

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 and recorded in Plat Book Sixty-Four (64), at Page Fifty (50) on the 21st day of April, 2006 (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).

NOW, THEREFORE, Declarant does hereby publish and declare that the land and its improvements are hereby subjected to the conditions, covenants, and restrictions herein set forth to be established upon the recording hereof, 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.

1. Definitions. Unless the context shall expressly provide otherwise:

1.1 "Association" means the Twin Bridges Homeowner's Association, an Oklahoma non-profit corporation, its successors and assigns, the Bylaws of which shall govern the administration of the Association, the Members of which shall be all of the owners of Lots in the Property and any subsequent property annexed to this Declaration pursuant to Section 16.11, at the sole discretion of Declarant, per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and Bylaws of Twin Bridges Homeowner's Association.

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

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1.2 "Twin Bridges" means the real property previously owned or now owned or owned in the future by Declarant in Section 12, T14N, R3W, I.M., Edmond, Oklahoma County, Oklahoma, which Declarant elects to be included in the development. The development includes Golden Gate at Twin Bridges plus other areas which are separate from Golden Gate at Twin Bridges (Some areas may have different types of housing and different lot sizes).

1.3 "Golden Gate At Twin Bridges" means the real property platted as Golden Gate at Twin Bridges and more particularly described as Exhibit "A" (which represents Phase 1 of Twin Bridges).

1.4 "Board of Directors" or "Board" means the body responsible for administration of the Association.

1.5 "Bylaws" means the Bylaws of the Association.

1.6 "Building" means one or more of the building improvements lying within the Property.

1.7 "Common Area" means all real and personal property which the Association now or hereafter owns, purchases, leases, or otherwise holds possessor or use rights in for the common use and enjoyment of the Owners. The term may or shall include, but not be limited to, recreational facilities, entry features, signage, landscaped mediums, lakes, wetlands, hiking, walking, and bicycle trails, as shown on the Plat of Golden Gate at Twin Bridges and deeded to the Association by the Declarant, by sale or gift, or any other property conveyed to the Association by Declarant, by sale or gift, at some date in the future solely at Declarant's discretion.

1.8 "Common Expenses" means and includes expenses for purchase, reimbursement of Declarant's expenditures, maintenance, replacement, repair, operation, improvements, management and administration, and expenses declared common expenses by the provisions of this Declaration and the Bylaws of the Association.

1.9 "Declarant" means Golden Gate Development LLC, an Oklahoma limited liability company, or any successor, successor-in-title, or assignee of Golden Gate Development LLC, who is designated as Declarant in an instrument executed by the immediately preceding Declarant and may or may not be recorded, at the sole discretion of Declarant, with the County Clerk of Oklahoma County, State of Oklahoma.

1.10 "Declaration" means this Declaration of Covenants, Conditions, Restrictions, (and Notice, Disclosure & Disclaimer To Future Buyers) of Twin Bridges, as and if in

the future amended, and any subsequent property annexed to this Declaration pursuant to Section 16.11.

1.11 "Design Guidelines" means architectural, design, development, and other guidelines, standards, controls, and procedures including, but not limited to, application and review procedures, adopted and administered, as they may be amended, pursuant to Section 4.

1.12 "Lot" means a portion of the Property designated for separate ownership, the boundaries of which are the lot lines as shown on the recorded plat of the real estate described on Exhibit "A" and any subsequent property annexed to this Declaration pursuant to Section 16.11. In the event of a lot split which combines one or more lots, the new lot lines shall constitute the "Lot".

1.13 "Managing Agent" means that entity contracted or employed to manage and conduct day to day operations, duties and obligations of the Association.

1.14 "Member" means a person entitled to membership to the Association. Every Owner of a Lot shall be entitled to membership in the Association per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and Bylaws of the Association.

1.15 "Owner" means a person or persons, firm, corporation, partnership, trust, association or other legal entity, or any combination thereof, who owns one or more Lots within the Property.

1.16 "Person" means a natural person, corporation, partnership, association, trust, other entity, or any combination thereof.

1.17 "PROPERTY" means the real property described herein as Golden Gate At Twin Bridges, and any future additions annexed thereto as provided in this Declaration.

1.18 "Rules" shall mean the Rules and Regulations adopted by the Association as amended from time to time.

1.19 "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 each neighboring property at an elevation of no greater than the elevation of the base of the object being viewed.

2. Limitations to Property Rights.

2.1 Intent. Declarant hereby declares that all of the property described in Exhibit "A" and any subsequent property annexed to this Declaration pursuant to Section 16.11 shall be held, sold, used, and conveyed subject to the following covenants, conditions, and restrictions which shall run with title to the land. This Declaration shall be binding on and shall inure to the benefit of all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, successors-in-title, and assigns.

2.2 Duration. Unless terminated as provided below, this Declaration shall have perpetual duration. Unless otherwise provided by Oklahoma law, in which case such law shall control, this Declaration may not be terminated within fifty (50) years of the date of recording without the consent of all Owners. After fifty (50) years from the date of recording, this Declaration may be terminated only by an instrument in writing, signed by a majority of the then Owners and recorded in the Official Records, which specifies the termination of this Declaration. Upon a termination of this Declaration, the Owners will remain responsible for the maintenance of the Common Areas to the satisfaction of the City of Edmond and other governing bodies.

2.3 Governing Documents. This Declaration together with the Bylaws of Twin Bridges Homeowner's Association and the Certificate of Incorporation of Twin Bridges Homeowner's Association (collectively, the "Governing Documents") shall contain the standards for the Property and the Association. The Governing Documents shall be supplemented by the Design Guidelines, Use Restrictions and Rules, and Resolutions of the Board of Directors.

3. Use and Conduct. After the initial sale or transfer of a Lot or Lots by Declarant, all such Lots shall thereafter be used and occupied only for single family residence purposes by the Owner, by the Owner's family, the Owner's tenants or the Owner's guest.

3.1 Regulation. Declarant has established a general plan of development for the Property to enhance all Owners' quality of life and collective interests and the aesthetics and environment within the Property and to engender a pride of place and sense of community property. To accomplish this objective, the Property is subject to the land development, architectural, and design provisions set forth in Section 4, the other provisions of this Declaration governing individual conduct and use of or actions upon the Property, and the guidelines, rules and restrictions promulgated pursuant to this Section, all of which establish affirmative and negative covenants, easements, and restrictions on the Property. Notwithstanding the above, with respect to rules and regulations promulgated pursuant to this Section, the Board and the Members shall have the ability, in the manner set forth

below, to respond to changes in circumstances, conditions, needs, and desires within the Community. All provisions of this Declaration and any Rules shall apply to all Persons on the Property. The lessee and all occupants of leased residences shall be bound by the terms of the Governing Documents, whether or not the lease so provides. All Owners shall be responsible for insuring a provision in any lease informing the lessee and all occupants of the residence of all applicable rules and use restrictions affecting the Lot or the Common Area.

3.2 Rule Making Authority.

3.2.1 Subject to the terms of this Section and in accordance with its duty of care and undivided loyalty to the Association and its Members, the Board may adopt rules which modify, cancel, limit, create exceptions to, or expand the initial Use Restrictions set forth in Exhibit "B". The Board shall send notice by mail to all Owners concerning any such proposed action at least five (5) business days prior to the Board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board Meeting prior to such action being taken. Any such rules shall become effective after compliance with Section 3.2.2.

3.2.2 At least thirty (30) days prior to the effective date of any action under Sections 3.2.1 or 3.2.2, the Board shall send a copy of the rule to each Owner specifying the effective date of such rule. The Association shall provide, without cost, a copy of the Use Restrictions and rules then in effect to any requesting Member or Mortgagee.

3.2.3 In the event of a conflict between the Design Guidelines and the Use Restrictions, the Design Guidelines shall control.

3.2.4 Procedures required under this Section shall not apply to enactment and enforcement of administrative rules and regulations governing use of the Common Area unless the Board chooses in its discretion to submit to such procedures. Examples of such administrative rules and regulations shall include, but not be limited to, hours of operation of a recreational facility, speed limits on private roads, and the method of allocating or reserving use of a facility (if permitted) by particular individuals at particular times. The Board shall exercise business judgment in the enactment, amendment, and enforcement of such administrative rules and regulations.

3.3 Owners' Acknowledgment. All Owners are subject to the Use Restrictions and are given notice that (a) their ability to use their privately owned property is limited thereby, and (b) the Board and/or the Members may add, delete, modify, create exceptions to, or amend the Use Restrictions. By acceptance of a deed, each

Owner acknowledges and agrees that the use and enjoyment and marketability of his or her property can be affected by this provision and that the Use Restrictions and rules may change from time to time.

3.4 Protection of Owners. Except as may be specifically set forth in the initial Use Restrictions, neither the Board nor the Members may adopt any rule in violation of the following provisions:

3.4.1 Similar Treatment. Similarly situated Owners and occupants shall be treated similarly.

3.4.2 Speech. The rights of Owners and occupants to display on their Lot political signs and symbols of the kinds normally displayed in or outside residences located in single-family residential neighborhoods in individually owned property shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions regulating signs and symbols which are visible from outside the Lot. This Declaration and any Rules adopted by the Board shall not be construed to supersede or limit applicable governmental ordinances regulating signs or symbols on Lots.

3.4.3 Religious and Holiday Displays. The rights of Owners and occupants to display religious and holiday signs, symbols, and decorations on their Lots of the kinds customarily displayed in residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions regulating display which may be visible from outside the Lot.

3.4.4 Assembly. The rights of Owners and occupants to assemble on such portions of the Common Areas as are designated by the Board from time to time shall not be eliminated, provided, however, the Board may adopt reasonable time, place, and other restrictions on assembly. At no time shall Common Area be construed as a place of public assembly unless approved by the Association.

3.4.5 Household Composition. No rule shall interfere with the freedom of occupants of a Lot to determine the composition of their households, except that the Association shall have the power to require that all occupants be Members of a single housekeeping unit and to limit the total number of occupants permitted in each residence on the basis of the size and facilities of the residence and its fair share use of the Common Area, provided that such limits shall not be less restrictive than applicable governmental codes or ordinances in establishing the total number of occupants.

3.4.6 Activities Within Dwellings. No rule shall interfere with activities carried on within the confines of dwellings, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other dwellings, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance.

