

**SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
(AND NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS)
OF TWIN BRIDGES**

**A Part of Section 12, T14N, R3W, I.M.
Edmond, Oklahoma County, Oklahoma**



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State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, GOLDEN GATE DEVELOPMENT LLC, an Oklahoma limited liability company, hereafter referred to as the "Declarant," is the owner of the land platted as GOLDEN GATE AT TWIN BRIDGES FIFTH ADDITION and recorded in Plat Book Seventy-three (73), at Page Forty (40) on the 27th day of July, 2015 (the "Plat") in the office of the County Clerk of Oklahoma County, State of Oklahoma; and

WHEREAS, Declarant desires to submit the land and improvements constructed thereon to Oklahoma's Real Estate Development Act (Title 60 O.S. 1971, Sections 851-855, as amended), and

WHEREAS, Declarant desires the land and improvements constructed thereon be made fully subject to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (AND NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS) OF TWIN BRIDGES as filed of record in the office of the County Clerk of Oklahoma County, State of Oklahoma in Book 10115, at Pages 1472 through 1503 (as amended), as provided for and authorized under Section 16.11 (Future Additions) therein.

NOW, THEREFORE, Declarant does hereby publish and declare that the land and its improvements are hereby made fully subject to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (AND NOTICE, DISCLOSURE & DISCLAIMER TO FUTURE BUYERS) OF TWIN BRIDGES as filed of record in the office of the County Clerk of Oklahoma County, State of Oklahoma in Book 10115, at Pages 1472 through 1503 (as amended), in accordance with and subject to the provisions of the Oklahoma Real Estate Development Act, and that the covenants, conditions, restrictions, use limitations, obligations, and provisions hereof shall be deemed to run with the land herein described and shall be for the use and benefit to the Declarant, its successors and assigns, and to any person or entity acquiring or owning an interest in the land and improvements, or any person thereof, their grantees, successors, heirs, personal representatives, devisees and assigns.

*B. Kopyasah 13/37 Courtesy
F 2063173*

First American Title & Trust Co.
133 N. W. 8th
X Oklahoma City, OK 73102

IN WITNESS WHEREOF, the undersigned executed this Supplementary Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Twin Bridges on this 30th day of July, 2015.

Golden Gate Development LLC,
an Oklahoma Limited Liability Company

By: *J.I. Bud Bartley*
J.I. "Bud" Bartley, Manager

STATE OF OKLAHOMA)
) ss
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 30th day of July, 2015, by J.I. "Bud" Bartley, Manager of Golden Gate Development LLC, an Oklahoma Limited Liability Company.



Misty Clifton
Notary Public

EXHIBIT "A"

Legal Description for Golden Gate At Twin Bridges Fifth Addition (as platted)

A tract of land lying the Northwest Quarter of Section 12, Township 14 North, Range 3 West, of the Indian Meridian, Edmond, Oklahoma County, Oklahoma; said tract being more particularly described as follows:

COMMENCING at the Southwest corner of the Northwest Quarter of Section 12, Township 14 North, Range 3 West; thence S89°59'21"E along the South line of said Northwest Quarter a distance of 1381.51 feet to the POINT OF BEGINNING; thence parallel with the West line of said Northwest Quarter, N00°17'05"W, 309.76 feet; thence N40°13'54"E, 114.71 feet to a point on the Southerly and Westerly boundary of Golden Gate At Twin Bridges Third Addition according to the plat thereof as recorded in the Public Records of Oklahoma County, Oklahoma; thence along said Southerly and Westerly boundary the following six (6) courses: S59°32'18"E, 155.95 feet; thence N82°00'49"E, 217.99 feet; thence S00°29'19"W, 135.44 feet; thence S00°45'14"E, 60.00 feet to a point on a non-tangent curve to the left, having a radius of 970.00 feet, a central angle of 5°52'12", a chord bearing of S87°79'08"E, and a chord distance of 99.33 feet; thence along the arc of said curve a distance of 99.38 feet; thence S00°00'39"W, 149.45 feet to a point along the afore described South line of the Northwest Quarter; thence N89°59'21"W, 521.72 feet along said South line of the Northwest Quarter to the POINT OF BEGINNING.

