

**OAKRIDGE AT COOPER RANCH
CONDITIONS AND RESTRICTIONS**

OAKRIDGE AT COOPER RANCH was developed in harmony with the environment to enhance the unique scenery of the development and be preserved by the creation and enforcement of development standards.

The Developer, being desirous of establishing a desirable system of development of said property, and preserving the character thereof as a residential addition does hereby declare and establish the following restrictions, conditions, and protective covenants. Same are hereby made for the use and benefit of each and every person acquiring title or interest in said property, and any persons accepting conveyance thereof, either directly or remotely. All properties in this subdivision are subject to these conditions, restrictions, and protective covenants, to-wit:

1. LOT USE. Premises are 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 two (2) stories in height.

2. DWELLING SIZE AND MATERIAL. No single story dwellings shall be erected in OAKRIDGE AT COOPER RANCH, which have a living space of less than 2500 square feet. Dwellings in excess of a single story shall have a total minimum living space of 2600 square feet and a minimum living space of 1600 square feet at the lower level. Square footage shall be computed on measurements over frame of the living space exclusive of porches, patios, and garages. On all houses using composition shingles for roof covering, such composition shingles must be Heritage II or equal and shall be dark earth tone to resemble weathered wood. No building shall have a roof pitch of less than 9/12 over 75% of roof. No dwelling shall be erected, placed or constructed on any lot in OAKRIDGE AT COOPER RANCH unless at least Seventy-five percent (75%) of the exterior walls thereof are brick or stone; 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; and further provided that where a gable-type roof is constructed then that part of such exterior wall extended above the room ceiling height may be constructed of wood material and shall also be excluded from the square foot area in the determination of the area of the exterior walls of said residence. 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 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 set-back lines shown on the accompanying plat, the minimum building set-back lines for dwellings or other outbuilding structures shall be:

Front yard:	40 feet	Back Yard:	20 feet
Side yard:	10 feet	Other side yard:	15 feet

4. GARAGES. All dwellings shall have attached garages suitable for accommodating a minimum of two (2) standard size automobiles. Carports shall not be permitted. Detached garages must meet architectural requirements of the Home with 25% masonry.

5. DRIVEWAYS, CULVERTS. All driveways into a lot from any street shall be constructed of concrete or asphalt extending to street with masonry headwalls to match house and shall not be less than sixteen (16) feet in width. All driveways shall contain a 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 should allow for no exposed concrete, metal, or piping.

6. MAILBOXES. All mailboxes and light poles to be black ornamental iron of uniform construction and architectural design deemed appropriate by Developer.

7. OUTBUILDINGS. All tool sheds, hobby rooms or other outbuildings shall conform to the basic architectural styling of the dwelling with a minimum of 25% masonry that conforms to dwelling.

8. ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot or block in said addition, except that dogs, cats, and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. All animals must be fenced in or kept on a leash. Animal shelters shall be screened from view from any street unless built in conformity to the requirement for outbuilding herein.

9. STORAGE. No outside storage or keeping of building materials, tractors, mowers, equipment, implements or salvage shall be permitted. Building materials may be stored for a period of thirty days prior to the start of construction. Construction shall be completed within nine (9) months after the pouring of the footing.

10. VEHICLES, MOTORCYCLES. No vehicle, motorcycle, motor bike, camber, trailer, or boat, whether or not operable, (collectively referred to as "Vehicles") shall be kept, parked, stood or stored for more than forty-eight (48) hours during any seventy-two (72) hour period except in a garage or screened from view behind the set-back lines. Vehicles shall not be kept, parked, stood or stored on the yard.

11. ANTENNAE. No exterior television, radio, or other antennae or reception devices shall be constructed or maintained anywhere in OAKRIDGE AT COOPER RANCH without the approval of the Developer.

12. FENCES. No fence or wall shall be erected, placed, or altered on any lot nearer to the street than the minimum set-back lines established herein. No fence shall be erected on any lot closer to any street than the main structure without the written approval of the Developer, and no fence on any lot shall exceed six (6) feet in height. Fences may consist of wood, brick, natural stone or a combination of chain link with treated round wood post and rails.

13. DWELLING AS RESIDENCE. No trailer, tent, shack, garage, barn or other outbuilding shall not at any time be used as 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 OAKRIDGE AT COOPER RANCH.

15. SIGNS. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the sale or rent of said property, or signs used for the purpose of campaigning for a result in any political election or issue or by the Developer

or builder to advertise the property during the construction and sales period, unless approved, in writing, by the Developer.

16. MOBILE HOMES. No mobile home shall be moved into or be present in OAKRIDGE AT COOPER RANCH, except that the Developer may use a trailer as a construction and sales office during the time of construction.

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 all incinerators or other equipment for storage or disposal of such material and all lots shall be kept clean, neat and orderly in 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 services, all lots are subject to the following provisions, which are enforceable by the suppliers 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 of supply of secondary voltages, may also be located in said easement-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 have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five (5) foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.
- c. The supplier of utility service, through its proper agents and employees, shall at all times have right 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 acts 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.
- f. The Developer, and all subsequent lot owners, recognizes that Transok, LLC is the holder of a certain easement within the land platted as OAKRIDGE AT COOPER RANCH. Such easement contains within its boundaries a natural gas pipeline. If, in the future, Transok, LLC has to excavate any streets, driveways or other structures, which have been placed over and upon Transok, LLC. easement in order that Transok, LLC may perform work or maintenance on its pipeline, Transok, LLC will not be responsible for any damage to such streets, driveways, or other structures.

