

BRIDGEPORT DEVELOPMENT

OSAGE COUNTY, STATE OF OKLAHOMA

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Preliminary

December 2004

- 1. LOT USE.** PREMISES RE CONVEYED AND SHALL BE USED ONLY FOR RESIDENTIAL SINGLE FAMILY PURPOSES. NO LOT SHALL BE USED FOR ANY BUSINESS, COMMERCIAL OR MANUFACTURING PURPOSE. NO LOT MAY BE SUBDIVIDED TO ACCOMMODATE TWO OR MORE SEPARATE OWNERS OR DWELLINGS. NO STRUCTURE SHALL BE PLACED, ALTERED, ERECTED OR PERMITTED TO REMAIN ON ANY LOT WHICH EXCEEDS THREE (3) STORIES IN HEIGHT. NO DWELLING MAY BE MOVED ONTO BRIDGEPORT.
- 2. DWELLING SIZE AND MATERIAL.** NO SINGLE STORY DWELLING SHALL BE ERECTED IN BRIDGEPORT WHICH HAS A LIVING SPACE OF LESS THAN THREE THOUSAND (3000) SQUARE FEET. NO BUILDING ON ANY SITE SHALL BEGIN UNTIL PLANS AND SPECIFICATIONS ARE APPROVED BY DEVELOPER OR HIS AGENT. SQUARE FOOTAGE SHALL BE COMPUTED ON MEASUREMENTS OVER FRAME OR LIVING SPACE EXCLUSIVE OF PORCHES, PATIOS, AND GARAGES. SHINGLES ARE TO BE MADE OF HERITAGE II OR BETTER GRADE. NO SWELLING SHALL BE ERECTED, PLACED OR CONSTRUCTED IN BRIDGEPORT UNLESS AT LEAST THIRTY-FIVE PERCENT (35%) OF THE EXTERIOR WALLS THEREOF ARE BRICK, STONE, OR STUCCO MATERIALS. PROVIDED, HOWEVER THAT THE AREA OF ALL WINDOWS AND DOORS LOCATED IN SAID EXTERIOR WALLS SHALL BE EXCLUDED IN THE DETERMINATION OF THE AREA OF SAID EXTERIOR WALLS IN ALL CASES, THE MASONRY SHALL EXTEND TO THE GROUND LINE, WHEREBY THE FOUNDATION SHALL BE CONCEALED. ANY DEVIATION OF EXTERIOR CONSTRUCTION MATERIALS SHALL BE PERMITTED ONLY UPON THE WRITTEN CONSENT OF THE DEVELOPER.
- 3. SET BACK LINES.** NO BUILDINGS, OUTBUILDINGS, STRUCTURES OR PARTS THEREOF SHALL BE CONSTRUCTED OR MAINTAINED ON LOTS NEARER TO THE PROPERTY LINES THAN THE SET-BACK LINES PROVIDED HEREIN OR SHOWN ON THE ACCOMPANYING PLAT. UNLESS OTHERWISE PROVIDED BY EASEMENT OR BUILDING SET-BACK LINES FOR DWELLINGS OR OTHER OUTBUILDING STRUCTURES SHALL BE; FRONT YARD – 40 FEET; SIDE YARD -10 FEET; OTHER SIDE -30 FEET; BACH YARD -30 FEET.
- 4. GARAGES.** ALL DWELLINGS SHALL HAVE GARAGES SUITABLE FOR ACCOMMODATING A MINIMUM OF TWO (2 STANDARD SIZE AUTOMOBILES. GARAGES MAY BE ATTACHED OR DETACHED FROM THE SWELLING. ANY DETACHED GARAGE SHALL CONFORM TO THEE BASIC ARCHITECTURAL STYLE OF THE DWELLING.
- 5. DRIVEWAYS, CULVERTS.** ALL DRIVEWAYS INTO A LOT FROM ANY STREET SHALL BE CONSTRUCTED OF ASPHALT OR CONCRETE MATERIAL, AND SHALL NOT BE LESS THAN FOURTEEN (14) FEET IN WIDTH. ALL DRIVEWAYS SHALL CONTAIN DRAINAGE CULVERT OF AT LEAST TWELVE (12) INCHES IN DIAMETER. DRIVEWAY DRAINAGE CULVERTS SHALL BE CONSTRUCTED WITH HEADWALLS CONFORMING TO THE MASONRY OF THE DWELLING AND SHALL ALLOW FOR NO EXPOSED CONCRETE, METAL, OR PIPING.
- 6. MAILBOXES.** ALL MAILBOXES SHALL BE ENCLOSED IN A BRICK OR MASONRY STRUCTURE WHICH SHALL EXTEND TO THE GROUND AND SHALL CONFORM TO THE DWELLING.
- 7. OUTBUILDINGS.** ALL TOOL SHEDS, HOBBY ROOMS OR OTHER OUT BUILDINGS SHALL CONFORM TO THE BASIC ARCHITECTURAL STYLING OF THE DWELLING AND SHALL HAVE AT LEAST THIRTY-FIVE PERCENT (35%) OF THE EXTERIOR THEREOF COMPOSED OF MASONRY.
- 8. ANIMALS.** NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE RAISED, BRED, OR KEPT ON ANY LOT EXCEPT FOR A TOTAL OF THREE (3) DOGS, CATS, OR OTHER HOUSEHOLD PETS AND THE SUCKLING YOUNG OF SAID ANIMALS. ANIMALS SHALL NOT BE KEPT, BRED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSES AND SHALL NOT BE PERMITTED ON ANY LOT WHICH DOES NOT CONTAIN A DWELLING BEING USED AS A RESIDENCE. ALL ANIMALS MUST BE FENCED IN OR KEPT ON A LEASH.