3.4.7 Alienation. No rule shall prohibit leasing or transferring any Lot, or require consent of the Association or Board for leasing or transferring any Lot; provided, the Association or the Board may require a minimum lease term of up to twelve (12) months. The Association may require that Owners use lease forms approved by the Association. Unless otherwise specifically set forth in the Declaration, the Association shall not impose any fee on the lease or transfer of any Lot greater than an amount reasonably based on the costs to the Association of its costs to administer that lease or transfer.

3.4.8 Abridging Existing Rights. Any rule which would require Owners to dispose of personal property being kept on the Property shall apply prospectively only and shall not require removal of any property which was being kept on the Property prior to the adoption of such rule and which was in compliance with all rules in force at such time unless otherwise required to be removed by law. Notwithstanding the above, the rights conferred under this subsection are for the benefit of affected Owners only and shall not be transferable or run with title to any Lot within the Property.

3.4.9 Application of Rules. No rule shall be applied retroactively except as otherwise required by law.

The limitations in this Section shall apply to rules only; they shall not apply to amendments to this Declaration adopted in accordance with Section 9.

4. Architecture and Landscaping

4.1 General Requirement for Prior Approval. No structure shall be placed, erected, or installed on any portion of the Property, no alterations of or additions to the existing landscaping, and no improvements (including staking, clearing, excavation, grading, and other site work, and exterior alteration of existing improvements) shall take place within the Property except in compliance with this Section and the Design Guidelines promulgated pursuant to Section 4.3. In addition to the construction of dwellings and other Buildings, it is specifically intended that placement or posting of other structures (e.g. fences, signs, antennae and satellite

dishes, clotheslines, playground equipment, basketball hoops, pools, propane and other fuel tanks or devices (other than portable gas grills, lighting, temporary structures, solar devices, and artificial vegetation) on the exterior of any Lot (as opposed to the interior of the residence constructed on the Lot) or other portion of the Property shall be regulated by this Declaration and the Design Guidelines and require the approval of the appropriate Reviewer under Section 4.3. Modifications to the interior of specified porches, patios, and similar portions of a Lot visible from outside the structures on the Lot shall be subject to this Section. No approval shall be required to repaint the exterior of a structure in accordance with the ordinarily approved color scheme. The requirements of this Section 4.1 shall not apply to Declarant's activities or to improvements to the Common Area by or on behalf of the Association. This Section shall not apply to activities of the City of Edmond, Oklahoma performed on property owned by the City and used for public purposes so long as the City complies with the separate deed restrictions applicable to such property, if any. This Section may not be amended without Declarant's written consent so long as Declarant owns any portion of Twin Bridges or any land subject to annexation to this Declaration.

4.2 Architectural Review. The committee in charge of architectural review ("the Architectural Committee") shall be composed of three (3) or more natural persons. As long as the Declarant owns any Lots within Twin Bridges, the Architectural Committee shall be composed of Alvin R. Bates, Russell C. Lissuzzo II and J. I. "Bud" Bartley or such persons as Declarant elects. The affirmative vote of a majority of the members of the Architectural Committee (which shall be the required quorum of the Committee) shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in the Bylaws. Upon the sale of the Declarant's final Lot within Twin Bridges, or earlier solely at Declarant's option, the Board shall appoint the members of the Architectural Committee, and such persons shall serve at the pleasure of the Board.

4.2.1 Fees; Assistance. For purposes of this Section, the entity having jurisdiction in a particular case shall be referred to as the "Reviewer", including the Architectural Committee. The Reviewer may at its discretion establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include reasonable costs incurred in having any application reviewed by architects, engineers or other professionals. Declarant and the Association may employ architects, engineers, or other persons as deemed necessary to perform the review. The Board may include the compensation of such persons in the Association's Annual Operating Budget as a Common Expense.

4.3 Guidelines and Procedures.

4.3.1 Design Guidelines. Declarant has prepared the initial design guidelines attached hereto as Exhibit "C" and incorporated herein by reference ("the Design Guidelines") which shall apply to construction and landscaping activities within the Property, as provided in Section 4.2. The Design Guidelines are intended to provide guidance to Owners regarding matters of particular concern in considering applications hereunder. The Design Guidelines are not the exclusive basis for decisions of the Reviewer, and compliance with the Design Guidelines does not guarantee approval of any application.

As long as Declarant owns any portion of Twin Bridges, Declarant shall have sole authority to amend the Design Guidelines from time to time in Declarant's sole discretion. Thereafter, the Architectural Committee shall have authority to amend the Design Guidelines, with the Board's consent. Amendments to the Design Guidelines shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation of the scope of amendments to the Design Guidelines. Declarant is expressly authorized to amend the Design Guidelines to remove requirements previously imposed or otherwise to make the Design Guidelines more or less restrictive in whole or in part.

The Architectural Committee shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within the Property, and all such Persons shall conduct their activities in accordance with such Design Guidelines.

All structures and improvements constructed upon a Lot shall be constructed in strict compliance with the Design Guidelines in effect at the time the plans of such improvements are submitted to the Reviewer, unless the Reviewer has granted a variance in writing pursuant to Section 4.5. So long as the Reviewer has acted in good faith, its findings and conclusions with respect to appropriateness of applicability of, or compliance with the Design Guidelines and this Declaration shall be final. So long as Declarant owns any portion of Twin Bridges, Declarant may, in its sole and absolute discretion, unilaterally overrule any finding of the Reviewer.

4.3.2 Procedures. Prior to commencing any activity within the scope of Section 4.2, an Owner shall submit an application for approval of the proposed work to the Reviewer with a copy to Declarant if Declarant is not the Reviewer. Such application shall be in the form required by the Reviewer

and shall include plans and specifications ("Plans") showing site layout, structures design, exterior elevations, exterior materials and colors, signs, landscaping, drainage, lighting, irrigation, fencing, utility facilities layout and screening and/or fencing therefore, and other features of proposed construction, as required by the Design Guidelines and as applicable. The Reviewer may require submission of such additional information as it deems necessary to consider any application.

In reviewing each submission, the Reviewer may consider whatever reasonable factors it deems relevant, including, but not limited to, visual and environmental impact, natural plans and finish grade elevation, harmony of external design with surrounding structures and environment, and architectural merit. Decisions may be based purely on aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

Approval by the Reviewer shall be required prior to pursuing or gaining any required approval from the local governing bodies. The Reviewer shall not require permits or other approvals by local government entities other than those issued by such entities in the usual course of business. No plans shall be submitted to the local governing bodies for the purpose of obtaining a building permit without the Reviewer's stamp, approval date, and initials having been added thereon indicating the Reviewer's approval.

The Reviewer shall, within the period specified in the Design Guidelines, advise the party submitting the same, in writing, at an address specified by such party at the time of submission, of (i) approval of Plans, or (ii) segments or features of the Plans which are deemed by such committee to be inconsistent or not in conformity with this Declaration and/or the Design Guidelines in the Architectural Committee's sole and absolute discretion. In the event the Reviewer fails to advise the submitting party by written notice within the period specified in the Design Guidelines of either the approval or disapproval, no approval shall be deemed to have been given. Notice shall be deemed to have been given at the time the envelope containing such notice, properly addressed, and postage prepaid, is deposited with the U.S. Postal Service, registered or certified mail, return receipt requested. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the submitting party. In no event shall approval by the Reviewer constitute approval by the City of Edmond. If the City of Edmond fails to approve Plans, such party shall

resubmit to the Reviewer the City of Edmond approved Plans for approval pursuant to this Section 4.3 prior to the commencement of construction.

If construction does not commence on a project for which Plans have been approved within one hundred twenty (120) days of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the Plans to the Reviewer for reconsideration. If construction is not completed on a project for which Plans have been approved within eighteen (18) months or within the period set forth in the Design Guidelines or in the approval, such approval shall be deemed withdrawn, and such incomplete construction shall be deemed to be in violation of this Section. Construction features that require a permit from the City of Edmond will be considered complete when all improvements comply with the approved plans and all inspections and approvals have been approved by the City of Edmond.

4.4 No Waiver of Future Approvals. Each Owner acknowledges that the Reviewer will change from time to time and that interpretation, application and enforcement of the Design Guidelines may vary accordingly. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval. Should the Reviewer permit nonconforming improvements through hardship or error, it shall not be construed as a waiver of future enforcement rights or permission for future noncompliance.

4.5 Variances. The Reviewer may authorize variances in writing from its guidelines and procedures in the Architectural Committee's sole and absolute discretion. Inability to obtain or the terms of any governmental approval or the terms of any financing shall not be considered a hardship warranting a variance. Notwithstanding the above, the Reviewer may not authorize variances without the written consent of Declarant, as long as it owns any portion of Twin Bridges.

4.6 Limitation of Liability. Review and approval of any application pursuant to this Section is made on the basis of aesthetic considerations only, and Declarant, the Association, the Board, the Architectural Committee, or any member of the foregoing, shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements. Declarant, the Association, the Board, the Architectural Committee, or any member of any of the foregoing shall not be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot. In all

matters, the Architectural Committee, its members, Declarant, and the Board shall be defended and indemnified by the Association as provided in the Bylaws.

4.7 Enforcement. All approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Lot, unless approval to modify any application has been obtained. The Association shall be primarily responsible for enforcement of this Section. If, however, in Declarant's discretion, the Association fails to take appropriate enforcement action within a reasonable time portion, Declarant, for so long as it owns any portion of Twin Bridges shall be authorized to exercise any enforcement rights which could have been exercised by the Association.

5. Easements for Encroachments. If any portion of, or improvements on the Common Areas encroaches upon a Lot or Lots, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist, regardless of whether such easement is shown on the recorded plat. If any portion of a Lot encroaches upon a Common Area, or upon an adjoining Lot or Lots, a valid easement for the encroachment and for the maintenance of same, as long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Areas or on the adjoining Lot or Lots.

6. Administration and Management; Mandatory Membership. The administration and management of the Property shall be governed by the Declaration and the Bylaws of the Association. The Association shall be governed by the Board as provided in the Certificate of Incorporation and Bylaws of the Association. The administration and management of the Common Areas shall be governed by this Declaration, the Certificate of Incorporation, and Bylaws of the Association. An Owner of a Lot shall mandatorily become a Member of the Association per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and Bylaws of Association. The Association may employ agents, servants and employees and any person or firm to act as Managing Agent at any agreed compensation.

