Belmont Farms

"A Community for Edmond's Diverse Lifestyles"

Governing Declaration of Covenants, Conditions, and Restrictions for the Belmont Farms Community

Additional details for the following subdivisions are included within:
Belmont Estates
&
Belmont Village

Additional details for the following subdivisions are included in supplemental declarations:
Belmont Landing
Belmont Park
&
Belmont Ridge

Lawyers Title of Oklahoma City, Inc.
Lawyers Title Bldg., Suite 100
1241 N. Robinson
Oklahoma City, OK 73103

Lawyers Title

BOOK 7790 PAGE 1890

(Corrected)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS BELMONT FARMS, A RESIDENTIAL COMMUNITY

Correction of Covenants, Conditions and Restrictions Recorded in Book 7787, Page 1082, To Attached Exhibit "A"

THIS DECLARATION, made on this 1st day of March 2000, by Belmont Farms, a Limited Liability Company, organized under and existing by virtue of the laws of the State of Oklahoma, hereinafter referred to as "DECLARANT".

WITNESSETH

WHEREAS, DECLARANT is the owner of certain real property located in the City of Edmond, Oklahoma County, State of Oklahoma, which is more particularly described as:

See Exhibit "A"
Belmont Gardens 1, Belmont Village 1, Belmont Estates 1

AND WHEREAS, it is the purpose of this Declaration to cause said real property to be surveyed and platted, in stages under the name of BELMONT FARMS, A Residential Community, hereinafter referred to as "BELMONT FARMS", as a subdivision and to create and include as part thereof permanent open areas at the entrance with improvements, landscaping, fencing and signage erected or to be erected thereon, and other common facilities for the benefit of this particular community;

AND WHEREAS, DECLARANT desires to provide for the preservation of the values and amenities in said community and the upkeep, maintenance, improvement and administration of the community and its open areas, and all improvements now existing or hereafter erected thereon and to establish an entity and agency for such purpose and, in addition, to collect and disburse the assessments and charges hereafter created;

AND WHEREAS, there will be incorporated under the laws of the State of Oklahoma, as a non-profit corporation, an entity to be known as Belmont Farms Homeowner's Association, Inc., for the purpose of exercising the aforementioned functions;

NOW THEREFORE, DECLARANT hereby declares that the real property described in Article III hereof is and shall be held, sold, conveyed and occupied subject to the conditions, covenants, restrictions, dedications, easements, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These covenants and restrictions shall run with the real property and shall be binding on all parties having or acquiring any right, title or any part thereof, and shall inure to the benefit of each owner thereof.

DOC NUMBER 2000026772
BK 7790 PG 1890-1912
DATE 03/03/00 14:34:57
FILING FEE $52.00
DOC TAX $0.00
CAROLYNN CAUDILL
Oklahoma County Clerk
RECORDED AND FILED

ARTICLE I

DEFINITIONS

Section 1. The following words, when used in this Declaration or any Supplemental Declaration (unless the context shall so prohibit), shall have the following meanings:

A. "Association" shall mean and refer to Belmont Farms Homeowner's Association, Inc., a non-profit corporation to be incorporated under the laws of the State of Oklahoma, its successors and assigns.

Charlie /DT

249

23/32

B. "Properties" shall mean and refer to that certain real property described in Article III, and such additions thereto and other real property wherein the "Subdivision" as hereinafter defined as may hereafter be annexed thereto and/or brought within the jurisdiction of and subject to assessment by the Association.

C. "Common Areas" shall mean all real property, whether improved or unimproved, owned, leased or controlled by the Association for the common use and enjoyment of members of the Association. The Common Area to be owned by the Association at the time of the conveyance of the first Lot during this initial stage of development as shown on the attached plats is described as follows:

Belmont Estates 1 - Blocks A, B, C, & D
Belmont Village 1 - Blocks D1, D2, E, F, G, H, I, J, K & L
Belmont Gardens 1 - Blocks M, N, O, P, Q, & R

D. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of all or any part of the Properties with the exception of the Common Areas.

E. "Corner Lot" shall mean any lot, which abuts other than at its rear line upon more than one street and/or Common Area.

F. "Street" shall mean any street, lane, drive, boulevard, court, circle, road, place, manor or terrace as shown on the attached plat.

G. "Member" shall mean and refer to every person and/or entity who holds membership in the Association.

H. "Variable Setbacks" shall mean the line so designated on the attached plat.

I. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

J. "Fences" shall mean the following where the context so indicates:

(1) "Adjoining Fences" shall refer to two or more separate fences which adjoin and are exposed to public view.

(2) "Common Area Fences" shall refer to any fence on a Lot which is adjacent to, abuts, or borders any Common Area.

(3) "Association Fences" shall refer to any fence erected or placed on any Common Area or along easements and around the entrances.

K. "Declarant" shall refer to Belmont Farms, L.L.C., its successors or assigns.

L. "Owner" shall mean and refer to the record owner, whether one or more persons, a fee simple title to any Lot which is or may become a part of the "Properties", including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

M. "Subdivision" shall mean all or any part of the Property described at the beginning of this Declaration and additional adjoining property in which the DECLARANT may cause to be added to Belmont Farms.

N. "Frontage" or "Fronts" shall mean the direction or way the major elevation of the house or structure erected on a Lot shall face.

250

ARTICLE II

FUTURE INTENT

Section 1. Although this initial Declaration includes only the real property described in Article III hereof, the DECLARANT may cause additional declarations to be filed with respect to any additional land to be included in the Subdivision, which additional declarations will be complementary in concept to this Declaration, and which future declarations will provide for the addition of owners in such other areas as members of the Association and of additional Common Areas to be owned by the Association. During its existence, the Association will include, as members, every Owner within the Subdivision. Each Member of the Association will be subject to its Articles of Incorporation, By-Laws, rules and regulations, as from time to time established and/or amended. The Common Areas which will be owned by the Association, are included in the attached plats and shown as follows:

Belmont Estates 1 - Blocks A, B, C, & D
Belmont Village 1 - Blocks D1, D2, E, F, G, H, I, J, K & L
Belmont Gardens 1 - Blocks M, N, O, P, Q, & R

The Common Areas could ultimately include other lands within the Subdivision which are not included in these plats.

Section 2. If within fifteen (15) years of the date of incorporation of the Association, the DECLARANT should develop additional lands within the Subdivision, such additional lands may be annexed to the said Properties by Declarant without the consent of the Members.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed and occupied, subject to this Declaration is located in the City of Edmond, Oklahoma County, State of Oklahoma, and is more particularly described as follows:

Belmont Estates 1 – See Exhibit A
Belmont Village 1 – See Exhibit A
Belmont Gardens 1 – See Exhibit A

ARTICLE IV

MEMBERSHIP IN THE ASSOCIATION

Every person who is a record owner of a fee or undivided interest in any single-family residential Lot covered by this Declaration and any future declaration covering all or any part of the Subdivision which is subject by covenants or records to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot. Membership shall be appurtenant to and any may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE V

OWNERSHIP, USE AND MANAGEMENT OF THE COMMONS AREAS

Section 1. Owners' Easements of Enjoyment. Every Owner has the right and easement of enjoyment in and to the entire Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to control and limit the use of the Common Areas as provided in this Declaration, the Articles, the By-Laws, The Design Review Rules, and the Association Rules. An Owner, subject to the By-Laws and Association Rules, may delegate his right of enjoyment of the Common Areas to the members of his family, his guests, and his tenants. The controls and limitations shall include, but not necessarily be limited to the following:

A. The right of the Association to suspend the Owner's voting rights and right of the Owner and the Owner's invitees; including but not limited to members of the Owner's family and an Owner's tenants and guests, to use the Common Areas and the facilities situated upon the Common Areas (except for ingress and egress to an Owner's Lot) for any period during which any assessment against his Lot remains unpaid, and to suspend such rights until said infraction is remedied.

B. The right of the Association by instrument executed by the President (or any Vice-President) and attested to by the Secretary (or any Assistant Secretary) of the Association to dedicate, transfer, or grant an easement or right of way to all or any part of the Common Areas to any public or quasi-public agency, authority, or utility for such purposes and subject to such conditions as may be authorized by the Board. No such dedication or transfer shall be effective unless an instrument has first been executed by the President (or any Vice-President) and Secretary (or any Assistant Secretary) of the Association, certifying that a majority of the Board has agreed to such dedication or transfer, and filed of record. Such certificate shall be deemed conclusive as to the fact that a majority of the Board has authorized such dedication, transfer, or grant, as well as to the purposes and conditions thereof.

C. The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure.

Section 2. No Right to Split Lots, etc. A Lot and the easement of use and enjoyment in the Common Areas appurtenant thereto shall not be separated or divided one from the other by any means; nor shall any Lot be physically split or subdivided into two or more parcels unless approved by the Design Review Committee. For the purpose of the preceding sentence, "any means" includes but is not limited to deeds, mortgages or liens, mortgage or lien foreclosures, partition suits or any other means whatsoever.

Section 3. Maintenance by Association. The Association may, at any time, as to any part of the Common Areas:

A. Repair. Repair, maintain, reconstruct, replace, refinish or complete any improvement or portion thereof upon any such area in accordance with the last plans thereof approved by the Architectural Review Committee; the original plans for the improvement; or, if neither of the foregoing is applicable, then in accordance with the original design, finish, or standard of construction of such improvement as same existed, as determined by the Board;

B. Roads, Etc. Construct, reconstruct, repair, replace, maintain, resurface, or refinish any road improvement or surface upon any portion of the Common Areas, whether used as a road, street, walk, driveway, parking area, dam, spillway, or drainage area;

252

C. Maintenance. Maintain, remove, replace or treat injured and diseased trees, or other vegetation in such area, and plant trees, shrubs, and ground cover and maintain, repair, replace, or construct any lake, pond, water way, drainage area, dam, spillway, or shoreline to the extent that the Association deems desirable for the conservation of water and soil or for aesthetic purposes;

D. Signs. Place and maintain upon any such area such signs as the Association may deem appropriate for the proper identification, use and regulation thereof, and,

E. Other. Do all and such other and further acts which the Association deems necessary to maintain, preserve and protect the Common Areas and the beauty thereof, in accordance with the general purposes specified in this Declaration. The Association shall be the sole judge as to the appropriate maintenance, preservation, and protection of all grounds within the Common Areas.

Section 4. Damage or Destruction of the Common Areas by Owners. In the event any part of the Common Areas is damaged by tenants, licensees, agents or family members of an Owner, such Owner does hereby authorize the Association to repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association; or, in the absence of plans and specifications, then as recommended by architects or engineers and approved by the Board. The amount necessary for such repairs shall be paid by such Owner, upon demand, to the Association, and the Association may enforce collection of same in the same manner as provided elsewhere in this Declaration for collection and enforcement of assessments.

Section 5. Use by Motor Vehicles. No motor vehicle of any description, other than vehicles used in the maintenance of the Common Areas, shall be allowed on the unpaved portion of the Common Areas, unless specifically authorized by the Board. The Board's right to control the use of hard-surfaced portion of the Common Areas shall include but not be limited to, establishing speed limits and parking rules.