19. DRAINAGE DETENTION EASEMENTS. The Drainage, Detention and Park Access Easements shall be maintained by the Homeowners Association. The following standards apply to the Drainage, Detention Easements on said lots.

- a. The grade of all banks and side slopes shall not be altered from the finished grade elevation shown on the grading plans and specifications approved by the City-Rogers County Metropolitan area Planning Commission or its Staff or such Agency, Subdivision or Department as it may designate (The "Commission")
- b. The Homeowners' Association shall mow areas covered by grass within the drainage detention easement in season at regular intervals.
- c. No fence, wall, planting, building, or other obstruction may be placed or maintained within the drainage detention easement without the written approval of the Commission.
- d. Maintenance of the drainage detention easements shall be the responsibility of the Homeowners' Association, except that the County Commissioners, its employees or agents, at their discretion, have the right to enter upon said easements for the purpose of improving and/or maintaining the same. There will be no compensation for such actions.

20. SANITARY DISPOSAL. Sewage is 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 OAKRIDGE AT COOPER RANCH and all sanitary arrangements must comply with local and state health requirements. Each purchaser of a lot within OAKRIDGE AT COOPER RANCH shall, prior to accepting a covenant thereof, make an independent investigation as to that particular lots' suitability for a septic tank disposal system. The Developer makes no warranties; expressed or implied, as to any lots' soil characteristics. Each owner of a lot, by acceptance of a deed therefore, is deemed to have inspected and accepted that lots' suitability for a septic tank disposal system. Each lot owner, and not the Developer, shall be responsible for the proper installation and care of that lots' septic tank disposal system.

21. HOMEOWNERS' ASSOCIATION.

- a. Formation of Homeowners Association: The Owner/Developer has formed or shall cause to be formed the COOPER RANCH ASSOCIATION, INC. (Hereinafter referred to as the "Association"), a non-profit corporate entity to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purpose of eventually, at the discretion of the Developer, accepting title to and maintaining the reserve areas set forth on the Plat and enhancing the value, desirability and attractiveness of OAKRIDGE AT COOPER RANCH.
- b. Membership: Every person or entity who is a record owner of a lot shall be a member of the Association, and membership shall be appurtenant to and may not be separated from the ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership to the Association as of the date of incorporation, or as of the date of recording of the deed, whichever occurs last.
- c. Covenant for Assessment: Each owner of a lot, by acceptance of a deed therefore, is deemed to covenant and agrees to pay to the Association, assessments to be established by the Developer and/or the Board of Directors of the Association. An assessment shall be a lien on the lot against which it is made, but the lien shall be subordinate to the lien of first mortgage.

- d. Certain Rights of the Association: Without limitation of such other powers and rights as the Association may have the Association shall be deemed a beneficiary, to the same extent as a lot owner of the various covenants set forth within this document, and shall have the right to enforce the covenants to the same extent as a lot owner.

22. ENFORCEMENT. Enforcement to restrain or to recover damages for violation of the covenants may be brought by the Developer or an owner of any lot or having any interest therein, whether acting jointly or severally. The Developer and COOPER RANCH ASSOCIATION shall not be obligated to enforce any covenant or restriction through legal proceedings or otherwise.

23. APPROVAL OF PLANS. For the purpose of further insuring the development of OAKRIDGE AT COOPER RANCH AS AN AREA OF HIGH STANDARDS, THE Developer reserves the power to control the buildings, structures and other improvements placed on each lot, as well as to make such exceptions to these covenants as the Developer shall deem necessary and proper.

24. REMEDIES. If any person shall violate or attempt to violate any of the covenants, conditions, or restrictions herein, any person owning any real property in OAKRIDGE AT COOPER RANCH shall have standing to prosecute and proceedings at law or in equity against the person violating the same to prevent the violation or to recover damages for such violation. In any action brought by the Developer to enforce any provision hereof, the Developer, if the prevailing party, shall be entitled to an award of attorney's fees to be taxed as costs.

25. NO WAIVER. The failure of the grantor, or any successor in title, to enforce any given restriction or covenant, or condition at any time, shall not be deemed to be a waiver or relinquishment of any right, or remedy, nor a modification of these restrictions and protective covenants.

26. SEVERABILITY. Invalidation of any one of these covenants, restrictions, or conditions shall not affect any of the other provisions, which shall remain in full force and effect.

27. BINDING EFFECT AMENDMENTS. These covenants, conditions, and restrictions are to run with the 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 of OAKRIDGE AT COOPER RANCH, which amendment shall be effective upon recording in the records of the Rogers County Clerk. The Developer reserves the right in its sole discretion and without joinder of any owner at any time to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged and filed in the office of the County Clerk of Rogers County, Oklahoma.

IN WITNESS WHEREOF, Kourtis Properties Cooper Ranch LLC, being the sole owner of OAKRIDGE AT COOPER RANCH platted hereon, hereby approves the foregoing deed of dedication, conditions and covenants this 7th day of June 1999.

Pete Kourtis, Member-Manager
KOURTIS PROPERTIES COOPER RANCH LLC.