ANIMALS SHELTER SHALL BE SCREENED FROM VIEW FROM ANY STREET UNLESS BUILT IN CONFORMITY TO THE REQUIREMENT FOR OUTBUILDINGS HEREIN.

9. **STORAGE.** NO OUTSIDE STORAGE OR KEEPING OF BUILDING MATERIALS, TRACTORS, MOVERS, EQUIPMENT, IMPLEMENTS OR SALVAGE SHALL BE PERMITTED. BUILDING MATERIALS MAY BE STORED FOR A PERIOD OF THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION. CONSTRUCTION SHALL BE COMPLETED WITHIN SIX (6) MONTHS AFTER THE POURING OF THE FOOTING.
10. **VEHICLES, MOTORCYCLES.** NO INOPERATIVE VEHICLES SHALL BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE. NO MOTOR HOME, BOAT TRAILER, TRAVEL TRAILER, OR SIMILAR RECREATIONAL VEHICLE SHALL BE LOCATED, PARKED OR STORED WITHIN A SIDE OR FRONT YARD, AND IF NOT LOCATED WITHIN AN ENCLOSED GARAGE SHALL BE SCREENED SUFFICIENTLY TO PREVENT ANY VIEW THEREOF FROM ANY STREET WITHIN THE SUBDIVISION.
11. **ANTENNAE.** NO TELEVISION, RADIO, OR OTHER ANTENNAE OR RECEPTION DEVICES SHALL BE CONSTRUCTED OR MAINTAINED ON ANY LOT WITHOUT THE WRITTEN APPROVAL OF THE DEVELOPER, WITH EXCEPTION OF CABLE TELEVISION OR SATELLITE SERVICE.
12. **FENCES.** ANY FENCING SHALL BE CONSISTENT WITH A RESIDENTIAL ATMOSPHERE AND OF NEW CONSTRUCTION AND SHALL NOT INTERFERE WITH ACCESS TO EASEMENTS OR RIGHT-OF-WAYS. ALL YARD FENCES ABUTTING AND PARALLEL TO STREET SHALL BE OF A DECORATIVE NATURE, SUCH AS WOOD, BRICK, STUCCO, OR WROUGHT IRON. THE DEVELOPER OF BRIDGEPORT MAY BUILD A PERIMETER FENCE ALONG ANY PERIMETER LINES OF THE SUBDIVISION.
13. **DWELLING A RESIDENCE.** NO TRAILER, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING SHALL AT ANY TIME BE USED AS A RESIDENCE TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF A TEMPORARY CHARACTER BE USED AS A RESIDENCE.
14. **NUISANCE.** NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT. NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO BRIDGEPORT.
15. **SIGNS.** NO SIGN OF ANY KIND SHALL BE DISPLAYED TO PUBLIC VIEW ON ANY RESIDENTIAL LOT EXCEPT ONE PROFESSIONAL SIGN OF NOT MORE THAN ONE SQUARE FOOT, OR ONE SIGN NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE SALE OR RENT OF SAID PROPERTY, OR SIGNS USED BY BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD OF ANY RESIDENCE.
16. **MOBILE HOMES.** NO MOBILE HOME SHALL BE MOVED INTO OR BE PRESENT IN BRIDGEPORT.
17. **WASTE.** NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE, OR OTHER WASTES. ALL WASTE SHALL BE KEPT IN SANITARY CONTAINERS AND IN INCINERATORS OR OTHER EQUIPMENT FOR STORAGE OR DISPOSAL OF SUCH MATERIALS AND ALL LOTS SHALL BE KEPT IN A CLEAN, NEAT AND ORDERLY MANNER, LOTS AND ALL EASEMENTS THEREON SHALL BE KEPT CLEAN, NEAT AND MOWED TO THE STREET.
18. **UNDERGROUND UTILITIES.** IN CONNECTION WITH THE INSTALLATION OF UNDERGROUND UTILITY SERVICE, ALL LOTS ARE SUBJECT TO THE FOLLOWING PROVISIONS, WHICH ARE ENFORCEABLE TO THE SUPPLIER OF EACH SUCH UTILITY, TO WIT:
 - A. ALL SUPPLY LINES SHALL BE LOCATED IN THE EASEMENT WAYS RESERVED FOR GENERAL SERVICES AND STREETS AS SHOWN ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS AS SOURCES OR SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENTS-WAYS.
 - B. UNDERGROUND SERVICE LINES TO ALL HOUSES MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH HOUSE PROVIDED THAT UPON THE INSTALLATION OF SUCH LINE TO A PARTICULAR HOUSE, THE SUPPLIER OF ELECTRIC SERVICE SHALL THEREAFTER BE DEEMED TO A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY ON SAID LOT COVERING A FIVE (5) FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH ENTRANCE ON SAID HOUSE.
 - C. THE SUPPLIER OF UTILITY SERVICE, THROUGH ITS PROPER AGENT AND EMPLOYEES SHALL AT ALL

