

Filed May 31, 2006, at 10:24 A.M.
Recorded Book 9 Plats, Page 4

FINAL PLAT
OF
BELLA TERRA SECTION 1

A PART OF THE S1/2, SECTION 34, T15N, R2W.I.M.,
LOGAN COUNTY, OKLAHOMA

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTH HALF (S1/2) OF SECTION THIRTY-FOUR (34), TOWNSHIP FIFTEEN NORTH (T-15-N), RANGE TWO WEST (R-2-W) OF THE INDIAN MERIDIAN, LOGAN COUNTY, OKLAHOMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 34; THENCE S 89°54'33" E ALONG THE SOUTH LINE OF SAID SECTION 34 FOR A DISTANCE OF 1,327.89 FEET TO THE POINT OF BEGINNING; THENCE N 00°05'42" E FOR A DISTANCE OF 2,638.67 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTH HALF; THENCE S 89°51'40" E ALONG SAID NORTH LINE FOR A DISTANCE OF 1,320.79 FEET; THENCE S 00°03'34" E FOR A DISTANCE OF 250.00 FEET; THENCE S 89°51'40" E FOR A DISTANCE OF 27.47 FEET; THENCE S 07°08'48" E FOR A DISTANCE OF 348.79 FEET; THENCE N 69°48'20" E FOR A DISTANCE OF 16.28 FEET; THENCE S 20°11'40" E FOR A DISTANCE OF 275.00 FEET; THENCE S 69°48'20" W FOR A DISTANCE OF 12.66 FEET; THENCE S 20°11'40" E FOR A DISTANCE OF 153.30 FEET; THENCE S 69°48'20" W FOR A DISTANCE OF 20.00 FEET; THENCE S 62°23'12" W FOR A DISTANCE OF 206.79 FEET; THENCE S 69°48'20" W FOR A DISTANCE OF 20.48 FEET; THENCE S 00°03'34" E FOR A DISTANCE OF 1,530.88 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 34; THENCE N 89°54'33" W ALONG SAID SOUTH LINE FOR A DISTANCE OF 1,327.91 FEET TO THE POINT OF BEGINNING. CONTAINING 3,585,625.98 SQUARE FEET OR 82.3146 ACRES, MORE OR LESS.

NOTES:

1. ALL COMMON AREAS AND STREETS, INCLUDING ISLANDS AND/OR MEDIANS WITHIN STREET RIGHT-OF-WAYS ARE TO BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION.
2. ALL PRIMARY STRUCTURES WITHIN BELLA TERRA SECTION 1 WILL BE CONSTRUCTED USING A MINIMUM OF CLASS "C" ROOFING MATERIAL.
3. CENTERLINE OF ROADWAY MONUMENTS ARE TO BE AS FOLLOWS: MAG NAILS WITH SHINER FOR ASPHALT PAVING, CUT "X" FOR CONCRETE PAVING
4. PROPERTY CORNER MONUMENTS ARE TO BE AS FOLLOWS: 1/2" IRON BARS WITH PLASTIC CAP
5. BASIS OF BEARINGS IS ASSUMED THAT THE NORTH BOUNDARY LINE OF THE SOUTH HALF (S1/2) OF SAID SECTION 34 IS S 89°51'40" E.

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT M&R LAND DEVELOPMENT COMPANY, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS OF AND THE ONLY PERSONS, FIRMS OR CORPORATION HAVING ANY RIGHT, TITLE OR INTEREST IN AND TO THE LAND SHOWN ON THE ANNEXED PLAT, AND THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED, AND THAT THEY HEREBY DEDICATE ALL THE PRIVATE STREETS AND EASEMENTS SHOWN HEREON TO THE BELLA TERRA HOMEOWNER'S ASSOCIATION, FOR THE

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PURPOSES OF STREETS, UTILITIES, AND DRAINAGE, FOR THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGN FOREVER, AND HAVE CAUSED THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES SO THAT THE TITLE IS CLEAR, EXCEPT AS SHOWN IN THE ABSTRACTOR'S CERTIFICATE.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED THIS 30 DAY OF May, 2006. COVENANTS, RESERVATIONS, AND RESTRICTIONS FOR THIS ADDITION ARE CONTAINED IN A SEPARATE INSTRUMENT.

M&R DEVELOPMENT COMPANY, L.L.C.

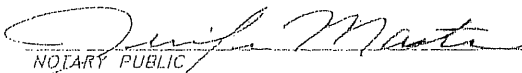

MARTIN TEUSCHER, MANAGER

STATE OF OKLAHOMA }
COUNTY OF LOGAN }

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS 30 DAY OF May, 2006, PERSONALLY APPEARED MARTIN TEUSCHER, MANAGER OF M&R DEVELOPMENT COMPANY, L.L.C., TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO EXECUTED THE WITHIN AND FORGOING INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES HEREIN SET FORTH.

MY COMMISSION EXPIRES: 10-5-09
MY COMMISSION NUMBER: 05009314

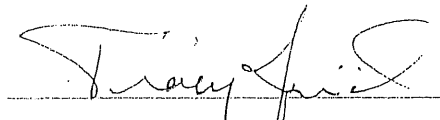


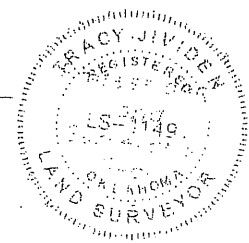

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, TRACY JIVIDEN, A REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT THE FINAL PLAT OF BELLA TERRA SECTION 1, CONSISTING OF ONE SHEET, CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE 24TH DAY OF MARCH, 2006. THIS SURVEY MEETS THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYORS AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS; AND THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE II SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.

MAY 23, 2006

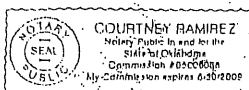

TRACY JIVIDEN, O.L.S. 1149

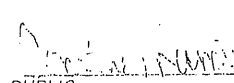


STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA }

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 23RD DAY OF MAY, 2006, PERSONALLY APPEARED TRACY JIVIDEN 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.

MY COMMISSION EXPIRES: 6/30/2009
MY COMMISSION NUMBER: 05006036




NOTARY PUBLIC

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ACCEPTANCE OF DEDICATION BY COUNTY COMMISSION

BE IT HEREBY RESOLVED, BY THE COUNTY COMMISSION OF LOGAN COUNTY, OKLAHOMA, THAT THE DEDICATIONS SHOWN ON THE ANNEXED FINAL PLAT OF BELLA TERRA SECTION 1, ARE APPROVED BY THE COUNTY COMMISSIONERS OF LOGAN COUNTY, OKLAHOMA, THIS 31st DAY OF May, 2006.

LOGAN COUNTY, OKLAHOMA

Kenn Leach
CHAIRMAN

COUNTY TREASURER'S CERTIFICATE

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM THE DULY ELECTED, QUALIFIED, AND ACTING COUNTY TREASURER OF LOGAN COUNTY, STATE OF OKLAHOMA, AND THAT THE TAX RECORDS OF SAID COUNTY SHOW ALL TAXES ARE PAID FOR THE YEAR 2006, AND PRIOR YEARS, ON THE LAND SHOWN ON THE ANNEXED PLAT OF BELLA TERRA SECTION 1, A PART OF THE S1/2, SECTION 34, T15N, R2W.I.M., LOGAN 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 GUTHRIE, OKLAHOMA, ON THIS 30th DAY OF May, 2006:

Shelia Longmakin
COUNTY TREASURER



CERTIFICATE OF COUNTY CLERK

I, Maey Lou Dandridge, COUNTY CLERK OF LOGAN COUNTY, OKLAHOMA, HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS OF SAID COUNTY AND FIND THAT ALL DEFERRED PAYMENTS ON UNMATURED INSTALLMENTS UPON SPECIAL ASSESSMENT HAVE BEEN PAID IN FULL AND THAT THERE ARE NO SPECIAL ASSESSMENTS PROCEDURES NOW PENDING AGAINST THE LAND SHOWN ON THE FINAL PLAT OF BELLA TERRA SECTION 1, LOGAN COUNTY, OKLAHOMA.

SIGNED BY THE COUNTY CLERK THIS 31st DAY OF May, 2006.

(SEAL)

Maey Lou Dandridge
COUNTY CLERK

ACCEPTANCE BY D.E.Q.

I CERTIFY THAT I HAVE APPROVED THE APPLICATION AND PLAN FOR A PLAT OF A RESIDENTIAL AND COMMERCIAL DEVELOPMENT WHICH IS ON FILE AT THE DEQ OFFICE OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY, AND HEREBY APPROVE THIS PLAT FOR THE USE OF PRIVATE SEWAGE SYSTEMS.

NOTE: ONCE THE PLAT HAS BEEN APPROVED BY THE DEPARTMENT, NO MAJOR SOIL MODIFICATION MAY OCCUR IN AN AREA DESIGNATED FOR THE SEWAGE DISPOSAL SYSTEM(S):

Date: 5-25-06

Signed: Russ Moman



FINAL PLAT OF BELLA TERRA SECTION 1

A PART OF THE S1/2, SECTION 34, T15N, R2W.I.M.,
LOGAN COUNTY, OKLAHOMA

Logan County,
Oklahoma

R2WIM

T15N

East Simmons Road

East Wallaroo Road

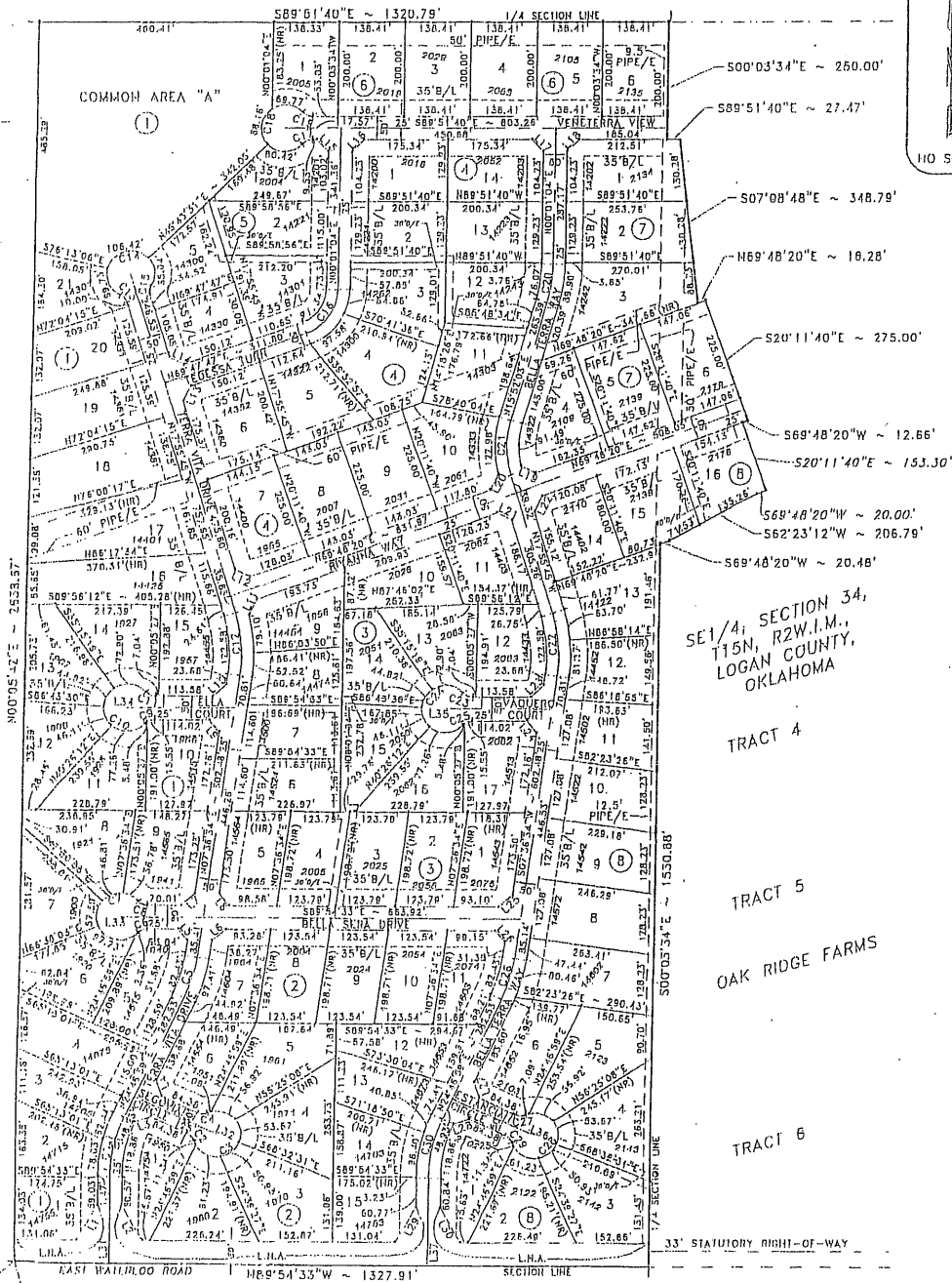
North Air Depot Boulevard

North Midwest Boulevard

SITE

VICINITY MAP

NO SCALE



SE1/4, SECTION 34,
T15N, R2W.I.M.,
LOGAN COUNTY,
OKLAHOMA

TRACT 4

TRACT 5

OAK RIDGE FARMS

TRACT 6

33' STATUTORY RIGHT-OF-WAY

POB

DECLARATION OF COVENANTS AND RESTRICTIONS OF BELLA TERRA ADDITION PHASE I

90/5

A Development by M & R LAND DEVELOPMENT, L.L.C.

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**DECLARATION
OF COVENANTS AND RESTRICTIONS
OF BELLA TERRA ADDITION PHASE I**

THIS DECLARATION, made on the date hereinafter set forth, by M & R LAND DEVELOPMENT, L.L.C., an Oklahoma Limited Liability Company; hereinafter referred to as "Declarant";

WITNESSETH

WHEREAS, Declarant is the owner of certain real property platted as Bella Terra Addition, a recorded plat to Logan County, State of Oklahoma, in Book 9 Plats, Page 4 of the records of Logan County, additionally see Exhibit "A" attached hereto for legal, and does by this Declaration create a real estate development pursuant to 60 O.S. §§ 851 to 855, and

WHEREAS, Declarant desires to create a residential community with permanent open spaces, and other common facilities, and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in such community and for the maintenance and improvement of open spaces and other common facilities now existing or hereafter erected thereon; and, desires to subject the property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of such property and each Owner thereof; and,

WHEREAS, Declarant has deemed it desirable, for foregoing purposes, to incorporate under the laws of the State of Oklahoma, as a non-profit corporation, BELLA TERRA HOMEOWNERS' ASSOCIATION, INC. for the purpose of exercising the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessment and charges hereinafter created;

NOW THEREFORE, Declarant hereby declares that all of the real property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, rights, powers and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described real property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof and such Owner's heirs, devisees, personal representatives, trustees, successors and assigns.

**ARTICLE I
DEFINITIONS**

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

Section 1.01 "Design Review Committee" shall mean the committee created pursuant to ARTICLE VIII hereof.

Section 1.02 "Architectural and Design Rules" shall mean the rules adopted by the Design Review Committee.

Section 1.03 "Certificate of Incorporation" shall mean the Certificate of Incorporation of BELLA TERRA HOMEOWNERS ASSOCIATION, INC., filed in the Office of the Secretary of State of the State of Oklahoma, as said Certificate may be amended from time to time.

Section 1.04 "Association" shall mean BELLA TERRA HOMEOWNERS ASSOCIATION, INC., an Oklahoma non-profit corporation, its successors and assigns.

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Section 1.05 "Association Rules" shall mean the rules adopted by the Association as they may be amended from time to time.

Section 1.06 "Board" shall mean the Board of Directors of the Association.

