers set forth in §5.4, and any other easement or right of way granted herein.

III. Building Restrictions

- A. **New Construction.** All Structures shall be of new construction and built upon the Lot in conformance with the most current version of the International Building Code. No Structure (new or used) may be moved, either permanently or temporarily, from another area onto a Lot.
- B. **Set-Back.** No Structure shall be placed within any Set-Back shown on the Plat. If no Set-Back is shown on the Plat, then no Dwelling or Outbuilding shall be placed (a) within twenty-five (25) feet of any street, (b) within fifty (50) feet of the back property line (which is the Lot line opposite of any street), and (c) within twenty-five (25) feet from any side Lot line. Generally, the Dwelling fronting on a street shall be sited or set back uniform distances from the street, unless the Architectural Committee, on a case by case basis, shall have determined that the Lot will not readily accommodate uniform set back distances.
- C. **Construction of Dwelling.**
 1. **Direction of Dwelling.** All Dwellings shall face the Front Lot Line. In the case of corner Lots, the Dwelling may face either street adjoining the Lot.
 2. **Minimum Square Footage.** The minimum square footage area requirements for any Dwelling shall be two thousand, three hundred (2,300) square feet. For any two story Dwelling, the ground level shall be a minimum of one thousand, six hundred

(1,600) square feet. This minimum figure is for heated and cooled living space, and is exclusive of garages, covered porches and breezeways.

3. **Minimum Width of Dwelling.** Dwellings shall have a minimum width facing the Front Lot Line of fifty-five (55) feet.
 4. **Exterior.** The principal exterior of any Dwelling shall be at least seventy percent (75%) brick, stone or masonry, and the other thirty percent (25%) balance of the exterior may be a frame, wood shingles or other material which will blend together with the brick or masonry. All chimneys shall be of brick or masonry construction. No exposed frame or steel flue chimneys shall be allowed.
 5. **Roof.** The roof of Dwellings shall be constructed of fiberglass laminate, architectural-style composition shingles. Shingles shall be the equivalent color to GAF Timberline Barkwood or Weathered Wood. Dwellings shall have a roof pitch ratio of not less than ten (10) vertical units to twelve (12) horizontal units. All vent pipes are to be kept at a minimum height and are to be of such material or be painted so as to blend with the roof.
 6. **Garages.** Garages shall be attached to the Dwelling and shall have a minimum space for not less than three (3) automobiles. No garage shall ever be converted into a room or living area. Garages shall be used for the storage of vehicles. Open carports are strictly prohibited.
 7. **Foundation.** The Foundation for Dwellings shall be a concrete slab.
- D. **Outbuildings.** The principal exterior of any Outbuilding, except for the roof, shall be at least 33% percent brick, stone or masonry, and the other 67% balance of the exterior may be metal, wood or other material which will blend together with the brick or masonry.
 - E. **Air Conditioning.** Dwelling or Outbuilding shall not have window-type air conditioners.
 - F. **Driveways.** Driveways shall be made of concrete with a minimum of four (4) inches of thickness and sixteen (16) feet in width.
 - G. **Water Wells and Sewer Systems.** Water wells shall be strictly prohibited. Septic systems shall comply with the standards set forth by the Oklahoma Water Resources Board and any other governmental or sub-governmental entity regulations.
 - H. **Continuous Work.** Upon the commencement of excavation for construction of any Structure, work must be continuous, weather permitting, until the Structure is completed, and such work shall be completed within 12 months. No building materials are to be placed or stored on any Lot until construction is to begin. During construction, the Owner shall provide and use a trash container.
 - I. **Easements and Drainage.** With respect to each Lot, drainage as established in the development plan for the Estates shall be maintained and preserved by the Lot Owner.

Reserves for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these utility reserves no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the utility reserves, or which may obstruct or retard the flow of water through drainage channels in the utility reserves. The utility reserve area of each Lot and all improvements permitted therein shall be maintained continuously by the Lot Owner. All small drainage channels, emergency overflows and other swales which are important to abutting properties but are not a part of the drainage system shall be the responsibility of the Lot Owner to: (a) 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 easements or contained on the individual Lot Owner's Lot, (b) provide continuous maintenance of the improvements in the easements or of the channels or swales, except for the improvements for which a public authority or utility company is responsible, and (c) conform to the drainage plan for the Estates file with the local sub-governmental entity or on the Plat.

