

**DECLARATION OF BYLAWS, CONDITIONS,  
RESTRICTIONS AND PROTECTIVE COVENANTS  
OF  
KATIE RIDGE HOMEOWNERS ASSOCIATION  
(All Sections)**

This document will be in addition to four (4) previous declarations of establishment of property Owners Association of Katie Ridge Addition to Moore, OK. These documents were previously filed in Cleveland County records in the following locations:

Book 3534 Page 937, Book 3657 Page 1347, Book 3819 Page 75, and Book 3892 Page 666

When the previous documents are in conflict with this document, this document is always used as the prevailing document except where Oklahoma Law does not permit this document to prevail.

Also, the protective covenants listed herein, will replace the protective covenants previously filed in Cleveland County on January 10<sup>th</sup>, 2003 in Book 3534 Page 930-936.

## Table of Contents

- Section 1 - Name, Membership, Fiscal Year, Conflicts, and Amendment (page 1)
- Section 2 - Association: Meetings, Quorum, Voting, Proxies (page 2)
- Section 3 - Board of Directors: Number, Powers, Meetings (page 4)
- Section 4 - Assessments
- Section 5 - Architectural Standards
- Section 6 - Insurance and Casualty Losses
- Section 7 - Easements
- Section 8 - Maintenance
- Section 9 - Protective Covenants
- Section 10 - Fines: Finable Situations and Amounts

## **Section 1 - Name, Membership, Fiscal Year, Conflicts, and Amendment**

### **A. Name**

The name of the Association shall be Katie Ridge Homeowners Association (the "Association"). The neighborhood of Katie Ridge shall be named ("community") herein.

### **B. Membership**

Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to bylaws, protective covenants and assessments.

### **C. Fiscal Year**

The fiscal year of the Association shall be the calendar year unless a resolution of the board to change the fiscal year to dates other than the calendar year.

### **D. Conflicts**

If there are conflicts or inconsistencies between the provisions of Oklahoma law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of Oklahoma law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

### **E. Notice to Association**

Each Lot Owner is responsible for notifying the Board of Directors of changes to mailing address or other contact information. Also, each Lot Owner is responsible for notifying the Board of Directors when they are either moving into / out of a dwelling.

### **F. Amendment**

This Declaration may be amended at any time and from time to time by Board of Directors if:

- (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith;
- (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration;
- (c) if such amendment is 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 such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or
- (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to guarantee or insure Mortgage loans on the Lots subject to this Declaration;
- (e) if such amendment is necessary to bring the bylaws or covenants up to date due to changes in materials, procedures or not otherwise mentioned.

Provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing. Further, any such amendment shall not materially adversely affect the substantive rights of any Lot Owner hereunder, nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner. In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of Owners of at least three-fourths (3/4) or seventy-five percent (75%) of the Lots. Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein.

The Association or Board of Directors, hereby reserves, and is herewith granted the right and power to record a Special Amendment to the Declaration at any time from time to time, which amends this Declaration (1) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, The Federal Home Loan Mortgage

Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/ or (2) to induce any of such agencies or entities to make, purchase, furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the such parties to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power of the such parties to make, execute and record such Special Amendments. No Special Amendment make by such parties shall affect or impair the lien of any first mortgage upon a lot or any warranties made by an Owner to a first mortgagee in order to induce any of the above agencies or entities to make, purchase, insure or guarantee the first mortgage on such Owner's lot.

## **Section 2 - Association: Meetings, Quorum, Voting, Proxies**

### **A. Place of Meetings**

Meetings of the Association shall be held at such suitable place convenient to the members as may be designated by the Board of Directors, either in the Community or as convenient thereto as possible and practical.

### **B. Annual Meetings**

Annual meetings shall be set by the Board so as to occur no later than sixty (60) days after the close of the Association's fiscal year. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday (excluding Saturday and Sunday).

### **C. Semi-Annual Meetings**

Semi Annual meetings will be held approximately six (6) months after the Annual Meeting.

### **D. Special Meetings (strictly to vote on one specific issue)**

The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a Majority of the Board of Directors or upon a petition signed by at least ten percent (10%) of the Total Association Vote. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice.

### **E. Notice of Meetings**

It shall be the duty of the Secretary to mail or cause to be delivered to the Owner of record of each Lot a notice of each annual, semi-annual, or special meeting of the Association stating the purpose of the special meeting, as well as the time and place where it is to be held. If an Owner wishes notice to be given at an address other than his or her Lot, he or she shall have designated by notice in writing to the Secretary such other address. The mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than fourteen (14) nor more than thirty (30) days before a meeting.