7. Owner's Maintenance Responsibility of Lot. For purposes of maintenance, repair, alteration and remodeling, an Owner shall be deemed to be responsible for all portions, whether interior or exterior, of the Lot and its improvements, and for maintenance and upkeep of the Lot in a presentable condition, as determined by the Architectural Committee, or the Architectural Committee may, at its discretion, mow said Lot, maintain improvements thereon, trim trees, and remove trash or debris, the cost of which shall be borne by the Owner.

8. Records; Inspection by Owners and Mortgagees.

8.1 Retention. The Association Board shall keep or cause to be kept current certified copies of the recorded Declaration, the executed Bylaws, and the books and records with detailed accounts of the receipts and expenditures affecting the Association and its administration. The records so kept shall be available for inspection by all Owners, lenders, and the holders, insurers, and guarantors of first mortgages at convenient hours on working days or under other reasonable circumstances.

9. Compliance with Provisions of Declaration, Bylaws and Rules and Regulations. Each Owner shall comply strictly with the provisions of this Declaration, the Bylaws of the Association, and the rules, regulations, Design Guidelines, decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure and refusal after written notice to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in connection therewith and interest on all of such amounts at the highest lawful rate, which action shall be maintainable by the Managing Agent or Board of Directors in the name of the Association on behalf of the Owners or, in a proper case, by an aggrieved Owner.

10. Revocation or Amendment to Declaration; Amendment of Undivided Interest in Common Areas. This Declaration shall not be revoked unless all of the Members unanimously consent and agree to such revocation by instrument(s) duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of sixty percent (60%), or more, of the votes cast consent and agree to such amendment by instrument(s) duly recorded. This document shall not be amended or revoked without approval of the Declarant so long as Declarant owns any portion of Twin Bridges, or any lots in any current or future sections of Twin Bridges. However, Declarant may amend this Declaration at any time, subject to limitations set forth in paragraphs 16.9 and 16.10 below.

11. Assessment for Common Expenses.

11.1 Obligation to Pay Pro-rata Share. Except as otherwise provided herein, all Members shall be obligated to equally pay the assessments, either estimated or actual, imposed by the Board of the Association to meet the Common Expenses as further set forth in the Certificate of Incorporation and Bylaws of the Association. Annual assessments shall not exceed One Thousand Five Hundred Dollars (\$1,500) per Lot.

- 11.2 Assessment for Multiple Lots Used for Single Dwelling Use. Any Member owning two adjoining lots being used for the purposes of a single dwelling can make application to the Board to suspend the requirement to pay the assessments as established under paragraph 11.1 above for one of the two adjoining lots. The Board shall approve all such requests when the intention of said requesting member owning two adjoining lots is clearly to combine their use for one single dwelling. The suspension of the requirement to pay annual maintenance and special assessments shall remain in effect so long as the use of the two adjoining lots remains for the benefit and purpose of the single dwelling. No Lot for which the requirement to pay the assessments has been suspended pursuant to this paragraph 11.2 shall be entitled to voting rights during the term of said suspension. Any Member owning two or more non adjoining lots shall remain responsible for the requirement to pay the assessments as established under paragraph 11.1 above for each of the lots the Member owns.
12. Owner's Personal Obligation for Payment of Assessments.
- 12.1 Non-Exemption From Payment. The amount of Common Expenses assessed against each Lot shall be the personal and individual debt of the Owner thereof. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use of enjoyment of any of the Common Areas or by abandonment of his Lot.
- 12.2 Unsold Lot Assessments. Declarant shall not be responsible for payment of assessments for any Lots in which title is held by Declarant and assessments shall commence upon any Lot upon the closing of the sale by Declarant to the Owner; however, the Declarant shall have the sole discretion to exempt an Owner who is in the business of construction of residential homes from the payment of dues until the earlier of the date the Lot is sold by the Owner who is in the business of construction of residential homes or one year from the date of the closing of the sale by Declarant to the Owner who is in the business of construction of residential homes.
- 12.3 Reserves and Working Capital. The Association shall have the right to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas which the Association may be obligated to maintain as further set forth in the respective associations Certificate of Incorporation and Bylaws.
13. Period of Ownership. Unless otherwise provided in this Declaration, the terms and conditions created by this Declaration shall continue until this Declaration is revoked in the manner as is provided for in this Declaration.

14. General Reservations. Declarant hereby reserves a permanent ingress and egress easement and also reserves the right to establish within the Common Areas future easements, reservations, exceptions and exclusions consistent with the ownership and development of the Common Areas, Golden Gate At Twin Bridges and for the best interests of the Declarant, Owners and the Association in order to serve the entire real estate development and future development in proximity to Twin Bridges.

15. Waiver Clause. Except as to the payment of assessments, the Declarant shall have the power to grant to any Owner a waiver, variance or exception of and from any of the provisions of this Declaration.

16. General.

16.1 Severance. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provisions, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

16.2 Failure to Enforce Not Waiver. No provision contained in this Declaration, the Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number violations or breaches which may occur.

16.3 Captions. The captions herein are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope of this Declaration or exhibits or the intent of any provision hereof.

16.4 Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

16.5 Covenants to Run With the Land. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association, or any member, their respective legal representatives, heirs, successors and assigns.

16.6 Declarant Easement. Declarant hereby retains an easement through the Common Areas as may be necessary for the purpose of discharging Declarant's obligations, exercising Declarant's rights reserved herein, or for such other purposes at the sole discretion of Declarant.

16.7 Enforcement at Law or In Equity; Notice to Mortgagee of Uncured Default. The Association, or any Owner or Declarant, so long as Declarant owns any portion of Twin Bridges, shall have the right to enforce by proceedings, at law or in equity, all restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation; however, with respect to assessment liens and the Rules, the Association shall have the exclusive right to the enforcement thereof. The Association, or any Owner, or Declarant shall also have the right to enforce, by proceedings at law or in equity, the provisions of this Declaration, the Bylaws, and any amendments thereto. A first mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by the individual Lot Borrower of any obligation under the Property documents which is not cured within sixty (60) days. The rights of any Mortgagee shall at all times be fully subordinated to the provisions of this Declaration, the Bylaws, and any amendments thereto.

16.8 Attorneys' Fees. In the event an action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto, as part of the judgment, reasonable attorneys' fees and costs of such suit. In the event the Association is a prevailing party in such action, the amount of such attorneys' fees and costs shall be a special assessment with respect to the Lot involved in the action. In addition to the foregoing, the Association shall indemnify Declarant for all costs and expenses, including but not limited to attorney's fees, in any way related to this Declaration, Bylaws, the Association Certificate of Incorporation, Association activities and/or the Common Areas.

16.9 Special Amendment. So long as Declarant owns any portion of Twin Bridges, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is (i) necessary to bring any provision into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) required by an institutional or governmental lender or purchaser of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable it to make or purchase Mortgage loans on the Lots; (iv) necessary to enable any governmental agency or reputable private insurance company to guarantee or insure Mortgage loans on the Lots; or (v) otherwise necessary to satisfy the requirements of any governmental agency for approval of this Declaration. However, any such amendment shall not adversely affect the title to any Lot unless the affected Owner shall consent hereto in writing. In addition, so long as Declarant owns any portion of Twin Bridges, it may unilaterally amend this Declaration for any other purpose.

16.10 Future Membership Rights. The right to require or allow membership in the Association shall be the exclusive right of Declarant as set forth in this Declaration, so long as the Declarant owns property in Section 12, T14N, R3W, I.M., Edmond, Oklahoma County, Oklahoma. New Members shall have no cost to join except the prorata assessment for current year and in no case be required to pay larger assessments than other Members who happened to have joined earlier.

16.11 Future Additions. Although this Declaration includes initially only the real property described as Golden Gate At Twin Bridges, it is the intention of the Declarant to develop additional areas in Twin Bridges which additional areas will be complementary in concept to this Declaration, and which additional areas will provide additional owners as Members of the Association. The Declarant, its successors and assigns, shall have the right, but not the obligation, to bring within the concept of this Declaration real property within Twin Bridges, or in the vicinity of Twin Bridges (future sections of Twin Bridges shall have lot owner Members of the Association per the terms and conditions herein delineated and further expanded in the Certificate of Incorporation and Bylaws).

In the event the Declarant exercises its rights under this Section 17.11, then the additions authorized under this Section shall be made by the Declarant filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions ("Supplementary Declaration") with respect to the additional property which shall extend the concept of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties.

16.12 Declarant's Right to Ingress and Egress. The Declarant and lot buyers of Declarant, employees, contractors, workers, suppliers and potential customers of Declarant's lot buyers shall have the right of ingress and egress onto Twin Bridges for its purposes at all reasonable times. No lot owner in the Property shall be denied reasonable access to his lot.

16.13 Sidewalks and Walkways. All homes in the Property are required to have sidewalks conforming to the City of Edmond standards and consistent with the other sidewalks in the addition. Unless a specific variance is granted by the Architectural Committee the sidewalks shall be at least 48 inches in width. The sidewalks are the responsibility of the home builder and not the Declarant and must be built before first occupancy of the home.

16.14 Drainage and Emergency Overflow. All small drainage channels, emergency overflow and other swales which are important to abutting properties but are not a part of the drainage system maintained by public authority, utility company, or association shall be the property Owner's responsibility; and it shall be the responsibility of the Owner to (a) keep the easements, channels and swells free of any structure, planting or other material which may change the direction of flow or obstruct or retard the flow of surface water in the channels or swales whether they be in easements or contained on the individual property owner's lot and; (b) provide continuous maintenance of the improvements in the easements or of the channels or swales and keep the existing drainage patterns intact; except for the improvements for which a public authority, utility company or association is responsible and; (c) prevent any changes in existing drainage which would adversely affect adjacent property Owners. (This restriction shall be in effect after builder completes the final grade on the new home). It is the homeowners' responsibility to maintain drainage on homeowners' site. Homeowner is responsible for and must insure that established drainage patterns are not impeded by landscaping, decking, pools, driveways, walls, etc. This responsibility includes but is not limited to hiring a licensed civil engineer to design a plan that will maintain the established drainage when a pool is installed and it shall be the responsibility of the Owner to see that the engineer's plan is implemented in such a way as to not adversely impact adjacent property owners. The Association has or may have obligations to the City of Edmond for, among other things, various drainage structures required by the City in connection with City approval of the various plats of Twin Bridges.