Said Lands lying in the City of Edmond, Oklahoma County, Oklahoma and containing 3.70 acres more or less. This description was prepared on 07-31-2014 by Kevin J. Ingram Oklahoma licensed surveyor No. 1717. Basis of bearing : Oklahoma Coordinate System of 1983 North grid zone being S89°59'21"E along the South line of the Northwest corner of Sec. 12, T14N, R3W, I.M.

EXHIBIT "B"

Initial Use Restrictions and Rules

The following restrictions shall apply to all of the Property until such time as they are amended, modified, repealed or limited by rules of the Association adopted pursuant to Section 3 of the Declaration.

1. **General.** The Property shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center and/or a sales office for any real estate broker retained by Declarant to assist in the sale of property described in Exhibit "A", offices for any property manager retained by the Association or business offices for Declarant or the Association) consistent with this Declaration and any Supplemental Declaration.

2. **Restricted Activities.** The following activities are prohibited within the Property unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:

- (a) Parking of any vehicles on public or private streets or thoroughfares, or parking of commercial vehicles or equipment, mobile homes, recreational vehicles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than enclosed garages; provided, construction, service and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area;
- (b) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, and household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. Not more than two (2) dogs and/or two (2) cats may be kept on each lot; dogs and cats must be restricted behind a fence, or on a leash, or in a building at all times; dogs and cats must be annually licensed by the City of Edmond and annually vaccinated against rabies; dogs and cats must wear immunization and registration tags on the collar or harness at all times. Residents must carry a pick up scooper with them, when they are walking their pet for the purpose of picking up the pet's excretion;
- (c) Any activity which emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Lots;

- (d) Any activity which violates local, state or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;
- (e) Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy or untidy condition to exist outside of enclosed structures on the Lot;
- (f) Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Lots;
- (g) Outside burning of trash or debris, except during the normal course of constructing a dwelling on a Lot;
- (h) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Lots, except alarm devices used exclusively for security purposes;
- (i) Use and discharge of firecrackers and other fireworks;
- (j) Dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the Property, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff, and Declarant and Builders, provided a Builder has specifically obtained the permission of Declarant, may dump and bury rocks and trees removed from a building site on such building site;
- (k) Accumulation of rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers;
- (l) Obstruction or rechanneling of drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that Declarant shall have such right;
- (m) No Lot shall be physically split or subdivided into two or more parcels by any means. For the purpose of the preceding sentence, "any means" includes but is not limited to deeds, mortgages or liens, mortgage or lien foreclosures, partition suits or any other means whatsoever. Notwithstanding anything herein contained to the contrary, lot lines may be re-drawn, and lots in Property may be reallocated into a different lot or lots so long as the number of lots in Property is not increased and the redrawing or re-allocation is approved by the Architectural Committee;

- (n) Swimming, or other active use of any possible water feature, if applicable, within the Property, except that small water craft (non-motorized) and fishing from the shore shall be permitted, provided the user has obtained permission of Declarant, with appropriate licenses and Declarant, its successors and assigns, shall be permitted to draw water from the lake within the Property for purposes of irrigation and such other purposes as Declarant shall deem desirable. The Association and the Declarant shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams or other bodies of water within or adjacent to the Property;
- (o) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;
- (p) On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment;
- (q) Any business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (ii) the business activity conforms to all zoning requirements for the Property; (iii) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Property; and (iv) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

Leasing of a Lot shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by Declarant or a Builder approved by Declarant with respect to

its development and sale of the Property or its use of any Lots which it owns within the Property;