Section 1.07 "BELLA TERRA" shall mean all real property which is subject to the Declaration.

Section 1.08 "By-Laws" shall mean the By-Laws of the Association, as such By-Laws may be amended from time to time. The initial By-Laws are attached hereto as Exhibit "D".

Section 1.09 "Commons"/"Common Elements"/"Common Area" shall mean that area designated on Exhibit "B", and "C2" attached hereto which includes the private street easement in which each Owner holds an easement for the common use and enjoyment, and, such other property as may be added from time to time.

Section 1.10 "Utility and Drainage Easement" shall mean that area designated on Exhibit "C1" attached hereto.

Section 1.11 "Declarant" shall mean M & R LAND DEVELOPMENT, L.L.C. an Oklahoma Limited Liability Company.

Section 1.12 "Declaration" shall mean this Declaration of Covenants and Restrictions of BELLA TERRA and the covenants, conditions, and restrictions set forth in this entire document, as same may from time to time be amended, relating to all or part of BELLA TERRA.

Section 1.13 "Improvement" shall mean any improvements, including but not limited to, structures, roads, driveways, bridges crossings, parking areas, fences, walls, mail boxes, hedges, plantings, trees and shrubs, and all other structures or landscaping improvements of every type and kind.

Section 1.14 "Lot" shall mean any subdivision of the real property described on Exhibit "A" into individual residential building sites. The ownership of each Lot shall include with it and have appurtenant an easement for the use and enjoyment of the Common Area. A Lot shall be deemed "Improved" when a Single Family Residence or other substantial improvement has been completely constructed thereon, but in no event later than one year after the start of construction or until occupied, whichever shall first occur. All other Lots shall be deemed "Unimproved" Lots.

Section 1.15 "Owner(s)" shall mean the record owner, whether one or more persons or entities, of legal title to any Lot. The foregoing does not include persons or entities who hold an interest in any Lot and the appurtenant Commons merely as security for the performance of an obligation. Owner shall not include a lessee or tenant of a Residence. Each Owner shall be a member of the Association.

Section 1.16 "Property" shall mean that certain real property which is subject to the Plat.

Section 1.17 "Project" shall mean and refer to the entire property, including all structures and improvements erected or to be erected thereon.

Section 1.18 "Purchaser" shall mean any person or other legal entity, other than Declarant, who becomes an Owner within BELLA TERRA.

Section 1.19 "Residence" shall mean a building, house or unit used as a residence for a Single Family.

Section 1.20 "Residential Use" shall mean the occupation or use of a Residence in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county, or municipal rules and regulations.

Section 1.21 "Single Family" shall mean one or more persons each related to the other by blood, marriage, or legal adoption or a group of not more than three persons not all so related, together with their domestic servants, who maintain a common household in a Residence.

Section 1.22 "Plat" shall mean the recorded plat of Bella Terra Addition recorded in Book 9 Plats, Page 4 of the Logan County records, together with any other real property as may from time to time be annexed thereto.

Section 1.23 "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of BELLA TERRA, or on any public rights of way adjacent thereto, but is not applicable to objects approved in writing by the Design Review Committee and continuously maintained, landscaped and screened in accordance with the requirements of the Design Review Committee.

ARTICLE II

DECLARATION

Section 2.01 General Declaration Creating BELLA TERRA. Declarant shall develop BELLA TERRA by subdivision into various residential Lots and Commons. Declarant intends to sell and convey Lots so developed to Purchasers subject to this Declaration. Declarant hereby declares that all of the real property within BELLA TERRA is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration, as amended or modified from time to time. This Declaration is declared and agreed to be in furtherance of a general plan for the subdivision, improvement, and sale of said real property and is established for the purpose of enhancing and perfecting the value, desirability and attractiveness of said real property and every part thereof. All of this Declaration shall run with all of said real property for all purposes and shall be binding upon and inure to the benefit of Declarant, the Association, all Owners, and their successors in interest. 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 all of Owner's tenants and guests, to use the Common Area and the facilities situated upon the Common Area for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed 60 days for any infraction of this Declaration, the Certificate, the By-Laws, the Architectural and Design Rules, or the Association Rules by an Owner or an Owner's invitee;
- 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 Area 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.

Section 2.02 Conveyance to Association. Declarant shall convey to BELLA TERRA HOMEOWNERS' ASSOCIATION, INC, by deed or easement, all of the common areas in BELLA TERRA and subject to this Declaration, easements, restrictions, rights of way and zoning ordinances of record.

ARTICLE III

PROPERTY RIGHTS

Section 3.01 Owners' Easements of Enjoyment. Every Owner has the right and easement of enjoyment in and to the entire Commons 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 Commons as provided in this Declaration, the By-Laws, the Design Review Committee, and the Association Rules. An Owner subject to the By-Laws and Association Rules, may delegate his right of enjoyment of the commons to the members of his family, his guests, and his tenants.

Section 3.02 Right to Split Lots, etc. A Lot and the easement of use and enjoyment in the Commons appurtenant thereto shall not be separated or divided one from the other by any means. No Lot may be physically split or subdivided into two or more parcels.

Section 3.03 Maintenance by Association. The Association may, at any time, as to any part of the Commons:

- 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 Design Review Committee; the original plans for the Improvement; or, if neither of the foregoing is applicable and if such Improvement was in existence prior to this Declaration, then in accordance with the original design, finish, or standard of construction of such Improvement as same existed;
- b. **Roads, Etc.** Construct, reconstruct, repair, replace, maintain, resurface or refinish any road improvement or surface upon any portion of the Commons, whether used as a road, street, walk, driveway, parking area, or drainage area;
- c. **Maintenance.** Maintain, remove, replace or treat injured and diseased trees or other vegetation in any such area, and plant trees, shrubs, and ground cover 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 such other and further acts which the Association deems necessary to maintain, preserve and protect the Commons 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 Commons, including the property within the fence easement shown on the Plat.

Section 3.04 Damage or Destruction of the Commons by Owners. In the event any part of the Commons is damaged or destroyed by an Owner or any of an Owner's invitees, guests, tenants, licensees, agents or family members, such Owner does hereby authorize the Association to repair said damaged area, and the Association shall so repair said damaged area in a good and 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. 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 3.05 Use by Motor Vehicles. No motor vehicle of any description, other than vehicles used in maintenance of the Commons, shall be allowed on the unpaved portion of the Commons, unless specifically authorized by the Board. The Board's right to control the use of the hard-surfaced portion of the Commons shall include but not be limited to, establishing speed limits and parking rules. Further, no vehicle shall be parked overnight on any common roadway.

Section 3.06 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 Commons and all other property Within BELLA TERRA. All Owners shall abide by the Association Rules and shall be responsible for all acts of the Owner's invitees.

Section 3.07 Uniform Maintenance. Declarant, and each Owner of any Lot in BELLA TERRA, and the Association, hereby covenant each with the other that any maintenance provided by the Association for the Commons, and the Improvements located thereon, including but not limited to the roadway and fence easement, 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 3.08 Improvements. No Improvements shall be placed or constructed upon or added to the Commons except with the prior written approval of the Design Review Committee and the Board, except as otherwise specifically provided herein.

Section 3.09 Existing Improvements. The maintenance of the street, fences and other Improvements in the Commons 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 BELLA TERRA as of the date a Purchaser acquires his Lot. Declarant makes no warranties (implied or otherwise) regarding any Improvements in BELLA TERRA, but assigns to the Association all warranties (if any) made by third parties with respect to Improvements.

Section 3.10 Additional Improvements. Though Declarant has no obligation for additional Improvements, Declarant or any other party may, with the consent of the Board and the prior written approval of the Design Review Committee, build or construct Improvements which shall become part of BELLA TERRA and be for the benefit of all Owners.

ARTICLE IV

CLASSIFICATIONS, USES, AND RESTRICTIONS

Section 4.01 Permitted Uses and Restrictions. The permitted uses, easements, and restrictions for Lots (excluding the Commons) within BELLA TERRA covered by this Declaration shall be as follows:

a. Single Family Residential Use. All of the Lots shall be used, improved, and devoted exclusively to Residential Use and recreational facilities incidental thereto. No gainful occupation, profession, trade, or other non-residential use shall be conducted on such Lots. No structure whatever, other than one Residence together with a private garage for not more than four cars, a guest house, and servant quarters, and such other structures as are contemplated herein shall be erected, placed, or permitted to remain on any of said Lots.

b. Maintenance of Lawns and Plantings. Each Owner of an improved Lot within BELLA TERRA shall, at the Owner's expense, keep all shrubs, trees, grass, ground cover and plantings of every kind on his Lot properly mowed and maintained, and free of washes, deadwood, weeds, green-briar, and other unsightly material. The Design Review Committee shall have the power to interpret and enforce the requirements of this subparagraph as it applies to any particular area, Lot or group of Lots in BELLA TERRA with the objective of maintaining the overall uniform appearance of BELLA TERRA. In the event an Owner fails to perform such maintenance as provided above, Declarant or the Association, or its authorized agents, shall have the right at any reasonable time to perform such maintenance (and to enter upon a Lot, if necessarily incidental to performing such maintenance), and the cost thereof shall be assessed to the Owner of the Lot, as hereinafter provided.

c. Trees and Shrubs on Common Area. No Owner shall remove, alter, injure, or interfere in any way with any shrubs, trees or plantings upon the Commons without the prior written consent of the Design Review Committee having first been obtained.

d. Maintenance by Declarant or the Association. Declarant or the Association shall have the right, at any time, to plant, replace, maintain and cultivate shrubs, trees, grass and plantings on any property within BELLA TERRA and on such easements over an Owner's Lot as may have been granted to Declarant or the Association, regardless of whether any Owner or the Association is responsible hereunder for maintenance of such areas. The Association or its authorized agents shall have the right to enter upon any property within such areas, at any reasonable time, for the purpose of planting, replacing, maintaining or cultivating such shrubs, trees, grass or plantings, and shall not be liable for trespass for so doing.

e. Animals. No livestock shall be maintained on any of said Lots. No other animals, including but not limited to horses, llamas, birds, fowl, poultry, fish or reptiles, shall be maintained on any of said Lots, other than a reasonable number of generally recognized house or yard pets, and then only if they are kept, bred, or raised thereon solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, to become a nuisance or to roam freely off of owner's property. No structure for the care, housing, exercise or confinement of any animal shall be maintained on any of said Lots so as to be Visible From Neighboring Property without the prior written consent of the Design Review Committee. Upon the written request of any Owner, the Association may conclusively determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal is a generally recognized house or yard pet, or a nuisance or whether the number of animals on any such property is reasonable; provided however, that horses, mules, donkeys, cattle, pigs, goats and sheep shall not be considered as house or yard pets hereunder. Any decision rendered by the Association shall be enforceable as other restrictions contained herein.

f. Lot Subdivision, Easements and Tenants. No Lot within BELLA TERRA shall be further subdivided or separated into smaller Lots or parcels. No portion of a Lot but for the entire Lot, together with the Improvements thereon, may be rented, and then only to a Single Family.

g. Grading and Excavation. No Improvement shall be constructed or maintained upon any Lot which would in any way impede natural drainage. 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, pipe, wire or easement, or which will or may tend to disturb the minimum or maximum subsurface depth easement. Any such interference, encroachment, alteration, disturbance or damage due to the negligence of an Owner or his Agents contractors, or representatives will be the responsibility of such Owner, and the Owner of the line, pipe, wire, or easement, or the Association, may effect all necessary repairs and charge the cost of same to such Owner.

h. Repair of Buildings. No building or structure upon any property within BELLA TERRA shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

i. Nuisances. No rubbish, junk, materials, or debris of any kind, nor an excessive number of motor vehicles shall be placed or permitted to accumulate upon any Lot and no odors shall be permitted to arise therefrom, so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or operate upon any such Lot so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions no exterior horns, whistles, bells, or other such devices, except security devices

used exclusively for security purposes, shall be located, used, or placed on any of said Lots. The Board in its sole discretion shall have the right to determine the existence of any such nuisance, rubbish, junk, materials, debris, or excessive number of motor vehicles, based upon the standard rules, categories, and definitions adopted by the Association.

j. Mineral Exploration. No property within BELLA TERRA shall be used in any manner to explore for or to remove any oil or other hydrocarbons, minerals of any kind, gravel, or substantial amounts of earth or any earth substance of any kind for commercial purposes.

k. Machinery and Equipment. No machinery or equipment of any kind shall be operated upon or adjacent to any Lot within BELLA TERRA, except such machinery or equipment as is customary in connection with the use, maintenance, or construction of a Residence, appurtenant structures, or other Improvements. No machinery or equipment of any kind shall be parked, placed, maintained, constructed, reconstructed, or repaired upon any of said Lots within BELLA TERRA in such a manner as will be Visible From Neighboring Property; provided, however, that the provisions of this paragraph shall not apply to machinery and equipment which are actually in temporary use in conjunction with the maintenance or construction of a Residence, appurtenant structures, or other Improvements.

l. Clothes Drying Facilities. Outside clotheslines or other outside facilities for drying or airing clothes will not be erected, placed, or maintained on any Lot within BELLA TERRA unless in such a manner that they shall not be Visible From Neighboring Property.

m. Diseases and Insects. No Owner shall permit any thing or condition to exist upon any Lot within BELLA TERRA which shall induce, breed, or harbor infectious plants, diseases or noxious insects.

n. Access. During reasonable hours, Declarant, any member of the Design Review Committee, any member of the Board, or any authorized representative of any of them, shall have the right to come upon and inspect any Lot within BELLA TERRA and the Improvements thereon, (except for the interior portions of any Residence) for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

o. Signs. No signs whatsoever (including, but not limited to, commercial, political, and similar signs) shall be erected or maintained on any Lot within BELLA TERRA except:

1. Signs as may be required by legal proceedings;
2. During the time of construction of any building or other Improvement, one job identification sign not larger than 18 by 24 inches in height and width and having a face area not larger than three square feet;
3. Signs used or installed by Declarant;
4. Signs, the nature, number, and location of which have been approved in advance and in writing by the Design Review Committee.
5. All signs must be set back a minimum of ten (10) feet from the edge of the street.

p. Temporary Structures. No trailer, mobile home, basement of any incomplete building, tent, garage, and no temporary buildings or temporary structure of any kind shall be used at any time for a temporary or permanent Residence on any Lot within BELLA TERRA. Temporary buildings or

structures used during the construction of a dwelling on any Lot shall be approved in advance by the Design Review Committee in writing, and shall be removed after the substantial completion of construction.

q. Vehicles and Equipment. No truck, boat, motor home, camper, trailer, or any other vehicle specified in writing by the Association shall be parked, kept, stored, placed or maintained upon any Lot within BELLA TERRA unless they are totally contained in a garage or carport, or kept in an area not visible from neighboring property. No vehicle or equipment of any kind shall be parked overnight upon any roadway within BELLA TERRA. No vehicle or equipment of any kind shall be constructed, reconstructed or repaired upon any Lot within BELLA TERRA in such a manner as will be Visible From Neighboring Property. The provisions of this paragraph shall not apply to emergency vehicle repairs.

r. Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot within BELLA TERRA except in covered containers of a type, size, and style and placed in such structure and location which may be prescribed by the Design Review Committee. Provided however, Builders may use trash containers on Lots during construction at a location which is convenient to the Builder but not offensive to neighboring property. In no event shall such containers be maintained so as to be Visible From Neighboring Property except if necessary to make the same available for collection and, then only the shortest time reasonably necessary to effect such collection. The Association shall have the right to require all Owners to subscribe to a private trash service and unified mandatory participation is required. All rubbish, trash or garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot.

s. Utility Easements. The easements shown on Exhibit "B" over and under the Commons are reserved for ingress, egress, installing, repairing, and maintaining all utility and service lines and systems, including, but not limited to, water, sewers, gas, telephones, electricity, television cable or communication and security lines and systems. Nothing herein contained shall prevent the Owner from granting, for the purpose of installing any underground utilities, such easements as may be necessary for the provision of such service; provided, however, any such easements shall require the prior written approval of the Association. The easements shown on Exhibit "C" are reserved for installing, repairing, and maintaining all utility and service lines and systems, including but not limited to water, sewer, gas, telephone, electricity, television cable or communications and security lines and systems. Further, said easements on Exhibit "B" are for the natural drainage occurring on the subject property described in Exhibit "A" subject to the limitations as set forth in Section 4.01 (g).

t. Utility Service. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any Lot within BELLA TERRA unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under, or on buildings, or other structures, or otherwise are not Visible From Neighboring Property, unless underground distribution systems are not available. No provision hereof shall be deemed to forbid: the erection of temporary power or telephone structures incident to the construction of Improvements approved by the Design Review Committee; the installation of overhead lines bringing utility service from outside the Property to a utility pole located within BELLA TERRA, provided, that the utility service must go underground from such pole and that the location of such pole is approved in advance by the Design Review Committee.

u. Fluid Storage. No tank for the storage of any fluid may be maintained outside a building above or below the ground on any of the Lots without the prior consent of the Design Review Committee.

v. Antennas. No antenna or other device for the transmission or reception of television or radio

signals or any other form of electromagnetic radiation shall be erected, used, or maintained outdoors on any Lot whether attached to a building or structure or otherwise, without the prior written consent of the Design Review Committee.

w. Declarant's Exemption. With respect to any Lot owned by Declarant and with respect to the Commons, nothing contained in this Declaration shall be construed to prevent the operation, erection, maintenance or storage by Declarant, or its duly authorized agent, of structures, Improvements, signs, materials, fluids or equipment necessary or convenient to the maintenance, development or sale of Property within BELLA TERRA. Such use shall be in a location not Visible from Neighboring Property. No lot may be used for the purposes described above for more than one (1) year, provided however, that the Declarant or the Association may permanently use a portion of the Commons for such uses necessary or convenient to the maintenance of the Commons.