### **F. Adjournment of Meetings**

If any meetings of the Association cannot be held because a quorum is not present, a majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

**G. Voting**

The voting rights of the members shall be that each member shall be allowed one (1) vote for all annual, semi-annual, and special meetings in which a matter is to be voted. In order to vote, the member has to be deemed eligible. To be considered eligible, a member MUST have all dues and assessments paid in full and not be currently in violation of any bylaw or covenant or other listed herein. In the event a member is in violation of a bylaw or covenant, a written request can be made by member to board prior to meeting, which will allow temporary eligibility to vote at the said meeting if approved by board. No temporary eligibility will be offered for members that do not have all dues paid in full, unless engaged in a payment plan or other arrangements are made with the board.

**H. Proxies**

At all meetings of members, each eligible member may vote in person or by proxy. All proxies shall be in writing, dated, and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her Lot, or by actual attendance of member at meeting.

**I. Quorum**

The presence, in person or by proxy, of twenty-five percent (25%) of the eligible total voting Association vote shall constitute a quorum at all meetings of the Association. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. The presence in person of four (4) Directors at a "Board of Directors meeting" shall constitute quorum. If the required quorum is not present, another meeting may be called and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Any subsequent meeting shall be held within thirty (30) days following the preceding meeting.

**J. Action Without A Formal Meeting**

Any action to be taken at a meeting of the members may be taken without a meeting if one or more consents, in writing, setting forth the action so taken, shall be signed by members holding the voting power required to pass such action at a meeting held on the date that the last consent is executed. Such action shall be effective upon receipt by the Association of a sufficient number of such consents executed by current members unless a later effective date is specified therein. Each signed consent shall be delivered to the Association and shall be included in the minutes of meetings of members filed in the permanent records of the Association.

**K. Action By Written Ballot**

Any action to be taken at any annual, regular or special meeting of members may be taken without a meeting, by written ballot as provided herein. The Association shall provide a written ballot to each member entitled to vote on the matter. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot of an action shall only be valid when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize such action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirements; state the percentage of approvals necessary to approve each matter (other than election of Directors); and specify the time by which a ballot must be received by the Association in order to be counted. The results of each action by written ballot shall be certified by the Secretary and shall be included in the minutes of meetings of members filed in the permanent records of the Association.

**Section 3 - Board of Directors: Number, Powers, Meetings**

**A. Governing Body: Composition**

The affairs of the Association shall be governed by a Board of Directors. Directors must reside in the Community and shall be members or spouses of such members or a mortgage holder; provided, however, only one member of a household may serve on the Board at the same time.

**B. Number of Directors**

The Board shall consist of seven (7) members; a President, Vice-President, Secretary, Treasurer, and three (3) Members-at-Large.

**C. Duties of the Board of Directors**

The Board of Directors and Officers of the Board shall have the following responsibilities and duties:

1. Carry out all action(s) taken by the Association,
2. Collect and assess (dues and fines), whether annual or special,
3. Administer funds for maintenance items, social activities, etc,
4. Provide financial reports to the Association as to the state of the Association treasury.
5. Management of common area maintenance
6. Enforcement of covenants and bylaws
7. File liens against Association members with delinquent accounts
8. Administer social functions and programs
9. Escalation of neighborhood issues to the proper authority
10. Management of all construction activities pertaining to common areas (including bid letting and selection)
11. Appoint architectural control committee and other committees as necessary
12. Call meetings of the Association
13. Other duties and responsibilities granted by the Association

**D. Roles of Directors**

President:

- Shall serve as the official voice of the Association and the Board of Directors
- Call all Board meetings
- Officially responsible for collection of all assessments, whether annual or special
- Officially responsible for filing all liens against Lot Owners with delinquent accounts
- Conduct all Association and Board of Directors meetings
- Shall have joint signature with Treasurer on all Association financial accounts

Vice-President:

- Shall assume the duties and responsibilities of the President if the President is not present, or if the office of President is vacated
- Shall work with the President and assist in all responsibilities outlined above

Secretary:

- Shall record minutes of each meeting
- Shall be responsible for coordinating all correspondence of the Association and Board of Directors including meeting notification, official letters to authorities, etc.