- (r) Capturing, trapping of wildlife within the Property, except in circumstances posing an imminent threat to the safety of persons using the Property;
- (s) Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Property or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;
- (t) Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Lot without prior approval pursuant to Section IV;
- (u) Operation of motorized vehicles on pathways or trails maintained by the Association;
- (v) Construction, erection, or placement of anything, permanently or temporarily, on the outside portions of the Lot, whether such portion is improved or unimproved, except in strict compliance with the provisions of Section 4 of the Declaration. Unless otherwise permitted in the Design Guidelines, this shall include, without limitation, signs, basketball hoops, swing sets and similar sports and play equipment; clotheslines; garbage cans; woodpiles; above-ground swimming pools; docks, piers and similar structures; antennas, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind; and hedges, walls, dog runs, animal pens, or fences of any kind;
- (w) Use of go-carts and motorized scooters on any portion of the Property and for any purpose whatsoever.
- (x) The construction or maintenance of a billboard or advertising boards or structures on any lot in Property is prohibited. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period;
- (y) Basketball backboards may be erected at the residences in the Property. Each backboard must have a free standing structure supporting it and may not be attached to a house. The supporting structure must be constructed from rust resistant steel and maintained at all times, i.e., supporting structure to be kept completely painted and free of dirt and any markings giving it an unsightly appearance. The backboard must be constructed from a plastic and/or fiberglass material and must be kept clean and free of any marking

which gives it an unsightly appearance. A backboard which is cracked must be removed or replaced immediately. The net must be free of all rips and tears and shall be replaced whenever it becomes unsightly. The rim must be kept painted and free of dirt and any markings which give it an unsightly appearance. The rim must be kept perpendicular to the backboard in a standard basketball installation. No offensive activity is permitted which results from use of the basketball backboard;

- (z) No skateboard or bicycle ramps may be constructed in any yard or Common Area;
- (aa) No tree or shrub, the trunk of which exceeds two (2) inches in diameter, shall be cut down or otherwise destroyed without the prior express written consent of the Architectural Committee; and
- (ab) No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the frontal portion of any lot, unless approved by the Architectural Committee;
- (ac) All trash receptacles shall be stored so they are not visible from the street or driveway of any Lot within the Property.
- (ad) No vinyl or linoleum flooring shall be used on the interior of any home within the Property.

3. Prohibited Conditions. The following shall be prohibited within the Property:

- (a) Plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property;
- (b) Structures, equipment or other items on the exterior portions of a Lot which have become rusty, dilapidated or otherwise fallen into disrepair; and
- (c) Sprinkler or irrigation systems or wells of any type which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the Property, except the Association shall have the right to draw water from such sources.

4. Leasing of Lots. "Leasing", for purposes of this Paragraph, is defined as regular, exclusive occupancy of a Lot by any Person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. All leases shall be in writing. The Board may require a minimum lease term. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Lot Owner within ten (10) days of

execution of the lease. The Owner must make available to the lessee copies of the Declaration, Bylaws, and the Use Restrictions and Rules.

7. The living area of any home constructed on Lots One (1), Two (2), Three (3), Four (4), Five (5), Nine (9), Ten (10) and/or Eleven (11) of Block One of Golden Gate At Twin Bridges Fifth Addition, shall not be less than 2400 square feet without the approval of the Architectural Committee. The living area of any home constructed on and Lots Six (6), Seven (7) and/or Eight (8) of Golden Gate At Twin Bridges Fifth Addition, shall not be less than 2800 square feet without the approval of the Architectural Committee. No roofing material, valley or ridge shall be used on any structure located on any lot in Property without the approval of the Architectural Committee. All roofing material shall be a minimum thirty (30) year warranty roof.

8. Setbacks from front and side building lines as shown on the plat are an absolute minimum and the Architectural Committee shall require further setbacks as they, in their sole discretion, determine as appropriate for the architectural and aesthetic harmony of the addition. Normally the additional setback from front building lines as shown on the plat to be required by the Architectural Committee shall be an additional five (5) feet.

9. No skateboard ramps shall be allowed on any lot in Property.

10. No outside antennas shall extend beyond five feet of the roof line.

11. No electric windmills shall be allowed on any lot in Property.

12. No existing structure of any type may be moved onto any lot in the Property.

13. The Design Guidelines in this Exhibit "C" do not apply to the Declarant.

14. The current mailing address of the Architectural Committee is 7608 N. Council Rd., Oklahoma City, Oklahoma 73132, Attention: J. I. "Bud" Bartley.

15. Without the prior written approval of the Architectural Committee, the minimum roof pitch on any home shall be ten (10) pitch when viewed from the front building line.

16. All homes shall install, at the Owner's sole cost and expense, a uniform mailbox as designed and determined by the Declarant.

17. All air conditioning units shall be installed in such a manner that they are screened from site from the street adjacent to the Lot.