ARTICLE V

BELLA TERRA HOMEOWNERS' ASSOCIATION

Section 5.01 The Association. The Association is a non-profit Oklahoma corporation charged with the duties and vested with the powers prescribed by law and set forth in the Certificate, By-Laws (attached hereto and marked Exhibit "D"), and this Declaration. Neither the Certificate nor the By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 5.02 Board of Directors. The Association shall have a Board of Directors, as provided in this Declaration. Any action taken pursuant to the rights, powers, and duties granted to the Association by the Declaration, Certificate, By-Laws, Association Rules and Architectural and Design Rules may be taken by the Association only upon the vote of its Board. The affairs of the Association shall be conducted by, and the Association shall act through, its Board and such officers as the Board may elect or appoint, in accordance with the Declaration, the Certificate, and the By-Laws, as the same may be amended from time to time. The Association may act only as determined by a majority vote of the Board, except where a vote of more than a majority of the Board is specifically required in this Declaration, the Certificate or the By-Laws.

Section 5.03 Powers and Duties of the Association. The Association shall have such rights, powers, and duties as set forth in this Declaration, the Certificate, and By-Laws, as same may be amended from time to time, which shall include, but not be limited to, the following:

a. Property Taxes and Assessments. To the extent not assessed to or paid directly by the Owners, the Association shall pay all real and personal property taxes and assessments levied upon any portion of the Commons or other property owned by the Association, and all charges for water provided to the Commons.

b. Property Insurance. The Association may keep any Improvements in the Commons insured against loss or damage from such hazards and with such policy limits as it may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage from such hazards as the Association may deem desirable, with the Association as the Owner and beneficiary of such insurance. Premiums for all insurance carried by the Association shall be a common expense included in the assessments made by the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property on which the insurance was carried or otherwise utilized as determined by the Association.

c. Liability Insurance. The Association shall have the power to obtain comprehensive public liability insurance, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable. Insureds may include the Association, the Owners, the

Board, the Declarant and managing agents (if any). The premiums for liability insurance are common expenses included in the assessments made by the Association.

d. Other Insurance. The Board, at its option, may elect to cause the Association to obtain one or more blanket insurance policies or umbrella insurance policies, as to one or more of the types of insurance required or deemed advisable by the Association or its Members with such policy limits as may be deemed advisable by the Board and if such policy or policies are obtained, the Association shall prorate the cost thereof among the Members of the Association.

e. Management Contract. The Association shall have the power to enter into management agreements with management organizations of its choosing for the maintenance of the Commons and the Improvements located thereon. Any such agreement or any other contract providing for such services, may not exceed a term of three years. Any such agreement shall be terminable by either party without cause and without payment of any termination fee upon ninety days written notice.

Section 5.04 The Association Rules. The Association may, from time to time, adopt, amend, repeal, and enforce rules and regulations to be known as the "Association Rules". The Association Rules may restrict and govern the use of any area by any Owner, or by any invitee of such owner; provided however, that The Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Certificate, or By-Laws. A copy of The Association Rules, as they may from time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner and may be recorded. Upon such recordation, said Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration.

Section 5.05 Enforcement of Rules. For each violation by an Owner or an Owner's invitee of the provisions of this Declaration, the Certificate, the By-Laws, the Architectural and Design Rules, or the Association Rules, the Board may, upon ten days' written notice, suspend an Owner's voting rights. In addition to the suspension provided herein, the Board may seek an injunction or other redress in a court of law. Any Owner against whom such injunction or redress is sought shall be liable for attorney's fees and costs incurred by the Board on behalf of the Association, and such amounts may be collected in the same manner as assessments as provided herein. Any suspension or injunctive action must be approved by the Board, and all decisions of the Board shall be final. The remedies provided in this paragraph are cumulative and may be exercised simultaneously with, and in addition to, the remedies provided in this Declaration for collection of assessments.

Section 5.06 Personal Liability. No member of the Board, or of any Committee of the Association, or any officers of the Association, or the manager, or the Declarant shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association the Board, the Officers, or any other representative or employee of the Association, or the Design Review Committee, or any other Committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful misconduct.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS

Section 6.01 Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 6.02 Directors. The Association shall have five (5) directors. The Directors shall be elected by vote of all of the Owners, including the Declarant.

Section 6.03 Voting. Owners shall vote only by Lot, and each Lot shall have one vote. Fractional votes shall not be allowed. In the event Owners of a Lot are unable to agree among themselves as to how the vote for that Lot shall be cast, they shall lose their right to cast the vote for such Lot on the matter in question. When any Owner casts a vote

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representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other Owners of the same Lot, unless the other Owner or Owners are present and object at the time the vote is cast. Notwithstanding anything contained herein to the contrary, Declarant shall have five (5) votes for each Lot owned by Declarant. A mortgagee who becomes an Owner by foreclosure or by deed in lieu of foreclosure shall succeed to the number of votes of the mortgagee's predecessor in title.

Section 6.04 Election of Directors. In any election of the members of the Board, one ballot shall be taken after nominations have been received. Each Lot Owner shall list five (5) nominees and the five (5) nominees receiving the highest number of votes shall be deemed elected to the Board. Any tie votes shall be broken by lottery.

Section 6.05 Rights of Members. Each member shall have such other rights, duties, and obligations as set forth in the Certificate, By-Laws, Architectural and Design Rules, and Association Rules as same may be amended from time to time.

Section 6.06 Transferability. The Association membership of an Owner shall be appurtenant to the Lot of said Owner. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of record of ownership to the Owner's Lot and then only to the transferee of ownership to such Lot, or by intestate succession, testamentary disposition, foreclosure of a mortgage of record, or such other legal process as is now in effect or as may hereafter be established under or pursuant to the laws of the State of Oklahoma. Any attempt to make a prohibited transfer shall be void. Any transfer of record of ownership to a Lot shall operate to transfer said membership to the new Owner thereof.

Section 6.07 Power to Borrow. The Association may borrow, for Association purposes, but borrowings in the excess of \$1,000 of aggregate Association debt shall require the prior approval of at least 2/3rds of the votes of the Lots. No Owners shall be required to become personally obligated on debts of the Association to third parties, unless they do so voluntarily. The Association may not pledge or mortgage its real estate or the Improvements located thereon, but may pledge its tangible personal property to secure its debts.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 7.01 Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Lot within BELLA TERRA, hereby covenants, and each Purchaser of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such assessments as may become applicable to their Lots, as provided below. There is hereby created in favor of the Association the right to claim a lien for the amount of any such assessment, together with interest, costs with power of sale, and a reasonable attorney's fees on each and every Lot within BELLA TERRA to secure payment to the Association of any and all assessments levied against such Lot as provided herein. Each such assessment, together with interest, costs, and attorney's fee shall also be the personal obligation of the Owner of such Lot at the time when the assessment was levied against such Lot. The personal obligation for delinquent assessments shall not pass to successor Owners unless expressly assumed by them, but shall remain a lien on such Lot (except as provided in Section 7.10 below) and the personal obligation of the Owner who was Owner at the time the assessment was made.

Section 7.02 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in BELLA TERRA, for the maintenance and improvement of the Commons, and for maintaining the overall aesthetic beauty of BELLA TERRA, and to cover the cost incidental to the operation of the Association. The regular assessment shall include the establishment of adequate reserves for repair and replacement of capital items. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Commons or by the abandonment of his Lot.

Section 7.03 Amount of Regular Assessment. Regular assessments shall be made on an annual basis, and shall be fixed at a uniform rate per month for all Lots subject to assessment. The maximum regular assessment for the calendar year 2006 shall be \$450.00 per Lot per year. For calendar years after 2006, the maximum regular assessment per Lot per month shall be twenty percent (20%) above the maximum regular assessment per Lot per month permissible for the

previous year. For calendar year 2007, and after, the Board may set the regular assessment in any amount per Lot per month not in excess of the maximum regular assessment per Lot per month for the year for which the assessment is made. The regular assessment per Lot per month may be set in excess of the maximum only if first recommended by the Board and approved by 2/3rds of the votes of the Lots. The regular assessments shall be escrowed during the calendar year by any mortgage holder, if possible, and paid by said mortgage holder for the benefit of Lot Owner upon receipt of the notice of assessment. Builders lots which are under construction shall be subject to a reduced assessment of \$200.00 per Lot per year.

Section 7.04 Regular Assessment Obligation. Lots and the Owners thereof (except for the Declarant and Lots owned by the Declarant) shall be obligated for any regular assessment per Lot made by the Association.

Section 7.05 Special Assessments. Special assessments are applicable to all Owners of Lots, and must first be recommended by the Board and then approved by two-thirds (2/3rds) of the votes of all Lots. Special assessments shall be applicable to not more than three calendar years after the date of assessment. Special assessments shall be only for Association purposes including, but not limited to, defraying the cost of any construction, reconstruction, repair, or replacement of roads, paving, culverts, buildings, bridges, fences, signs, and any other improvements in the Commons; the establishment of reserves for such costs; and the provisions of special services such as security patrols.

Section 7.06 Regular and Special Assessment Obligations. Lots and the Owners thereof shall be obligated for any regular assessment or special assessment per Lot made by the Association, provided that notwithstanding anything herein to the contrary, Declarant shall not be required to pay any regular or special assessment, except with respect to any Improved Lot owned by Declarant which is occupied as a Residence. Written notice of any meeting called for the purpose of approving any regular or special assessment requiring Owner approval shall be sent to all Owners not less than 10 days nor more than 30 days in advance of the meeting. At the first meeting called, the presence at the meeting of Owners, or of proxies, entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not forthcoming at that meeting, another meeting may be called, after five days written notice, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty days following the preceding meeting.

Section 7.07 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots to which the assessment applies, and may be collected on a monthly, quarterly, semi-annual or annual basis.

Section 7.08 Date of Commencement of Assessments; Due Dates. The regular assessment period shall be the calendar year, commencing January 1, 2006. Written notice of the regular assessment and each special assessment shall be sent to every Owner subject thereto. The due date (or dates, if made payable in installments) shall be established by the Board. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 7.09 Effect of Non-payment of Assessments; Remedies of the Association. Each Owner of any Lot shall be deemed to covenant and agree to the enforcement of the assessments in the manner herein specified. If any assessment, or installment thereof, is not paid by the due date specified by the Board, the Owner or Owners of the Lot for which the delinquent assessment or installment is unpaid shall lose the right to cast the vote of that Lot in the Association until all amounts due are paid in full. The Association may employ an attorney or attorneys for collection of any delinquent assessment or installment thereof, whether by suit or otherwise, or to enforce compliance with or for specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, the Certificate, By-Laws, Architectural and Design Rules or the Association Rules. In addition to any amounts due or any relief or remedy obtained by the Association against an Owner, such Owner agrees to pay the Association its reasonable attorneys' fees, plus interest and costs thereby incurred. Any interest provided in this Declaration shall be compounded monthly and charged at an annual rate of Eighteen percent (18%). In the event an assessment or installment thereof is not paid when due, and this becomes a delinquent obligation, or in the event an Owner fails to perform or comply with any other obligation of this Declaration, the Certificate, By-Laws, Architectural and Design Rules or the Association Rules, then (in addition to any other remedies herein or by law or by equity provided) the Association may enforce each such obligation by either or both of the following procedures:

a. Enforcement by Suit. The Board may cause a suit to be commenced and maintained in the name of the Association against an Owner to collect such delinquent assessments; to cause a temporary and/or permanent injunction or mandatory injunction to issue for compliance with or performance of said obligations by an Owner and/or his invitees; and to seek damages against an Owner or his invitee for violation of said obligation. Any judgment rendered in favor of the Association in any such action shall include (but not necessarily be limited to) the amount of any delinquency, together with interest thereon from the date of delinquency at the rate provided above, court costs, and reasonable attorneys' fees in such amount as the court may adjudge against the Owner.

b. Enforcement by Lien. There is hereby created a claim of lien, with power of sale, on each and every Lot within BELLA TERRA to secure payment to the Association of any and all assessments levied against any and all Owners of such Lots together with interest thereon as specified in this Section from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. At any time within thirty (30) days after the occurrence of any default in the payment of any such assessment, the Association, or any authorized representative may, but shall not be required to, make a written demand for payment to the defaulting Owner, on behalf of the Association. Said demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid within ten days after delivery of such demand, or, even without such a written demand being made, the Association may elect to file such a claim of lien on the behalf of the Association, against the Lot of the defaulting Owner. The Association may file of record a lien in favor of the Association, against any Lot with a delinquent assessment. Such a lien shall be executed and acknowledged by any officer of the Association or its attorney, and shall contain substantially the following information:

- (1) The name of the Owner of the Lot with the delinquent assessment;
- (2) The legal description and street address of the Lot against which lien is filed;
- (3) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, court costs, and reasonable attorneys' fees, all of which constitute the amount of the lien;
- (4) A recital to the effect that the lien is filed by the Association pursuant to the Declaration.

Upon recordation of a duly executed original or copy of such a lien, then the lien shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such assessment was levied, and shall secure the amounts claimed therein. Such a lien shall have priority over any claim of homestead or other exemption and over all liens, mortgages, deeds of trust, or claims or encumbrances created subsequent to the recordation of the lien provided hereby, except only tax liens for real property taxes on any Lot, and assessments on any Lot in favor of any municipal or other governmental assessing unit. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a realty mortgage or trust deed as set forth by the laws of the State of Oklahoma, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of the Association. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey any Lot. In the event such foreclosure is by action in court, reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner, by becoming an Owner of a Lot in BELLA TERRA, hereby expressly waives any objection to the enforcement and foreclosure of this lien substantially in the manner provided herein, or in any other manner provided by law.