Section 6. Regulation. The Association shall have the exclusive right to make, promulgate, supplement, amend, change, or revoke the Association Rules pertaining to the use and operation of the Common Areas and all other property within Belmont Farms. All owners shall abide by the Association Rules and shall be responsible for all acts of the Owner's invites.

Section 7. Uniform Maintenance. Declarant, each Owner of any Lot in Belmont Farms, and the Association hereby covenant each with the other that any maintenance provided by the Association for the Common Areas, and the improvements located thereon, including but not limited to the roadways and crossings, shall be in a substantially uniform manner and to uniform standards consistent with the intent of this Declaration. Such maintenance shall be performed by the Association.

Section 8. Improvements. No improvements shall be placed or constructed upon or added to the Common Areas except with the prior written approval of the Architectural Review Committee and the Board, except as otherwise specifically provided herein.

Section 9. Existing Improvements. The maintenance of the streets in Common Areas and other improvements in the Common Areas shall be the responsibility of and at the expense of the Association. Notwithstanding anything herein contained to the contrary or any possible implications of the Subdivision Plat, the Declarant is not under any obligation whatsoever to make any improvements or provide utilities or other facilities beyond those which exist in Belmont Farms as of the date a Purchaser acquires a Lot. Declarant makes no warranties (implied or otherwise) regarding any improvements in Belmont Farms but assigns to the Association all warranties (if any) made by third parties with respect to improvements.

253

Section 10. Additional Improvements. Though Declarant has no obligation for additional Improvements, Declarant (or any other party, with the consent of the Board and the prior written approval of the Architectural Review Committee) may build or construct Improvements which shall become part of Belmont Farms and be for the benefit of all Owners.

Section 11. Park/Lake Area. As designated, Block O of Belmont Farms Gardens I is park and lake area. Notwithstanding anything else contained herein to the contrary, no Owner, guest, or Invitee shall have any right of access or use of all or any part of Common Area Block O except as specified in this paragraph. No power boat, motorized water vehicle or water craft or recreational object may be used by any Owner, guest, or Invitee in the Park/Lake Common Area, except that the Association shall have an exemption as may be required to perform such maintenance on the lake as may be appropriate. There shall be no fishing, boating, swimming, or recreational use of the land and water which may compromise the lake, except that fishing shall be permitted by the Owners, family, guests, and Invitees of Owners of Lots which abut the Lake in Common Area Block O, provided that such fishing must be conducted from the Lot belonging to said Owner and such fishing must be conducted in the presence of the owner who invited the guests, or invitees who may be fishing. All fish caught must be returned to the pond. The park in Common Area "O" may be used by the Owners of Lots for picnicking, family reunions, and nature walks. No motorized vehicles or hunting may take place in the park.

Section 12. Lake Area. Declarant intends to add a lake area to Belmont Farms as a common area by appropriate amendment at a future date ("Lake Common Area"). Notwithstanding anything else contained herein to the contrary, no Owner, guest, or Invitee shall have any right of access or use of all or any part of Lake Common Area except as specified in this paragraph. No power boat or motorized vehicle, Seadoo, or Jet Ski vehicle, or other water craft or recreational object may be used by any Owner, guest, Invitee in Lake Common Area, except that the Association shall have an exemption as may be required to perform such maintenance on the Lake Common Area as may be appropriate. There shall be no fishing, boating, swimming, or recreational use of the land and water which may comprise Lake Common Area, except that fishing shall be permitted by the Owners, family, guests, and invites of Owners of Lots which abut Lake Common Area, provided that such fishing must be conducted from the Lot belonging to said Owner; and except that fishing shall be permitted by Owner's, family, guests and invites of Owners of Lots in Belmont Farms, provided that such fishing must be conducted in the presence of the Owner who invited the guests or invitees who may be fishing except that Owners of Lots that directly abut the Lake Common Area may keep a non-gas motorized craft, no longer than 12', hidden from view when not in use. This craft may be used only by that direct Owner and their direct family. No guest, Invitees or other Owners may use this option unless in the company of the direct Owner of said Lot. All fish must be returned to the lake.

Section 13. Maintenance of Water Level. The aesthetics of the lake located in Lake Common Area is a significant beneficial attribute of Belmont Farms. In order to preserve the aesthetics and attractiveness of the Lake Common Area for the benefit of all Property in Belmont Farms, the Association shall use reasonable efforts to maintain the water level of the lake or pond located in Lake Common Area so that the water level shall be within one foot of the point which is 1,025.9 feet above sea level.

ARTICLE VI

CLASSES OF MEMBERS AND VOTING RIGHTS

The Association shall have two (2) classes of voting membership as follows:

Section 1. Voting Classes

Class A. Class A Members shall be all those Owners of single-family residential Lots with the exception of DECLARANT. Each Class A Member shall be entitled to one vote for each Lot in which the member holds the interest required for membership by Article IV. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised 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 (s) shall be entitled to four (4) votes for each Lot in which it holds the interest required for membership by Article IV. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever first occurs:

a) When Class A lots exceed 300.

b) On January 1, 2020

c) Or earlier if in its discretion the DECLARANT so determines.

From and after the happening of these events, whichever occurs earlier, the Class "B" Member shall be deemed to be a Class "A" Member entitled to one vote for each Lot in which it holds the interest required for membership under Article IV hereof.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessment. The DECLARANT, for each Lot owned within the Properties and for each additional Lot which may hereafter come within the jurisdiction of the Association, and each Owner of any Lot in any platted area which is a part of the Subdivision, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements; such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, pursuant and superior to any homestead or other exemption provided by law, which lien may be enforced by the Association and may be foreclosed in any manner provided by the laws of the State of Oklahoma for the foreclosure of mortgages or deeds of trust, with or without power of sale. Each such assessment, together with such interest, costs and reasonable attorneys' fees shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them but, nevertheless, the lien above mentioned arising by reason of such assessment shall continue to be a charge and lien upon the land as above provided.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the property owners, and, in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, including, but not limited to, the maintenance of insurance thereon, repairs, replacements and additions thereto, ad valorem and other property taxes and assessments levied thereon, for the cost of labor, equipment, materials, management and supervision thereof, and utility services for the Common Areas. NOTE: The maintenance and upkeep of the Gardens Area Security Gates will be the responsibility of the Belmont Farms Garden I homeowner's only and any expense incurred will be paid from the Belmont Farms Gardens I homeowner's annual dues or by special assessment if necessary.

Section 3. Basis and Maximum of Annual Assessments. Until January 1, of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment shall be as follows:

Type of Member	Amount
Class A	$__300__ per year
Class B	$__-0-__ per year per lot

A. From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1, of each year without a vote of the membership in conjoinance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) For the preceding month of July.

B. From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment as to any or all classes of members may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding year and at the end of such period of one (1) year, for each succeeding one (1) year; provided that, any such change as to any class shall have the assent of one-half (½) of the members of each such class, pursuant to votes cast in person or by proxy, at a meeting called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting setting out the purpose of the meeting.

C. After consideration of current maintenance costs and future needs of the Association, the Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, as to any or all classes of Members, a special 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 upon the Common Area, including the necessary fixtures and personal property related thereto; provided that, any such assessment as to any class shall have the assent of at least one-half (½) of the Members of each class, pursuant to votes cast in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting; provided further, that the maximum amount of any special assessment which may be assessed against any Member of any class in any assessment year shall not exceed an amount equal to twice the annual dues assessed against said Members for the same year.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed

at a uniform rate for Class A Member and may be collected on an annual basis.

Section 6. Quorum for Meetings. At any meeting of the Members of the Association, the presence at the meeting of Members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum; provided; however, that if the required quorum is not present at any meeting duly called, the Members present, though less than a quorum, may give notice to all members as required herein for transaction to be considered, at a recessed meeting, and at the recessed meeting one-half (½) of the required quorum at the preceding meeting shall constitute a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting nor less than fifteen (15) days after the recessed meeting.

Section 7. Commencement Date of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. Within ten (10) days after a single-family home is initially occupied by any person, whether by lease or otherwise, the Owners thereof shall furnish written notice of commencement of such occupancy to the Association. The due date(s) shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of the issuance of these certificates. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments and Remedies. Any assessments that are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest from its due date at an annual rate of one and one-half percent (1 ½ %) per month plus a late fee of $25.00, and the Association may bring an action at law against the Owner personally obligated to pay same, and/or foreclose the lien against property as provided by the laws of the State of Oklahoma for the foreclosure of a mortgage or deed of trust, with or without power of sale; and interest costs and reasonable attorneys' fees of such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 9. Subordination of Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first lien priority real estate mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such first lien priority mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof nor shall such sale or transfer release personal liability of the owner foreclosed.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments:

(a) All properties dedicated to and accepted by a local public authority;
(b) The Common Areas;

Section 11. Change of Ownership. Any person becoming an Owner shall, within ten (10) days next following the recording of a deed reflecting such person as Owner, give written notice to the Association that such person has become an Owner.

ARTICLE VIII

USES OF LAND

All lots and blocks shall be used for private residence purposes only. No store or business, no gas or automobile service station, and no flat, duplex or apartment house, though intended for residence purposes, and no building of any kind whatsoever shall be erected or maintained thereon, except private dwelling houses, and each such dwelling house being designated for occupancy by a single-family in its entirety.

The following blocks shall be used as Common Area only:

Belmont Estates 1 - Blocks A, B, C, & D
Belmont Village 1 - Blocks D1, D2, E, F, G, H, I, J, K & L
Belmont Gardens 1 - Blocks M, N, O, P, Q, & R

No obnoxious 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 neighborhood.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, or create a neighborhood nuisance.

ARTICLE IX

ARCHITECTURE, SIZE, MATERIAL, PLOTTING, AND FENCING

Section 1. Architecture. Complete plans including plot plans, elevations, floor plans, specifications, and landscape plans for any structure proposed to be erected must first be submitted to the Declarant and written approval thereof obtained from the Declarant prior to the commencement of any construction upon all Lots. If the Declarant does not act within thirty (30) days, the structure may be considered approved.

Section 2. Size and Height. Residences constructed must have a minimum floor space and roof height as follows:

	Square Footage	Roof Pitch
Belmont Gardens 1	1,800-sq. ft.	10/12
Belmont Village 1	2,400 sq. ft.	9/12
Belmont Estates 1	3,000 sq. ft.	10/12

All Blocks and Lots inclusive are to follow the above mentioned minimum floor space and may not exceed a maximum of two (2) stories. No flat roofs are allowed. NOTE: See garage requirement in Section 8.

Section 3. Materials. The principal exterior or any residence shall be at least sixty (60%) percent brick or stone and forty (40%) percent may be lap siding or other material which will blend together with the brick or stone. No stucco homes will be allowed. It is the intention of this restriction to allow panels of other materials than brick or stone to be used, but in no event shall a continuing wall consisting of forty (40%) percent of the exterior of the residence be built of any material other than brick or stone. This restriction is intended to restrict the principal exterior of residences to masonry in their construction, but is modified to allow the use of other materials to blend with the masonry to eliminate repetition of design. Any deviation form the above must be approved by the Architectural Review Committee in advance, and by the Declarant.