Treasurer:

- Shall create and maintain all financial accounts of the Association
- Shall report the status of the treasury to Association and Board of Directors
- Shall have joint signature with the President on all Association financial accounts

Members-at-large:

- Shall be present at all Association meetings, and if requested by president, at board meetings

- Shall be appointed to fill in positions left vacated prematurely at an interim basis and if desires to fill that position, will be voted on at next Association meeting
  - Shall act as representative of Lot Owners at Board of Directors meetings
- E. Nomination of Directors**  
Elected Directors shall be nominated from the floor at annual Association meeting. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes. Nomination and voting occurs at the same Association meeting.
- F. Election and Term of Office**  
Member elected Directors shall be elected and hold office as follows: At annual meetings of the membership, Directors shall be elected. All eligible members of the Association shall vote on all Directors to be elected, and the candidate(s) receiving the most votes shall be elected. The term of each director shall be fixed at one (1) year. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association. Directors can serve unlimited number of terms as long as voting occurs annually, unless board of directors or association membership sets forth amendment otherwise.
- G. Removal of Directors**  
At any regular or special meeting of the Association duly called, any one (1) or more of the members of the Board of Directors may be removed, with or without cause, by a Majority of the Total Association Vote and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed by the members shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than twenty (20) days may be removed by a majority vote of the Directors at a board meeting.
- H. Resignation**  
Any board member may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein and the acceptance of such resignation shall not be necessary to make it effective.
- I. Vacancies**  
Vacancies in the Board of Directors caused by any reason, excluding the removal of a Director by vote of the Association, shall be filled by a vote of the majority of the remaining Directors at any meeting of the Board of Directors. Each Person so selected shall serve the unexpired portion of the term.
- J. Committees**  
Committees to perform such tasks and to serve for such periods as may be designated by the Board are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

### **Finances**

- K. Open Book Accounting**  
All books and records are open to the Association and may be viewed by appointment with the President or Treasurer.
- L. Payable Signatures**  
Checks or other withdraws can be made only by the President or Treasurer, unless otherwise approved by the President or Treasurer or by a majority vote of the Board of Directors. No Director can sign a check to themselves. If a check to be written to any payee exceeds five

hundred dollars and no cents (\$500.00), then the Treasurer may sign the check only with one other Directors written or verbal approval. If a check to be written to any payee exceeds two thousand five hundred dollars and no cents (\$2,500.00), then the Treasurer may sign the check only with the majority of Directors written approval.

### **Meetings**

#### **M. Organization Meetings**

The first meeting of the members of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

#### **N. Regular Meetings**

Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a Majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the regular schedule shall constitute sufficient notice of such meetings.

#### **O. Special Meetings**

Special meetings of the Board of Directors shall be held when requested by the President, Vice President or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication; (d) by e-mail. All such notices shall be given or sent to the Director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least seven (7) days before the time set for the meeting.

#### **P. Quorum of Board of Directors**

At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a Majority of the required quorum for that meeting. If any meeting cannot be held because a quorum is not present, a Majority of the Directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time that the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

#### **Q. Compensation**

No Director shall receive any compensation from the Association for acting as such unless approved by a majority 51% (fifty-one percent) of the Total Association Vote.

#### **R. Open Meetings**

All meetings of the Board shall be open to all members, but members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by the Board. Membership will not be notified of board meetings except via e-mail and at president's discretion, and not less than five (5) nor more than thirty (30) days from time of meeting.

#### **S. Executive Session**

The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.



**T. Action Without A Formal Meeting**

Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

**U. Telephonic/Electronic Participation**

One (1) or more Directors may participate in and vote during any regular or special meeting of the Board by telephone conference call or similar communication equipment by means of which all Directors participating in the meeting can hear each other at the same time, and those Directors so participating shall be present at such meeting. Any such meeting at which a quorum participates shall constitute a regular meeting of the Board.

**Powers and Duties**

**V. Powers**

The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs arise, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

1. Preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the common expenses;
2. Making assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment;
3. Providing for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association;
4. Designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;
5. Collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;
6. Making and amending use restrictions and rules and regulations;
7. Opening of bank accounts on behalf of the Association and designating the signatories required;
8. Enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bring any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
9. Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;
10. Paying the cost of all services rendered to the Association or its members which are not directly chargeable to Owners;
11. Keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses and any other expenses incurred; and
12. Contracting with any Person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts, condominiums, or other Associations.

#### **W. Management Agent/Lawyer**

The Board of Directors may employ for the Association a professional management agent or lawyer at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The term of any management agreement shall not exceed one (1) year and shall be subject to termination by either party, without cause and without penalty, upon ninety (90) days written notice.