Section 7.10 Priority of Lien. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale, transfer, acceptance of a deed in lieu of foreclosure, a judicial foreclosure, or foreclosure by Power of Sale of any Lot pursuant to the foreclosure of any prior lien shall extinguish all existing liens of such assessments as to payments which became due or accrued prior to such sale, transfer, deed in lieu of foreclosure or foreclosure. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, nor shall the Owner or Owners prior to foreclosure sale or transfer be relieved of his or their personal liability for the assessments unpaid prior to such sale or transfer. Any other sale or transfer of any Lot shall not affect the assessment lien.

ARTICLE VIII

ARCHITECTURAL AND DESIGN CONTROL

Section 8.01 Organization, Power of Appointment and Removal of Members. The Association shall have a Design Review Committee, organized as follows:

- a. Committee Composition. The Design Review Committee shall consist of five (5) regular members. None of such members shall be required to be an architect or to meet any other particular qualifications for membership. A member of the Committee need not be, but may be, a member of the Association, a member of the Board, or an officer of the Association.
- b. Quorum. The presence in person of three (3) members of the Design Review Committee shall constitute a quorum at all meetings of the Design Review Committee. The majority vote of the members present shall be required to transact the business of the meeting.
- c. Appointment and Removal. The right to appoint and remove all members of the Design Review Committee at any time shall be and is hereby vested solely in the Declarant, so long as it owns any Lot in BELLA TERRA, unless waived from time to time by Declarant. After the Declarant no longer owns any Lots, the right to appoint and remove all members of the Design Review Committee at any time shall be and hereby is vested solely in the Board. Exercise of the right of appointment and removal, as set forth herein, shall be evidenced by the execution of appropriate minutes filed in the minute book of the Association. Any mortgagee which succeeds Declarant shall also succeed to this right to appoint and remove members of the Design Review Committee.
- d. Resignations. Any regular or alternate member of the Design Review Committee may at any time resign from the Committee by giving written notice thereof to Declarant or to the Board, whichever then has the right to appoint Committee members.
- e. Vacancies. Vacancies on the Design Review Committee however caused, shall be filled by the Declarant or the Board, whichever then has the power to appoint Committee members. A vacancy or vacancies on the Design Review Committee shall be deemed to exist in case of the death or resignation or removal of any regular or alternate member.

Section 8.02 Duties and Authority. It shall be the duty of the Design Review Committee to consider and act upon any and all proposals or plans submitted to it pursuant to the terms hereof, to adopt Architectural and Design Rules which may be more stringent than, but which shall not be inconsistent with, this Declaration, and to carry out all other duties imposed upon it by the Declaration. The prior approval of the Design Review Committee shall be required for the construction or alteration of any Improvement located within BELLA TERRA, except for those installed by the Declarant and for such other matters as may be provided in this Declaration, By-Laws, and Architectural and Design Rules.

Section 8.03 Approval. Any approval granted by the Design Review Committee shall be in writing and, unless otherwise specified in said approval, it shall be conditioned upon and require the continued maintenance, landscaping, and screening, as appropriate, of any Improvements on a Lot by the Owner and of any Improvements on the Commons by the Association, and the satisfaction of such other requirements as the Design Review Committee may determine. Any

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Improvements submitted to and approved by the Design Review Committee must be commenced within one year from the date of said approval, or said approval shall be deemed revoked, and the Owner must again seek approval pursuant to the Architectural and Design Rules. After commencement of the work on an Improvement, the work thereon must be diligently and continuously pursued to completion.

Section 8.04 General Considerations. Pursuant to its rule-making power, the Design Review Committee shall establish a procedure for the preparation, submission, and determination of applications for any alteration or Improvement. The Design Review Committee shall have the right to disapprove any plans or specifications or grading or other plans, which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans, and without any limitation of the foregoing, it shall have the right to take into consideration the suitability of the proposed Improvement, its size, the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the topography, the effect upon view and light, and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. All decisions of the Design Review Committee shall be final, and no Owner or other parties shall have recourse against the Design Review Committee for its disapproval of any such plans and specifications or plot plan, including lawn area and landscaping. Any approval by the Design Review Committee may be made contingent upon the satisfaction of such conditions as the Committee may specify in the Architectural and Design Rules or in any approval.

Section 8.05 Meetings and Compensation. The Design Review Committee shall meet from time to time as necessary to perform its duties hereunder. Subject to the provisions of paragraph b. of Section 8.01, above, the vote or written consent of any three (3) regular members, at a meeting or otherwise, shall constitute the act of the Design Review Committee. The Design Review Committee shall keep and maintain a written record of all actions taken by it at such meetings. Members of the Design Review Committee shall not be entitled to compensation for their services. However, the Design Review Committee may hire engineers or other consultants at Association expense.

Section 8.06 Waiver. The approval of the Design Review Committee of any plans, drawings, or specifications for any work done or proposed, or for any other matter requiring the approval of the Design Review Committee under the Declaration shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification, or matter subsequently submitted for approval. Failure of the Design Review Committee to enforce a conditional approval or rule now or hereafter contained in the Architectural and Design Rules shall in no event be deemed a waiver of the right to do so thereafter.

Section 8.07 Liability. Neither the Design Review Committee nor any member thereof shall be liable to the Association, any Owner, or to any other party, for any act or omission resulting in any claim for any damage, loss, or prejudice suffered including, but not limited to, (a) the approval or disapproval of any plans, drawings, or specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications, (c) the development of any Property within BELLA TERRA, or (d) the execution and filing of any estoppel certificate, whether or not the facts therein are correct; provided, however, that with respect to the act or omission of a member, such member has acted in good faith on the basis of such information as may be possessed by him.

Section 8.08 Time for Approval. In the event the Design Review Committee fails to approve or disapprove a matter, within thirty (30) days after said plans and specifications have been submitted to it in due form as requested by the Design Review Committee, such matter will be deemed approved, and the prior written approval required by this Article will be deemed to have been complied with fully. However, such matter must be promptly accomplished in accordance with said plans and specifications, and such matter shall in all respects be and continue in the future to be in compliance with this Declaration.

Section 8.09 Architectural and Design Standards.

a. **Construction Requirements.** Any Residence constructed upon said Lots in BELLA TERRA shall have a minimum square footage of 2,300 square feet and may not exceed two stories in height unless a variance is granted by the Design Review Committee. In computing the square footage of a Residence, the square footage shall be computed exclusive of basements, open porches, carports, garages, and outbuildings. The principal material of the exterior of each wall in all the buildings

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on any Lot in BELLA TERRA must be approved by the Design Review Committee in writing. A determination of the Design Review Committee as to the design, elevation and nature of the permissible materials used shall be final and binding on all persons. Garages may be attached, built-in or detached, and must be at least two cars wide, unless otherwise approved by the Design Review Committee. Every outbuilding erected on any of said Lots shall, unless the Design Review Committee otherwise consents in writing, correspond in style and architecture to the Residence to which it is appurtenant.

b. Building Lines. No Residence or any part thereof or any other building shall be constructed on any Lot nearer to the front line of said Lot than thirty-five (35) feet from the edge of the recorded utility easement, which when combined equals a distance of sixty (60) feet from the centerline of the roadway easement or farther from the front line of said Lot than fifty-five (55) feet from the edge of the recorded utility easement, which when combined equals a distance of eighty (80) feet from the centerline of the roadway easement. No Residence or garage may be placed on a Lot so that it is closer to the side Lot line than seven and one-half (7 1/2) feet. The actual location of any Improvements on a Lot shall be designated on a plot plan that has been approved in writing by the Design Review Committee prior to the commencement of construction. The Design Review Committee shall have the right to grant variances to any building set-back lines.

c. Driveways. Driveway approaches from the edge of the street pavement to the edge of the street easement shall be concrete. The driveway from the end of the approach to the residence must be concrete and shall be continuously maintained so as to avoid unsightly deterioration and the growth of grass or any other plant on or through such surface. No driveway shall be constructed or altered without the prior written consent of the Design Review Committee, which shall consider the appearance, design and materials of said driveway and the effect the driveway may have on drainage affecting the Commons or any other Lot. Tin horns or drainage pipe extending under a driveway shall have a concrete, brick, or rock headwall and the driveway approach must have a radius on the curves of at least thirty degrees.

d. Improvements and Alterations. No Improvement shall be placed on any Lot within BELLA TERRA and no alterations, repairs, excavation, or other work which in any way alters the exterior appearance of any Lot within BELLA TERRA or the Improvements located thereon shall be made or done without the prior written approval of the Design Review Committee. No building, fence, wall, residence or other structure shall be commenced, erected, maintained, improved, altered, made, or done without the prior written approval of the Design Review Committee.

e. Adoption of Additional Architectural and Design Rules. The Design Review Committee, in its sole discretion, may from time to time amend the Architectural and Design Rules which shall be used as a guide for the orderly development of BELLA TERRA and to ensure the aesthetic harmony of all structures and landscaping within BELLA TERRA. The initial Architectural and Design Rules are attached hereto and marked EXHIBIT "E".

ARTICLE IX

MAINTENANCE AND IMPROVEMENTS BY DECLARANT

Section 9.01 Maintenance by Declarant. Declarant shall contract with the Association, immediately after the Association is organized, for specified maintenance of the Commons at a cost set forth in said Contract. The Declarant may provide maintenance or services in addition to those specified in the contract. However, the Association shall not be obligated to pay for or reimburse the Declarant for such additional maintenance and services unless approved by the Board.

Section 9.02 Existing Improvements. Declarant shall, at its expense, initially provide the Association with an asphalt road in the Commons. The maintenance of said road shall be the responsibility of and at the expense of the Association. Notwithstanding anything herein contained to the contrary, the Declarant is not under any obligation

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whatsoever to make any Improvements (other than providing said concrete road) or provide utilities or other facilities beyond those which exist in BELLA TERRA as of the date a Purchaser acquires his Lot. Declarant makes no warranties (implied or otherwise) regarding any Improvements in BELLA TERRA, but assigns to the Association all warranties (if any) made by third parties with respect to Improvements.

ARTICLE X

ANNEXATION AND AMENDMENT BY DECLARANT

Section 10.01. Right to Annex Additional Property. Notwithstanding anything herein contained to the contrary, if Declarant should from time to time desire to develop for residential purposes, additional property in or adjacent to the South Half (S/2), Section 34, Township 15 North, Range 2 West of the I.M., Logan County, Oklahoma, Declarant may annex such property to BELLA TERRA upon the terms and conditions contained in this Article. Any annexed property shall have the right to the use of the Common Area.

Section 10.02. Amendments Authorized. Such annexation shall be accomplished by Declarant filing an amendment to this Declaration specifying the property that is annexed and thus becomes subject to this Declaration. The amendment to this Declaration by Declarant, and any incidental amendments to the Association's Certificate, By-Laws and Rules shall be accomplished by Declarant at its expense. This Declaration, when so amended, shall be substantially unchanged, except as to the definition of the Property; the number of Lots; the number of Owners who are members of the Association; additional mutual and reciprocal easements; and, such other matters as are reasonably incidental to implementing such annexation. Provided, however, that the provisions regarding maximum regular assessments shall not be modified by Declarant in the amended Declaration without the consent of two-thirds (2/3rds) of the Owners, which majority shall be determined with reference only to those who are Owners prior to the amendment affecting regular assessments.

Section 10.03. Effect of Amendments. Upon the amendment of the Declaration to annex additional property, then the Lots, Common Areas, easements, rights of way, Owners and Property which comprise the annexed property shall in all respects be treated as Lots, Common Areas, easements, rights of way, Owners and Property of BELLA TERRA, and shall be the subject of this Declaration, as so amended, and the Certificate, By-Laws and Rules of the Association, for all purposes.

Section 10.04. Maximum Area that May be Annexed. The total amount of additional property which may be annexed hereto by Declarant to the initial Subdivision Plat shall not exceed 160 acres in area.

Section 10.05. Extension of Streets and Utilities. All roads to be developed in property annexed to BELLA TERRA shall be of a quality and standard equal to or better than the existing roads in BELLA TERRA. Declarant may utilize existing utility easements in BELLA TERRA to extend utility services to the annexed property. Declarant may construct an entrance, entryway, and appropriate roads and streets on any of the existing Common Area to provide appropriate access to the annexed property. Notwithstanding anything contained herein to the contrary, Declarant may elect to construct private roads in the annexed property.

Section 10.06. Consent to Annexation. Each Owner of a Lot in BELLA TERRA, by acceptance of a conveyance of said Lot, does thereby consent to the annexation of additional property by Declarant substantially in accordance with the terms and conditions contained herein; consents to the amendment of the Declaration by Declarant as contemplated herein; and, agrees to cooperate in such incidental amendments to the Certificate, By-Laws, and Rules of the Association as may be appropriate. No further consent by Owners of the Association shall be required for such annexation of the property by Declarant or the amendment incidental thereto of the Declarant, Certificate, By-Laws, and Rules.

Section 10.07. No Obligation to Annex Property. The provisions of the Article are intended to apply only to property annexed to BELLA TERRA by Declarant. This Article is not intended to in any way restrict development by Declarant or any third party of any property in the South Half (S/2), Section 34, Township 15 North, Range 2 West of the I.M., Logan County, Oklahoma, that Declarant does not elect to annex to BELLA TERRA. Provided however, in the event Declarant, its successors and assigns does not elect to annex to BELLA TERRA, Declarant, its successors and

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assigns shall have the right to the use of the Common Area if the adjoining land is developed for residential purposes and the lots in such development are assessed for such lot's proportionate share of the maintenance costs of the Common Area.

ARTICLE XI

GENERAL PROVISIONS

Section 11.01 Enforcement. Any Owner, as well as the Association, shall have the right to enforce by any proceeding at law or in equity all conditions, covenants, reservations, liens, charges, and rules now or hereafter imposed by the provisions of this Declaration. Failure by any Owner or the Association to enforce any such restriction, condition, covenant, reservation, lien, charge, or rule now or hereafter contained in the Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 11.02 Severability. Every term and provision of this Declaration, and of the Certificate, By-Laws, Architectural and Design Rules and Association Rules referenced herein, is intended to be severable. If any such term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of any other such terms and provisions.

Section 11.03 Amendment. The covenants and restrictions of this Declaration shall run with and bind the Property and each Owner hereof and inure to the benefit of each Owner and the Association from and after the date this Declaration is recorded. The Owners of at least two-thirds (2/3rds) of the Lots may amend this Declaration at any time. Any such amendment to the Declaration must be recorded.

Section 11.04 Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Association or any Owner or Owners of Lots within BELLA TERRA. However, any other provisions to the contrary notwithstanding, only the Association, the Board or the duly authorized agents of any of them, may enforce by self-help any of the provisions of this Declaration.

Section 11.05 Violation of Law. Any violation of any state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation, or use of any property within BELLA TERRA is hereby declared to be a violation of the Declaration and subject to any or all of the enforcement procedures set forth in said Declaration.

Section 11.06 Remedies Cumulative. Each remedy provided by this Declaration is cumulative and not exclusive.

Section 11.07 Delivery of Notices and Documents. Any written notice or other documents relating to or required by this Declaration may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered 48 hours after a copy of same has been deposited in the Certified United States Mail, postage prepaid, addressed as follows:

If to the Association: % of the registered agent of:

BELLA TERRA HOMEOWNERS ASSOCIATION, INC.,
2701 Coltrane Place, Suite 6
Edmond, Oklahoma 73034
an Oklahoma non-profit corporation

If to an Owner: to the address last furnished by an Owner to the Association

Provided, however, that any such address may be changed at any time by the party concerned by recording a written notice of change of address and delivering a copy thereof to the registered agent of the Association. Each Owner of a Lot shall file the correct mailing address of such Owner with the registered agent of the Association, and shall promptly

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notify the Association in writing of any subsequent change of address. If no address has been furnished to the Association by an Owner, notice may be given an Owner by posting written notice on the Owner's Lot.