In computing the required square footage of ground floor space for masonry, the doors and windows are excluded and the vertical space is from the exterior finish grade to the top of the top plate of the first floor.

Section 4. Roofing. All roofing materials must be of asphalt composition shingle similar to, but not limited to, Elk Products - Capstone series. Color: Focal Gray, Granite, Mossrose or other colors that are of matching tone, in the event these named colors are not available. Tile or wood shingles may also be used. Painted Metal valleys are required on all roofs. The valleys on composition roofs must be factory painted and sealed with the color to match the roof material. Any deviation from these must be approved by the Architectural Review Committee or the Declarant. The acceptable roofing material must be of pounds per square as follows:

Belmont Gardens 1	30 year roof /300lb.
Belmont Village 1	30 year roof/300lb.
Belmont Estates 1	40 year roof/300lb.

All pipes extending above the shingles must be painted to match the color of the roof.

Section 5. Chimneys. Brick or stone-faced chimneystacks are required for all fireplaces above the roof line.

Section 6. Mailboxes. Each home must have a brick or stone mailbox structure matching the exterior of the home. Said mailbox structure may be constructed with an attached planter-box provided, however, the total combined length running parallel to the street of said mail-box and planter shall be no longer than 48 inches and provided also that no mail-box structure, irrespective of whether constructed with a planter-box or not, shall in no event exceed 60 inches in height or 24 inches in width and, provided also, that no mail-box structure shall have attached to it more than one planter-box; and provided also that any such planter-box must be restricted to one side of the mail-box only and in no event may the height of any said planter-box exceed half the height of the mail-box structure. All mailbox structures shall have a cast stone address block with the dimensions of 11 5/8x19x3 with black lettering inset into the mailbox. Designer cast stone address blocks and house numbers on the face of the house will be permitted in Belmont Farms Estates I. Numbering and painting of curbs is not permitted.

Section 7. Guttering. The guttering requirements are as follows:

Belmont Gardens 1 – 100% of the home
Belmont Village 1 – 100% of the home
Belmont Estates 1 - 100% of the home

Section 8. Garages.

Belmont Gardens 1 – may have front, side, or rear entry garages
Belmont Village 1 - may have front, side, or rear entry garages
Belmont Estates 1 - must have side or rear entry garages

Front entry garages can be approved by Declarant if front is set back 20' from the front building line. However, Declarant has the right but not duty to grant a variance if in Declarant's sole option the variance does not adversely affect the aesthetics of the development. No carports allowed.

Section 9. Fencing. All fencing and/or screening must be approved by the Declarant in advance of its installation. This includes but is not limited to:

a) Common Area Fence;

b) Association Fence;

c) Adjoining Fence.

d) Any other fence which will extend beyond the front of any building structure;

Ameristar ornamental iron, flat top two rail design, black in color fencing no higher than six (6) feet in height or vinyl are the only types of fencing which will be allowed in Belmont Farms. No sight proof or stockade fencing will be allowed.

Ameristar ornamental iron fencing, flat top two rail design, black in color which is six (6) feet in height may be used around swimming pools and pool work service areas for safety. Approval must be obtained from the Declarant for the installation of all fencing.

All adjoining fences must be set back at least five (5) feet from the front of any building structure upon which the fences may abut, unless such fence is determined by the Declarant to be the equivalent of the building structure. All houses constructed on a corner lot must have the side fence set back at least ten (10) feet from the sidewalk. All Common Area Fences, if the only fence present at that location, shall be maintained by the owner of the abutting Lot.

Section 10. Construction Period. Upon commencement of excavation for construction on any Lot or Lots in this plat, the work must be continuous, weather permitting, until the house and other improvements are completed. No delay in the course of construction within a period of twelve (12) months will be permitted, unless further extension of time for the completion of said house improvements is given by the Declarant. If no such consent is given, the Declarant or its designee may, but shall not be obligated to, complete such construction.

Section 11. Landscaping. Landscaping shall be required on all sites with completion of other improvements and shall conform to a landscape plan approved by the Declarant.

Factors to be considered may include but shall not be limited to whether the plan meets the following criteria:

a) Planting beds in front yards to represent approximately twenty (20%) percent of the ground footage of home. Brick or stone planting beds are recommended.

b) Preserve existing trees to the extent practical.

c) The minimum tree requirements are as follows:

Belmont Gardens 1 -two (2) 4" caliper 12' trees
Belmont Village 1 - three (3) 4" caliper 12' trees
Belmont Estates 1 - three (3) 4" caliper 12' trees

The minimum tree requirements may be fulfilled with trees either existing or to be planted in the area between the building line and the street right-of-way at the completion of construction.

d) Permit reasonable access to utility lines and easements for installation and repair.

e) At the time of completion of construction, the complete lawn will be sodded. Any change in sod requirements must be approved by Declarant.

Section 12. Sidewalks. All sidewalks will be set back 4' from the curb.

Section 13. Retaining Walls. Railroad tie installation will be of treated timber construction, no creosote ties. Brick and/or stone are acceptable.

Section 14. Landscape Lighting. Front landscape lighting is required on all residences. Under eaves lighting will be considered front landscape lighting.

Section 15. Swimming Pools. Swimming pools are allowed in this Development but plans must be submitted to the Architectural Review Committee before construction of the swimming pool begins. No above ground pools will be allowed.

Section 16. Sprinkler System. Sprinkler system is required in all front and back yards.

ARTICLE X

SET-BACK OF BUILDING STRUCTURES FROM STREETS

No building structure or part thereof shall be erected or maintained nearer to the front street, rear street or the side street that the front building limit line or the side building limit line of the aforementioned Lots, as shown on said plat.

Any deviation from the above must have the prior written approval of the Declarant, provided, however, that any such deviations shall not constitute a violation of the set-back requirements of the ordinances of the City of Edmond, Oklahoma.

ARTICLE XI

FREE SPACE (SIDE SET-BACKS)

No part of any one story building structure shall be erected nearer than five feet (5'), to the side property line and no part of any 1 ½ or 2 story building structure shall be erected nearer than eight feet (8') to the side property line on one side, and not nearer than five feet (5') on the opposite side, except that cornices, spouting chimneys and ornamental projections may extend two feet (2') nearer said property line.

ARTICLE XII

PARKING, STORAGE, AND EASEMENTS

No parking and/or storage of trailers, boats and/or vehicles which are not normally used as every-day transportation will be allowed on streets, Lots, driveways, backyard, or Common Areas, except where adequate screening has been previously provided and the Declarant has given its prior approval thereto. No overnight parking allowed on any streets within the property.

The Declarant reserves the right to locate, construct, erect, and maintain, or cause to be located, constructed, erected and maintained in and on the Common Areas and the areas indicated on the plat as easements, sewer and other pipeline conduits, poles, and wires, and any other method of conducting or performing any quasi-public utility or function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.

The Owner of any Lot abutting the Common Areas and who must, in order to avail himself of utilities enter and/or cross Common Areas, shall have an easement to do so provided that said Lot Owner shall use the most direct, feasible route in entering upon and crossing said Common Areas and shall restore the surface of the Common Areas so entered and/or crossed to its original condition, at the sole expense of the Lot Owner.

ARTICLE XIII

REARRANGING, RE-SUBDIVIDING OR RE-PLATTING

No rearranging, re-subdividing or re-platting may be done without the prior written consent of the Declarant.

ARTICLE XIV

ADVERTISING, SIGNS, BILLBOARDS, AND MISCELLANEOUS STRUCTURES

Only the "Selected Builders" who have been authorized to build speculative homes shall allow advertising on the Building Lot. Builders who are building a custom sold home and are not a "Selected Builder" can not have any signage or any form of advertising during the construction period, nor any real estate sign during the construction period, other than the sold signs 18" x 6" on white background. No more than two (2) standard size builder or real estate signs on any one Lot. Selected builder and real estate signs only.

No signs or billboards will be permitted upon any of the Lots except those advertising the sale or rental of any such property, provided that such signs do not exceed six square feet in area, or those for which written approval has been obtained in advance from the Declarant. With the prior written consent of the Declarant, signs will be permitted on the Common Areas for the purpose of identification, direction and ownership and may exceed six square feet in area. No builder and/or real estate signs are to ever be placed at or on the entrances of Belmont Farms.

Every outbuilding erected on any of said Lots shall be approved by Declarant in writing and shall correspond in style and architecture to the residence to which it is appurtenant. No outbuilding shall exceed 500 square feet in size. No garages or driveways are to be built to the back of a home for motor home storage.

No field offices are allowed on any builder owned lots, and/or any lot.

Outbuildings such as cabanas, greenhouses, playhouses, pergola, pool houses, and similar buildings erected on any said Lots shall be approved in writing in advance of construction, by the Declarant within thirty (30) days after submission.

ARTICLE XV

GENERAL

No tank for the storage of oil or other fluid may be maintained above the ground on any of the Lots.

No pergola or any detached structure or building for purely ornamental or other purposes shall be erected on any part of any Lot in front of the building limit line without the prior written consent of the Declarant.

The keeping or housing of poultry, cattle, horses, or other livestock, or any kind or character, is prohibited on any Lot or Block in Belmont Farms.

All rubbish, trash, and garbage shall be regularly removed from the Property and any lots, and shall not be allowed to accumulate thereon. Trash, garbage, and other waste shall not be kept except in sanitary containers. No trash, ashes or other refuse may be thrown or dumped on any Lot or Common Area in this section. All garbage and trash storage must be screened from the view of the public.

No garage or outbuilding on any Lot shall be used as a residence or living quarters. No attached garage may be converted to living quarters unless the garage (2 car or more) is replaced at the time of the remodel.

No house or outbuilding shall be moved to any Lot from another locality, without the prior consent of the Declarant. No building or other structure shall be constructed or maintained upon any Lot which would in any way impede natural drainage without the prior consent of the Declarant. No grading, scraping, excavation or other rearranging or puncturing of the surface of any Lot shall be commenced which will or may tend to interfere with, encroach upon or alter, disturb or damage any surface or subsurface utility line, wire or easement, or which will or may tend to disturb the minimum or maximum subsurface depth requirement of any utility line, pipe, wire or easement.

No drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons or water or combinations thereof shall be permitted without the prior written consent of the Declarant.

Each Owner of any Lot which abuts a Common Area and upon which abutting portion is erected a fence, building, structure, landscaping, bushes, hedges, trees or similar improvement along said common border, must maintain a strip one foot (1') in width parallel to facilitate the mowing of the Common Area by tractor or other similar mowing machine.

No outdoor clotheslines are permitted.

Basketball goals must be freestanding on the rear 50% of the building lot. No basketball goals to be supported from the dwelling unit.

No skateboard ramps may be constructed in any yard, driveway or Common Area.