- J. Landscaping.** Each Lot Owner shall install, at their own cost, sod or seed lawns on the front and side portions of the Lot Owner's Lot, excepting those areas established for landscaping planters, flower beds or other ground cover. Such sod or seeding shall be installed within thirty (30) days of the time of completion of the construction of the Dwelling upon the Lot.
- K. Utility Lines.** All service lines for electric, gas, telephone, cable TV and other utility services shall be kept underground.
- L. Septic Tanks.** All septic tanks and lateral lines must conform to minimum applicable State and municipal regulations and shall be constructed in accordance with the recommendation of the Department of Environmental Quality. Prior to covering any septic tank system, the owner must obtain and pass inspection from the State Health Department or such other governmental agency or body as shall then be responsible for such inspections and approvals. No septic tank system may be constructed on a lot which would interfere with the property drainage either on the Lot of the Owner or any other Lot. Lagoon systems are not permitted.
- M. Pond or Creek.** No Lot shall contain a pond or lagoon. Each Lot Owner which adjoins or is adjacent a pond or creek shall take actions and perform all maintenance work necessary to control erosion, including, but not limited to, the planting and maintaining of grass, shrubbery or ground cover and the construction and installation of landscape timbers and retaining walls. No retaining wall and landscape timbers shall be constructed or installed on any Lot except with Approval.
- N. Antennas and Satellite Dish.** No antenna or satellite dish shall be affixed to the exterior of a Structure, neither shall they be visible from any Lot or Common Area.

- O. Solar Equipment.** No solar equipment shall be visible from the Front Lot Line unless with Approval.
- P. Pools.** No above ground swimming pool shall be permitted. No pool equipment, including pumps and heaters, on any Lot shall be visible from any Common Area or Lot.
- Q. Tree Houses and Platforms, and Play Towers.** No tree house or play tower may be constructed without Approval.
- R. Fences.** No Fence shall be constructed in any Set-Back area; if no Set-Back is shown on the Plat, then no Fence shall be erected within fifteen (15) feet of any Street. No Fence shall exceed seventy-two (72) inches in height. No fence shall impede the drainage of any Lot or Common Area. Fences may be either wooden stockade or wooden 3 or 4 rail. No chain link fences shall be allowed.
- S. Mailboxes.** Mailboxes shall be placed at the Front Lot Line and faced with masonry material compatible with the brick or masonry of the Dwelling on the Lot. No mailbox will wider than thirty (30) inches shall be allowed. The restriction on Mailboxes may be lifted for the Estates by Majority Approval of the Association.
- T. Temporary Structure.** Nothing of a temporary character, such as a trailer, mobile home, tent, garage, barn or portable building, shall be allowed on any Lot at any time.
- U. Mining and Drilling.** No drilling or exploration for hydrocarbons or mining for sand or minerals shall be permitted on any Lot.
- V. Rights of Way.** No Structure shall be placed on any right of way or easement. No right of way or easement may be altered, such as by dirt work or the placement of trees, shrubbery, rocks, or landscaping materials, except by the Association or by a Lot Owner acting with written permission of the Association.

IV. Rules

- A. Business Operations.** No occupation, profession, business, trade or other non-residential activity shall be conducted on any Lot or in any improvement located thereon, except the Declarant may operate a real estate sales office within a show home.
- B. Animals.** No animal, fish, reptile or fowl, other than two (2) Domesticated Pets, shall be allowed on any Lot, and then only if kept solely as household pets and not kept, bred or raised for commercial purposes. No Domesticated Pet shall be allowed to make an unreasonable amount of noise or otherwise to be nuisance. Upon the request of any Owner, the Board shall determine, in its sole discretion, whether a Domesticated Pet is a nuisance or whether the number of Domesticated Pets is unreasonable. A Lot Owner may have more than two (2) Domesticated Pets by a Majority Vote of the Board.