#### **X. Fining Procedure**

The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

1. Demand- written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying: the alleged violation, the action required to abate the violation, and a time period, not less than five (5) days, which the violation may be abated without further sanction. The Board may demand immediate abatement in such circumstances which, in the Board's determination, pose a danger to safety or property.
2. Notice- Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board may, upon notice, impose a fine. The notice shall state: the nature of the alleged violation; that the alleged violator may, within three (3) days from the date of the notice, request a hearing regarding the fine; that any statements, evidence, and witnesses may be produced by the alleged violator at the hearing; and that all rights to have the fine reconsidered are waived if a hearing is not requested within three (3) days of the date of the notice.
3. Hearing- If a hearing is requested, it shall be held before the Board in executive session, and the alleged violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing.

### **Section 4 – Assessments**

#### **A. Purpose of Assessment**

The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, welfare, common benefit, and enjoyment of the Owners and Occupants of Lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

#### **B. Creation of the Lien and Personal Obligation for Assessments**

Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) Special assessments, such assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration. All such assessments, together with late charges and interest (not to exceed eighteen percent (18%) per annum), costs, and reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the assessment fell due. Each Owner shall be personally liable for his or her portion of each assessment coming due while he or she is the Owner of a Lot, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first

Mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure. The Association shall, within ten (10) days after receiving a written request therefore and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of issuance. Assessments shall be paid at a uniform rate per Lot in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice, of the annual assessment for delinquents. Unless otherwise provided by the Board, the assessment shall be paid in annual installments. The monthly costs of operating the Association may fluctuate dramatically during each budget year. Therefore, the Board is not required to prorate the annual assessment obligation of any Owner who has not lived in the Community for a full year.

**C. Computation**

It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which may include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the budget and the assessment to be levied against each Lot for the following year and to be delivered at annual meeting. The assessment shall become effective unless disapproved at a meeting by 75% of the Total Association Vote. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

**D. Assessment Amount and Due Date**

During the calendar year of 2008, the assessment amount will be One Hundred Twenty Dollars (\$120.00) per lot. Such yearly assessments shall continue to take place for successive calendar or fiscal years unless assessments are changed. The Board of Directors shall have the right to increase and decrease any upcoming assessments by not more than ten percent (10%) without a vote of the members. If the same is increased or decreased more than ten percent (10%) it must be approved by at least a majority of the Lot Owners with voting eligibility.

**E. Specific Assessments**

The Board shall have the power to specifically assess pursuant to this Section as, in its discretion, it shall deem appropriate. Fines levied pursuant herein and the costs of maintenance performed by the Association which the Owner is responsible for under this declaration shall be specific assessments.

**F. Special Assessments**

In addition to the other assessments authorized herein, the Association may levy special assessments any year. As long as the total amount of special assessments allocable to each Lot does not exceed one Hundred Dollars (\$100.00) in any one fiscal year, the Board may impose the special assessment. Any special assessment which would cause the amount of special assessments allocable to any Lot to exceed this limitation shall be effective only if approved by a Majority (51%) of the Total Association Vote. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

**G. Lien for Assessments.** All sums assessed against any Lot pursuant to this Declaration, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens of ad valorem taxes, or (b)

liens for all sums unpaid on a first Mortgage, or (c) liens for all sums on any Mortgage to developer duly recorded in the land records of the county where the Community is located and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument. All other Persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

**H. Effect of Nonpayment of Assessments: Remedies of the Association**

Any assessments or installments which are not paid when due, shall be considered delinquent. Any assessment or installments thereof delinquent for a period of more than ten (10) days shall incur a late charge in such amount as the Board may from time to time determine. The Association shall cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien, as herein provided, shall attach and, in addition, the lien shall include the late charge, interest, not to exceed the maximum rate permitted by law or eighteen percent (18%) per annum, on the principal amount due, and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same. No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner. All payments shall be applied first to costs and attorney's fees, then to late charges, then interest and then to delinquent assessments.