Accessory structures including, but not limited to, exterior antennas, radio or television transmission or reception towers and discs, satellite reception antennas and the like shall not be constructed, placed or maintained in the front yard or side yard or on any part of a dwelling unit or garage in the Subdivision. Any such accessory structure shall also be in accordance with the ordinances and regulations of the City of Edmond. No accessory structure(s) will extend above 6' from ground level.

It is the intent of the Declarant that the Association maintain the Common Areas in there natural state and thereby preserve the natural beauty and limit the cost of upkeep. Every effort shall be made to preserve the natural state of the Properties and pursuant thereto Declarant shall have, and does hereby reserve the right to approve removal of all trees which are not directly located on Lots to be improved.

Each Owner of a Lot, when construction of improvements is finished or nearly finished thereon, shall construct a sidewalk on or abutting such Lot in strict accordance with the ordinances and regulations of the City of Edmond, provided, however, that such Owner shall, at his sole cost and expense, restore any portion of the Common Areas disrupted by such sidewalk construction.

Each Owner/Builder, at his sole cost and expense, shall be responsible to maintain erosion control and cut grass, brush or weeds on their Lot(s) throughout the construction process. Erosion control will be through means of silt fence, hay bales, seeding, sodding, etc. to keep silt, dirt, etc. out of the street and adjacent lots. Grass, brush and weed control will be through mowing or cutting of grass, brush or weeds from the silt fences or curbing to at least the tree line on the lot if such tree line exist. Grass, brush, and weeds during construction can be no higher than 12" in height. Upon notification from the Declarant or City of Edmond, Owner/Builder has seven (7) days to remedy the violation. If not remedied the Association may take remedial action and charge the owner the costs thereof.

ARTICLE XVI

ARCHITECTURAL CONTROL

At such time as the Class "B" memberships expire, an Architectural Review Committee consisting of three (3) persons shall be appointed by the Board. Replacements to this Board will be made by the Board of Directors, as they consider necessary.

The Architectural Review Committee shall regulate the external design, appearance, use, location and maintenance of the properties and of the improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

All construction plans for additions, new structures and exterior changes will be submitted to this Committee in writing for approval. If the Committee does not act within thirty (30) days, the structure may be considered approved.

ARTICLE XVII

RIGHT TO ENFORCE

The restrictions hereinsetforth shall run with the land and bind the present Owner, its successors and assigns, and all parties claiming by, through or under them, shall be taken to hold, agree and covenant with the Owners of said Lots, their successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said Lots and the construction of improvements thereon but no restriction herein set forth shall be personally binding on any corporation, person, or persons, except in respect to breaches committed during its, his or their ownership of title to said land, and the owner or owners of any of the above land shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to the ordinary legal action for damages; and failure of companies or owner or owners of any other Lot or Lots shown in this plat to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XVIII

RIGHT TO ASSIGN

The Declarant and/or the Developer may, by appropriate instrument, assign or convey to any person, organization or corporation, any or all of the rights, reservations, easements and privileges herein reserved by them, and upon such assignment or conveyance being made, its assigns 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 those directly reserved by them or it in the instrument.

ARTICLE XIX

JUDGEMENT CONCLUSIVE

The Declarant shall, in all cases, have the right to say and determine which of the front streets, side streets, rear and side property lines on any plot, and also the set-back from said lines necessary to conform to the requirements hereof, and also to approve and disapprove roofing materials to be used, and its judgement and determination thereof shall be final and binding on all parties. This section and the provisions contained hereinabove pertaining to written consent of the Declarant, and other rights and privileges of the Declarant, shall govern all of the Lots herein platted and upon conversion of the Class B membership to Class A membership all such consents, waivers or approvals require by Articles IX, X, XII, XV, XVII and XVIII shall be exercised by the Board of Directors of the Association or by a committee of three (3) persons appointed by the Board of Directors.

ARTICLE XX

DURATION

All of the restrictions as set forth herein shall continue and be binding upon DECLARANT, and upon its successors and assigns and all lot owners for a period of twenty-one (21) years from the date of this instrument, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that during the first twenty-one (21) year term if Class B membership has terminated the owners of nine-tenths (9/10ths) of the Lots and thereafter the Owners of three-fourths (3/4ths) of the Lots herein platted may by a written instrument signed by all of such persons, vacate or edify all or any part of this Declaration. Any such amendment must be filed of record.

ARTICLE XXI

SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, THE DECLARANT has set their hand and seal this 2nd day of March, 2020.

Belmont Farms, LLC

Gary D. Spencer, Manager

Dorothy Sadehy, Member

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Before me, the undersigned Notary Public, in and for said County and State, on this 2nd day of March, 2020, personally appeared Gary Spencer, Manager, Belmont Farms L.L.C., an Oklahoma Limited Liability Company, to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed of such officer, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Notary Public

KARLA A. KOSTER
NOTARY PUBLIC
IN AND FOR
STATE OF
OKLAHOMA
OKLAHOMA COUNTY

My Commission Expires:
04/01/21

Exhibit "A"

Belmont Villages I

A part of the Southwest Quarter (SW/4), Section Eleven (11), Township Fourteen (14) North, Range Three (3) West, I.M., Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southwest Corner of said Southwest Quarter (SW/4);

Thence South 88°33'45" East along the south line of said Southwest Quarter (SW/4), a distance of 500.00 feet to the point or place of beginning;

Thence North 00°55'33" East, a distance of 600.00 feet;

Thence North 88°33'45" West, a distance of 169.99 feet;

Thence North 00°55'33" East, a distance of 70.00 feet;

Thence South 42°02'36" East, a distance of 55.12 feet;

Thence South 88°33'45" East, a distance of 472.69 feet;

Thence North 45°01'32" East, a distance of 71.49 feet;

Thence North 00°55'33" East, a distance of 608.19 feet;

Thence North 60°00'18" West, a distance of 112.68 feet to a point of curve;

Thence northwesterly along said curve to the left with a radius of 194.57 feet for an arc length of 170.19 feet (the chord of said curve bears North 85°03'49" West for a distance of 164.82 feet);

Thence South 69°52'40" West, a distance of 106.78 feet to a point of curve;

Thence southwesterly along said curve to the right with a radius of 299.14 feet for an arc length of 74.89 feet (the chord of said curve bears South 77°02'59" West for a distance of 74.70 feet);

Thence North 00°53'03" East, a distance of 60.51 feet to a point of curve;

Thence northeasterly along said curve to the left with a radius of 239.14 feet for an arc length of 52.85 feet (the chord of said curve bears North 76°12'31" East for a distance of 52.74 feet);

Thence North 69°52'40" East, a distance of 47.26 feet;

Thence North 00°55'33" East, a distance of 250.59 feet;

Thence South 85°57'42" East, a distance of 441.12 feet;

Thence South 07°03'00" West, a distance of 217.28 feet;

Thence South 29°59'42" West, a distance of 50.00 feet;

Thence South 60°00'18" East, a distance of 50.00 feet;

Thence South 15°00'18" East, a distance of 35.36 feet;

Thence South 60°00'18" East, a distance of 20.00 feet to a point of curve;

Thence southeasterly along said curve to the right with a radius of 236.16 feet for an arc length of 213.31 feet (the chord of said curve bears South 34°07'43" East for a distance of 206.13 feet);

Thence South 08°15'09" East, a distance of 461.85 feet to a point of curve;

Thence southeasterly along said curve to the left with a radius of 226.75 feet for an arc length of 168.43 feet (the chord of said curve bears South 29°31'57" East for a distance of 164.59 feet);

Thence South 50°48'45" East, a distance of 68.25 feet;

Thence South 39°11'15" West, a distance of 60.00 feet;

Thence South 53°09'58" West, a distance of 156.87 feet;

Thence South 23°33'52" West, a distance of 73.42 feet;

Thence South 00°03'04" East, a distance of 83.65 feet;

Thence South 01°26'15" West, a distance of 188.74 feet to a point on the south line of said Southwest Quarter (SW/4);

Thence North 88°33'45" West along the south line of said Southwest Quarter (SW/4), a distance of 653.31 feet to the point or place of beginning.

PLAT

FILED: FEBUARY 2, 2000 at 11:13:34 AM
RECORDED: Book 59 Plats, Page 57

FINAL PLAT

BELMONT VILLAGES II

AN ADDITION TO THE CITY OF EDMOND
A Part of the SW 1/4 Sec. 11, T 14 N, R 3 W, I.M.
OKLAHOMA COUNTY, OKLAHOMA

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS that the undersigned, BELMONT FARMS, L.L.C., an Oklahoma Limited Liability Company, hereby certifies that it is the owner of the legal title and the only person, firm, or corporation having any legal right, title or interest in and to the land shown on the annexed map or plat of BELMONT VILLAGES I, an addition to the City of Edmond, being a subdivision of part of the SW1/4 of Section 11, T14N, R3W, I.M., Oklahoma County, Oklahoma, and do further certify:

THAT as the owner of the title to said land which is shown and described on the annexed plat of BELMONT VILLAGES I, does hereby dedicate the streets and avenues shown on said map or plat for the uses of the public, and their successors and assigns, and guarantee a clear title to said land and has caused the same to be released of all encumbrances so that the title is clear, except as shown in the Bonded Abstractor's Certificate hereon.

THAT the areas indicated on said plat as drainage and utility easements are hereby reserved for the purpose of locating, constructing, erecting, maintaining, conducting and performing any public or quasi-public utility function or service above or beneath the surface of the ground with rights of ingress and egress at any time for the purpose of installation, repair, maintenance, operation and removal of any such public or quasi-public utility.

SAID property covered by this plat and this dedication are subject to certain restrictions, reservations and covenants contained in a separate instrument which may be filed subsequent to the filing of the plat.

THAT the property platted herewith is subject to and a part of a Property Owners Association comprised of all lot owners within the BELMONT FARMS DEVELOPMENT and that Blocks D thru L as shown on the Plat of BELMONT VILLAGES I are Common Areas to be owned and maintained by said Property Owners Association. Said Common Areas have been reserved for drainage and stormwater detention facilities and for other uses as may be determined by said Association. The Property Owners Association is charged with the responsibility of maintaining all drainage swales and stormwater detention facilities located in Blocks D1, D2, and E thru L as may be required by the City of Edmond.

IN WITNESS WHEREOF, said Limited Liability Company has caused this instrument to be executed at Edmond, Oklahoma, this 12th day of January 2000.

BELMONT FARMS, L.L.C., an Oklahoma Limited Liability Company

Gary Spencer

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 12th day of January 2000, personally appeared GARY SPENCER, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written

NOTARY PUBLIC

My Commission Expires: [illegible]

COUNTY TREASURER'S CERTIFICATE

I, the undersigned, do hereby certify that I am the duly elected, qualified and acting County Treasurer of Oklahoma County, State of Oklahoma, and that the tax records of said County show all taxes are paid for the year 1999, and prior years, on the land shown on the annexed plat of BELMONT VILLAGES I, a subdivision of part of the SW1/4 of Section 11, T14N, R3W, I.M., Oklahoma County, Oklahoma, and that the required statutory security has been deposited in the office of the County Treasurer guaranteeing payment of the current year's taxes.

IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed in Oklahoma City, Oklahoma, on this 26th day of January 2000.