Section 11.08 Right to Assign. The Declarant, upon prior written approval of any first mortgagee of Lots owned by Declarant, by an appropriate instrument or instruments, may assign or convey to any person, persons or entity any or all of the rights, reservations, easements, powers of appointment and privileges herein reserved by it, and upon such assignment or conveyance being made, its assignees or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements, and privileges or any one or more of them at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

Section 11.09 The Declaration. By becoming an Owner of a Lot, each Owner for himself, or itself, his heirs, personal representatives, successors, transferees, and assigns, becomes bound, accepts and agrees to all of the rights, powers, easements, provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed and granted by this Declaration and any amendments thereof. In addition, each such Owner, by so doing, thereby acknowledges that this Declaration sets forth a general plan for the improvement and development of BELLA TERRA and hereby evidences his interest that all rights, powers, easements, provisions, restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, successors and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various future owners of Lots in BELLA TERRA.

Section 11.10 Enumeration of Specifics. As used in this Declaration, the enumeration of items within a class shall not be deemed to limit the intended expression to those items only, but shall be broadly interpreted to effect the overall intent of this Declaration so that such expression shall include all things which might reasonably fall within such class of items so enumerated and similar or closely related classes, so long as such interpretation is beneficial to and in the furtherance of the purposes of this Declaration.

Section 11.11 Descriptive Headings. Captions and headings contained in this Declaration are for convenience and reference purposes only, and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Declaration or of any portion hereof.

Section 11.12 Oklahoma Law. The interpretation and enforcement of this Declaration shall be governed by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the undersigned, being the Declarant and the Lenders and Owner above designated have hereunto set their hands and seals this 27 day of June, 2006.

M & R LAND DEVELOPMENT, L.L.C.,
an Oklahoma Limited Liability Company

By: Martin Teuscher
Martin Teuscher, Manager

STATE OF OKLAHOMA)
)SS:

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Logan
COUNTY OF OKLAHOMA }

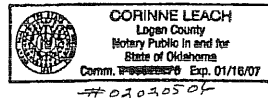
Before me, the undersigned, a Notary Public in and for said County and State, on this 17 day of June, 2006, personally appeared Martin Teuscher, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Manager of M & R LAND DEVELOPMENT, L.L.C., an Oklahoma Limited Liability Company, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

Corinne Leach
Notary Public

My Commission Expires:

Jan 16 2007



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EXHIBIT "A"

PHASE I OF BELLA TERRA ADDITION,
BEING A PART OF THE S1/2, SECTION 34, T15N,
RANGE 2 W.1.M, LOGAN COUNTY, OKLAHOMA.

A TRACT OF LAND LOCATED IN THE SOUTH HALF (S1/2) OF SECTION THIRTY-FOUR (34), TOWNSHIP FIFTEEN NORTH (T-15-N), RANGE TWO WEST (R-2-W) OF THE INDIAN MERIDIAN, LOGAN COUNTY, OKLAHOMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 34; THENCE S 89°54'33" E ALONG THE SOUTH LINE OF SAID SECTION 34 FOR A DISTANCE OF 1,327.89 FEET TO THE POINT OF BEGINNING; THENCE N 00°05'42" E FOR A DISTANCE OF 2,638.67 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTH HALF; THENCE S 89°51'40" E ALONG SAID NORTH LINE FOR A DISTANCE OF 1,320.79 FEET ; THENCE S 00°03'34" E FOR A DISTANCE OF 250.00 FEET; THENCE S 89°51'40" E FOR A DISTANCE OF 27.47 FEET; THENCE S 07°08'48" E FOR A DISTANCE OF 348.79 FEET; THENCE N 69°48'20" E FOR A DISTANCE OF 16.28 FEET; THENCE S 20°11'40" E FOR A DISTANCE OF 275.00 FEET; THENCE S 69°48'20" W FOR A DISTANCE OF 12.66 FEET; THENCE S 20°11'40" E FOR A DISTANCE OF 153.30 FEET; THENCE S 69°48'20" W FOR A DISTANCE OF 20.00 FEET; THENCE S 62°23'12" W FOR A DISTANCE OF 206.79 FEET; THENCE S 69°48'20" W FOR A DISTANCE OF 20.48 FEET; THENCE S 00°03'34" E FOR A DISTANCE OF 1,530.88 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 34; THENCE N 89°54'33" W ALONG SAID SOUTH LINE FOR A DISTANCE OF 1,327.91 FEET TO THE POINT OF BEGINNING. CONTAINING 3,585,625.98 SQUARE FEET OR 82.3146 ACRES, MORE OR LESS.

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EXHIBIT "B"

ROADWAY

Legal Description

Roadway easements situated in the South Half (S1/2) of Section Thirty-Four (34), Township Fifteen North (T15N), Range Two West of the Indian Meridian (R2W.I.M.), Logan County, Oklahoma. More particularly described as follows:

Terra Vita Drive

Beginning at a point 1458.95 feet East (S89°54'33"E) and 50.00 feet North (N00°05'42"E) of the Southwest corner of said Section 34, thence Northeasterly (N30°21'55"E) a distance of 86.84 feet, thence North (N00°01'04"E) a distance of 60.50 feet, thence Northeasterly along a curve to the right having a radius of 325.00 feet a delta angle of 24°45'55" an arc length of 140.48 feet along said curve having a chord direction of (N12°24'01"E) and a chord length of 139.39 feet, thence Northeasterly (N 24°46'59" E) a distance of 282.53 feet, thence Northeasterly along a curve to the left having a radius of 275.00 feet a delta angle of 17°10'25" an arc length of 82.43 feet along said curve having a chord direction of (N16°11'46"E) and a chord length of 82.12 feet, thence North (N07°36'34"E) a distance of 31.67 feet to point "A", thence North (N07°36'34"E) a distance of 446.26 feet to point "B", thence North (N07°36'34"E) a distance of 124.55 feet, thence Northerly along a curve to the left having a radius of 275.00 feet a delta angle of 25°32'20" an arc length of 122.58 feet along said curve having a chord direction of (N05°09'36"W) and a chord length of 121.57 feet, thence Northwesternly (N17°55'45"W) a distance of 702.05 feet, thence Northwesternly along a curve to the left having a radius of 25.00 feet a delta angle of 48°11'23" an arc length of 21.03 feet along said curve having a chord direction of (N42°01'27"W) and a chord length of 20.41 feet, thence Northeasterly along a curve to the right having a radius of 50.00 feet a delta angle of 276°22'46" an arc length of 241.19 feet along said curve having a chord direction of (N72°04'15"E) and a chord length of 66.67 feet, thence Southerly along a curve to the left having a radius of 25.00 feet a delta angle of 48°11'23" an arc length of 21.03 feet along said curve having a chord direction of (S06°09'56"W) and a chord length of 20.41 feet, thence Southeasterly (S 17°55'45" E) a distance of 139.59 feet to point "C", thence Southeasterly (S17°55'45"E) a distance of 475.61 feet to point "D", thence Southeasterly (S17°55'45"E) a distance of 86.85 feet, thence Southerly along a curve to the right having a radius of 325.00 feet a delta angle of 25°32'20" an arc length of 144.86 feet along said curve having a chord direction of (S05°09'36"E) and a chord length of 143.67 feet, thence South (S07°36'34"W) a distance of 463.34 feet to point "E", thence South (S07°36'34"W) a distance of 139.14 feet, thence Southwesterly along a curve to the right having a radius of 325.00 feet a delta angle of 17°10'25" an arc length of 97.41 feet along said curve having a chord direction of (S16°11'46"W) and a chord length of 97.05 feet, thence Southwesterly (S24°46'59"W) a distance of 183.60 feet to point "F", thence Southwesterly (S24°46'59"W) a distance of 98.93 feet, thence Southwesterly along a curve to the left having a radius of 275.00 feet a delta angle of 24°45'55" an arc length of 118.86 feet along said curve having a chord direction of (S12°24'01"W) and a chord length of 117.94 feet, thence South (S00°01'04"W) a distance of 60.57 feet, thence Southeasterly (S30°28'03"E) a distance of 87.10 feet, thence West (N89°54'33"W) a distance of 138.06 feet, to the Point of Beginning, said tract containing 2.6491 acres.

Bella Terra Way

Beginning at a point 2122.82 feet East (S89°54'33"E) and 50.00 feet North (N00°05'42"E) of the Southwest corner of said Section 34, thence Northeasterly (N30°24'53"E) a distance of 86.89 feet, thence North (N00°01'04"E) a distance of 60.77 feet, thence Northeasterly along a curve to the right having a radius of 325.00 feet a delta angle of 24°45'55" an arc length of 140.48 feet along said curve having a chord direction of (N12°24'01"E) and a chord length of 139.39 feet, thence Northeasterly (N24°46'59"E) a distance of 282.53 feet, thence Northeasterly along a curve to the left having a radius of 275.00 feet a delta angle of 17°10'25" an arc length of 82.43 feet along said curve having a chord direction of (N16°11'46"E) and a chord length of 82.12 feet, thence North (N07°36'34"E) a distance of 477.93 feet to point "G", thence North (N07°36'34"E) a distance of 124.55 feet, thence Northerly along a curve to the left having a radius of 275.00 feet a delta angle of 25°32'20" an arc length of 122.58 feet along said curve having a chord direction of (N05°09'36"W) and a chord length of 121.57 feet, thence Northwesternly (N17°55'45"W) a distance of 305.27 feet, thence Northerly along a curve to the right having a radius of 225.00 feet a delta angle of 33°47'49" an arc length of 132.72 feet along said curve having a chord direction of (N01°01'51"W) and a chord length of 130.80 feet, thence Northeasterly (N15°52'03"E) a distance of 263.39 feet, thence Northeasterly along a curve to the left having a radius of 275.00 feet a delta angle of 15°50'59" an arc length of 76.07 feet along said curve having a chord direction of (N07°56'34"E) and a chord length of 75.83 feet, thence North (N00°01'04"E) a distance of 237.22 feet, thence Northwesternly (N44°55'18"W) a distance of 35.39 feet to point "H", thence East (S89°51'40"E) a distance of 100.00 feet, thence Southwesterly (S45°04'40"W) a distance of 346 feet, thence South (S00°01'04"W) a distance of 237.11 feet, thence Southerly along a curve to the right having a radius of 325.00 feet a

delta angle of 15°50'59" an arc length of 89.90 feet along said curve having a chord direction of (S07°56'34"W) and a chord length of 89.62 feet, thence Southwesterly (S15°52'03"W) a distance of 263.39 feet, thence Southerly along a curve to the left having a radius of 175.00 feet a delta angle of 29°57'20" an arc length of 91.49 feet along said curve having a chord direction of (S00°53'23"W) and a chord length of 90.46 feet to point "I", thence Southeasterly along a curve to the left having a radius of 175.00 feet a delta angle of 03°50'29" an arc length of 11.73 feet along said curve having a chord direction of (S16°00'31"E) and a chord length of 11.73 feet, thence Southeasterly (S17°55'45"E) a distance of 88.37 feet, thence Southeasterly (S17°55'45"E) a distance of 216.89 feet, thence Southerly along a curve to the right having a radius of 325.00 feet a delta angle of 25°32'20" an arc length of 144.86 feet along said curve having a chord direction of (S05°09'36"E) and a chord length of 143.67 feet, thence South (S07°36'34"W) a distance of 602.48 feet, thence Southwesterly along a curve to the right having a radius of 325.00 feet a delta angle of 17°10'25" an arc length of 97.41 feet along said curve having a chord direction of (S16°11'46"W) and a chord length of 97.05 feet, thence Southwesterly (S24°46'59"W) a distance of 183.60 feet to point "J", thence Southwesterly (S24°46'59"W) a distance of 98.93 feet, thence Southwesterly along a curve to the left having a radius of 275.00 feet a delta angle of 24°45'55" an arc length of 118.86 feet along said curve having a chord direction of (S12°24'01"W) and a chord length of 117.94 feet, thence South (S00°01'04"W) a distance of 60.84 feet, thence Southeasterly (S30°25'05"E) a distance of 87.05 feet, thence West (N89°54'33"W) a distance of 138.06 feet, to the Point of Beginning, said tract containing 2.8518 acres.

Segovia Circle

Beginning at Point "F", thence Southeasterly (S20°13'01"E) a distance of 35.36 feet, thence Southeasterly (S65°13'01"E) a distance of 84.38 feet, thence Easterly along a curve to the left having a radius of 25.00 feet a delta angle of 48°11'23" an arc length of 21.03 feet along said curve having a chord direction of (S89°18'43"E) and a chord length of 20.41 feet, thence Southwesterly along a curve to the right having a radius of 50.00 feet a delta angle of 276°22'46" an arc length of 241.19 feet along said curve having a chord direction of (S24°46'59"W) and a chord length of 66.67 feet, thence Northwesterly along a curve to the left having a radius of 25.00 feet a delta angle of 48°11'23" an arc length of 21.03 feet along said curve having a chord direction of (N41°07'20"W) and a chord length of 20.41 feet, thence Northwesterly (N65°13'01"W) a distance of 84.38 feet, thence Southwesterly (S71°01'53"W) a distance of 34.61 feet, thence Northeasterly (N24°46'59"E) a distance of 98.93 feet, to the Point of Beginning, said tract containing 0.3301 acres.

Bella Sera Drive

Beginning at Point "A", thence Northwesterly (N40°30'27"W) a distance of 32.93 feet, thence West (N89°54'33"W) a distance of 63.04 feet, thence Southwesterly along a curve to the left having a radius of 25.00 feet a delta angle of 48°11'23" an arc length of 21.03 feet along said curve having a chord direction of (S65°59'45"W) and a chord length of 20.41 feet, thence Northerly along a curve to the right having a radius of 50.00 feet a delta angle of 276°22'46" an arc length of 241.19 feet along said curve having a chord direction of (N00°05'27"E) and a chord length of 66.67 feet, thence Southeasterly along a curve to the left having a radius of 25.00 feet a delta angle of 48°11'23" an arc length of 21.03 feet along said curve having a chord direction of (S65°48'52"E) and a chord length of 20.41 feet, thence East (S89°54'33"E) a distance of 70.01 feet, thence Northeasterly (N47°58'48"E) a distance of 37.28 feet, thence South (S07°36'34"W) a distance of 100.87 feet, to the Point of Beginning, said tract containing 0.3091 acres.

AND

Beginning at Point "E", thence Southeasterly (S41°09'00"E) a distance of 33.25 feet, thence East (S89°54'33"E) a distance of 563.06 feet, thence Northeasterly (N48°51'00"E) a distance of 37.92 feet, thence South (S07°36'34"W) a distance of 100.87 feet, thence Northwesterly (N41°09'00"W) a distance of 33.25 feet, thence West (N89°54'33"W) a distance of 563.06 feet, thence Southwesterly (S48°51'00"W) a distance of 37.92 feet, thence North (N07°36'34"E) a distance of 100.87 feet, to the Point of Beginning, said tract containing 0.7331 acres.

Ella Court

Beginning at Point "B", thence Northwesterly (N41°09'00"W) a distance of 33.25 feet, thence West (N89°54'33"W) a distance of 114.02 feet, thence Southwesterly along a curve to the left having a radius of 25.00 feet a delta angle of 48°11'23" an arc length of 21.03 feet along said curve having a chord direction of (S65°59'45"W) and a chord length of 20.41 feet, thence Northerly along a curve to the right having a radius of 50.00 feet a delta angle of 276°22'46" an arc length of 241.19 feet along said curve having a chord direction of (N00°05'27"E) and a chord length of 66.67 feet, thence Southeasterly along a curve to the left having a radius of 25.00 feet a delta angle of 48°11'23" an arc length of 21.03 feet along said curve having a chord direction of (S65°48'52"E) and a chord length of 20.41 feet, thence East (S89°54'33"E) a distance of 120.61 feet, thence Northeasterly (N48°51'00"E) a distance of 37.92 feet, thence South (S07°36'34"W) a distance of 100.87 feet, to the Point of Beginning, said tract containing 0.3686 acres.