16.15 Exclusion from Membership. Any lands developed for non-residential usage will not be eligible for membership in the Association unless owned by the Association.

16.16 Declarant's Authority to Determine Common Areas. Declarant at its option, may deed property to the Association solely at the Declarant's discretion.

16.17 Assignment by Declarant. Declarant reserves the right to assign all or a portion of its right and interest herein to any third party.

16.18 Restriction on Assignment by Declarant. The Association shall not transfer or deed any portion of the Common Areas to any party without the unanimous consent of Owners, and the consent of the Declarant as long as the Declarant owns any property within Twin Bridges. The Association shall not transfer or deed any portion of the Common Areas conveyed to the Association by Declarant without the prior written consent of Declarant.

16.19 Restriction on Merger; Consolidation. The Association shall not merge or consolidate with any other homeowner's association without the vote of sixty percent (60%) of the Owners, and the consent of the Declarant as long as the Declarant owns any property within Twin Bridges. The Association shall not transfer, convey, deed, title, assign, lease or sublet any portion of the Common Areas conveyed to the Association by Declarant without the prior written consent of Declarant.

17. NOTICES, DISCLOSURES AND DISCLAIMERS

17.1 Inspection of Association Documents. The Declaration, Certificate of Incorporation, and Bylaws are available for inspection at the offices of the Declarant or the Association.

17.2 Dedication or Sale of Common Area by Declarant. Transfer of land to the Association by the Declarant shall be at such time and under such conditions as determined in the sole discretion of the Declarant. In order to encourage Declarant to provide adequate Common Area for the purpose of enhancing all Owners' quality of life and collective interests and the aesthetics and environment within the Property and to engender a pride of place and sense of community property and to generally invest more in Common Area improvements for the ultimate benefit of the Owners, the Association is specifically authorized to agree to a plan of reimbursement to reimburse the Declarant an amount representing the value of the land to be deeded as Common Area (as solely determined by the Declarant) plus the Declarant's actual amounts expended to construct or improve the Common Areas. The Association agrees that deed of the Common Areas by Declarant shall be on an as-is, where-is basis. The Declarant shall also deed the Common Areas subject to certain permanent easements in the Common Areas for the benefit of Declarant. Common Areas and improvements, if any, will not be deeded to the Association until the Declarant feels there are an adequate number of owners to support the common areas. Common areas shall not be open to Members until such time as the Declarant determines. Declarant makes no promises or guarantees of any kind as to improvements on the Common Areas and will make only such improvements as determined by the Declarant. Much of the Common Areas may be left completely natural by the Declarant.

17.3 Walls, Fences, or Enclosures of Property. Declarant may construct any future fences, enclosures, or walls with the type of composition and character as the Declarant in its sole discretion determines. Every Owner within the Property acknowledges and agrees by purchasing a Lot within the Property that Declarant is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, with respect to the walls, fences or enclosures of Twin Bridges, including, but not limited to, warranties or representations as to the

manner, quality, state of repair or lack of repair of the walls, fences or enclosures of Twin Bridges. The Owner agrees that it has not relied upon and will not rely upon, either directly or indirectly, any statement, representation or warranty of Declarant or any agent of Declarant. Each Owner acknowledges and agrees that any walls, fences or enclosures of Twin Bridges are "AS IS, WHERE IS."

17.4 This Declaration pertains only to Property and in no way expands the authority of the Association except to expressly authorize and require membership in the Association for Member Owners of Property, as further set forth in the Certificate of Incorporation and Bylaws of the Association. Other sections of Twin Bridges may have covenants and restrictions which vary from those of Property and which do not grant the Association the same power and authority as the covenants of Property create.

17.5 Easement.

17.5.1 Easement Reserved. The Declarant reserves the right to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained in and on the areas indicated on the Plat easements and in all Common Areas, sewer or other pipe lines, drainage structures, conduits, poles and wires and any other method of conducting or performing any public or quasi-public utility or function above or beneath the surface of the ground with the right of access at any time to the same for the purpose of repair and maintenance; that where easements are provided along the rear of the Lot or Lots, then in that event all sewer and other pipe lines, conduits, poles and wires may be installed under the streets throughout the addition where necessary to carry same across the street. Such easements rights shall be deemed to run with the land.

17.5.2 Easement For Cross Drainage. Every Lot and the Common Area shall be burdened with easements for natural drainage of storm water runoff from other portions of Twin Bridges. The Declarant reserves for itself, successors, assigns and designees the right to alter drainage flows to allow the development of additional lands in the vicinity of Twin Bridges. This right includes, but is not limited to, the right to increase storm water run-off from other land to the Common Area and across any lot, or any portion thereof, but not the dwelling thereon. All Owners are subject to this easement for cross drainage and are given notice that (a) their ability to use their privately owned property is limited thereby, and (b) their use, enjoyment and marketability of their property can be affected by this provision. By acceptance of a deed, each owner acknowledges and agrees to this easement.

IN WITNESS WHEREOF, the undersigned executed this Declaration of Covenants, Conditions and Restrictions (and Notice, Disclosure & Disclaimer To Future Buyers) of Twin Bridges on this 16th day of May, 2006.

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 16th day of May, 2006, by J.I. "Bud" Bartley, Manager of Golden Gate Development LLC, an Oklahoma Limited Liability Company.

My Commission Expires:
8-12-07

Beverly J. Dixon
Notary Public

My Commission Number:
99013413



EXHIBIT "A"

Page 1 of 2 of Legal Description for Golden Gate At Twin Bridges

A part of the SE 1/4 of Section 12, T14 N, R3W, I.M., Oklahoma County,
Oklahoma more particularly described as follows:

BEGINNING at the SE corner of the said Section 12;

THENCE North 89°59'45" West along the South line thereof a distance
of 1312.03 feet to the SW corner of the East 1/2 of the said SE 1/4;

THENCE North 00°13'09" West along the West line of the said East 1/2
a distance of 1493.26 feet;

THENCE North 89°47'34" East a distance of 46.76 feet;

THENCE North 43°08'20" East a distance of 100.01 feet;

THENCE North 36°31'44" East a distance of 275.54 feet;

THENCE North 43°41'21" East a distance of 136.56 feet;

THENCE North 63°33'37" East a distance of 174.19 feet;

THENCE North 66°40'37" East a distance of 138.34 feet;

THENCE North 59°35'34" East a distance of 170.20 feet;

THENCE South 36°56'05" East a distance of 118.77 feet;

THENCE along a curve to the left having a radius of 1870.86 feet a distance of
38.11 feet along said curve having a chord direction of North 53°05'40" East;

THENCE along a curve to the left having a radius of 125.00 feet a distance of
114.12 feet along said curve having a chord direction of North 26°21'27" East;

THENCE South 89°47'45" East a distance of 60.00 feet;

THENCE South 42°34'06" East a distance of 26.35 feet;

THENCE North 24°41'40" East a distance of 175.91 feet;

THENCE South 66°16'48" East a distance of 168.84 feet;

Page 2 of 2 of Legal Description for Golden Gate At Twin Bridges

THENCE North 89°48'12" East a distance of 50.00 feet to a point on the East line of the said SE 1/4;

THENCE South 00°11'48" East along the East line thereof a distance of 2204.50 feet to the POINT OF BEGINNING, containing 2,575,707.49 square feet or 59.13 acres more or less,

LESS AND EXCEPT

Commencing at the Southeast corner of the said Southeast Quarter,

THENCE North 00°11'48" West along the East line of the said SE/4 a distance of 1545.98 feet;

THENCE North 90°00'00" West a distance of 556.31 feet to the POINT OF BEGINNING:

THENCE South 59°47'02" West a distance of 166.37 feet;

THENCE North 46°38'45" West a distance of 131.59 feet;

THENCE North 47°45'20" West a distance of 144.66 feet;

THENCE along a curve to the right having a radius of 270.00 feet a distance of 147.81 feet along said curve having a chord direction of North 51°14'17" East and a chord length of 145.97 feet;

THENCE along a curve to the left having a radius of 1930.86 feet a distance of 171.56 feet along said curve having a chord direction of North 64°22'31" East and a chord length of 171.50 feet;

THENCE South 35°19'51" East a distance of 235.84 feet;

THENCE along a curve to the right having a radius of 45.00 feet a distance of 14.11 feet along said curve having a chord direction of South 82°20'57" West and a chord length of 14.05 feet;
THENCE along a curve to the left having a radius of 50.00 feet a distance of 106.07 feet along said curve having a chord direction of South 30°33'30" West and a chord length of 87.27 feet to the POINT OF BEGINNING, containing 76824.18 square feet or 1.76 acres more or less.

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 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;
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- (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 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 any thing, 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
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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.

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 a Architectural Committee, composed of Alvin R. Bates, Russell C. Lissuzzo II 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.

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 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, Russell C. Lissuzzo II 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 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.

7. The living area of any home constructed on Block One (1) of Golden Gate At Twin Bridges shall not be less than 3,000 square feet without the approval of the Architectural Committee. The living area of any home constructed on Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Thirty-Two (32), Thirty-Three (33), Thirty-Four (34), Thirty-Five (35), Thirty-Six (36) and/or Thirty-Seven (37) of Block Two (2) and Lots Five (5), Six (6), Seven (7), Eight (8) and/or Nine (9) of Block Three (3) and Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13) ~~and/or Fourteen (14)~~ of Block Four (4) and Lots Five (5) and Six (6) and/or Seven (7) of Block Five (5) and of Golden Gate At Twin Bridges shall not be less than 2,600 square feet without the approval of the Architectural Committee. The living area of any home constructed on Lots Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-Three (23), Twenty-Four (24), Twenty-Five (25), Twenty-Six (26) and Twenty-Seven (27), Twenty-Eight (28) and Twenty-Nine (29), Thirty (30) and/or Thirty-One (31) of Block Two (2) and Lots One (1), Two (2), Three (3) and/or Four (4) of Block Three (3) and Lots One (1), Two (2), Three (3), Four (4), Eight (8), Nine (9), Ten (10) and/or Eleven (11) of Block Five (5) of Golden Gate At Twin Bridges shall not be less than 2,200 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. Set backs from front and side building lines as shown on the plat are absolute minimum and the Architectural Committee shall require further set backs 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. Garage entrances shall be to the side or the rear of the home shall normally be required by the Reviewer.

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

16. 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.