COUNTY TREASURER

CITY CLERK CERTIFICATE

I, the undersigned, City Clerk of the City of Edmond, Oklahoma, do hereby certify that I have examined the record of said City and find all deferred payments or unmatured instalments on special assessments have been paid in full and there is no special assessment procedure now pending against the land shown on the annexed plat of BELMONT VILLAGES I, being a subdivision of part of the SW1/4 of Section 11, T14N, R3W, I.M., Oklahoma County, Oklahoma, on the 10th day of January 2000.

CITY CLERK

CITY PLANNING COMMISSION APPROVAL

I, the undersigned, Chairman of the City Planning Commission of the City of Edmond, Oklahoma, do hereby certify that said Planing Commission duly approved the FINAL PLAT of BELMONT VILLAGES I, an addition to the City of Edmond, being a subdivision of part of the SW1/4 of Section 11, T14N, R3W, I.M., Oklahoma County, Oklahoma, on the 22nd day of September 2000.
1998.

CHAIRMAN

APPROVAL OF PLAT AND ACCEPTANCE OF DEDICATION BY CITY COUNCIL

Be it hereby resolved by the City Council of the City of Edmond, Oklahoma, that the annexed plat of BELMONT VILLAGES I, a subdivision of part of the SW1/4 of Section 11, T14N, R3W, I.M., Oklahoma County, Oklahoma, shown hereon is hereby approved and accepted.

ADOPTED by the City Council of the City of Edmond, Oklahoma this 18th day of January 2000.

MAYOR

CITY CLERK

FILED
2000 JAN 27 PM 12:02
CAROLYN CRUBELL
Oklahoma County Clerk
RECORDER AND FILED

SURVEYOR'S CERTIFICATE

I, G. Earnest Isch, a Registered Land Surveyor in the State of Oklahoma, do hereby certify that the annexed plat of BELMONT VILLAGES I, an addition to the City of Edmond, Oklahoma County, Oklahoma, correctly represents an accurate survey made under my supervision, and that the monuments shown thereon actually exist and are correctly shown.

G. Earnest Isch, R.L.S. #54

STATE OF OKLAHOMA) SS

COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 6th day of January 2000, personally appeared G. Earnest Isch, to me known to be the identical person who subscribed the name of the maker thereof and that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS MY HAND AND SEAL the day and year last above written.

NOTARY PUBLIC

My Commission Expires: December 11, 2002

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned duly qualified and lawfully bonded abstractor of titles in and for the County of Oklahoma, State of Oklahoma, hereby certifies that the records of said County show that the title to said land shown on the annexed plat of BELMONT VILLAGES I, and being a part of the SW1/4 of Section 11, T14N, R3W, I.M., Oklahoma County, Oklahoma, is vested in BELMONT FARMS, L.L.C., an Oklahoma Limited Liability Company, and that on the 6th day of January, 2000, there were no actions pending, or judgements of any nature in any Court, or on file with any Clerk of any Court in said County and State against said land or the owner thereof, and that the taxes are paid for 1999, and prior years, and that there are no outstanding tax sale certificates, tax deeds outside the chain of title relied on and that there are no liens, mortgages, easements, rights-of-way, oil and gas leases and mineral conveyances except those of record.

AMERICAN Eagle Title Insurance Company

BY: Vice President

ATTEST:

CURVE TABLE						
CURVE	RADIUS	DELTA	TANGENT	LENGTH	CHORD	BEARING
C-2	256.75'	42°33'36"	100.00'	190.77'	186.38'	N29°31'37"W
C-3	208.16'	51°48'08"	100.00'	188.21'	178.85'	S34°07'43"E
C-4	224.87'	50°07'03"	105.00'	196.43'	190.23'	S85°03'49"E
C-5B	288.14'	13°35'51"	32.00'	63.87'	63.72'	S76°40'35"W
C-6	348.84'	38°16'17"	120.00'	231.01'	226.74'	S72°18'08"W
C-7	45.73'	100°30'57"	55.00'	80.22'	70.33'	N51°11'02"E
C-8	40.81'	106°31'00"	55.00'	78.10'	69.54'	S25°07'55"E

This reproduction meets the requirements as outlined in Senate Bill 377, Section 518, as amended.

TRIANGLE/A&E, Inc.
P.O. BOX 304, OKLAHOMA CITY, 73101

OWNER

continued

LEGAL DESCRIPTION

A part of the SW1/4, Section 11, T14N, R3W, I.M., Oklahoma County, Oklahoma, being more particularly described as follows:

COMMENCING At the SW corner of said SW1/4;
THENCE S88°33'45"E along the South line of said SW1/4 a distance of 500.00 ft. to the POINT OR PLACE OF BEGINNING;
THENCE N00°55'33"E a distance of 600.00 ft.;
THENCE N88°33'45"W a distance of 189.89 ft.;
THENCE N00°55'33"E a distance of 70.00 ft.;
THENCE S42°02'36"E a distance of 55.12 ft.;
THENCE S88°33'45"E a distance of 472.69 ft.;
THENCE N45°01'32"E a distance of 71.49 ft.;
THENCE N00°55'33"E a distance of 808.19 ft.,
THENCE N80°00'18"W a distance of 112.68 ft. to a point of curve;
THENCE Northwesterly along said curve to the left with a radius of 194.57 ft. for an arc length of 170.19 ft. (the chord of said curve bears N85°03'49"W for a distance of 164.82 ft.);
THENCE S89°52'40"W a distance of 106.78 ft. to a point of curve;
THENCE Southwesterly along said curve to the right with a radius of 299.14 ft. for an arc length of 74.89 ft. (the chord of said curve bears S77°02'59"W for a distance of 74.70 ft.);
THENCE N00°53'03"E a distance of 60.51 ft. to a point of curve;
THENCE Northeasterly along said curve to the left with a radius of 239.14 ft. for an arc length of 52.85 ft. (the chord of said curve bears N76°12'31"E for a distance of 52.74 ft.);
THENCE N89°52'40"E a distance of 47.28 ft.;
THENCE N00°55'33"E a distance of 250.59 ft.;
THENCE S85°57'42"E a distance of 441.12 ft.;
THENCE S07°03'00"W a distance of 217.28 ft.;
THENCE S29°59'42"W a distance of 50.00 ft.;
THENCE S60°00'18"E a distance of 50.00 ft.;
THENCE S15°00'18"E a distance of 35.36 ft.;
THENCE S60°00'18"E a distance of 20.00 ft. to a point of curve;
THENCE Southeasterly along said curve to the right with a radius of 238.16 ft. for an arc length of 213.31 ft. (the chord of said curve bears S34°07'43"E for a distance of 206.13 ft.);
THENCE S08°15'09"E a distance of 481.85 ft. to a point of curve;
THENCE Southeasterly along said curve to the left with a radius of 226.75 ft. for an arc length of 168.43 ft. (the chord of said curve bears S29°31'57"E for a distance of 164.59 ft.);
THENCE S50°48'45"E a distance of 88.25 ft.;
THENCE S39°11'15"W a distance of 60.00 ft.;
THENCE S53°09'58"W a distance of 156.87 ft.;
THENCE S23°33'52"W a distance of 73.42 ft.;
THENCE S66°03'04"E a distance of 83.65 ft.;
THENCE S01°26'15"W a distance of 188.74 ft. to a point on the South line of said SW1/4;
THENCE N88°33'45"W along the South line of said SW1/4 a distance of 653.31 ft. to the POINT OR PLACE OF BEGINNING.

Said described tract contains 17.42 acres and is subject to easements and right-of-ways of record.

APPROVED: James A Kendall 1/11/00
CITY ENGINEER

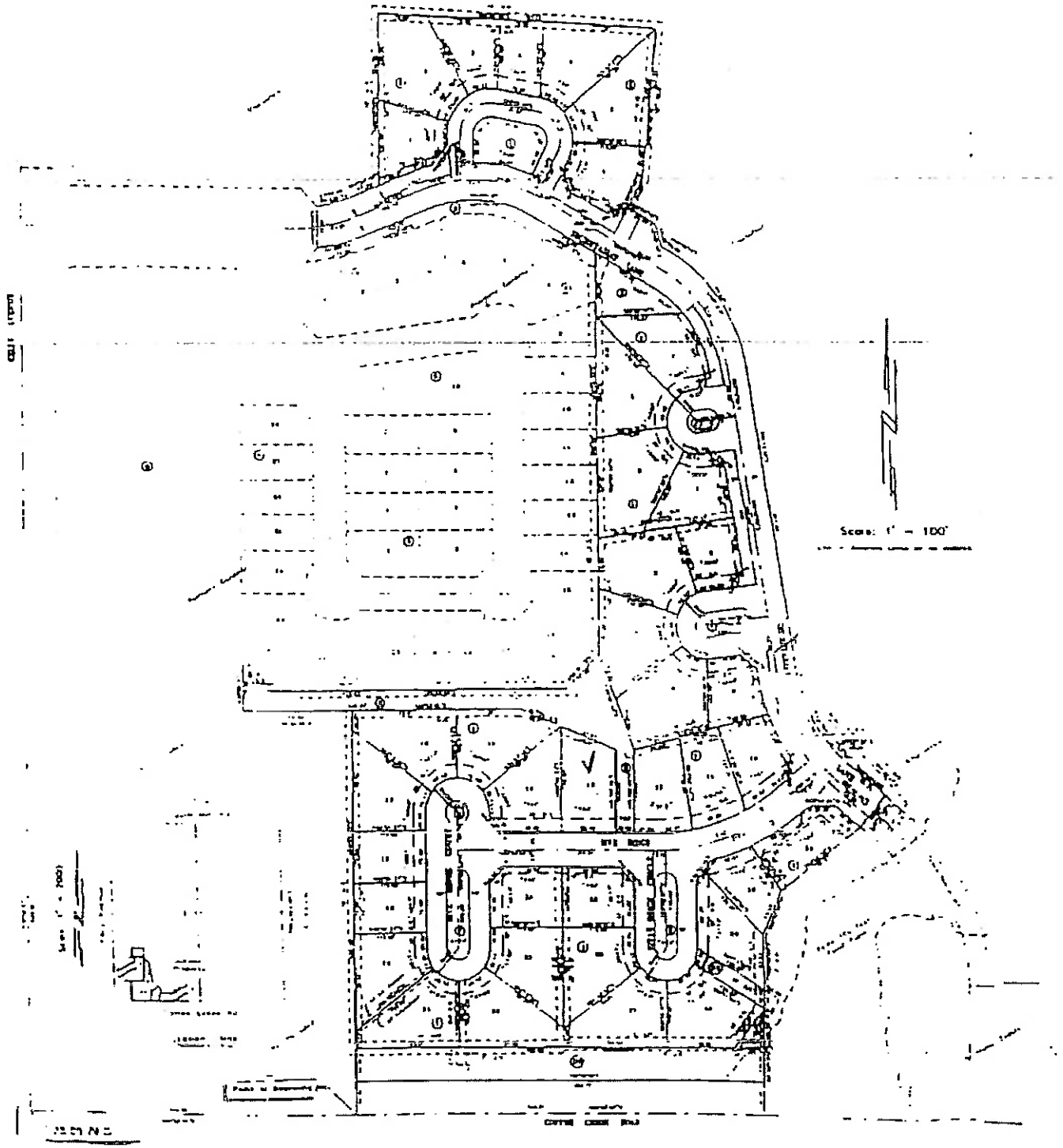
FINAL PLAT
Belmont Villages I
Sheet 1 of 1