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Tedessa Turn

Beginning at Point "C", thence Southeasterly (S64°03'59"E) a distance of 34.67 feet, thence Northeasterly (N69°47'47"E) a distance of 260.77 feet, thence Northeasterly along a curve to the left having a radius of 75.00 feet a delta angle of 69°46'43" an arc length of 91.34 feet along said curve having a chord direction of (N34°54'26"E) and a chord length of 85.80 feet, thence North (N00°01'04"E) a distance of 291.36 feet, thence Northwesterly (N44°51'41"W) a distance of 35.43 feet, thence West (S89°51'40"E) a distance of 100.00 feet, thence Southwesterly (S45°04'42"W) a distance of 35.32 feet, thence South (S00°01'04"W) a distance of 291.31 feet, thence Southwesterly along a curve to the right having a radius of 125.00 feet a delta angle of 69°46'43" an arc length of 152.23 feet along said curve having a chord direction of (S34°54'26"W) and a chord length of 143.00 feet, thence Southwesterly (S69°47'47"W) a distance of 262.76 feet, thence Southwesterly (S25°56'01"W) a distance of 36.08 feet, thence Northwesterly (N17°55'45"W) a distance of 100.08 feet, to the Point of Beginning, said tract containing 0.8608 acres.

Rivanna Way

Beginning at a Point "D", thence Southeasterly (S64°03'43"E) a distance of 34.68 feet, thence East (N69°48'20"E) a distance of 531.89 feet, thence Northeasterly (N26°10'10"E) a distance of 36.23 feet, thence Southeasterly along a curve to the right having a radius of 225.00 feet a delta angle of 02°28'51" an arc length of 9.74 feet along said curve having a chord direction of (S16°41'20"E) and a chord length of 9.74 feet, thence Southeasterly (S17°55'45"E) a distance of 90.35 feet, thence Northwesterly (N64°03'43"W) a distance of 34.68 feet, thence West (S69°48'20"W) a distance of 531.89 feet, thence Southwesterly (S26°14'00"W) a distance of 36.27 feet, thence Southeasterly along a curve to the right having a radius of 325.00 feet a delta angle of 02°20'02" an arc length of 13.24 feet along said curve having a chord direction of (S16°45'45"E) and a chord length of 13.24 feet, thence Northwesterly (N17°55'45"W) a distance of 86.85 feet, to the Point of Beginning, said tract containing 0.6966 acres.

AND

Beginning at Point "I", thence Southeasterly (S63°35'22"E) a distance of 34.41 feet, thence Northeasterly (N69°48'20"E) a distance of 457.03 feet, thence Southeasterly (S20°11'40"E) a distance of 50.00 feet, thence Southwesterly (S69°48'20"W) a distance of 459.00 feet, thence Southwesterly (S25°56'17"W) a distance of 36.08 feet, thence Northwesterly (N17°55'45"W) a distance of 88.37 feet, thence Northwesterly along a curve to the right having a radius of 175.00 feet a delta angle of 03°50'29" an arc length of 11.73 feet along said curve having a chord direction of (N16°00'31"W) and a chord length of 11.73 feet, to the Point of Beginning, said tract containing 0.5689 acres.

Yaquero Court

Beginning at Point "G", thence Northwest (N41°09'00"W) a distance of 33.25 feet, thence West (N89°54'33"W) a distance of 114.02 feet, thence Southwesterly along a curve to the left having a radius of 25.00 feet a delta angle of 48°11'23" an arc length of 21.03 feet along said curve having a chord direction of (S65°59'45"W) and a chord length of 20.41 feet, thence Northerly along a curve to the right having a radius of 50.00 feet a delta angle of 276°22'46" an arc length of 241.19 feet along said curve having a chord direction of (N00°05'27"E) and a chord length of 66.67 feet, thence Southeasterly along a curve to the left having a radius of 25.00 feet a delta angle of 48°11'23" an arc length of 21.03 feet along said curve having a chord direction of (S65°48'52"E) and a chord length of 20.41 feet, thence East (S89°54'33"E) a distance of 120.61 feet, thence Northeasterly (N48°51'00"E) a distance of 37.92 feet, thence South (S07°36'34"W) a distance of 100.87 feet, to the Point of Beginning, said tract containing 0.3686 acres.

Veneterra View

Beginning at Point "H", thence West (N89°51'40"W) a distance of 460.21 feet, thence Southwesterly along a curve to the left having a radius of 30.00 feet a delta angle of 46°34'03" an arc length of 24.38 feet along said curve having a chord direction of (S66°51'18"W) and a chord length of 23.72 feet, thence Northerly along a curve to the right having a radius of 50.00 feet a delta angle of 273°08'06" an arc length of 238.36 feet along said curve having a chord direction of (N00°08'20"E) and a chord length of 68.75 feet, thence Southeasterly along a curve to the left having a radius of 30.00 feet a delta angle of 46°34'03" an arc length of 24.38 feet along said curve having a chord direction of (S66°34'39"E) and a chord length of 23.72 feet, thence East (S89°51'40"E) a distance of 745.08 feet, thence South (S00°03'34"E) a distance of 50.00 feet, thence West (N89°51'40"W) a distance of 285.04 feet, to the Point of Beginning, said tract containing 1.0487 acres.

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Estancia Circle

Beginning at Point "J", thence Southeasterly (S20°13'01"E) a distance of 35.36 feet, thence Southeasterly (S65°13'01"E) a distance of 84.38 feet, thence Easterly along a curve to the left having a radius of 25.00 feet a delta angle of 48°11'23" an arc length of 21.03 feet along said curve having a chord direction of (S89°18'43"E) and a chord length of 20.41 feet, thence Southwesterly along a curve to the right having a radius of 50.00 feet a delta angle of 276°22'46" an arc length of 241.19 feet along said curve having a chord direction of (S24°46'59"W) and a chord length of 66.67 feet, thence Northwesterly along a curve to the left having a radius of 25.00 feet a delta angle of 48°11'23" an arc length of 21.03 feet along said curve having a chord direction of (N41°07'20"W) and a chord length of 20.41 feet, thence Northwesterly (N65°13'01"W) a distance of 84.38 feet, thence Southwesterly (S71°01'53"W) a distance of 34.61 feet, thence Northeasterly (N24°46'59"E) a distance of 98.93 feet, to the Point of Beginning, said tract containing 0.3301 acres.

East Waterloo Road

Beginning at a point 1327.89 feet East (S89°54'33"E) and 33.00 feet North (N00°05'42"E) of the Southwest corner of said Section 34, thence continuing North (N00°05'42"E) a distance of 17.00 feet, thence East (S89°54'33"E) a distance of 1327.77 feet to a point on the East boundary of said Southwest Quarter, thence South (S00°05'42"W) a distance of 17.00 feet to a point on the 33 foot Statutory right-of-way, thence West (N89°54'33"W) along said right-of-way a distance of 1327.82 feet, to the Point of Beginning, said tract containing 0.5182 acres.

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EXHIBIT "C1"

DRAINAGE EASEMENT

Legal Description

Drainage easements situated in the South Half (S1/2) of Section Thirty-Four (34), Township Fifteen North (T15N), Range Two West of the Indian Meridian (R2W.I.M.), Logan County, Oklahoma. More particularly described as follows:

Drainage 1

A 15' foot easement on each side of the following described line, beginning at a point 1327.89 feet East (S89°54'33"E) and 585.11 feet North (N00°05'42"E) of the Southwest corner of said Section Thirty-four, thence Southeast (S65°13'01"E) a distance of 295.79 feet, to the Point of Terminus.

Drainage 2

A 15' foot easement on each side of the following described line, beginning at a point 1327.89 feet East (S89°54'33"E) and 929.52 feet North (N00°05'42"E) of the Southwest corner of said Section Thirty-four, thence Southeast (S47°30'33"E) a distance of 233.01 feet, to the Point of Terminus.

Drainage 3

A 15' foot easement on each side of the following described line, beginning at a point 1985.19 feet East (S89°54'33"E) and 763.68 feet North (N00°05'42"E) of the Southwest corner of said Section Thirty-four, thence North (N07°36'34"E) a distance of 198.72 feet, thence West (N89°54'33"W) a distance of 20.62 feet, thence North (N00°01'04"E) a distance of 227.22 feet to point "L", thence North (N00°01'04"E) a distance of 5.56 feet, thence East (S86°43'30"E) a distance of 167.85 feet, to the Point of Terminus.

AND

Beginning at Point "L", thence West (N 89°54'33" W) a distance of 196.69 feet, to the Point of Terminus.

Drainage 4

A 15' foot easement on each side of the following described line, beginning at a point 1689.13 feet East (S 89°54'33" E) and 2259.77 feet North (N00°05'42"E) of the Southwest corner of said Section Thirty-four, thence Southeast (S18°01'48"E) a distance of 120.95 feet, thence East (S89°58'56"E) a distance of 212.20 feet, thence East (S72°45'52"E) a distance of 52.35 feet, thence East (S89°51'40"E) a distance of 200.34 feet, thence South (S00°01'04"W) a distance of 129.01 feet, thence East (S85°48'34"E) a distance of 172.66 feet, thence Southeast (S66°08'48"E) a distance of 107.03 feet, thence Southeast (S20°11'40"E) a distance of 225.00 feet, thence Southeast (S88°50'27"E) a distance of 137.32 feet, thence Southeast (S 20°11'40" E) a distance of 170.76 feet, to the Point of Terminus.

Drainage 5

A 15' foot easement on each side of the following described line, beginning at a point 2458.91 feet East (S89°54'33"E) and 258.26 feet North (N00°05'42"E) of the Southwest corner of said Section Thirty-four, thence Southeast (S68°32'31"E) a distance of 210.89 feet, to the Point of Terminus.

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EXHIBIT "C2"

COMMON AREA

Legal Description

A tract situated in the South Half (S1/2) of Section Thirty-Four (34), Township Fifteen North (T15N), Range Two West of the Indian Meridian (R2W.I.M.), Logan County, Oklahoma. More particularly described as follows:

Common Area

Beginning at a point 1327.89 feet West (N89°54'33"W) and 2153.38 feet North (N00°05'42"E) of the Southwest corner of said Section 34, thence North (N00°05'42"E) a distance of 485.29 feet, thence East (S89°51'40"E) a distance of 490.41 feet, thence South (S00°01'04"W) a distance of 183.25 feet, thence Southerly along a curve to the right having a radius of 50.00 feet a delta angle of 101°01'37" an arc length of 88.16 feet along said curve having a chord direction of (S06°14'20"W) and a chord length of 77.18 feet, thence Southwesterly (S45°43'31"W) a distance of 342.05 feet, thence Southwesterly along a curve to the left having a radius of 50.00 feet a delta angle of 121°56'37" an arc length of 106.42 feet along said curve having a chord direction of (S74°45'13"W) and a chord length of 87.44 feet, thence Northwesterly (N76°13'06"W) a distance of 158.05 feet to the Point of Beginning, said tract containing 4.8791 acres.

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EXHIBIT "D"

BY-LAWS OF
BELLA TERRA HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 1

NAME AND LOCATION

The name of this corporation is BELLA TERRA HOMEOWNERS' ASSOCIATION, INC. (hereinafter the "Homeowners' Association"), a non-profit corporation.

ARTICLE 2

PURPOSE AND PARTIES

2.01 The administration of every Property described in the Plat and the Declaration of Covenants and Restrictions of BELLA TERRA, of which these By-Laws are a part and which have been submitted to the provisions of 60 Okla. Stat. §§ 851 et seq., by the recording of said Declaration of Covenants and Restrictions and the Exhibits thereto, including a true and correct copy of the By-Laws, shall be governed by these By-Laws. All definitions and terms contained in said Declaration of Covenants and Restrictions shall apply hereto and are incorporated herein by reference.

2.02 All present and future owners, future tenants of any lot, mortgagees and other persons who may use the facility of the Property in any manner are subject to these By-Laws, the Articles of Incorporation of BELLA TERRA HOMEOWNERS' ASSOCIATION, INC., the Declaration of Covenants and Restrictions, the rules and regulations of the Homeowners' Association, and all agreements and easements relating thereto. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a lot shall constitute an agreement by such owner or occupant that these By-Laws, the Articles of Incorporation of BELLA TERRA HOMEOWNERS' ASSOCIATION, INC., the Declaration of Covenants and Restrictions, and the rules and regulations promulgated by the Homeowners' Association or its Board of Directors, as they may be amended from time to time, are accepted as conditions and covenants running with the land and will be complied with.

2.03 The purpose of the corporation is to provide management, maintenance, preservation, control, and rules and regulations and to enforce all mutual, common or reciprocal interests and all restrictions upon all property which may be within BELLA TERRA.

ARTICLE 3

LOT OWNERS

3.01 Membership. Any person on becoming an owner of a lot shall automatically become a member of the Homeowners' Association and be subject to these By-Laws. Such membership shall terminate without any formal action by the Homeowners' Association whenever such person ceases to own a lot, but such termination shall not relieve or release any such former owner from any liability or obligation incurred under or in any way connected with the Homeowners' Association during the period of such ownership and membership in the Homeowners' Association, or impair any rights or remedies which the owners have either through the Board of Directors of the Homeowners' Association or directly against such former owner or member arising out of or in any way connected with ownership and membership and the covenants and obligations incident thereto. The membership shall be deemed conveyed or encumbered with the lot even when such interest is not expressly mentioned or described in the conveyance or other instrument.

3.02 Annual Meetings. Regular meetings of members of the Homeowners' Association shall be held on the Project or such other suitable place convenient to the members as may be designated by the Board. The first meeting of the Homeowners' Association shall be held on October 15, 2006.

3.03 Special Meetings. A special meeting of members of the Homeowners' Association shall be promptly called by the Board upon the vote for such a meeting by a majority of a quorum of the Board or upon receipt of a written request therefor signed by members representing twenty-five percent (25%) of the total voting power of the Homeowners' Association or by members representing fifteen percent (15%) of the voting power residing in members other than Declarant.

3.04 Notice of Meetings. The Board shall give written notice of regular and special meetings to members by mailing a notice to each member which shall specify the place, day and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken. Except in the case of an emergency, notice shall be mailed to each member at least ten (10) days prior to the meeting.

3.05 Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of lot owners shall constitute a quorum at all meetings of the lot owners. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. An affirmative vote of a majority of the owners present, either in person or by proxy, shall be required to transact the business of the meeting except wherein the Declaration of Covenants and Restrictions, the By-Laws or by law a higher percentage vote is required.

3.06 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot or upon receipt of notice by the secretary of the Board of the death or judicially declared incompetence of such member.

3.07 Adjournment. In the absence of a quorum at the commencement of a members' meeting, a majority of those present in person or by proxy may adjourn the meeting to another time, but may not transact any other business. Any meeting adjourned for lack of a quorum shall be continued to a date not less than five (5) days and not more than thirty (30) days from the original meeting date. The quorum for such a reconvened meeting shall be twenty-five percent (25%) of the total voting power of the Homeowners' Association.

3.08 Voting. The owner or owners of each lot shall be entitled to one vote for each lot owned by said owner or owners. Provided, however, that the Declarant shall be entitled to five (5) votes for each lot in which it holds the interest required for membership by Section 6.01 of the Declaration of Covenants and Restrictions of BELLA TERRA. Whenever more than one person holds such interest in any lot, the vote for such lot shall be exercised as those Owners themselves determine and advise the secretary prior to the meeting. In the absence of such advice, the lot's vote shall be suspended in the event more than one person seeks to exercise it. Each vote shall have equal value.