**Section 5 - Architectural Standards**

No exterior construction, alteration, addition, or erection of any nature whatsoever (including, without limitation, fences, pools, tennis courts, exterior lighting, tree houses and play equipment) shall be commenced or placed upon any part of the Community, unless is approved in accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection, or alteration shall be made unless and until the plans and specifications showing the nature, kind, shape, height, materials, and location shall have been submitted in writing to and approved by the Board. The Board may promulgate written guidelines for the exercise of this review. The Board shall be the sole arbitrator of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. In the event the Board fails to approve or to disapprove such design and location within sixty (60) days after

the plans and specifications have been submitted to it, approval will not be required, and this Section will be deemed to have been fully complied with. All activities commenced pursuant to plans which have been deemed approved shall be consistent with such plans. As a condition of approval under this Section, each Owner, on behalf of such Owner and such Owner's successors-in-interest shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion of the Board, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors-in-interest.

PLANS AND SPECIFICATIONS ARE NOT APPROVED FOR ENGINEERING OR STRUCTURAL DESIGN OR QUALITY OF MATERIALS AND BY APPROVING SUCH PLANS AND SPECIFICATIONS NEITHER THE BOARD, NOR THE ASSOCIATION ASSUMES LIABILITY OR RESPONSIBILITY THEREFOR, NOR FOR ANY DEFECT IN ANY STRUCTURE CONSTRUCTED FROM SUCH PLANS AND SPECIFICATIONS. NEITHER THE ASSOCIATION, THE BOARD, NOR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS OF ANY OF THEM SHALL BE LIABLE IN DAMAGES TO ANYONE SUBMITTING PLANS AND SPECIFICATIONS TO ANY OF THEM FOR APPROVAL, OR TO ANY OWNER OF PROPERTY AFFECTED BY THESE RESTRICTIONS BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS. EVERY PERSON WHO SUBMITS PLANS OR SPECIFICATIONS AND EVERY OWNER AGREES THAT SUCH PERSON OR OWNER WILL NOT BRING ANY ACTION OR SUIT AGAINST THE ASSOCIATION, THE BOARD, THE BOARD'S DESIGNEE, OR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS OF ANY OF THEM TO RECOVER ANY DAMAGES AND HEREBY RELEASES, REMISES, QUITCLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY JUDGMENT, NEGLIGENCE, OR NONFEASANCE AND HEREBY WAIVES THE PROVISIONS OF ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS, AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

## **Section 6 - Insurance and Casualty Losses**

### **A. Insurance**

The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements located on the Common Property or required to be maintained by the Association herein. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts. If available at reasonable cost, as determined in the sole discretion of the Board, the Board shall obtain a Public Liability Policy applicable to the Common Property insuring the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents. The Public Liability Policy shall have a combined single limit of at least One Million Dollars (\$1,000,000.00). If available at reasonable cost, as determined in the sole discretion of the Board, the Board shall also obtain Directors' and Officers' liability insurance. Premiums for all insurance shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as trustee, for the respective benefitted parties, as further identified in subparagraph (b), below. Such insurance shall be governed by the provisions hereinafter set forth: (a) All policies shall be written with a company

authorized to do business in Oklahoma. (b) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto. (c) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their Mortgagees, and the insurance carried by the Association shall be primary. (d) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by one or more qualified persons. (e) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following: (i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners and their respective tenants, servants, agents, and guests; (ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash; (iii) that no policy may be cancelled, subjected to nonrenewal, invalidated, or suspended on account of any one or more individual Owners; (iv) that no policy may be cancelled, subjected to nonrenewal, invalidated, or suspended on account of any defect or the conduct of any Director, Officer, or Employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner or Mortgagee; (v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and (vi) that no policy may be cancelled, subjected to nonrenewal, or substantially modified without at least ten (10) days' prior written notice to the Association. In addition to other insurance coverage required by this Section, the Board shall obtain workers' compensation insurance, if and to the extent necessary to satisfy the requirements of applicable law, and, if available at reasonable cost, as determined in the sole discretion of the Board, a fidelity bond or employees dishonesty coverage covering Directors, Officers, Employees, and other Persons handling or responsible for the Association's funds. The amount of fidelity or employees dishonesty coverage, if obtained, shall be determined in the Directors' best business judgment. Such coverage, if obtained, shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation and shall not be subject to cancellation, nonrenewal or substantial modification without at least ten (10) days' prior written notice to the Association. The Association shall also obtain construction code endorsements, steam boiler coverage, and flood insurance, if and to the extent necessary to satisfy the requirements of The Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association, the U.S. Department of Veterans Affairs ("VA") or the U.S. Department of Housing and Urban Development ("HUD").

**B. Damage and Destruction -- Common Property.**

In General, immediately after the damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty allowing for any changes or improvements necessary to comply with applicable building codes.