- C. **Parking.** Vehicles shall be parked in a garage. Vehicles shall not be habitually parked on a driveway. No vehicle of any kind shall be parked or permitted to remain parked on the street adjacent to any Lot except for such period of time as may be reasonably necessary in order to make pickups or deliveries to the Lot, or to do work or make repairs on the Lot.
- D. **Vehicles and Storage.**
1. **Absolute Restriction.** No vehicle exceeding 1 ton capacity or with more than two axels, and no trailer/mobile home shall be parked or stored on any Lot. No vehicle or machinery of any kind may be repaired on any Lot.
 2. **Allowed But No Visible.** Boats, all-terrain vehicles, trailers, lawn tractors, other machines, motor homes, recreational vehicles, campers, are allowed but shall not be visible from any Lot or Common Area.
 3. **Garage Doors.** Garage doors shall not be kept open for extended periods of time and shall be kept closed except when open for the removal or parking or replacing of a vehicle or other item from the garage or for other necessary ingress or egress.
- E. **Trash Receptacles and Garbage.** No trash receptacles shall be visible from any street except for on the day that garbage is to be taken by the a service provider, if any. No refuse pile, garbage or unsightly objects shall be allowed to be placed, accumulated or suffered to remain anywhere on a Lot.
- F. **Nuisance.** No rubbish, debris, unsightly materials of any kind shall be placed or accumulate upon any Lot. No odors shall arise from any Lot. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the adjoining Lot Owners. No outside spot lights, flood lights, or similar lighting shall be utilized on any Lot in a manner or location which unreasonably interferes with the enjoyment of any adjoining Lot. Appropriate seasonal lighting may be displayed on a Lot from November 1 of each year to January 20 of the following year.
- G. **Diseases and Insects.** No Lot Owner shall permit anything or condition to exist which shall induce, breed, or harbor infectious plant diseases or insects.
- H. **Disrepair.** No Structure, landscaping, or other improvement upon any Lot shall fall into disrepair, as determined by the sole discretion of the Association. Lot Owners shall maintain in good repair the exterior of all Structures, landscaping and all other improvements to the Lot.
- I. **Signs.** No sign of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than five (5) square feet advertising the Lot for sale or rent, or signs used by a builder to advertise the Lot during the construction and sales period, or signs placed by Association. Nothing herein shall restrict Association's right to construct entrance gateways or permanent signs indentifying the development.

- J. Lawn Maintenance.** All Lot Owners shall continuously maintain landscaping with respect to each of their Lots, such as mowing of lawn areas and planting and maintaining of shrubs and trees. Lots shall be seeded with grass and shall not exceed height of 6 inches. Lots shall be free from weeds and unsightly dirt patches. Front and side lawns consisting exclusively of un-vegetation shall be prohibited.

V. Association.

- A. Association.** Declarant shall have and exercise all of the duties and powers of the Association until these powers are transferred unto the Associational Entity as described in §V(B). Upon the Transfer To the Association, the Associational Entity shall have all of the duties, powers, rights, titles and interest of the Declarant and the Association as described in these Covenants.
- B. Transfer To the Association.** The transfer from the Declarant to the Associational Entity shall occur once the Declarant no longer owns as least 75% of the Lots.
- 1. How to Transfer.** To effectuate the transfer, the Declarant shall execute a quit claim deed for the Common Area to the Associational Entity within 10 days of the Declarant no longer owning at least 75 % of the Lots. The same shall be Recorded. If the Declarant is not available or fails to execute the quit claim deed, these Declarations shall operate as such transfer of the Common Areas and all of the Declarant's rights and duties under these Declarations to the Association.
 - 2. Appointment of Board of Managers.** Upon the Transfer to the Association, the Declarant shall appoint the initial Board of Managers of the Association from among the Lot Owners to serve corresponding two-year terms. Once these terms have expired, the Board of Managers shall be selected as set forth in the Operating Agreement.
- C. Membership.** Each Lot Owner shall be a member of the Association. Membership shall not be separated from ownership of a Lot.
- D. Board of Managers.** The Association shall act through a Board of Managers (the "Board") which shall manage the affairs of the Association. The election, power, duties, and governance shall be set forth and controlled by the Operating Agreement of the Association subject to the restrictions stated herein.
- E. Records and Availability.** All actions taken by the Association or the Board shall be Filed and made available to any Lot Owner. Any record required by the Declarations to be Filed shall be made reasonably available to all Lot Owners upon request.
- F. Approval by Association.** Any item requiring Majority Vote of the Association or Supermajority Vote of the Association shall follow the following procedures:

1. **Draft of Measure.** Any measure requesting Majority Vote of the Association or Supermajority Approval of the Association shall be drafted by the Board in clear and specific terms with signature block for the Lot Owners (the "Measure"). The language in the Measure shall not be changed during a Vote.
 2. **Distribution.** The Measure shall be distributed to the Lot Owners in the method described in the Operating Agreement and shall not change from the draft of the Measure.
 3. **Voting Rights.** Each Lot shall be entitled to one vote. The vote for each Lot must be cast as a unit, and fractional votes are not allowed. Issues regarding voting, including its method and timing, shall be set forth and controlled by the Operating Agreement of the Association subject to the restrictions stated herein.
 4. **Consent.** Any Lot Owner in voting in favor of a Measure must consent to the Measure by affixing his/her/its signature thereto.
 5. **Filing.** All records of approval of any Measure shall be signed by the President and Filed.
 6. **Recording.** All Measures which change, add or delete anything in these Covenants shall be Recorded to be effective.
- G. Approval by the Board.** Any vote requiring approval by the Board shall be by the procedures set forth in the Operating Agreement.
- H. Duties.** The Association shall have the obligation and duty to do and perform the following, which shall be for the benefit of the Lot Owners and the Estates:
1. **Maintenance of Common Areas.** The Association shall maintain and keep in good working order all Common Areas.
 2. **Maintenance of Streets.** The Association shall maintain and keep in good working order all Streets.
 3. **Payment of Taxes.** The Association shall pay all real estate taxes and assessments levied upon any portion of any property conveyed, leased or otherwise transferred to the Association.
 4. **Public Service.** The Association shall contract for or provide maintenance and facilities as may be necessary to provide public services, utility services, and/or Street maintenance.
 5. **Insurance.** The Association shall obtain and maintain in force comprehensive general liability insurance in such amounts as the Association deems necessary to carry out its functions and to protect the Association from legal liability. This policy shall provide insurance coverage to the Declarant, the Association, the Board

of Directors, the Architectural Committee, and all of their respective representatives, members, associates, employees, etc., with respect to any liability arising out of any duty set forth in these Declarations.

6. **Rules.** The Association shall make, promulgate, amend, repeal, and enforce rules necessary to enforce the intent of these Declarations, clarify the obligations of Lot Owners, to provide for the safety of lot owners, and to protect the value of the Lots.
 7. **Appointment of Architectural Committee.** The Association shall appoint members of the Architectural Committee as set forth herein.
 8. **Enforcement of Land Use Restrictions and Building Restrictions.** The Association shall enforce the Land Use Restrictions and Building Restrictions as set forth therein.
 9. **Operating Fund.** The Association shall operate an Operating Fund with a Federally insured bank into which the Association deposits all assessments, income, and awards, and transacts the business of the Association. All records related to the Operating Fund shall be Filed.
- I. **Powers.** The Association shall have the power to do any lawful thing which may be required or permitted to be done under the Declarations, to include:
1. **Assessments.** The Associations shall have the power to charge assessments according to §VII.
 2. **Custody.** The Association shall have absolute custody and control over the Common Area subject to the restrictions set forth in these Declarations. As such, the Association shall have the power to enter upon the Common Area, to maintain and make improvements deemed appropriate by the Association. In the event the Association desires to construct a Building, Driveway, or Fence, the Association shall also attain the Approval as well as Majority Vote of the Association.
 3. **Enforcement.** The Association shall have the power to enforce these Declarations upon any Lot Owner or Person within the Estates as stated in §VIII.
 4. **Grant of Easements and Right of Way.** The Association shall have the power to grant and convey to any Person an easement or right of way upon any Common Area for the purpose of construction, operation, or maintenance of the Streets or any Public Service by Majority Vote of the Association.
 5. **Employment of Agents.** The Association shall have the power to employ an agent to exercise any of its Duties or Powers herein by Majority Vote of the Board.
 6. **Promulgate Rules.** The Association may amend or repeal any Rule, and promulgate new Rules by Majority Vote of the Association in order to clarify the obligations of Lot Owners, to provide for the safety of lot owners, to protect the

value of the Lots, and provide for the harmony and beauty of the Estates. The Association shall promulgate, amend or repeal Rules which would discriminate against any Lot Owner, but such Rules shall apply to all Lot Owners equally. All Rules adopted by the Association, shall be Filed with the Association, and shall have the same force and effect as if they were fully set forth herein. The Rules may be more restrictive than those stated herein, so long as they are applied equally, it does not "grandfather" existing violators, and requiring all Lot Owners to come into compliance.