3.09 Order of Business. The order of business of all meetings of the Homeowners' Association shall be as follows:

- (a) Roll call and certifying proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of unapproved minutes;
- (d) Reports of officers;
- (e) Reports of Board of Directors;
- (f) Reports of committees;
- (g) Unfinished business;
- (h) New business;
- (i) Adjournment.

ARTICLE 4

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

4.01 Number and Term of Directors. The Board shall consist of five (5) directors, each of whom shall be a lot owner or an agent of Declarant (while Declarant remains a lot owner). The directors shall serve concurrent terms of one (1) year. The initial directors, who shall be appointed by the Declarant, shall serve until the first meeting of the Homeowners' Association; thereafter, all directors shall be elected and removed according to these By-Laws. So long as the Declarant owns one or more lots, the Declarant shall be entitled to appoint at least one (1) member of the Board who need not be a lot

owner. After the Declarant has conveyed all lots and is no longer entitled to elect one member of the Board, all directors shall be lot owners.

4.02 Election of Board of Directors.

(a) Nominations. Nominations for election to the Board shall be made by written nominations at the annual meeting or at such other meeting specially called for the purpose of electing members of the Board. Each lot owner may list up to five (5) nominees.

(b) Cumulative Voting. Elections of Board members shall be by secret written ballot. The five (5) nominees receiving the highest number of votes shall be deemed elected to the Board.

4.03 Removal. Unless the entire Board is removed from office by a majority vote of the Homeowners' Association's members, an individual director shall not be removed prior to the expiration of his term of office if the number of votes cast against his removal is greater than the quotient arrived at by dividing the total number of votes that may be cast by the authorized number of directors. No director, other than the Declarant or Declarant's agent, shall continue to serve on the Board if, during his term of office, he shall cease to be a lot owner.

4.04 Vacancies. Vacancies in the Board caused by any reason other than the removal of a director by vote of the members shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until a successor is elected at the next annual meeting of the Homeowners' Association or at a special meeting of the members called for that purpose.

ARTICLE 5

MEETINGS OF DIRECTORS

5.01 Regular Meetings. Regular meetings of the Board shall be conducted at least quarterly at a time and place within or near the Project as may be fixed by the Board. Notice of the time and place of regular meetings shall be given to each director personally or by mail or telephone at least three (3) days prior to the day named for the meeting and shall also be posted at a prominent place or places within the Common Elements.

5.02 Special Meetings. A special meeting of the Board may be called by written notice signed by the president of the Homeowners' Association or by any two (2) directors other than the President. Notice shall be provided to all directors in the manner prescribed for notice of regular meetings and shall include a description of the nature of any special business to be considered by the Board.

5.03 Waiver of Notice. Before or at any meeting of the Board, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice to that director. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place of the meeting.

5.04 Quorum. The presence in person of a majority of the directors at any meeting of the Board shall constitute a quorum for the transaction of business and the acts of a majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn from time to time. At any such subsequent meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

5.05 Adjournment: Executive Session. The Board may, with the approval of a majority of a quorum of the directors, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Homeowners' Association is or may become involved and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

5.06 Board Meetings Open to Members. Regular and special meetings of the Board shall be open to all members of the Homeowners' Association; provided, however, members who are not on the Board may not participate in any deliberation or discussion unless expressly so authorized by vote of a majority of a quorum of the Board. PAGE

5.07 Managing Agent and/or Manager. The Board may employ for the Project a managing agent and/or manager at a compensation established by the Board to perform such duties and services as the Board shall authorize.

5.08 Fidelity Bonds. The Board shall attempt to obtain adequate fidelity bonds for all officers and employees of the Project handling or responsible for Project funds. The premium for such bonds shall constitute a common expense.

5.09 Compensation. No member of the Board shall receive any compensation from the Homeowners' Association or lot owners for acting as such.

5.10 Liability of the Board of Directors. The members of the Board shall not be liable to the lot owners for any mistake of judgment, negligence or otherwise except for their own individual willful misconduct or bad faith. The lot owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Homeowners' Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration of Covenants and Restrictions or of these By-Laws. It is intended that the members of the Board shall have no personal liability with respect to any contract made by them on behalf of the Homeowners' Association or the Project. It is understood and permissible for the original Board, who are members of or employed by Declarant, to contract with the Declarant and affiliated corporations without fear of being charged with self-dealing. It is also intended that the liability of any lot owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder as his interest in the Common elements bears to the interests of all the lot owners in the Common Elements. Every agreement made by the Board or by the managing agent or by the director on behalf of the Homeowners' Association shall provide that the members of the Board, or the managing agent or the manager, as the case may be, are acting only as agents for the lot owners and shall have no personal liability thereunder (except as lot owners) and that each lot owner's liability thereunder shall be limited such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all lot owners in the Common Elements.

ARTICLE 6

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

6.1 Powers and Duties. The Board shall have the powers and duties necessary for the administration of the Property and may do all such acts and things except as by law or by the Declaration of Covenants and Restrictions or by these By-Laws may not be delegated to the Board by the lot owners. Without limitation on the generality of the foregoing powers and duties, the Board shall be vested with, and responsible for, the following powers and duties:

- (a) To select, appoint, supervise and remove all officers, agents and employees of the Homeowners' Association; to prescribe such powers and duties for them as may be consistent with law and with the Articles of Incorporation of BELLA TERRA HOMEOWNERS' ASSOCIATION, INC. the Declaration of Covenants and Restrictions and these By-Laws; and to require from them security for faithful service when deemed advisable by the Board;
- (b) To enforce the applicable provisions of the Declaration of Covenants and Restrictions, these By-Laws and other instruments relating to the ownership, management and control of the Project;
- (c) To adopt and publish rules and regulations governing the use of the Common Elements and facilities and the personal conduct of the members and their guests thereon and to establish procedures and penalties for the infraction thereof, subject to approval of the membership;
- (d) To pay all taxes and assessments which are or could become a lien on the Common Elements or a portion thereof;
- (e) To contract for, casualty, liability and other insurance on behalf of the Homeowners' Association as provided in the Declaration of Covenants and Restrictions;
- (f) To cause the Common Elements to be maintained and to contract for ~~any~~ and/or services for the Common Elements or for the Homeowners' Association, subject to the limitations set forth in this Article;

(g) To delegate its powers to committees, officers or employees of the Homeowners' Association or to a management company pursuant to a written contract as expressly authorized by the Declaration of Covenants and Restrictions and these By-Laws;

(h) To prepare budgets and financial statements for the Homeowners' Association as prescribed in these By-Laws;

(i) To initiate and execute disciplinary proceedings against members of the Homeowners' Association for violations of the provisions of the Declaration of Covenants and Restrictions, these By-Laws and such rules as may be promulgated by the Board in accordance with procedures set forth in these By-Laws;

(j) To enter upon any privately owned lot as necessary in connection with inspection, construction, maintenance, enforcement or emergency repair for the benefit of the Common Elements of the owners;

(k) To borrow money and incur indebtedness for purposes of the Homeowners' Association and to cause to be executed and delivered therefor in the Homeowners' Association's name promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor;

(l) To fix and collect regular and special assessments according to the Declaration of Covenants and Restrictions and these By-Laws and, if necessary, to record a notice of assessment and foreclose the lien against any lot for which an assessment is not paid within thirty (30) days after the due date or bring an action at law against the owner personally obligated to pay such assessment. All reserves for capital expansion, repair and maintenance shall be transferred to and held in a trust fund or funds for such purpose established by a vote of a majority of members and shall be expended only in the manner prescribed;

(m) To prepare and file annual tax returns with the federal government and the State of Oklahoma and to make such elections as may be necessary to reduce or eliminate the tax liability of the Homeowners' Association. Without limiting the generality of the foregoing, the Board may, on behalf of the Homeowners' Association, elect to be taxed, if possible, under Section 528 of the Internal Revenue Code or any successor statute conferring income tax benefits on owners' associations. In connection therewith, the Board shall take such steps as are necessary to assure that the income and expenses of the Homeowners' Association for any taxable year shall meet the following limitations and restrictions;

(n) At least eighty percent (80%) of the gross income of the Homeowners' Association for any taxable year shall consist solely of amounts received as membership dues, fees or assessments from lot owners.

(o) At least ninety percent (90%) or more of the expenditures of the Homeowners' Association for any taxable year shall be for the acquisition, construction, management, maintenance and care of the Homeowners' Association's Property;

(p) No part of the net earnings of the Homeowners' Association shall inure (other than by acquiring, constructing or providing management, maintenance and care of the Homeowners' Association's Property and other than by a rebate of excess membership dues, fees or assessments) to the benefit of any private individual;

6.02 Limitation of the Board's Power. Except with the vote or written assent of a majority of the voting power of the Homeowners' Association residing in members other than Declarant, the Board shall be prohibited from taking any of the following actions:

(a) Incurring aggregate expenditures for capital improvements to the Common Elements in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Homeowners' Association for that fiscal year.

(b) Selling during any fiscal year Property of the Homeowners' Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Homeowners' Association for that fiscal year.

(c) Paying compensation to directors or to officers of the Homeowners' Association for services performed in the conduct of the Homeowners' Association's business, provided, however, that the Board may cause a director or officer to be reimbursed for expenses incurred in carrying on the business of the Homeowners' Association.

(d) Entering into a contract with a third person wherein the third person will furnish goods or services for the Common Elements or the Homeowners' Association for a term longer than one (1) year with the following exceptions:

1. Management contract;
2. A contract with public utility company if the rates charged for the materials or services are regulated by the Corporation Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate;
3. Prepaid casualty and/or liability insurance policies of not to exceed three (3) years duration provided that the policy permits for short rate cancellation by the insured;
4. Any agreement for professional management of the Project or any other contract providing for services by Declarant shall provide for termination by either party without cause or payment of a termination fee on ninety (90) days or less written notice and shall provide for a maximum contract term of three (3) years.

ARTICLE 7

OFFICERS AND DUTIES

7.01 Enumeration and Term. The officers of this Homeowners' Association shall be a president and vice-president, who shall at all times be members of the Board, a secretary, treasurer and such other officers as the Board may from time to time be resolution create. The Officers shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign or shall be removed or otherwise disqualified to serve.

7.02 Election of Officers. Except as to the initial officers who shall be elected by the Board appointed by the Declarant as herein provided, the election of officers shall take place at the first meeting of the Board following each annual meeting of the members.

7.03 Resignation and Removal. Any officer may be removed from office by a majority of the Board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignations shall take effect on the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

7.04 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

7.5 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to this Article.

7.6 Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board and the Homeowners' Association (members); shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks (unless the authority to sign checks in the ordinary course of the Homeowners' Associations' business has been delegated to a management company as provided in these By-Laws) and promissory notes.

(b) Vice-President. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary-Treasurer. The secretary-treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the owners' Association, together with their addresses; receive and deposit in appropriate bank accounts all monies of the Homeowners' Association and shall disburse such funds as directed by resolution of the Board; shall co-sign all checks and promissory notes of the Homeowners' Association; keep proper books of accounts and prepare or have prepared financial statements as required in these By-Laws; and shall perform such other duties as provided by the Board. The duty of the secretary-treasurer to receive and deposit funds and to sign checks in the ordinary course of the Homeowners' Association's business may be delegated to a management company as provided in these By-Laws.

7.07 Compensation of Officers. No officer shall receive any compensation from the Homeowners' Association or lot owners for acting as such.

ARTICLE 8

MAINTENANCE AND ASSESSMENTS

Pursuant to the procedures and guidelines as set forth in the Declaration of Covenants and Restrictions, the Board shall levy, collect and enforce regular and special assessments for the operation of the Homeowners' Association and for management, maintenance and operation of the Common Elements. The assessments shall be used exclusively to promote the recreation, health, safety and welfare of all residents in the entire Project for improvement and maintenance of the Common Elements for the common good of the Project. Regular assessments shall include an adequate reserve fund for maintenance, repairs and replacements of the Common Elements.

ARTICLE 9

DISCIPLINE OF MEMBERS: SUSPENSION OF RIGHTS

The Homeowners' Association shall have no power to cause a forfeiture or abridgment of an owner's right to the full use and enjoyment of his individually owned lot on account of a failure by the owner to comply with provisions of the Declaration of Covenants and Restrictions, these By-Laws or of duly enacted rules of operation for the Common Elements and facilities, except where the loss or forfeiture is the result of the judgment of a court or a decision arising out of arbitration or on account of a foreclosure or sale under a power of sale for failure of the owner to pay assessments levied by the Homeowners' Association. Notwithstanding the foregoing, the Board shall have the power to impose reasonable monetary penalties, temporary suspensions of an owner's rights as a member of the Homeowners' Association or other appropriate discipline for failure to comply with the Declaration of Covenants and Restrictions, these By-Laws or duly enacted rules; provided that an owner subject to such possible penalties shall be given reasonable notice and the opportunity to be heard by the Board with respect to the alleged violations before a decision to impose discipline is reached. In the case in which monetary penalties are to be imposed, such penalties shall be according to a schedule of penalties related to specific offenses, which schedule shall be proposed by the Board and approved by the vote or written assent of a majority of the voting power of each class of membership. Such penalties shall bear a reasonable relationship to the conduct for which the penalty is imposed and may only be imposed prospectively.

ARTICLE 10

BUDGETS, FINANCIAL STATEMENTS, BOOKS AND RECORDS

10.1 Budgets and Financial Statements. Financial statements for the Homeowners' Association shall be regularly prepared and copies shall be distributed to each member of the Homeowners' Association as follows:

(a) A pro forma operating statement (budget) for each fiscal year shall be distributed not less than sixty (60) days before the beginning of the fiscal year.

(b) A balance sheet (as of an accounting day which is the last day of the month closest in time to twelve (12) months from the date of closing of the first sale of a lot in the Project to an individual owner) and an operating statement for

the period from the date of the first closing to the said accounting date shall be distributed within sixty (60) days after the accounting date. This operating statement shall include a schedule of assessments received and receivable identified by the number of the lot and the name of the lot owner assessed.

(c) A balance sheet as of the last day of the Homeowners' Association's fiscal year and an operating statement for said fiscal year shall be distributed within ninety (90) days after the close of the fiscal year.

(d) In the event a holder, insurer or guarantor of any first mortgage that is secured by a lot in the Project submits a written request therefor, the Homeowners' Association will provide an audit statement for the preceding fiscal year.

10.02 Fiscal Year. The fiscal year of the Homeowners' Association shall be designated by resolution of the Board. In the absence of such resolution, the fiscal year shall be the calendar year.

10.02 Inspection of Homeowners' Association's Books and Records. The membership register, books of account and minutes of meetings of the members, of the Board and of committees of the Board or Homeowners' Association shall be made available for inspection and copying by any member of the Homeowners' Association or by his duly appointed representative at any reasonable time and for a purpose reasonably related to his interest as a member at the office of the Homeowners' Association or at such other place within the Project as the Board shall prescribe. Such inspection may take place on weekdays during normal hours following at least forty-eight (48) hours written notice to the Board by the member desiring to make the inspection. Any member desiring copies of any document shall pay the reasonable cost of reproduction. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Homeowners' Association and the physical properties owned or controlled by the Homeowners' Association. The right of inspection by a director includes the right to make extracts and copies of documents.

ARTICLE 11

AMENDMENT OF BY-LAWS

Except as may be provided otherwise in these By-Laws, the By-Laws may be amended by a vote or written assent of owners of at least two-thirds (2/3rds) of the aggregate interest in the Common Elements as established by the Declaration of Covenants and Restrictions; provided, however, that each of the particular requirements set forth in 60 Okla. Stat. §§ 850 through 855, inclusive, as it now reads or may be hereafter amended shall always be embodied in the By-Laws.