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

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

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

20. 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. Additionally, the landscape design of each home within the Property shall include two (2) Oklahoma Redbud trees (*Cercis reniformis*, 'Oklahoma') planted in the front yard of the home. Flowering dogwoods are also encouraged.

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

**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

Doc # 2009125870
Bk 11200
Pg 1161-1173
DATE 09/21/09 12:29:48
Filing Fee \$37.00
Documentary Tax \$0.00
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 SECOND and recorded in Plat Book Sixty-Seven (67), at Pages Seventy-One (71), Seventy-Two (72) and Seventy-Three (73), on the 20th day of July, 2009 (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.

First American Title
133 N.W. 8th
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 16th day of September, 2009.

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 16th day of September, 2009, by J.I. "Bud" Bartley, Manager of Golden Gate Development LLC, an Oklahoma Limited Liability Company.

My Commission Expires:
1/24/12

My Commission Number:
08000856

Jamie Whiteman
Notary Public

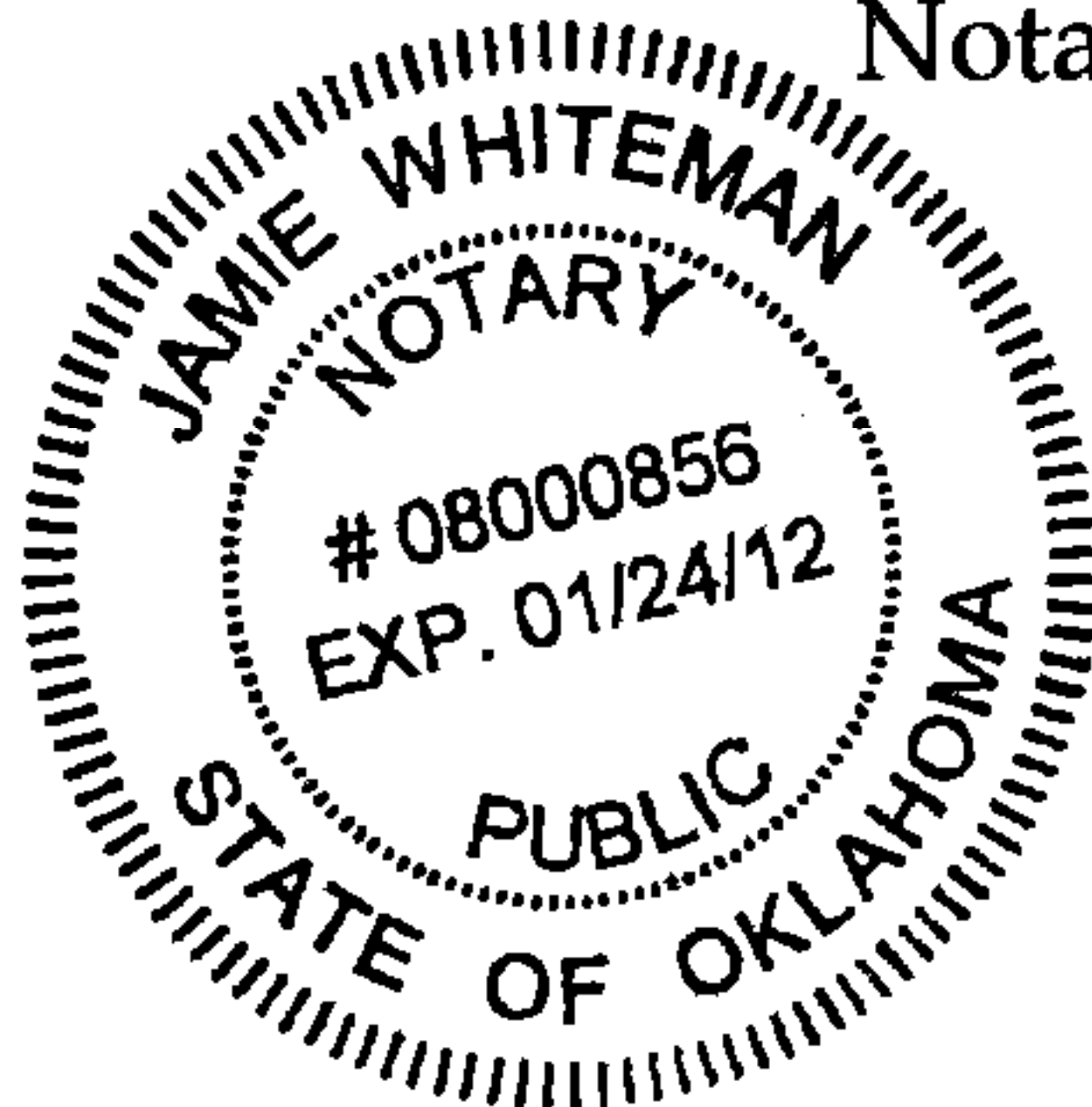


EXHIBIT "A"

Legal Description for Golden Gate At Twin Bridges Second

A tract of land located in a portion of the Southeast Quarter of Section 12, Township 14 North, Range 3 West of the Indian Meridian, and also located in part of Lot 40, Block 1, Golden Gate at Twin Bridges, an addition to the City of Edmond, Oklahoma County, Oklahoma and described as follows:

BEGINNING at the Northwest corner of Lot 13, Block 4, Golden Gate at Twin Bridges, an addition to the City of Edmond, Oklahoma County, Oklahoma; thence S24°41'40"W along the Westerly line of said Lot 13 a distance of 175.91 feet to the Southwest corner of said Lot 13; thence N43°15'31"W, 26.35 feet along Boulder Bridge Way Right of Way as platted in said Golden Gate at Twin Bridges; thence N89°47'45"W, 60.00 feet along the Northerly Right of Way line at the end of Frisco Bridge Boulevard as platted in said Golden Gate at Twin Bridges; to a point on a non-tangent curve to the right; thence along said curve and along the northwesterly Right of Way line of said Frisco Bridge Boulevard 114.12 feet, said curve having a radius of 125.00 feet, a central angle of 52°18'24" and a chord distance of 110.19 feet bearing S26°21'27"W; thence along said Frisco Bridge Right of Way and along a curve to the right 38.11 feet, said curve having a radius of 1870.86 feet, a central angle of 1°10'01" and a chord distance of 38.11 feet bearing S53°05'40"W to the Southeast corner of Lot 43, Block 1, said Golden Gate at Twin Bridges Addition; thence N36°56'05"W, 118.77 feet to the Northeast corner of said lot 43; thence continuing N36°56'05"W, 52.60 feet; thence N45°23'58"E, 267.76 feet; thence S66°16'48"E, 156.50 feet to the **Point of Beginning**.

AND ALSO,

COMMENCING at the Northeast corner of said Lot 40, thence S63°33'37"W, 42.23 feet along the Northerly line of said Lot 40 to a point on a non tangent curve to the right, and also to the **Point of Beginning**; thence along said curve 85.60 feet, said curve having a radius of 180.00 feet, central angle of 27°14'45", and a chord distance of 84.79 feet bearing S40°01'06"E; thence S26°23'43"E, 30.27 feet; thence S70°06'24"E, 24.05 feet to a point on the Easterly line of said Lot 40; thence S23°54'52"E along the Easterly line of said Lot 40, 8.40 feet to the Southeast corner of said Lot 40 and a point on a curve to the left; thence along said curve and the southeasterly line of said Lot 40, 27.27 feet, said curve having a radius of 1870.86 feet, a central angle of 00°50'06", and a chord distance of 27.27 feet bearing S66°29'59"W to a point of reverse curvature; thence along said reverse curve 56.85 feet, said curve having a radius of 330.00 feet, a central angle of 09°52'16", and a chord distance of 56.78 feet bearing S61°59'32"W to the Southwest corner of Lot 40; thence N33°07'30"W along the Westerly line of said Lot 40, 15.09 feet; thence N14°54'43"E, 14.40 feet; thence N26°23'43"W, 30.47 feet to a point on a curve to the left; thence along said curve 74.95 feet, said curve having a radius of 120.00 feet, a central angle of 35°47'07", and a chord distance of 73.74 feet bearing N44°17'16"W to a point on the Westerly line of said Lot 40; thence N33°07'30"W along said Westerly line 12.27 feet to the Northwest corner of said Lot 40; thence S43°41'21"W, 6.89 feet along the Northwesterly line of Lot 39, Block 1, said Golden Gate at Twin Bridges to a point on a non-tangent curve to the left; thence along said curve 11.35 feet, said curve having a radius of 120.00 feet, a central angle of 5°25'08", and a chord distance of 11.34 feet bearing N70°55'18"W; thence

N73°37'52"W, 134.27 feet to a point on a curve to the right, thence along said curve 38.49 feet, said curve having a radius of 140.00 feet, a central angle of 15°45'01", and a chord distance of 38.36 feet, bearing N65°45'22"W; thence N32°07'09"E, 60.00 feet to a point on a non-tangent curve to the left; thence along said curve 21.99 feet, said curve having a radius of 80.00 feet, a central angle of 15°45'01", and a chord distance of 21.92 feet bearing S65°45'22"E; thence S73°37'52"E, 134.27 feet to a point on a curve to the right; thence along said curve 62.80 feet, said curve having a radius of 180.00 feet, a central angle of 19°59'24", and a chord distance of 62.48 feet, bearing S63°38'10"E to the Point of Beginning.

Basis of Bearing for this description is the plat of Golden Gate at Twin Bridges an addition to the City of Edmond, Oklahoma County, Oklahoma.

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 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 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 any thing, 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.

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 a Architectural Committee, composed of Alvin R. Bates, Russell C. Lissuzzo II 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 plans, 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.

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 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, Russell C. Lissuzzo II 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 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.

7. The living area of any home constructed on Block One (1) of Golden Gate At Twin Bridges Second Addition shall not be less than 3,000 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. Set backs from front and side building lines as shown on the plat are absolute minimum and the Architectural Committee shall require further set backs 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. Garage entrances from the side or the rear of the home shall normally be required by the Reviewer.

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

16. 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.

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

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

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

20. 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. Additionally, the landscape

design of each home within the Property is encouraged to include two (2) Oklahoma Redbud trees (*Cercis reniformis*, 'Oklahoma') planted in the front yard of the home. Flowering dogwoods are also encouraged.