7. **Enforce Rules.** The Association shall have the power to enforce the Rules.
8. **Promulgate Procedures.** The Association shall have the power to promulgate procedures regarding the enforcement of its powers and duties and those of the Architectural Committee by Majority Vote of the Board. These procedures shall be set forth in the Operating Agreement and shall not contradict any of these Declarations. Lot Owners shall follow the procedures established by the Association.
- J. **Liability.** No member of the Board shall be held personally liable for any error or omission of the Association or the Architectural Committee, providing that such member acted in good faith.
- K. **Operating Agreement.** Prior to the Transfer to the Association, the Declarant shall create an Operating Agreement governing the Association. The Association shall be bound to operate according to the terms of the Operating Agreement and any subsequent modifications thereto. Any provision of the Operating Agreement or actions of the Association which are in conflict with these Declarations shall be void.

VI. Architectural Committee.

- A. **Architectural Committee.** Three (3) Persons from among the Lot Owners shall be appointed by the Association by Majority Vote of the Board to serve as a committee to oversee and help preserve the beauty, appeal, and value of the Estates subject to these Declarations.
- B. **Transfer of Duties.** The Declarant shall have and exercise all of the duties and powers of the Architectural Committee until such time as Transfer of the Association. The Board shall appoint the initial members of the architectural committee according to the terms set forth in the Operating Agreement.
- C. **Duties.** The Architectural Committee shall consider and act upon proposals and plans submitted to it in accordance with these Declarations in order to preserve the beauty, appeal, and value of the Estates.

- D. Meeting.** The Architectural Committee shall meet from time to time as necessary to properly perform its duties hereunder.
- E. Submission of Plan Documents.** Prior to the commencement of work requiring approval of the Architectural Committee as stated in §II(B)(2), all plans shall be submitted in writing to the Association as stated in procedures set forth in the Operating Agreement.
- F. Review.** The Architectural Committee shall have thirty (30) days to approve or deny any Submitted Plans. If plans are not acted upon with this time frame, then it shall operate as a rejection. If the Architectural Committee requires changes or specific instructions, then the Plan Documents shall be rejected and the Lot Owner shall submit new Plan Documents for approval bearing the instructions and changes requested by the Architectural Committee.
- G. Standard of Review.** In review and consideration of plans submitted to it, the Architectural Committee shall reject plans in which it believes that the overall physical or aesthetic impact of the proposed improvement, addition, alteration or change is harmful to the Estates. In making decisions, the Architectural Committee may be guided by the harmony of external design and location of the proposed improvement, addition, alteration or change in relation to surrounding structures and topography; conformity of the proposed improvement, addition, alteration or change to the requirements and restrictions of this Declaration; the effect of the proposed improvement, addition, alteration or change on the use, enjoyment and value of neighboring properties; changes in grade elevations, topography and drainage; factors of public health and safety; and the suitability of the proposed improvement, addition, alteration or change taking into account the general aesthetic values of the surrounding area. Regardless, the Architectural Committee shall not approve any plans which violates any restriction in §3, and any approval of the same shall be void.
- H. Approval.** Once the procedures herein have been complied with, a plan is considered approved when two members of the Architectural Committee have affixed their signatures to the plan documents and they are Filed with the Association.
- I. Fee.** No fee shall ever be charged by the Architectural Committee or by the Association for any review under this Section.
- J. Estoppel Certificate.** Within thirty (30) days after written demand is delivered to Association by any Lot Owner, the Architectural Committee shall record an estoppel certificate, executed by any two (2) committee members, certifying that as of the date thereof the Lot Owner's Lot either (a) all improvements made and work done upon the Lot comply with these Declarations, or (b) such improvements or work do not comply with these Declarations, in which even the certificate shall also identify the non-complying improvements or work setting forth with particularity the basis of such noncompliance.
- K. Public Approvals and Design Standards.** No Building, Fence or Driveway or improvements of whatever type shall be commenced, erected or maintained within the Estates, nor shall there be any addition to or change to the exterior of any Building, Fence

or Driveway, or the grading or drainage thereof until all pertinent requirements of public agencies have been met.