G. EARNEST ISCH CONSULTING ENGINEER
2000 E. 15TH STREET - EDMOND - OKLAHOMA 73013
405 - 348 - 1183
CA No. 1139

FINAL PLAT

BELMONT VILLAGES II

AN ADDITION TO THE CITY OF EDMOND
A Part of the SW 1/4 Sec. 11, T 14 N, R 3 W, I.M
OKLAHOMA COUNTY, OKLAHOMA



OWNER | OWNER'S NOTARY | SURVEYOR | SURVEYOR'S NOTARY | ABSTRACTER | C

Exhibit "A"

Belmont Estates I

A part of the Southwest Quarter (SW/4), Section Eleven (11), Township Fourteen (14) North, Range Three (3) West, I.M., Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southwest Corner of said Southwest Quarter (SW/4);

Thence South 88°33'45" East along the south line of said Southwest Quarter, a distance of 1153.31 feet to the point of beginning;

Thence North 01°26'15" East, a distance of 188.74 feet;

Thence North 00°03'04" West, a distance of 83.65 feet;

Thence North 23°33'52" East, a distance of 73.42 feet;

Thence North 53°09'58" East, a distance of 156.87 feet;

Thence North 39°11'15" East, a distance of 80.00 feet;

Thence South 50°48'46" East, a distance of 31.72 feet to a point of curve;

Thence southeasterly along said curve to the right with a radius of 335.85 feet for an arc length of 256.25 feet (the chord of said curve bears South 28°57'16" East for a distance of 250.08 feet);

Thence South 46°46'09" East, a distance of 37.27 feet;

Thence South 88°33'45" East, a distance of 74.99 feet to a point of curve;

Thence northeasterly along said curve to the left with a radius of 173.75 feet for an arc length of 132.98 feet (the chord of said curve bears North 69°30'42" East for a distance of 129.76 feet) to a point of reverse curve;

Thence northeasterly along said reverse curve to the right with a radius of 535.76 feet for an arc length of 186.89 feet (the chord of said curve bears North 57°34'45" East for a distance of 185.95 feet);

Thence North 67°34'21" East, a distance of 94.23 feet to a point of curve;

Thence northeasterly along said curve to the right with a radius of 269.21 feet for an arc length of 108.73 feet (the chord of said curve bears North 79°08'37" East for a distance of 108.00 feet);

Thence South 89°17'07" East, a distance of 213.77 feet;

Thence North 45°42'53" East, a distance of 35.36 feet;

Thence North 00°42'53" East, a distance of 75.00 feet;

Thence South 89°17'07" East, a distance of 180.00 feet;

Thence South 00°42'53" West, a distance of 62.01 feet;

Thence South 89°17'07" East, a distance of 206.55 feet;

Thence South 00°42'53" West, a distance of 484.09 feet to a point on the south line of said Southwest Quarter (SW/4);

Thence North 88°33'45" West along the south line of said Southwest Quarter (SW/4), a distance of 1537.12 feet to the point of beginning.

270

PLAT

FILED: Feb. 2, 2000 at 12:25 PM
RECORDED: Book 59 Plats, Page 55

BELMONT ESTATES II

AN ADDITION TO THE CITY OF EDMOND
A Part of the SW 1/4 Sec. 11, T 14 N, R 3 W, I.M.
OKLAHOMA COUNTY, OKLAHOMA

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS that the undersigned, BELMONT FARMS, L.L.C., an Oklahoma Limited Liability Company, hereby certifies that it is the owner of the legal title and the only person, firm, or corporation having any legal right, title or interest in and to the land shown on the annexed map or plat of BELMONT ESTATES I, an addition to the City of Edmond, being a subdivision of part of the SW1/4 of Section 11, T14N, R3W, I.M., Oklahoma County, Oklahoma, and do further certify:

THAT as the owner of the title to said land which is shown and described on the annexed plat of BELMONT ESTATES I, does hereby dedicate the streets and avenues shown on said map or plat for the uses of the public, and their successors and assigns, and guarantee a clear title to said land and has caused the same to be released of all encumbrances so that the title is clear, except as shown in the Bonded Abstractor's Certificate hereon.

THAT the areas indicated on said plat as drainage and utility easements are hereby reserved for the purpose of locating, constructing, erecting, maintaining, conducting and performing any public or quasi-public utility function or service above or beneath the surface of the ground with rights of ingress and egress at any time for the purpose of installation, repair, maintenance, operation and removal of any such public or quasi-public utility.

SAID property covered by this plat and this dedication are subject to certain restrictions, reservations and covenants contained in a separate instrument which may be filed subsequent to the filing of the plat.

THAT the property platted herewith is subject to and a part of a Property Owners Association comprised of all lot owners within the BELMONT FARMS DEVELOPMENT and that Blocks A, B, C and D as shown on the Plat of BELMONT ESTATES I are Common Areas to be owned and maintained by said Property Owners Association. Said Common Areas have been reserved for drainage and stormwater detention facilities and for other uses as may be determined by said Association. The Property Owners Association is charged with the responsibility of maintaining all drainage swales and stormwater detention facilities located in Blocks A, B, C and D as may be required by the City of Edmond.

IN WITNESS WHEREOF, said Limited Liability Company has caused this instrument to be executed at Edmond, Oklahoma, this 12th day of January 2000.

BELMONT FARMS, L.L.C., an Oklahoma Limited Liability Company

Gary J. Spencer

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 12th day of January 2000, personally appeared GARY SPENCER, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

-continued-

Given under my hand and seal the day and year last above written

NOTARY PUBLIC

My Commission Expires: 02/10/01

SURVEYOR'S CERTIFICATE

I, G. Earnest Isch, a Registered Land Surveyor in the State of Oklahoma, do hereby certify that the annexed plat of BELMONT ESTATES I, an addition to the City of Edmond, Oklahoma, County, Oklahoma, correctly represents an accurate survey made under my supervision, and that the monuments shown thereon actually exist and are correctly shown.

G. Earnest Isch, R.L.S. #54

STATE OF OKLAHOMA) SS

COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of January 2000, personally appeared G. Earnest Isch, to me known to be the identical person who subscribed the name of the maker thereof and that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS MY HAND AND SEAL the day and year last above written.

NOTARY PUBLIC

My Commission Expires: December 11, 2000

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned duly qualified and lawfully bonded abstractor of titles in and for the County of Oklahoma, State of Oklahoma, hereby certifies that the records of said County show that the title to said land shown on the annexed plat of BELMONT ESTATES I, and being a part of the SW1/4 of Section 11, T14N, R3W, I.M., Oklahoma County, Oklahoma, is vested in BELMONT FARMS, L.L.C., an Oklahoma Limited Liability Company, and that on the 6th day of January, 2000, there were no actions pending, or judgements of any nature in any Court, or on file with any Clerk of any Court in said County and State against said land or the owner thereof, and that the taxes are paid for 1999, and prior years, and that there are no outstanding tax sale certificates, tax deeds outside the chain of title relied on, and that there are no liens, mortgages, easements, rights-of-way, oil and gas leases and mineral conveyances except those of record.

AMERICAN EAGLE TITLE INSURANCE COMP.

BY: VICE PRESIDENT

ATTEST:

-continued-

COUNTY TREASURER'S CERTIFICATE

I, the undersigned, do hereby certify that I am the duly elected, qualified and acting County Treasurer of Oklahoma County, State of Oklahoma, and that the tax records of said County show all taxes are paid for the year 1999, and prior years, on the land shown on the annexed plat of BELMONT ESTATES I, a subdivision of part of the SW1/4 of Section 11, T14N, R3W, I.M., Oklahoma County, Oklahoma, and that the required statutory security has been deposited in the office of the County Treasurer guaranteeing payment of the current year's taxes.

IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed in Oklahoma City, Oklahoma, on this 26 day of Jan 2000.

COUNTY TREASURER

CITY CLERK CERTIFICATE

I, the undersigned, City Clerk of the City of Edmond, Oklahoma, do hereby certify that I have examined the record of said City and find all deferred payments or unmatured instalments on special assessments have been paid in full and there is no special assessment procedure now pending against the land shown on the annexed plat of BELMONT ESTATES I, being a subdivision of part of the SW1/4 of Section 11, T14N, R3W, I.M., Oklahoma County, Oklahoma, on the 10th day of January 2000.

CITY CLERK

CITY PLANNING COMMISSION APPROVAL

I, the undersigned, Chairman of the City Planning Commission of the City of Edmond, Oklahoma, do hereby certify that said Planing Commission duly approved the FINAL PLAT of BELMONT ESTATES I, an addition to the City of Edmond, being a subdivision of part of the SW1/4 of Section 11, T14N, R3W, I.M., Oklahoma County, Oklahoma, on the 2nd day of March 2000. 1999.

CHAIRMAN

APPROVAL OF PLAT AND ACCEPTANCE OF DEDICATION BY CITY COUNCIL

Be it hereby resolved by the City Council of the City of Edmond, Oklahoma, that the annexed plat of BELMONT ESTATES I, a subdivision of part of the SW1/4 of Section 11, T14N, R3W, I.M., Oklahoma County, Oklahoma, shown hereon is hereby approved and accepted.

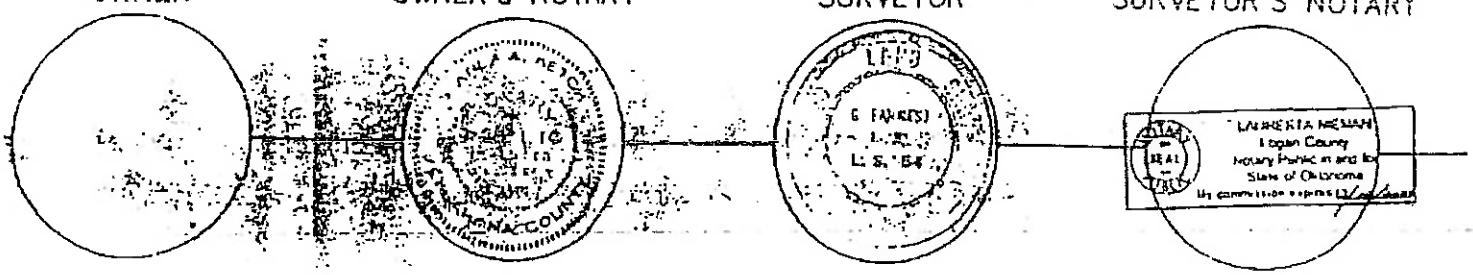
ADOPTED by the City Council of the City of Edmond, Oklahoma this 10th day of January 2000.