ARTICLE 12

MISCELLANEOUS PROVISIONS

12.01 Regulations. All owners, tenants or their employees or any other person that might use the facilities of the Project in any manner are subject to the regulations set forth in these By-Laws and in the Project documents and to all reasonable rules enacted pursuant to the Declaration of Covenants and Restrictions. Acquisitions, rental or occupancy of any lot shall constitute acceptance and ratification of the provisions each of the foregoing.

12.02 Indemnity of Officers and Directors. Each director and officer shall be indemnified by the Homeowners' Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him by judgment or settlement in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or an officer of the Homeowners' Association, except in cases of fraud, gross negligence or bad faith of the director or officer in the performance of his duties.

12.03 Committees. In addition to the Design Review Committee, the Board shall appoint such other committees as deemed appropriate in carrying out its purpose.

12.04 Notices. Any notice permitted or required to be given by the Project documents may be delivered either personally or by mail or as otherwise specifically provided in the Project documents. If delivery is by mail, it shall be deemed to have been given seventy-two (72) hours after a copy of the same has been deposited in the U.S. Mail, postage

prepaid, return receipt requested, addressed to each person at the current address given by such person to the secretary of the Homeowners' Association or addressed to the lot of such person if no address has been given to the secretary; provided, however, that notice of regular or special meetings of members may be mailed without a return receipt. Provided further that notice to members of the Design Review Committee may be addressed to such individuals %M & R LAND DEVELOPMENT, L.L.C., 3324 French Park Drive, Suite D, Edmond, Oklahoma 73034.

ARTICLE 13

OBLIGATIONS OF THE OWNERS

13.01 Assessments.

(a) Assessments. Assessments shall be due yearly in advance on the first day of each year. After yearly assessments have been set by the Board, the Board shall prepare and deliver or mail to each owner an individual statement of the owner's yearly assessment; thereafter, yearly statements shall be prepared and delivered or mailed annually, or more often in the event of a change in the assessment of the levying of a special assessment and/or if deemed desirable or necessary by the Board.

(b) Basis for Assessments. The assessments made for common expenses shall be based upon the estimated cash requirements as the Board determines is to be paid by all of the owners, including the Declarant, to provide for the payment of all estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alterations and improvements of and to the Common Elements, which sum may include, but shall not be limited to, expenses of management; taxes and special assessments until separately assessed; premiums for fire insurance with extended coverage and vandalism and malicious mischief (with endorsements issued in the amount of the maximum replacement value of all of the Common Elements); casualty and public liability and other insurance premiums; landscaping and care of grounds; repair and replacement of the entrance gate; common lighting; repairs and renovations; removals of pollutants and trash collections; wages, utility charges for Common Elements; beautification and decoration; professional fees, including legal and accounting fees, management fees, expenses and liabilities incurred by the managing agent or Board on behalf of the owners under or by reason of the Declaration of Covenants and Restrictions and the By-Laws of the Homeowners' Association; for any deficit arising or any deficit remaining from a previous period; the creation of a reasonable contingency fund, reserves, working capital and sinking funds as well as other costs and expenses relating to the Common Elements. In the event the cash requirements for Common Elements exceed the aggregate assessments made pursuant to this Article, the Board may from time to time and at any time make pro rata increases or decreases in the yearly assessments and/or shall be authorized to change the frequency of assessments. The omission or failure to fix the assessment for any period shall not be deemed a waiver, modification or a release of the owner from their obligations to pay the same.

(c). Special Assessments. In addition to those assessments described in paragraph (a) above, special assessments may be made from time to time by the Board to meet other needs or to construct or establish facilities deemed of benefit to the Homeowners' Association and the owners by the Board or to overcome deficits in the operating budgets; however, there shall be no special assessments for additions, alterations or improvements of or to the Common Elements requiring an expenditure by the Homeowners' Association in excess of \$10,000.00 in any one calendar year without the prior approval of the majority of the owners. Such limitations shall not be applicable, however, to special assessments for the replacement, repair, maintenance or restoration of any Common Elements which are to be paid for by the Homeowners' Association according to the Declaration of Covenants and Restrictions and these By-Laws.

(d) Owner's Personal Obligation for Payment of Assessments. The amount of total assessments against such lot shall be the personal and individual debt of the owner thereof. The Board shall have the responsibility to take prompt action to collect any unpaid assessment in accordance with the terms of the Declaration of Covenants and Restrictions.

ESTABLISHMENT OF BY-LAWS

The undersigned, being the Declarant and all of the directors appointed by Declarant and the incorporators of the corporation, pursuant to the Declaration of Covenants and Restrictions of BELLA TERRA HOMEOWNERS' ASSOCIATION, INC. and the Articles of Incorporation, do hereby certify the foregoing to be the By-Laws of BELLA

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TERRA HOMEOWNERS' ASSOCIATION, INC. and by our signatures hereto, do hereby adopt the foregoing By-Laws as of the 27 day of June, 2006.

M & R LAND DEVELOPMENT, L.L.C.,
An Oklahoma Limited Liability Company

By: Martin Teuscher
Martin Teuscher, Manager

BELLA TERRA HOMEOWNERS' ASSOCIATION, INC.
An Oklahoma Corporation

By: Martin Teuscher
Martin Teuscher, President

STATE OF OKLAHOMA)
)
COUNTY OF Logan)
)
COUNTY OF OKLAHOMA)

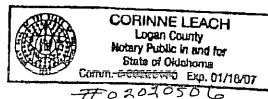
Before me, the undersigned, a Notary Public in and for said County and State, on this 27 day of June, 2006, personally appeared Martin Teuscher, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Manager of M & R LAND DEVELOPMENT, L.L.C. and President of BELLA TERRA HOMEOWNERS' ASSOCIATION, INC. and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

My Commission Expires:

Jan 14, 2007

Corinne Leach
Notary Public



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EXHIBIT "E"

ARCHITECTURAL AND DESIGN RULES
ADOPTED BY THE DESIGN REVIEW COMMITTEE
OF BELLA TERRA

The following uses and restrictions are hereby adopted by the Design Review Committee as a guide for the review and approval of any Improvement upon any Lot or Commons. These rules are intended as a guide to the Design Review Committee in order to maintain the harmony, character and charm of BELLA TERRA and to enhance the value of each Lot and the neighborhood as a whole. The rules may be amended at any time as provided in the Declaration of Covenants and Restrictions of BELLA TERRA.

- a. Submission of Plans for Approval. No construction or erection of any nature whatsoever shall be commenced or maintained upon any Lot or the Common Elements (except as is installed or approved by the Declarant in connection with the initial construction of structures or buildings on the property); nor shall any exterior addition to, or change or alteration thereon, be made unless and until two (2) sets of the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to the Design Review Committee and approved as to the harmony of external design and location in relation to surrounding structures and topography, in writing by the Design Review Committee. Samples of exterior building materials (i.e. brick, stone, roofing, paint, siding and trim) shall presented to the Design Review Committee along with the plan and specifications.
- b. Size and Height. Residences constructed shall be the height and contain the minimum floor space, as follows:

See Section 8.09 Architectural and Design Standards of Bella Terra Addition Phase I portions of which are included herein only for the purpose of reference and may not be amended except as provided for by the Declaration of Covenants and Restrictions of Bella Terra Addition Phase I

8.09(a). Construction Requirements. Any Residence constructed upon said Lots in BELLA TERRA shall have a minimum square footage of 2,300 square feet and may not exceed two stories in height unless a variance is granted by the Design Review Committee. In computing the square footage of a Residence, the square footage shall be computed exclusive of basements, open porches, carports, garages, and outbuildings. **The principal material of the exterior of each wall in all the buildings on any Lot in BELLA TERRA must be approved by the Design Review Committee in writing.** A determination of the Design Review Committee as to the design, elevation and nature of the permissible materials used shall be final and binding on all persons. Garages may be attached, built-in or detached, and must be at least two cars wide, unless otherwise approved by the Design Review Committee. Every outbuilding erected on any of said Lots shall, unless the Design Review Committee otherwise consents in writing, correspond in style and architecture to the Residence to which it is appurtenant.

8.09(b). Building Lines. No Residence or any part thereof or any other building shall be constructed on any Lot nearer to the front line of said Lot than thirty-five (35) feet from the edge of the recorded utility easement, which when combined equals a distance of sixty (60) feet from the centerline of the roadway easement or farther from the front line of said Lot than fifty-five (55) feet from the edge of the recorded utility easement, which when

combined equals a distance of eighty(80) feet from the centerline of the roadway easement. No Residence or garage may be placed on a Lot so that it is closer to the side Lot line than seven and one-half (7 1/2) feet. The actual location of any Improvements on a Lot shall be designated on a plot plan that has been approved in writing by the Design Review Committee prior to the commencement of construction. The Design Review Committee shall have the right to grant variances to any building set-back lines.

c. Materials. The principal exterior of any residence shall be at least sixty (80%) percent brick, or natural stone, and forty (20%) percent may be lap siding or other material which will blend together with brick, stone or stucco. It is the intention of this restriction to allow panels of other materials than brick, or natural stone to be used, but in no event shall a continuing wall consisting of forty (20%) percent of the exterior of the residence be built of material other than brick, or natural 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 from the above must be approved, in advance, 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.

d. Landscaping and Lawns. The Owner of each Lot shall be required to expend the sum of \$1,500.00 for trees and shrubs or perennial plants to be placed on each Lot owned. The expenditure must be made and the trees and shrubs planted within six months after the date a certificate of occupancy is issued for the Lot, unless an extension is approved by the Design Review Committee. No amount paid for grass, dirt, sprinkler systems, etc. shall qualify for this minimum expenditure. The Builder of each Lot shall be required to install at least 10,000 square feet of sod between the front of the residence and the roadway prior to transfer of property from Builder to Purchaser or within two months of occupancy which ever occurs earlier, or in the alternative, if the nature and character of the lot prohibit said installation of the minimum amount of sod, submit a turf grass plan to the Design Review Committee which shall be implemented within two months after a certificate of occupancy is issued.

e. Floodlights and Landscape Lighting. Outdoor floodlights and landscape lighting must be approved by the Design Review Committee and must not be offensive to adjoining property.

f. Architectural Styles. The Design Review Committee shall have the ultimate authority and discretion in approving the architectural styles of structures in BELLA TERRA and may in this regard make the final determination whether the style of home proposed is in harmony with the atmosphere of the development and in conformity with the intent of the Design Review Committee.

g. Roof Pitch. Roof pitch minimum shall be 10-12 pitch UNLESS OTHERWISE APPROVED BY THE DESIGN REVIEW COMMITTEE.

h. Roof Construction. In addition to the approval of the Plans and Specifications for construction of buildings and structures on any Lot, all roofs and roof materials shall be specifically submitted, by separate letter, to the Design Review Committee for their review and written approval prior to construction of the structure or installation of roofing material. Acceptable roofing materials shall comply with the following:

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Acceptable roofing material shall be 30 year or more asphalt composition single shingle similar to, but not limited to Elk Products-Prestige P+ or Timberline Ultra Series. Color: Weatheredwood or Shadow or other colors that are of matching tone, in the event these named colors not be available. Copper, painted metal, or lapped valleys are required. Any deviation from these must be approved by the Architectural Committee or the Declarant.

i. Guttering. Full guttering is required on all homes, garages, and outbuildings.

j. Fences and Retaining Walls. No fence or retaining wall shall be constructed or installed until the location, design, material and quality of same shall have been approved by the Design Review Committee. No fences may be installed within the street easement or in front of the residential structure. Fences must be no less than four (4) feet in height and no more than five (5) feet in height. Appropriate fence materials, subject to approval by the Design Review Committee, are black vinyl coated chain link fence. The Design Review Committee may grant variances to the fence requirements if, in its discretion, the fence meets the objectives of the Covenants of BELLA TERRA.

All fences must be set back at least two (2) 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 Common Area fences, if the only fence present at that location, shall be maintained by the owner of the abutting lot.

Retaining walls may not be constructed with railroad ties. Appropriate retaining wall materials, subject to approval by the Design Review Committee, are five (5) by five (5) treated or cedar landscape timbers. The Design Review Committee may grant variances to the retaining wall material requirements if, in its discretion, the proposed material meets the objectives of the Covenants of BELLA TERRA.

k. 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 Residence and other Improvements are completed. No delay in the course of construction within a period of fourteen (14) months will be permitted, unless further extension of time for the completion of said Residence and Improvements is given by Declarant. If no such consent is given the Declarant or its designee may, but shall not be obligated to, complete such construction.

l. Structure. Footing and stem foundation construction is required. No exposed stem walls and/or concrete.

m. Pool Cabanas, Detached Buildings, and barns. No metal buildings, tents, trailers, or temporary structures shall be permitted to be erected or maintained within BELLA TERRA. Provided, however, pool cabanas, studios, guest cottages, and other outbuildings may be constructed and maintained after the plans, specifications, design and location of same have been approved in writing by the Design Review Committee. Any outbuilding shall be limited to a footprint of 20' by 25' with a maximum sidewall height of 9' from the base of the pad. Such structures must be setback at least 10 feet from the front of any home constructed on a lot. Such structures must correspond in style, architecture and materials to the principal residence.

n. Treehouses and Playground Equipment. No trechouses or platforms in trees, play towers or other similar structures or equipment shall be located in front of the front building limit line or within fifty feet of any Lot boundary.

o. Garages. Garages may be side, front, or rear entry.

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p. Basketball Goals. Basketball goals must be free standing and positioned behind the front line of the Residence. Basketball hoops/goals attached to the home or garage are prohibited. Location of basketball goals must be approved by the Design Review Committee.

q. Above Ground Pools. No swimming pools with a capacity of more than 150 gallons of water shall be installed, placed, erected or maintained above the surface of the ground of any Lot.

r. Erosion Control. During construction of any improvements on any Lot, erosion control must be maintained by the Owner/Builder to control runoff onto the street, common areas, or adjoining property. Failure of a Lot owner to maintain erosion control shall render the Owner/Builder responsible for all costs associated with remediation, repair, replacement or correction of any problem or condition which is caused or created as a result of the failure of an Owner/Builder to implement or maintain erosion control. Further, if the developer and/or Homeowners Association is required to repair or install erosion control after five (5) days written notice, which may be mailed to the Lot owner or posted upon the Lot, the Lot owner shall be responsible for all costs associated with the repair and/or installation of said erosion control by the developer and/or Homeowners Association.

s. Mailboxes. Each home must have a masonry mailbox set next to the street which contains the address of the property. The address must be displayed in the mailbox in a cast concrete or stone insert. All mailboxes shall be approved by the Design Review Committee.

t. Chimneys. Brick, stone, stucco, or other material approved by the Design Review Committee are required for any fireplace located on an outside wall with an exception being made for metal chimneys on the back of any residence which are not visible from the road.

u. Yard Ornaments. No sculpture or lawn ornaments of any kind will be permitted in yards visible from the street without the written consent of the Design Review Committee.

v. Driveways. Driveways shall be constructed as follows:

SEE SECTION 8.09 (c) of the Declaration of Covenants and Restrictions of BELLA TERRA Addition Phase I which is included herein only for the purpose of reference and may not be amended except as provided for by the Declaration of Covenants and Restrictions of Bella Terra Addition Phase I.

8.09(c). Driveways. Driveway approaches from the edge of the street pavement to the edge of the street easement shall be concrete. The driveway from the end of the approach to the residence must be concrete and shall be continuously maintained so as to avoid unsightly deterioration and the growth of grass or any other plant on or through such surface. No driveway shall be constructed or altered without the prior written consent of the Design Review Committee, which shall consider the appearance, design and materials of said driveway and the effect the driveway may have on drainage affecting the Commons or any other Lot. Tin horns or drainage pipe extending under a driveway shall have a concrete, brick, or rock headwall and the driveway approach must have a radius on the curves of at least thirty degrees.

w. Windows. Each home must have divided light windows in all windows on the front of the home which faces or is visible from the roadway easement.