- L. Liability.** Neither the Architectural Committee nor any member, employee or agent thereof, shall be liable to any Person submitting plans for approval, or any other Person, by reason of mistake in judgment, negligence, or nonfeasance, arising out of or in connection with the approval, disapproval or failure to approve any such plans, or for any other action in connection with its or their duties hereunder if they have acted in good faith. Further, by its approval of plans and specifications, the Architectural Committee shall not be deemed to have approved the same for engineering design, or for compliance with zoning and building ordinances, and by approving such plans and specifications neither the Architectural Committee, the members hereof, the Association, any of its members, its officers, its Board nor the Declarant assumes any liability or responsibility therefore, or for any defect in any structure or improvement constructed for such plans and specifications. Neither the Architectural Committee, any member thereof, the Association, its officers, its Board nor the Declarant shall be liable to any Owner or other Person for any damage, loss or prejudice suffered or claimed on account of (i) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications (iii) the development, or manner of development, of any Lot. Approval of plans and specifications by the Architectural Committee is not, and shall not be deemed to be, a representation or warranty that said plans or specifications comply with applicable governmental ordinances and regulations including, but not limited to, zoning ordinances and building codes.

VII. Assessments

A. Types of Assessments.

- 1. Yearly Assessment.** The Association, through Majority Vote of the Board, shall assess a fee to each Lot Owner to provide for costs of performing the Duties of the Association. By December 1 of the preceding calendar year, the Board shall meet and approve a budget of the Association for the next calendar year. This budget shall estimate the cost of performing all Duties of the Association, calculate any deficit or surplus from the previous year, and add an amount equal to 10% of the projected expenses to help ensure the Association does not go over budget (the "Budget"). The Budget shall be divided equally among the Lot Owners which shall be the assessment for the next calendar year (the "Yearly Assessment"). Notice of the Yearly Assessment, along with a copy of the Budget shall be mailed to all Lot Owners by December 1 of the year preceding the budget year.
- 2. Additional Assessment.** The Association, through Majority Vote of the Board, may assess a fee to each Lot Owner to cover deficiencies in the Operating Fund, should it prove inadequate for any reason, including nonpayment of any Lot

Owner's share of the Yearly Assessment and uncalculated expenses. The Board may assess an amount to reasonably provide for the inadequacy.

3. **Special Assessment.** The Association, through Majority Vote of the Association, may assess a fee to each Lot Owner for the capital improvement or repair of any Common Area or Street.
 4. **Reimbursement Assessment.** The Association, through a Majority Vote of the Board, may assess a fee upon any Lot Owner for the expenses associated with the enforcement of these Declarations.
- B. Notice of Assessment.** Notice of any Assessment shall be mailed by the Association to each Lot Owner and contain the following information (the "Notice of Assessment"):
1. The Type of Assessment;
 2. The Amount of the Assessment;
 3. The Reason for the Assessment;
 4. When the Assessment becomes due; and
 5. The signature of a Board Members.
- C. When Assessments Due.** Lot Owners shall pay each Assessment within thirty (30) days of receipt of the Notice of Assessment. Failure to pay the Assessment within this period shall cause the enforcement mechanisms in Section VIII to be available to the Board.
- D. Interest.** Any Lot Owner who fails to pay an Assessment when due shall pay interest on the past due balance at an annual rate of 15%.

VIII. Enforcement

- A. Enforcement of Assessment by Lien.** By acceptance of the deed for any Lot in the Estates, each Lot Owner agrees to abide by these Covenants and to pay all Assessments. If a Lot Owner fails to do so, Lot Owner agrees to the following to enforce these Covenants:
1. **Personal Obligation.** Lot Owner shall be personally liable for the payment of all Assessments and for ensuring the Lot Owner and its Lot are in strict compliance with these Covenants.
 2. **Lien and Personal Obligation of Assessments.** Assessments and cost of collection thereof shall be a charge on and shall be a continuing lien upon each Lot against which such Assessment is made, paramount and superior to any homestead or any other exemption provided by law, from the date that such Assessment is made by

the Association. Lot Owner agrees to the Recording of a lien upon its Lot for nonpayment of any Assessment. The personal obligation for delinquent assessments shall run with the land and shall, in addition to remaining the obligation of the Lot Owner, shall become the obligation of future Lot Owners.