MAYOR

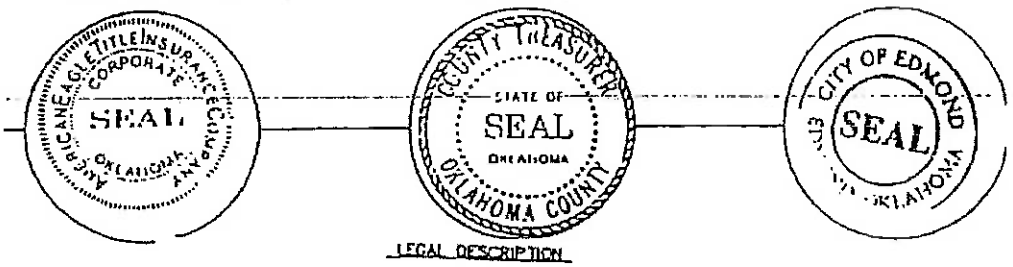
CITY CLERK

-continued-

OWNER OWNER'S NOTARY SURVEYOR SURVEYOR'S NOTARY



ABSTRACTER COUNTY CITY



LEGAL DESCRIPTION

A part of the SW1/4, Section 11, T14N, R3W, I.M., Oklahoma County, Oklahoma, being more particularly described as follows:

COMMENCING At the SW corner of said SW1/4;
THENCE S88°33'45"E along the South line of said SW1/4 a distance of 1133.31 ft. to the POINT OF BEGINNING;
THENCE N01°26'15"E a distance of 188.74 ft.;
THENCE N00°03'04"W a distance of 63.85 ft.;
THENCE N23°33'52"E a distance of 73.42 ft.;
THENCE N53°09'58"E a distance of 156.87 ft.;
THENCE N39°11'15"E a distance of 66.00 ft.;
THENCE S50°48'46"E a distance of 31.72 ft. to a point of curve;
THENCE Southeasterly along said curve to the right with a radius of 335.85 ft. for an arc length of 258.25 ft. (the chord of said curve bears S28°37'16"E for a distance of 250.08 ft.);
THENCE S46°48'09"E a distance of 37.27 ft.;
THENCE S88°33'45"E a distance of 74.89 to a point of curve;
THENCE Northeasterly along said curve to the left with a radius of 173.75 ft. for an arc length of 132.98 ft. (the chord of said curve bears N69°30'42"E for a distance of 129.76 ft.) to a point of reverse curve;
THENCE Northeasterly along said reverse curve to the right with a radius of 535.76 ft. for an arc length of 188.89 ft. (the chord of said curve bears N57°34'45"E for a distance of 185.95 ft.);
THENCE N67°34'21"E a distance of 94.23 to a point of curve;
THENCE Northeasterly along said curve to the right with a radius of 289.21 ft. for an arc length of 108.73 ft. (the chord of said curve bears N78°08'37"E for a distance of 108.00 ft.);
THENCE S88°17'07"E a distance of 213.77 ft.;
THENCE N45°42'53"E a distance of 35.36 ft.;
THENCE N00°42'53"E a distance of 75.00 ft.;
THENCE S89°17'07"E a distance of 180.00 ft.;
THENCE S00°42'53"W a distance of 82.01 ft.;
THENCE S89°17'07"E a distance of 206.55 ft.;
THENCE S00°42'53"W a distance of 484.09 ft. to a point on the South line of said SW1/4;
THENCE N88°33'45"W along the South line of said SW1/4 a distance of 1537.12 ft. to the POINT OF BEGINNING.

Said described tract contains 14.26 acres and is subject to easements and right-of-ways of record.

APPROVED: James Wendell 1/4/00
CITY ENGINEER

-continued-

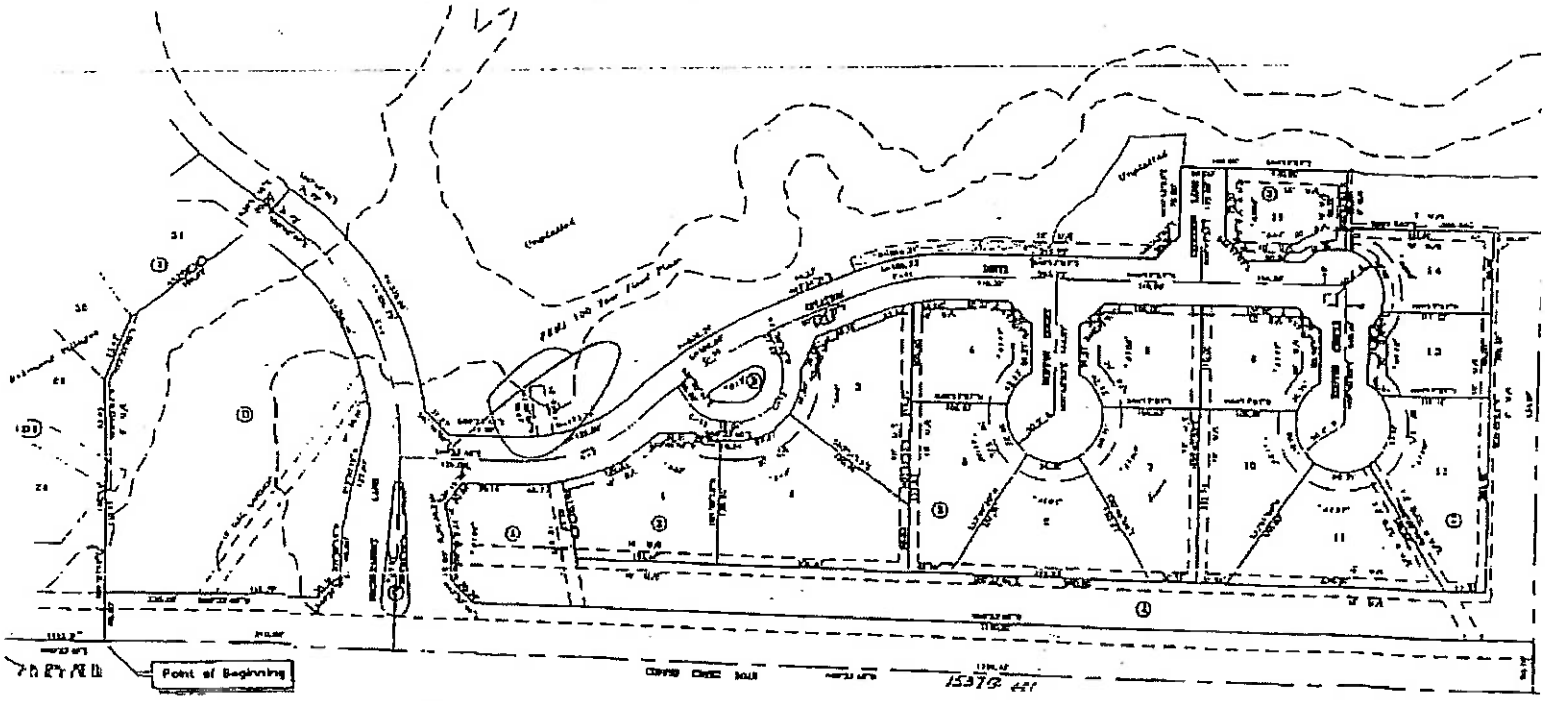
PLAT, continued page 5

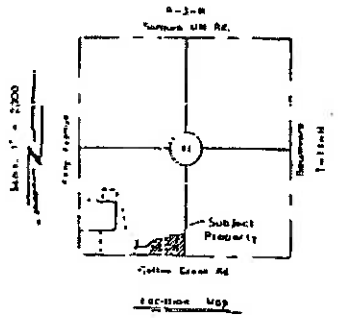
FINAL PLAT
Belmont Estates I
Sheet 1 of 1

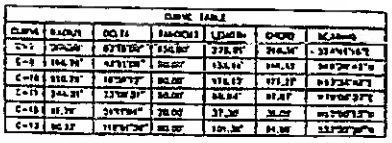
G. EARNEST ISCH CONSULTING ENGINEER
2000 E. 15TH STREET - EDMOND - OKLAHOMA 73013
405 - 348 - 1183
CA NO 1135

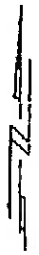
This reproduction meets the requirements as outlined in Senate Bill 377, Section 518, as amended.

TRIANGLE/A & E, Inc.
P.O. BOX 306, OKLAHOMA CITY, 73101









Scale: 1" = 100'

Exhibit "A"

Belmont Gardens I

A part of the Southwest Quarter (SW/4), Section Eleven (11), Township Fourteen (14) North, Range Three (3) West, I.M., Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southwest Corner of said Southwest Quarter (SW/4);

Thence North 00°55'33" East along the west line of said Southwest Quarter (SW/4), a distance of 600.00 feet to the point or place of beginning;

Thence continuing North 00°55'33" East along the west line, a distance of 805.00 feet;

Thence south 89°04'27" East, a distance of 50.00 feet;

Thence South 44°04'27" East, a distance of 35.36 feet;

Thence South 89°04'27" East, a distance of 355.00 feet;

Thence South 00°55'33" West, a distance of 4.79 feet;

Thence South 46°45'21" East, a distance of 33.65 feet;

Thence South 00°53'03" West, a distance of 60.51 feet to a point of non-tangent curve;

Thence northeasterly along said curve to the left with a radius of 299.14 feet for an arc length of 74.89 feet (the chord of said curve bears North 77°02'59" East, for a distance of 74.70 feet);

Thence North 69°52'40" East, a distance of 106.78 feet to a point of curve;

Thence southeasterly along said curve to the right with a radius of 194.57 feet for an arc length of 170.19 feet (the chord of said curve bears South 85°03'49" East for a distance of 164.82 feet);

Thence South 60°00'18" East, a distance of 112.68 feet;

Thence South 00°55'33" West, a distance of 608.19 feet;

Thence South 45°01'32" West, a distance of 71.49 feet;

Thence North 88°33'45" West, a distance of 472.69 feet;

Thence North 42°02'36" West, a distance of 55.12 feet;

Thence South 00°55'33" West, a distance of 70.00 feet;

Thence North 88°33'45" West, a distance of 330.01 to the point or place of beginning.

VACATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
BELMONT GARDENS 1, A RESIDENTIAL COMMUNITY OF
BELMONT FARMS ADDITION

The following instrument is set forth to vacate the Declaration of Covenants, Conditions and Restrictions for Belmont Gardens 1, a residential community of the Belmont Farms Addition, which was first recorded and filed on February 29, 2000 in Book 7787 Page 1100 (See Exhibit A) and subsequently amended and filed on March 3, 2000 in Book 7790 Page 1913 (See Exhibit B).

THIS DECLARATION, made on this 3 day of October, 2002, by Belmont Farms, a Limited Liability Company, organized under and existing by virtue of the laws of the State of Oklahoma, hereinafter referred to as "DECLARANT".

WITNESSETH

WHEREAS, DECLARANT is the owner of certain real property located in the City of Edmond, Oklahoma County, State of Oklahoma, which is more particularly described as:

Belmont Gardens 1
(See Exhibit C)

This document hereby nullifies, voids, and makes the Declaration of Covenants, Conditions and Restrictions and the By-laws for Belmont Gardens 1, a residential community of the Belmont Farms Addition unenforceable.