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



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09/02/2011 12:03:33 PM

Bk:RE11715 Pg:1308 Pgs:14 DECL

State of Oklahoma

County of Oklahoma

Oklahoma County Clerk

Carolynn Caudill

**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

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 originally platted as GOLDEN GATE AT TWIN BRIDGES THIRD and recorded in Plat Book Sixty-Nine (69), at Page Twenty-nine (29) on the 27th day of July, 2011 (the "Original Plat") in the office of the County Clerk of Oklahoma County, State of Oklahoma and replatted and recorded in Plat Book Sixty-Nine (69), at Page Forty-two (42) on the 17th day of August, 2011 (the "Replat") 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.

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 August, 2011.

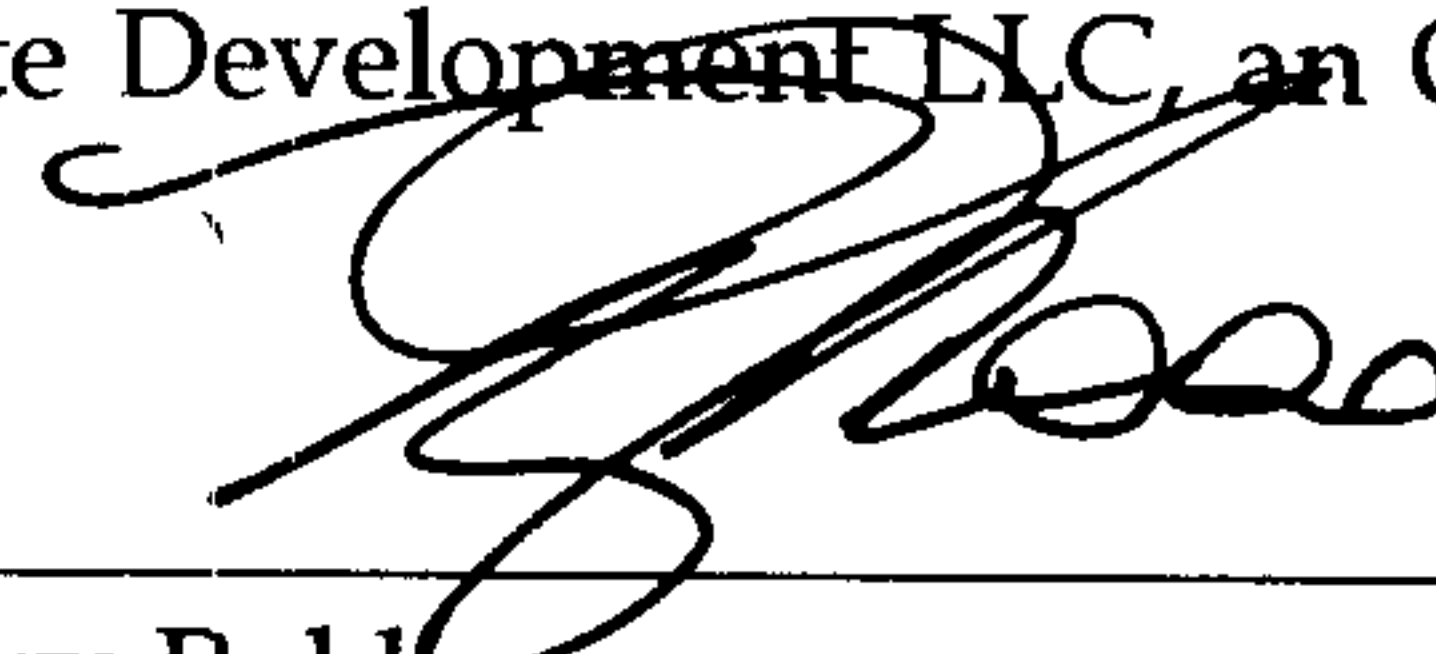
Golden Gate Development LLC,
an Oklahoma Limited Liability Company

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

STATE OF OKLAHOMA)
) ss
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 30th day of August, 2011, by J.I. "Bud" Bartley, Manager of Golden Gate Development LLC, an Oklahoma Limited Liability Company.

My Commission Expires:


Notary Public

My Commission Number:

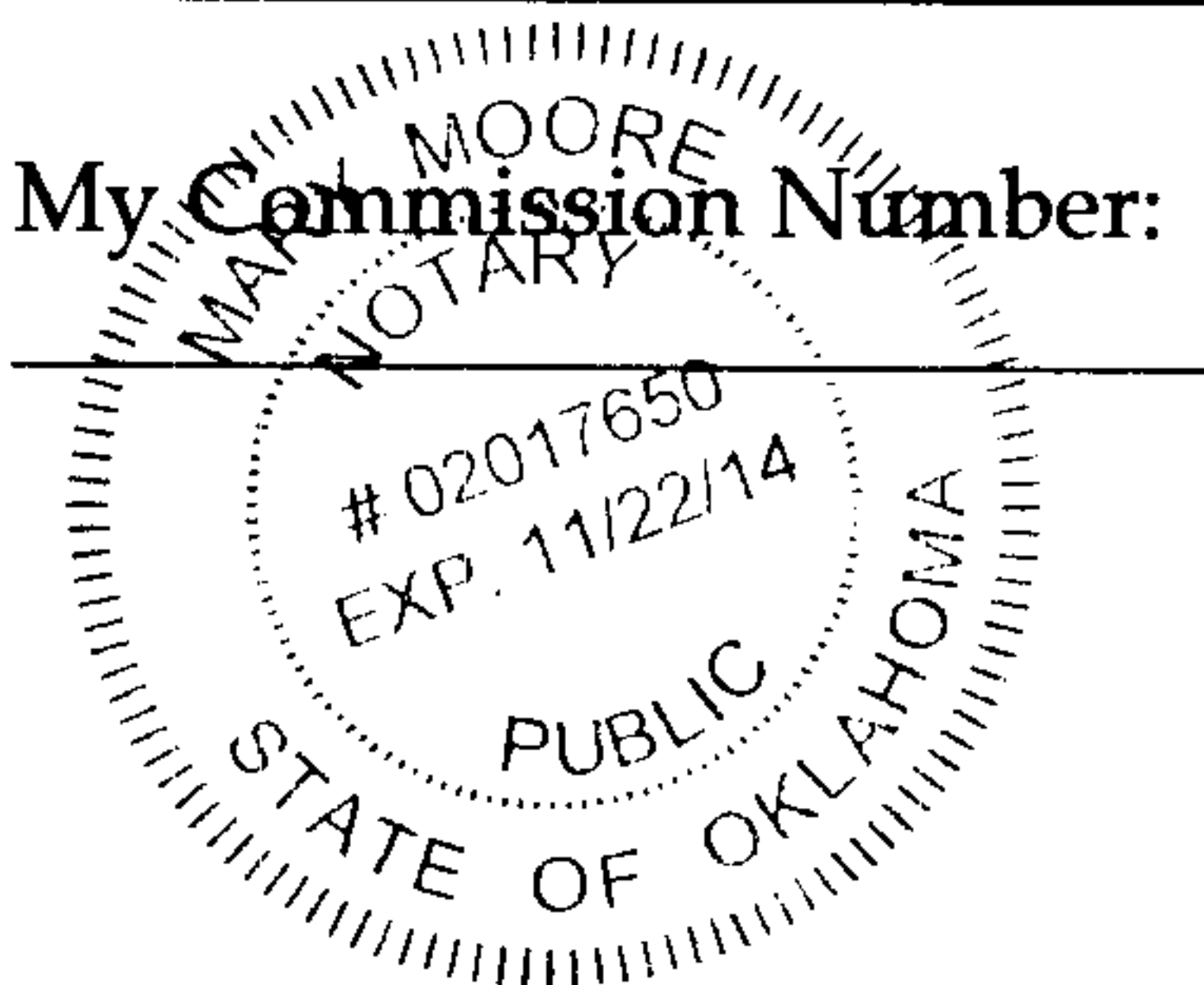


EXHIBIT "A"

Legal Description for Golden Gate At Twin Bridges Third (as originally platted and as replatted)

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

BEGINNING at the center of said Section 12 being monument by a 4" steel corner fence post as called for at the Northwest corner of Caliburn, an Addition to the City of Edmond, Oklahoma County, Oklahoma and recorded in the office of the County Clerk in Plat Book 58, Page 77; thence N89°59'21"W, 742.73 feet along the South line of the Northwest Quarter of said Section 12; thence N00°00'39"E, 149.45 feet to a point on a non-tangent curve to the left; thence along said curve an arc distance of 99.38 feet, said curve having a central angle of 05°52'12", a radius of 970.00 feet, and a long chord distance of 99.33 feet, bearing N87°49'08"W; thence N00°45'14"W, 60.00 feet; thence N00°29'19"E, 135.44 feet; thence S82°00'49"W, 217.99 feet; thence N59°32'18"W, 155.95 feet; thence N06°00'14"E, 299.58 feet; thence N01°59'10"W, 397.13 feet; thence N76°52'13"E, 144.03 feet to a point on a non-tangent curve to the left; thence along said curve an arc distance of 159.73 feet, said curve having a central angle of 46°56'02", a radius of 195.00 feet, and a long chord distance of 155.31 feet, bearing N36°35'48"W; thence N60°03'49"W, 74.07 feet to a point on a curve to the right; thence along said curve an arc distance of 111.63 feet, said curve having a central angle of 27°48'31", a radius of 230.00 feet, and a long chord distance of 110.54 feet, bearing N46°09'34"W to a point on a curve to the left; thence along said curve an arc distance of 330.25 feet, said curve having a central angle of 70°04'53", a radius of 270.00 feet, and a long chord distance of 310.05 feet, bearing N67°17'45"W to a point on a curve to the right; thence along said curve an arc distance of 296.10 feet, said curve having a central angle of 20°26'24", a radius of 830.00 feet, and a long chord distance of 294.53 feet, bearing S87°53'01"W; thence N81°53'47"W, 367.18 feet to a point on a curve to the left; thence along said curve an arc distance of 167.86 feet, said curve having a central angle of 35°37'19", a radius of 270.00 feet, and a long chord distance of 165.17 feet, bearing S80°17'34"W to a point on a curve to the right; thence along said curve an arc distance of 74.78 feet, said curve having a central angle of 15°52'09", a radius of 270.00 feet, and a long chord distance of 74.54 feet, bearing S70°24'59"W; thence S78°21'03"W, 113.94 feet to a point on the East Right of Way line of North Broadway as established in Book 1679, Page 538 and on file in the Oklahoma County Clerks office; thence along said East Right of Way line bearing N09°43'25"W, 110.06 feet; thence N78°21'03"E, 88.92 feet to a point on a curve to the right; thence along said curve an arc distance of 286.14 feet, said curve having a central angle of 19°45'09", a radius of 830.00 feet, and a long chord distance of 284.73 feet, bearing N88°13'38"E; thence S81°53'47"E, 367.18 feet to a point on a curve to the left; thence along said curve an arc distance of 274.69 feet, said curve having a central angle of 20°26'24", a radius of 770.00 feet, and a long chord distance of 273.24 feet, bearing N87°53'01"E to a point on a curve to the right; thence along said curve an arc distance of 403.64 feet, said