3. **By Suit.** The Association and any other Lot Owner shall have the right to enforce these Covenants in a court of law or equity subject to the procedures set forth in §VIII(B) against any Lot Owner in violation of these Covenants. Failure by the Association or by any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such litigation shall be entitled to the award of a reasonable attorney fee to be paid by the other party. Although, so long as Declarant is a Lot Owner, it may bring an action to enforce the provisions of this Declaration, Declarant has no duty to do so.
4. **Costs of Collection.** Each such assessment, together with such interest, costs and reasonable attorneys fees incurred in the collection thereof shall also be the personal obligation of the Lot Owner.

B. Procedure for the Enforcement of Covenants.

1. The Association shall have the first right of refusal to enforce any Land Use Restriction, Building Restriction, or Rules and Regulations. If any Lot Owner desires to enforce these Declarations (the "Complainant") upon any other Lot Owner, then the Complainant shall first notify the Association in writing of the complaint. The Association may decide by Majority Vote of the Board whether or not it will enforce the complaint. If the Association does not enforce the covenant, the Complainant may then follow the procedures below.
2. The Association or the Complainant, shall notify the Lot Owner in writing of the complaint and violation of the Declarations. The Lot Owner shall then give the Lot Owner a reasonable amount of time to correct the violation.
3. If the Lot Owner fails to correct any violation, the Association or Complainant may take one of the following actions by Majority Vote of the Board:
 - a. Abate the violation and make a Reimbursable Assessment against the Lot Owner.
 - b. File suit in District Court seeking to enjoin the Lot Owner from further violations and requiring the Lot Owner to conform to these Declarations. In the event the Association or Complainant prevails, the Lot Owner shall pay all costs of the action and its reasonable attorney fees.

IX. General Provisions

- A. **Severability.** Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect the remaining provisions, which shall remain in full force and effect.
- B. **Right to Assign.** The Declarant, by an appropriate instrument or instruments, may assign or convey to any Person any or all of the rights, reservations, easements and privileges herein reserved by Declarant, and upon such assignment or conveyance being made, it assignees or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements and privileges, or any one or more of them, at any time or times in the same way and manner as though directly reserved by them or it in this instrument.
- C. **Operating Agreement as Supplement.** Any procedure not established in this Declaration may be established in the Operating Agreement. Any use of an ambiguous word or phrase may be clarified within the Operating Agreement. Any power or decision of the Association, in which the procedure or voting requirement is not specified in the Declaration, may be done according to the Operating Agreement.

// EXECUTION PAGE ATTACHED \\\

In witness whereof, the undersigned Declarant, as owner of all of the Estates hereby executes the same as of the date and year shown in the acknowledgment.

Bellissimo Development LLC by



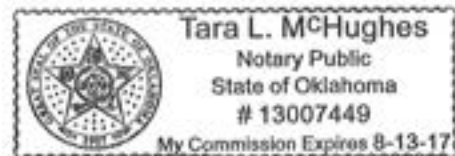
John McHughes, Managing Member

STATE OF OKLAHOMA)
)
COUNTY OF CLEVELAND) SS

This instrument was subscribed, sworn to and acknowledged before me on
December 22nd, 2015, by John McHughes


Notary Public

Seal:



**GOLDSBY PROPERTY
LEGAL DESCRIPTION**

Bellissimo Estates, LP

A tract of land lying in the Northeast Quarter (NE/4) of Section 25, Township 8 North, Range 3 West of the Indian Meridian, McClain County, Oklahoma being more particularly described as follows:

BEGINNING at the Northeast corner of the Northeast Quarter of said Section 25;

Thence South 00°22'07" East a distance of 1284.55 feet;
Thence North 86°35'04" West a distance of 537.77 feet;
Thence North 62°33'23" West a distance of 431.27 feet;
Thence North 43°36'42" West a distance of 144.12 feet;
Thence North 47°03'16" West a distance of 196.92 feet;
Thence North 49°51'10" West a distance of 208.09 feet;
Thence North 20°30'56" West a distance of 330.44 feet;
Thence North 32°51'50" West a distance of 428.18 feet;
Thence North 89°35'22" East a distance of 1662.10 feet to the point of beginning.

Said described tract of land contains an area of 1,558,329 square feet, or 35.774 acres, more or less.