IN WITNESS WHEREOF, THE DECLARANT has set their hand and seal this 3 day of Oct., 2002

Belmont Farms, LLC

Dorothy Sadeghy

Dorothy Sadeghy, Co-Manager, Belmont Farms, LLC

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Before me, the undersigned Notary Public, in and for said County and State, on this 3 day of Oct, 2002 personally appeared Dorothy Sadeghy, Co-Manager, Belmont Farms L.L.C., an Oklahoma Limited Liability Company, to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed of such officer, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Julie K. T

Notary Public

My Commission Expires: July 21, 03

WHEN RECORDED MAIL TO
NAME Belmont Farms
ADDRESS P.O. Box 12
CITY & STATE Edmond, OK 73083

Doc # 2002151657
Bk 8580 Pg 754-757
DATE 10/03/02 16:22:41
Filing Fee $19.00
Documentary Tax $0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

Karla
Lawyers Title of Oklahoma City, Inc.
Lawyers Title Building - Suite 100
1141 North Robinson
Oklahoma City, OK 73103

BOOK 7787 PAGE 1100

DOC NUMBER 2000024366
BK 7787 PG 1160-1118
DATE 02/29/00 12:26:09
FILING FEE $44.00
DOC TAX $0.00
CAROLYNN CAUDILL
Oklahoma County Clerk
RECORDED AND FILED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
BELMONT FARMS, A RESIDENTIAL COMMUNITY
Belmont Farms Gardens 1 Addition

THIS DECLARATION, made on this 24th day of Feb, 2000, by Belmont Farms, a Limited Liability Company, organized under and existing by virtue of the laws of the State of Oklahoma, hereinafter referred to as "DECLARANT".

WITNESSETH

WHEREAS, DECLARANT is the owner of certain real property located in the City of Edmond, Oklahoma County, State of Oklahoma, which is more particularly described as:

See Exhibit "A"
Belmont Farms Gardens I

AND WHEREAS, it is the purpose of this Declaration to cause said real property to be surveyed and platted, in stages under the name of BELMONT FARMS GARDENS I, A Residential Community, hereinafter referred to as "BELMONT FARMS GARDENS I", as a subdivision and to create and include as part thereof permanent open areas at the entrance with improvements, landscaping, fencing and signage erected or to be erected thereon, and other common facilities for the benefit of this particular community;

AND WHEREAS, DECLARANT desires to provide for the preservation of the values and amenities in said community and the upkeep, maintenance, improvement and administration of the community and its open areas, and all improvements now existing or hereafter erected thereon and to establish an entity and agency for such purpose and, in addition, to collect and disburse the assessments and charges hereafter created;

AND WHEREAS, there will be incorporated under the laws of the State of Oklahoma, as a non-profit corporation, an entity to be known as Belmont Farms Gardens Homeowner' Association, Inc., for the purpose of exercising the aforementioned functions;

NOW THEREFORE, DECLARANT hereby declares that the real property described in Article III hereof is and shall be held, sold, conveyed and occupied subject to the conditions, covenants, restrictions, dedications, easements, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These covenants and restrictions shall run with the real property and shall be binding on all parties having or acquiring any right, title or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. The following words, when used in this Declaration or any Supplemental Declaration (unless the context shall so prohibit), shall have the following meanings:

A. "Association" shall mean and refer to Belmont Farms Gardens Homeowner's Association, Inc., a non-profit corporation to be incorporated under the laws of the State of Oklahoma, its successors and assigns.

15/44

Lawyers Title of Oklahoma City, Inc.
Lawyers Title Bldg., Suite 100
1141 N. Robinson
Okla. City, Ok. 73103
LawyersTitle

BOOK 7790 PAGE 1913

(Corrected)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
BELMONT FARMS, A RESIDENTIAL COMMUNITY
Belmont Gardens 1
Correction of Covenants, Conditions and Restrictions Recorded in Book 7787, Page 1100, To Attached Exhibit "A"

THIS DECLARATION, made on this _1st_day of March 2000, by Belmont Farms, a Limited Liability Company, organized under and existing by virtue of the laws of the State of Oklahoma, hereinafter referred to as "DECLARANT".

WITNESSETH

WHEREAS, DECLARANT is the owner of certain real property located in the City of Edmond, Oklahoma County, State of Oklahoma, which is more particularly described as:

See Exhibit "A"
Belmont Gardens I

AND WHEREAS, it is the purpose of this Declaration to cause said real property to be surveyed and platted, in stages under the name of BELMONT GARDENS I, A Residential Community, hereinafter referred to as "BELMONT GARDENS I", as a subdivision and to create and include as part thereof permanent open areas at the entrance with improvements, landscaping, fencing and signage erected or to be erected thereon, and other common facilities for the benefit of this particular community;

AND WHEREAS, DECLARANT desires to provide for the preservation of the values and amenities in said community and the upkeep, maintenance, improvement and administration of the community and its open areas, and all improvements now existing or hereafter erected thereon and to establish an entity and agency for such purpose and, in addition, to collect and disburse the assessments and charges hereafter created;

AND WHEREAS, there will be incorporated under the laws of the State of Oklahoma, as a non-profit corporation, an entity to be known as Belmont Gardens 1 Homeowner' Association, Inc., for the purpose of exercising the aforementioned functions;

NOW THEREFORE, DECLARANT hereby declares that the real property described in Article III hereof is and shall be held, sold, conveyed and occupied subject to the conditions, covenants, restrictions, dedications, easements, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These covenants and restrictions shall run with the real property and shall be binding on all parties having or acquiring any right, title or any part thereof, and shall inure to the benefit of each owner thereof.

DOC NUMBER 2000026773
BK 7790 PG 1913-1932
DATE 03/03/00 14:34:57
FILING FEE $46.00
DOC TAX $0.00
CAROLYNN CAUDILL
Oklahoma County Clerk
RECORDED AND FILED

ARTICLE I

DEFINITIONS

Section 1. The following words, when used in this Declaration or any Supplemental Declaration (unless the context shall so prohibit), shall have the following meanings:

A. "Association" shall mean and refer to Belmont Gardens 1 Homeowner's Association, Inc., a non-profit corporation to be incorporated under the laws of the State of Oklahoma, its successors and assigns.

Charlie/DT

20
Hle

Exhibit "C" to Vacation of Garden
Book 8580 Page 767

BOOK 7790 PAGE 1912

Exhibit "A"

Belmont Gardens I

A part of the Southwest Quarter (SW/4), Section Eleven (11), Township Fourteen (14) North, Range Three (3) West, I.M., Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southwest Corner of said Southwest Quarter (SW/4);

Thence North 00°55'33" East along the west line of said Southwest Quarter (SW/4), a distance of 600.00 feet to the point or place of beginning;

Thence continuing North 00°55'33" East along the west line, a distance of 805.00 feet;

Thence south 89°04'27" East, a distance of 50.00 feet;

Thence South 44°04'27" East, a distance of 35.36 feet;

Thence South 89°04'27" East, a distance of 355.00 feet;

Thence South 00°55'33" West, a distance of 4.79 feet;

Thence South 46°45'21" East, a distance of 33.65 feet;

Thence South 00°53'03" West, a distance of 60.51 feet to a point of non-tangent curve;

Thence northeasterly along said curve to the left with a radius of 299.14 feet for an arc length of 74.89 feet (the chord of said curve bears North 77°02'59" East, for a distance of 74.70 feet);

Thence North 69°52'40" East, a distance of 106.78 feet to a point of curve;

Thence southeasterly along said curve to the right with a radius of 194.57 feet for an arc length of 170.19 feet (the chord of said curve bears South 85°03'49" East for a distance of 164.82 feet);

Thence South 60°00'18" East, a distance of 112.68 feet;

Thence South 00°55'33" West, a distance of 608.19 feet;

Thence South 45°01'32" West, a distance of 71.49 feet;

Thence North 88°33'45" West, a distance of 472.69 feet;

Thence North 42°02'36" West, a distance of 55.12 feet;

Thence South 00°55'33" West, a distance of 70.00 feet;

Thence North 88°33'45" West, a distance of 330.01 to the point or place of beginning.

3141 North Robinson
Oklahoma City, OK 73103

AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELMONT FARMS, A RESIDENTIAL COMMUNITY EDMOND, OKLAHOMA COUNTY, OKLAHOMA

Whereas, on February 29, 2000, there was filed in the Office of the County Clerk of Oklahoma County, a certain Declaration of Covenants, Conditions and Restrictions for Belmont Farms, Edmond, Oklahoma, recorded in Book 7787, pages 1082 - 1099.

Whereas, we the undersigned Belmont Farms Owners, herewith desire to amend the following Declarations to include the following:

ARTICLE X

ARCHITECTURE, SIZE, MATERIAL, PLOTTING, AND FENCING

Addition to Section 9 – Fencing

All Cedar fencing of shadow box design with 1"x6"x6' cedar boards not to exceed 4" air space between each board, 3-2"x4" cedar runners which have been installed on 2 3/8"xB'ss20 galvanized steel post with 3 steel post flanges, 12 - 1/4"x1 ¼ zinc lag screws and 1-2 3/8 dome caps per posts. Posts should be no higher than 6' in height. All Cedar wood fencing must be 2" above grade level. Homeowner will be required to maintain and/or make repairs to fencing if necessary. Approval must be obtained from the Declarant for the installation of all cedar fencing.

Joe Burton, BurCo Homes, LLC, Owner
Block 1 Lot 13, Lot 17, Lot 23
Block 4 Lot 23, Lot 24

Don Chesser, Don Chesser Homes, Inc., Owner
Block 1 Lot 11, Lot 12, Lot 24
Block 3 Lot 3
Block 4 Lot 17

Randal Duncan, RGB Building Company, Owner
Block 1 Lot 18, Lot 25
Block 3 Lot 2, Lot 15
(See Attached "Exhibit A")
Block 5 Lot 7

Jim Knight, Knight Properties, Inc., Owner
Block 1 Lot 7, Lot 16, Lot 19, Lot 20
Block 4 Lot 6

Doc # 2001028979
Bk 8023
Pg 268 — 270
DATE 02/28/01 15:34:00
Filing Fee $12.00
Documentary Tax $0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

3

Feb-26-01 04:22P Fisher P.01

Calvin Vorderlandwehr, C.C. Vorderlandwehr, Inc., Owner
Block 1 Lot 8, Lot 14, Lot 29
Block 4 Lot 16, Lot 22

Gary D. Spencer, Belmont Farms, LLC Manager

Dorothy Sadeghy, Belmont Farms, LLC Manager

STATE OF OKLAHOMA)
):
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me, the undersigned Notary Public, on this 22nd day of February, 2001, by Joe Burton, Don Chesser, Randol Duncan, Jim Knight, Calvin Vorderlandwehr, Owners, and Gary D. Spencer and Dorothy Sadeghy, Belmont Farms, LLC Managers.

Notary Public

My Commission Expires:
04/01/01

Return to: _____