TIMES HAVE RIGHT OF ACCESS TO AND UPON ALL SUCH EASEMENT WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND FACILITIES SO INSTALLED BY IT.

- D. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND UTILITY FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OF ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID FACILITIES. THE SUPPLIER SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES. BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACT OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- E. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF SUCH SERVICE AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.
19. **DRAINAGE EASEMENTS.** NO TREES, SHRUBS, OR SEEDLINGS OF AN FORM SHALL BE PLACED IN DRAINAGE EASEMENTS EXCEPT CERTAIN GRASSES NORMALLY USED FOR LAWN PURPOSES. NO OBSTRUCTIONS SHALL BE PLACED OR PERMITTED TO REMAIN IN ANY OF THE DESIGNATED DRAINAGE WAYS THAT WOULD HINDER OR RESTRICT THE FREE AND VOLUNTARY FLOW OF WATER FROM ITS INTENDED PASSAGEWAY.
20. **SANITARY DISPOSAL.** SEWAGE IN INTENDED TO BE DISPOSED OF BY INDIVIDUAL SEPTIC TANK DISPOSAL SYSTEMS, AND SHALL BE SUBJECT TO THE REGULATIONS OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY. EACH LOT OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE SEPTIC SYSTEM SERVING THE LOT. THE AREA CONTAINING THE LATERAL LINES SHALL BE MAINTAINED FREE OF ANY BUILDING OR OTHER STRUCTURE OR SURFACING WHICH WOULD INTERFERE WITH THE FUNCTIONING OF THE LATERAL LINES. NO OUTSIDE TOILETS SHALL BE ALLOWED IN BRIDGEPORT AND ALL SANITARY ARRANGEMENTS MUST COMPLY WITH LOCAL AND STATE HEALTH REQUIREMENTS. PORTABLE TOILETS SHALL BE ALLOWED DURING CONSTRUCTION.
21. **LANDSCAPE AND PAVING REPAIR.** THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND PAVING LOCATED WITHIN THE UTILITY EASEMENTS. IN THE EVENT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER SANITARY SEWER MAINS, STORM SEWERS, ELECTRICAL, NATURAL GAS, TELEPHONE, OR CABLE TELEVISION SERVICE.
22. **HOMEOWNERS ASSOCIATION.** A HOMEOWNERS ASSOCIATION WILL BE ESTABLISHED TO MAINTAIN THE ENTRYWAY AND FOR SUCH OTHER PURPOSES A SHALL BE DEEMED ADVISABLE. OWNERS OF ANY LOT WITHIN SAID SUBDIVISION SHALL BE MEMBERS OF SAID ASSOCIATION.