18. The windows of any home shall be of vinyl or wood construction.

19. Each home constructed shall have landscape installed as approved by the Reviewer equal to one and one-half percent (1.5%) of the initial sales price of the home. The

landscape design of each home within the Property shall include a minimum of three (3) trees with a trunk size not less than two (2) inches in diameter.

20. All fireplace chimneys, if constructed, shall be constructed of brick or stone and shall have installed thereon and maintained, spark guards.

No main residential building shall ever be erected, placed or constructed on any lot or building site in this subdivision unless at least eighty percent (80%) of the first floor exterior walls thereof be of brick, brick veneer, stone or stone veneer, stucco or other material specifically approved by the Architectural Committee, provided however, that all windows or doors located in said exterior walls shall be excluded in the determination of the areas of eighty percent (80%) of said exterior walls and as further provided that where a gable-type roof is constructed and a part of the exterior walls are extended above the interior room ceiling line due to the construction of such gable-type roof, then that portion of such wall or walls extending above the interior room ceiling height may be constructed of wood material and also likewise excluded from the square foot area in determining what constitutes eighty percent (80%) of the exterior walls of said residential building.

3. The Declarant or the Architectural Committee composed of Alvin R. Bates, Carol C. Anderson and J. I. "Bud" Bartley, is hereby granted the right to grant exceptions or waive any and all restrictions imposed by this document. Said waiver must be in writing and recorded of record to be a valid waiver. Any such waiver will be at the sole discretion of the Declarant or the Architectural Committee and any waiver shall not obligate the Architectural Committee to grant similar waivers in the future.

4. No business, trade or commercial activity shall be carried on upon any residential lot, unless transacted completely within the home itself and without disturbance to neighbors. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No mobile home, trailer, camper, boat, motor home, truck or like equipment may be parked, stored, kept, repaired or serviced on any lot between the building line and the front property line or on corner lots, the side building line and the street side property line for each lot as shown on the recorded plat of Property. The intent of this covenant is to prohibit the parking or storage of any or all vehicles or equipment other than conventional passenger automobiles in operating condition, in the afore described areas of each lot.

5. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a resident either temporarily or permanently. No existing structure of any type may be moved onto any lot in this addition from another location.

6. All fencing materials and fencing locations shall be approved by the Architectural Committee. All homes located adjacent to any water feature or Common Area on the Property or adjoining the Property shall have four (4) foot wrought iron fences in design and material approved by the Architectural Committee. No fencing shall be allowed in the front of the home. No fencing shall be allowed between the front of the home and the curb. No fencing will be allowed between the building lines (front or side) as shown on the plat of the Property and the curb.

EXHIBIT "C"

OWNER'S RESTRICTIONS AND PROTECTIVE COVENANTS GOLDEN GATE AT TWIN BRIDGES

DESIGN GUIDELINES

This Design Guidelines supplements the Covenants, Conditions, Restrictions, and Notice, Disclosure & Disclaimer to Future Buyers of Golden Gate At Twin Bridges ("Declaration"). The words and phrases herein contained shall have the meanings ascribed thereto in the Declaration unless expressly provided otherwise herein or unless the context or use indicates another or different meaning or intent. In addition to the terms and conditions contained in the Declaration, the following design guidelines, which shall be amended and restated at any time in accordance with the Declaration, are as follows:

1. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed three (3) stories in height and a private garage for not less than two (2) and not more than four (4) automobiles and other outbuildings incidental to residential use of the plat. Any incidental outbuildings shall be brick veneer with the same brick as the main building, at the option of the Architectural Committee, and shall be approved as to design and locations by the Architectural Committee.

2. No building shall be erected or altered in this subdivision until the building plans, specifications, including roofing and plot plan showing the location of such building has been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and in conformity with the Architectural Committee's design philosophy and as to location of the building in respect to topography and finished grade elevation by an Architectural Committee, composed of Alvin R. Bates, Carol C. Anderson and J. I. "Bud" Bartley, or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any members of said committee, the remaining member or members shall have full authority to designate a successor. In the event said committee or its designated representative fails to approve or disapprove within thirty (30) days after said plans and specifications have been submitted to it or in any event if no suit to enjoin the constructions has been commenced prior to the completion of construction of said plains, approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

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