curve having a central angle of 70°04'53", a radius of 330.00 feet, and a long chord distance of 378.94 feet, bearing S67°17'45"E to a point on a curve to the left; thence along said curve an arc distance of 82.51 feet, said curve having a central angle of 27 °48'31", a radius of 170.00 feet, and a long chord distance of 81.70 feet, bearing S46°09'34"E; thence S60°03'49"E, 69.36 feet; thence N40°22'12"E, 90.61 feet; thence N07°40'41"E, 79.61 feet; thence N49°37'48"W, 123.50 feet to the South line of a tract described in Book 6923, Page 1377 and on file in the Oklahoma County Clerks office; thence S89°47'02"E along the South line of said tract and continuing along the South line of a tract described in Book 8299, Page 762 and on file in the Oklahoma County Clerks office, 1115.55 feet to the Southeast corner thereof, said point also being on the East line of said Northwest Quarter; thence N00°22'31"W, 80.71 feet along the East line of said Northwest Quarter; thence S55°32'37"E, 303.43 feet; thence N82°08'05"E, 122.02 feet; thence N64°16'44"E, 245.23 feet; thence S63°34'13"E, 146.83 feet; thence N85°48'43"E, 71.78 feet; thence S53°45'04"E, 345.10 feet; thence S46°16'58"E, 256.45 feet; thence S24°42'46"E, 78.25 feet; thence S48°25'30"E, 61.96 feet; thence S13°17'47"E, 105.00 feet; thence S27°24'03"E, 121.89 feet; thence S05°36'58"E, 125.27 feet; thence S59°58'59"E, 161.36 feet; thence S37°00'10"E, 87.90 feet; thence S31°49'08"E, 124.33 feet; thence S51°41'00"W, 115.04 feet to a point on a non-tangent curve to the right; thence along said curve an arc distance of 133.73 feet, said curve having a central angle of 27°21'52", a radius of 280.00 feet, and a long chord distance of 132.46 feet, bearing S24°38'03"E; thence S10°57'08"E, 177.01 feet; thence S50°06'56"E, 275.07 feet; thence S64°11'16"E, 243.05 feet; thence S66°05'51"E, 22.70 feet; thence S32°36'26"W, 294.91 feet; thence S86°27'37"W, 265.15 feet; thence S33°42'04"W, 101.45 feet; thence N88°04'45"W, 147.42 feet to a point on a non-tangent curve to the left; thence along said curve an arc distance of 80.53 feet, said curve having a central angle of 57°40'25", a radius of 80.00 feet, and a long chord distance of 77.17 feet, bearing S29°02'38"E; thence S32°07'09"W, 60.00 feet to a point on a curve to the right; thence along said curve an arc distance of 64.49 feet, said curve having a central angle of 26°23'42", a radius of 140.00 feet, and a long chord distance of 63.93 feet, bearing N44°41'00"W; thence S62°27'54"W, 115.68 feet; thence N37°19'00"W, 80.22 feet to the East line of said Caliburn Addition; thence on a measured bearing of N00°13'15"W (N00°12'11"W platted), 652.02 feet along said East line to the Northeast corner of said Caliburn Addition; thence on a measured bearing of S89°51'50"W (S89°51'39"W platted), 1306.84 feet along the North line of said Caliburn Addition to the POINT OF BEGINNING.

Said tract CONTAINS: 4,203,167 square feet or 96.49 acres of land, more or less.

This description was prepared on June 6, 2011 by Allen D. Lowry, PLS 1573.

Allen D. Lowry, RPLS #1573
MKEC Engineering Consultants, Inc.
Certificate of Authorization Number
CA 2958, expires on June 30, 2011
1000 W. Wilshire, Ste. 401
Oklahoma City, OK, 73116

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 any thing, 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.

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.

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 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.

7. The living area of any home constructed on Lots Forty-three (43), Forty-four (44), Forty-five (45), Forty-six (46) and/or Forty-seven (47) of Block One (1) and Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Sixty-three (63), Sixty-four (64), Sixty-five (65), Sixty-six (66), Sixty-seven (67), Sixty-eight (68), Sixty-nine (69), Seventy (70), Seventy-one (71), Seventy-two (72), Seventy-three (73), Seventy-four (74), Seventy-five (75), Seventy-six (76), Seventy-seven (77), Seventy-eight (78) and/or Seventy-nine (79) of Block Three (3) and all of Block Five (5) Golden Gate At Twin Bridges Third, as replatted, shall not be less than 2800 square feet without the approval of the Architectural Committee. The living area of any home constructed on any Lot in Block four (4) of Golden Gate At Twin Bridges Third, as replatted, shall not be less than 3000 square feet without the approval of the Architectural Committee. The living area of any home constructed on any other Lots in Golden Gate At Twin Bridges Third, as replatted (i.e. other than on those lots as referenced above), shall not be less than 2200 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. Set backs from front and side building lines as shown on the plat are an absolute minimum and the Architectural Committee shall require further set backs 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.

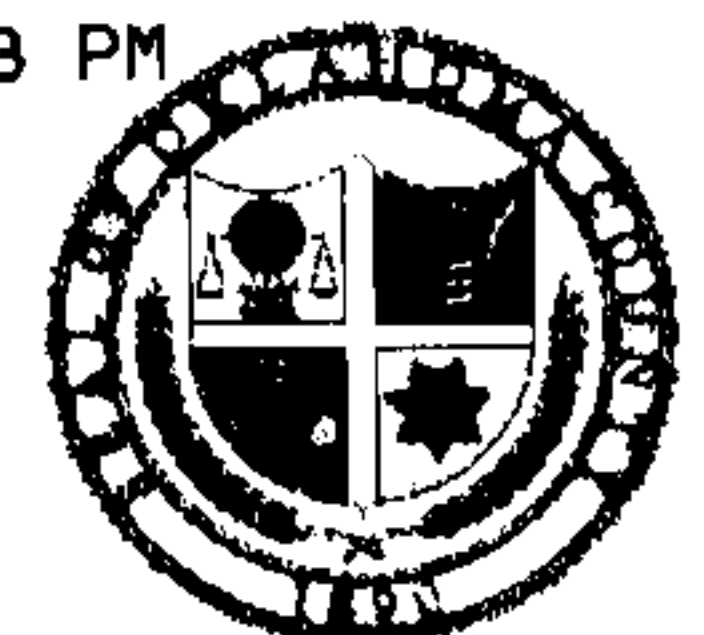
17. All air conditioning units shall be installed in such a manner that they are screened from site from the street adjacent to the Lot.

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. Oklahoma Redbud trees (*Cercis reniformis*, 'Oklahoma') and flowering dogwoods are encouraged.

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

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Filing Fee: \$39.00
Doc. Stamps: \$.00
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DECL



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

First American Title
1949 W 33rd Street
Edmond, OK 73013

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



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10/09/2015 10:41:28 AM
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State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

2036697/JC
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 FOURTH ADDITION and recorded in Plat Book Seventy-Three (73), at Pages Fifty-Four (54) and Fifty-Five (55), on the 28th day of August, 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

Senie Edmonds
First American Title
133 N.W. 8th
Oklahoma City, OK 73102

person thereof, their grantees, successors, heirs, personal representatives, devisees and assigns.

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 7th day of October, 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 7th day of October, 2015, by J.I. "Bud" Bartley, Manager of Golden Gate Development LLC, an Oklahoma Limited Liability Company.

My Commission Expires:
8-11-2019



Misty Clifton
Notary Public

EXHIBIT "A"

Legal Description for Golden Gate At Twin Bridges Fourth Addition

A tract of land lying within the Northeast 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:

BEGINNING at the Northwest corner of the Northeast Quarter of Section 12, Township 14 North, Range 3 West; thence S89°59'11"E along the North line of said Northeast Quarter a distance of 1551.55 feet; thence parallel with the East line of said Northeast Quarter, S00°11'17"E, 61.00 feet; thence S03°45'56"W, 368.67 feet; thence S24°26'37"W, 112.97 feet; thence S10°57'54"E, 158.93 feet; thence N89°10'30"E, 100.00 feet; thence S00°49'30"E, 50.00 feet; thence S89°10'30"W, 100.00 feet; thence S02°14'18"E, 236.91 feet; thence S12°45'37"E, 419.52 feet; thence S10°20'37"W, 252.55 feet; thence S54°57'22"W, 74.28 feet; thence N36°22'14"W, 341.99 feet; thence N53°18'44"W, 552.43 feet; thence N70°16'01"W, 513.96 feet to a point on a non-tangent curve to the left, having a radius of 220.00 feet, a central angle of 35°07'07", a chord bearing of S09°41'39"W, and a chord distance of 132.74 feet; thence along the arc of said curve a distance of 134.85 feet; thence N82°08'05"E, 105.08 feet; S63°34'12"E, 155.35 feet; to the North most corner of Lot 12, Block 4, A Replat of Golden Gate at Twin Bridges Third Addition, an addition to the City of Edmond, Oklahoma County, Oklahoma; thence along the northerly boundary of said Addition for the next three courses, S64°16'44"W, 245.23 feet to the southeast corner of said Lot 12; thence S82°08'05"W, 122.02 feet to a North Corner of Lot 47, Block 1, of said Addition; thence N55°32'37"W, 303.43 feet to the Northwest Corner of said Lot 47; thence N00°22'31"W along the west line of said Northeast Quarter a distance of 983.22 feet; thence continuing along the said west line, N00°22'31"W, 50.00 feet to the Northwest corner of the Northeast Quarter of said Section 12, also being the POINT OF BEGINNING.