23. **ENFORCEMENT.** TO RESTRAIN OR TO RECOVER DAMAGES FRO VIOLATION OF THE COVENANTS MAY BE BROUGHT BY THE DEVELOPER OR ANY OWNER OF ANY LOT OR HAVING ANY INTEREST THEREIN, WHETHER ACTION JOINTLY OR SEPARATELY. THE DEVELOPER AND OWNERS ASSOCIATION SHALL NOT BE OBLIGATED TO ENFORCE ANY COVENANT OR RESTRICTION THROUGH LEGAL PROCEEDINGS OR OTHERWISE.
24. IN THE EVENT THE OWNER OR ANY OF ITS SUCCESSORS, GRANTEES, LESSEES, OR ASSIGNS, OR ANY PERSON CLAIMING UNDER THEM, SHALL VIOLATE OR BREACH ANY OF THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN OR IMPOSED HEREBY, ANY PERSON OR PERSONS OWNING A LOT OR PARCEL WITHIN "BRIDGEPORT" , THE BENEFICIARIES OF THE COVENANTS AS SET FORTH HEREIN WITH RESPECT TO SUCH COVENANTS ONLY, OR ITS THEN SUCCESSORS SHALL HAVE THE RIGHT TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS ATTEMPTING TO VIOLATE ANY OF SUCH COVENANTS OR RESTRICTIONS TO PREVENT VIOLATION OR TO RECOVER DAMAGES FOR THE VIOLATION THEREOF, INVALIDATION OF ANY OF THE COVENANTS OR RESTRICTION SET FORTH HEREIN BY JUDGMENTS OR OTHER ACTION SHALL NOT AFFECT THE VALIDITY OF ANY OTHER COVENANTS OR RESTRICTION, WHICH SHALL REMAIN IN FULL FORCE AND AFFECT AND BE THEREAFTER CONSTRUED AS IF SUCH INVALIDATED COVENANT OR RESTRICTION WHERE NOT HEREIN CONTAINED. THE FAILURE OF THE OWNER OR AND SUCCESSOR(S). IN TITLE TO THE PROPERTY WITHIN "BRIDGEPORT" TO ENFORCE ANY GIVEN RESTRICTION OR COVENANT OR CONDITIONS AT ANY TIME, OR FROM TIME TO TIME, SHALL NOT BE DEEMED TO WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY, NOR A MODIFICATION OF THESE RESTRICTIONS AND PROTECTIVE COVENANTS.

25. **SEVERABILITY.** INVALIDATION OF ANY ONE OF THESE COVENANTS, RESTRICTION OR CONDITIONS SHALL NOT AFFECT ANY OF THE OTHER PROVISIONS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.
26. **BINDING EFFECT.** AMENDMENTS, THESE COVENANTS, CONDITIONS AND RESTRICTION ARE TO RUN WITH LAND, AND SHALL BE BINDING UPON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM; PROVIDED, HOWEVER, THEY MAY BE AMENDED BY THE OWNERS OF A MAJORITY OF THE LOTS IN BRIDGEPORT, WHICH AMENDMENT SHALL BE EFFECTIVE UPON RECORDING IN THE RECORDS OF THE OSAGE COUNTY CLERK. THE DEVELOPER RESERVES THE RIGHT IN ITS SOLE DISCRETION AND WITHOUT JOINER OF ANY OWNER AT ANY TIME TO AMEND, REVISE, OR ABOLISH ANY ONE OR MORE OF THE ABOVE COVENANTS, AND RESTRICTION BY INSTRUMENT DULY EXECUTED AND ACKNOWLEDGED AND FILED IN THE OFFICE THE COUNTY CLERK OF OSAGE COUNTY, OKLAHOMA.