Said tract contains 42.41 acres more or less.

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 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 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 any thing, 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.

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 a Architectural Committee, composed of Alvin R. Bates, Misty Clifton 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 plans, 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.

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 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, Misty Clifton 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 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.

7. The living area of any home constructed on Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), of Block One (1) Golden Gate At Twin Bridges Fourth Addition, shall not be less than 2600 square feet without the approval of the Architectural Committee. The living area of any home constructed on Lots Sixteen (16), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-eight (28), Twenty-nine (29), Thirty (30), Thirty-one (31), Thirty-two (32), Thirty-three (33), Thirty-four (34), Thirty-five (35), Thirty-six (36) and Thirty-seven (37), of Block One (1) and Lots One (1), Two (2), Three (3), of Block Two (2) and Twenty-eight (28) of Block Three (3), all in Golden Gate At Twin Bridges Fourth Addition, shall not be less than 2800 square feet without the approval of the Architectural Committee. The living area of any home constructed on Lots Four (4), Five (5), Six (6), Seven (7) and Eight (8), of Block Two (2) and Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18) and Twenty-seven (27), of Block Three (3), all in Golden Gate At Twin Bridges Fourth Addition, shall not be less than 3000 square feet without the approval of the Architectural Committee. The living area of any home constructed on Lots Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25) and Twenty-six (26), of Block Three (3), Golden Gate At Twin Bridges Fourth Addition, shall not be less than 3500 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. Set backs from front and side building lines as shown on the plat are absolute minimum and the Architectural Committee shall require further set backs 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. Garage entrances from the side or the rear of the home shall normally be required by the Reviewer.

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

16. 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.

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

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

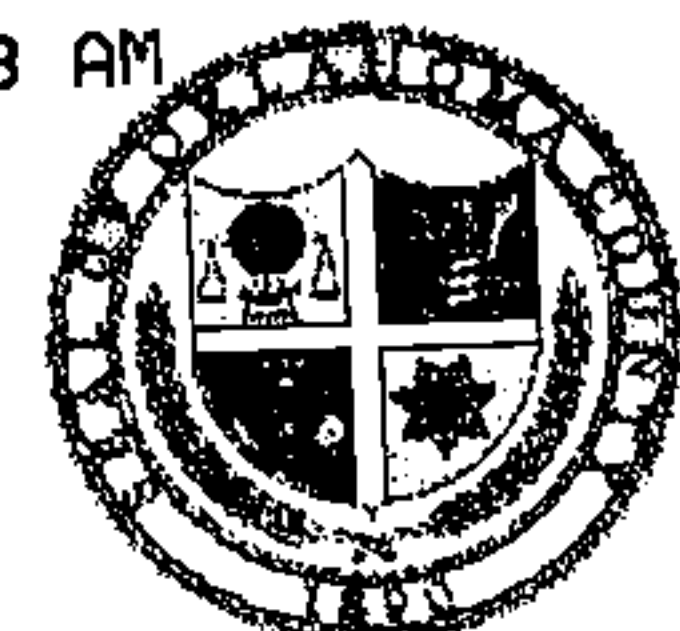
19. The windows of any home shall be of vinyl or wood construction.

20. 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. Additionally, the landscape design of each home within the Property is encouraged to include two (2) Oklahoma Redbud trees (*Cercis reniformis*, 'Oklahoma') planted in the front yard of the home. Flowering dogwoods are also encouraged.

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


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**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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Bk:RE12895 Pg:107 Pgs:13 COV
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

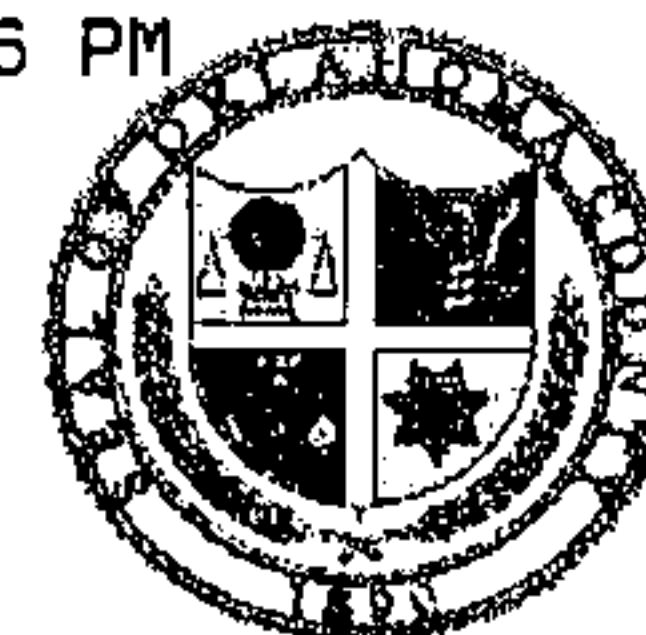
This Design Guidelines supplements the Covenants, Conditions, Restrictions, and Notice, Disclosure & Disclaimer to Future Buyers of Golden Gate At Twin Bridges ("Declaration"). The words and phrases herein contained shall have the meanings ascribed thereto in the Declaration unless expressly provided 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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**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


20171207011712100
12/07/2017 09:00:06 AM
Bk:RE13609 Pg:727 Pgs:13 DECL
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
David B. Hooten

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 SIXTH ADDITION and recorded in Plat Book Seventy-Five (75), at Page Ninety-Six (96), on the 13th day of September 2017 (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.

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 1st day of December, 2017.

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 CANADIAN)

The foregoing instruments was acknowledged before me this 1st day of December, 2017 by J.I. "Bud" Bartley, Manager of Golden Gate Development LLC, an Oklahoma Limited Liability Company.

My Commission Expires: 08/11/2019

My Commission #: 11007314



Misty Clifton
Notary Public

EXHIBIT "A"

Legal Description for Golden Gate At Twin Bridges Sixth Addition

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

COMMENCING at the Northeast Corner of the Northeast Quarter of Section 12, Township 14 North, Range 3 West; thence S00°11'17"E along the East Line of said Northeast Quarter a distance of 95.00 feet; thence N89°59'12"W, parallel with the North Line of said NE/4 70.00 feet to the POINT OF BEGINNING; thence S00°11'17"E and parallel with said East Line, 405.00 feet; thence S89°59'11"E, 20.00 feet; thence S00°11'17"E and parallel to said East Line, 1542.73 feet; thence N89°47'17"W, 583.01 feet; thence S00°11'17"E, 132.17 feet; thence N35°03'18"W, 441.69 feet; thence N06°06'57"W, 426.87 feet; thence N14°22'55"W, 162.88 feet; thence N07°12'08"W, 397.87 feet; thence N00°49'30"W, 187.95 feet (a portion of this course being coincidental with an easterly line of "Golden Gate at Twin Bridges Fourth Addition"); thence N08°11'01"E, 380.38 feet; thence N00°00'49"E, 209.00 feet to a point on a line 61.00 feet South of the North Line of the said Northeast Quarter; thence S89°59'11"E parallel with the North line of said Northeast Quarter, 433.48 feet; thence S00°00'49"W, 9.00 feet; thence S89°59'11"E parallel with the North line of said Northeast Quarter, 435.64 feet; thence S45°05'14"E, 35.42 feet to the POINT OF BEGINNING.

Said Lands lying in the City of Edmond, Oklahoma County, Oklahoma and containing 40.71 acres more or less. Basis of bearing: Oklahoma Coordinate System of 1983 North grid zone being S89°59'11"E along the North Line of the Northeast Quarter of Sec. 12, T14N, R3W, I.M.

EXHIBIT "B"

Initial Use Restrictions and Rules

The following restrictions shall apply to all 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 business 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 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 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 the 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 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, 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 any thing, 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 and

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 marking 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 many 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 purpose of this Paragraph, is defined as regular, exclusive occupancy of a Lot by any Person, other than the Owner for which the 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.

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 a Architectural Committee, composed of J. I. "Bud" Bartley, Alvin Bates and Joey Sager, 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 not 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.

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 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 J. I. "Bud" Bartley, Alvin Bates, Joey Sager, 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 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.
7. The living area of any home constructed on Lots One (1), Two (2), Three (3), Forty-six (46), Forty-seven (47), Forty-eight (48), Forty-nine (49), Fifty (50), Fifty-one (51), Fifty-two (52), Fifty-three (53), Fifty-four (54), Sixty (60), Sixty-one (61), Sixty-two (62), Sixty-three (63), Sixty-four (64), Sixty-five (65), Sixty-six (66), and Sixty-seven (67), of Block One (1) Golden Gate At Twin Bridges Sixth Addition, shall not be less than 3000 square feet without the

approval of the Architectural Committee. The living area of any home constructed on Lots Four (4), Five (5), Thirty-nine (39), Forty (40), Forty-one (41), Forty-two (42), Forty-three (43), Forty-four (44), Forty-five (45), Fifty-five (55), Fifty-six (56), Fifty-seven (57), Fifty-eight (58), and Fifty-nine (59) of Block One (1), Golden Gate At Twin Bridges Sixth Addition shall not be less than 2800 square feet without the approval of the Architectural Committee. The living area of any home constructed on Lots Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Twenty-nine (29), Thirty (30), Thirty-one (31), Thirty-two (32), Thirty-three (33), Thirty-four (34), Thirty-five (35), Thirty-six (36), Thirty-seven (37), and Thirty-eight (38), of Block One (1), Golden Gate At Twin Bridges Sixth Addition, shall not be less than 2600 square feet without the approval of the Architectural Committee. The living area of any home constructed on Lots Sixty-eight (68), Sixty-nine (69), Seventy (70), Seventy-one (71), Seventy-two (72), Seventy-three (73), Seventy-four (74), Seventy-five (75), Seventy-six (76), Seventy-seven (77), Seventy-eight (78), Seventy-nine (79), Eighty (80), Eighty-one (81), Eighty-two (82), and Eighty-three (83), of Block One (1) Golden Gate At Twin Bridges Sixth Addition, shall not be less than 3500 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. Set backs from front and side building lines as shown on the plat are 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 the Property.
10. No outside antennas shall extend beyond five feet of the roof line.
11. No electric windmill 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. Garage entrances from the side or the rear of the home shall normally be required by the Reviewer.
15. The current mailing address of the Architectural Committee is 100 NW 150th Street, Suite C-1, Edmond, Oklahoma 73013.