**C. Repair and Reconstruction**

Any damage or destruction to property required to be covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least seventy-five percent (75%) of the total Association Vote otherwise agree. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's Members, levy a special assessment against all Owners in proportion to the number of Lots owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association. In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Community by the Association in a neat and attractive condition.

**D. Damage and Destruction – Lots**

The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within seventy-five (75) days after such damage or destruction or, where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris there from within seventy-five (75) days after such damage or destruction.

**E. Insurance Deductible**

The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the Persons who are responsible hereunder, or under any declaration or contract requiring the Association to obtain such insurance, for maintenance of the damaged or destroyed property.

**Section 7 - Easements**

**A. Easements for Encroachment and Overhang**

There shall be reciprocal appurtenant easements for encroachment and overhang as between each Lot and such portion or portions of the Common Property adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Property or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, tenant, or the Association.

**B. Easements for Maintenance and Repair**

There shall be reciprocal appurtenant easements between adjacent Lots for the purpose of maintaining or repairing the improvements, including, without limitation, landscaping located on each Lot which easement shall extend to a distance of not more than five (5) feet as measured from any point on the common boundary between the Lots and along a line perpendicular to such boundary at such point. The easement shall be used only for such period of time as is reasonably necessary in order to complete the needed maintenance or repair. The Lot Owner exercising this easement right shall be liable for the prompt repair of any damage to the Lot over which this easement is exercised which is caused by the maintenance or repair work. The damaged portions of such Lot shall be restored to substantially the same condition as existed prior to the damage.

**C. Easement for Entry**

The Board shall have the right, but shall not be obligated, to enter upon any property within the Community for emergency, security, and safety reasons, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. This right of entry shall include the right of the Board to enter to cure any condition which may increase the possibility of a fire, slope erosion, or other hazard in the event an Owner or Occupant fails or refuses to cure the condition upon request by the Board.

**D. Easements for Entry Features, Street Signs, Street Lights**

There is hereby reserved to the Association an easement over and upon each Lot for ingress, egress, installation, construction, landscaping and maintenance of entry features and Street signs for the Community. The easement and right here in reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around all entry features and the right to grade the land under and around the entry features. This easement also includes the right for the Association to vote to install additional street lights and installation of such lights will be reasonably granted by Homeowner unless reason or cause not to install is presented to Board of Directors within ten (10) days of notice of installation.

**Section 8 – Maintenance**

**A. Association’s Responsibility**

The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Property. The Association shall also maintain all entry features for the Community and street signs originally installed by the Developer, if any; all drainage detention and retention areas which were originally maintained by the Developer, to the extent such areas are not maintained on an ongoing basis by a local governmental entity; and there is hereby reserved to the Association a blanket easement upon, across, over, and under all property within the Community for access, ingress, and egress as necessary to permit the Association to perform such maintenance. The Association shall also maintain all property outside of Lots located within the Community which was originally maintained by Developer. In addition, the Association shall have the right, but not the obligation, to maintain property not owned by the Association where the Board has determined that such maintenance would benefit all Owners. The foregoing maintenance shall be performed consistent with the community-wide standard.

**B. Owner’s Responsibility**

All maintenance of the Lot and all structures, parking areas, landscaping, and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain



such Lot in a manner consistent with the community-wide standard and this Declaration. If the Board of Directors of the Association determines that (a) any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair, or replacement of items for which such Owner is responsible hereunder; or (b) that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the family, guests, lessees, or invitees of any Owner, and is not covered or paid for by insurance, in whole or in part, then the Association may perform the repair, replacement or maintenance and shall, except in the event of an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) days within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time, set forth by the Board of Directors. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at such Owner's sole cost and expense, and all costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot.

#### **Section 9 – Protective Covenants**

For the purpose of providing an orderly development of the entire tract above described, and for the further purpose of providing adequate restrictive covenants for the mutual benefits of said parties and their successors in title to such subdivision, they hereby impose the following restrictions, covenants and reservations, to which it shall be incumbent upon successors in title to adhere. This Article sets out certain use restrictions which must be complied with by all Owners and Occupants. These restrictions may be amended only in the manner provide herein, regarding amendment of this Declaration. The Board of Directors may, from time to time, without consent of the members, promulgate, modify, or delete restrictions and rules and regulations applicable to the Lots and the Common Property. This authority shall include, but shall not be limited to, the right to limit the type and size and to set the maximum and minimum speeds of vehicles within the Community. The Board shall also have the authority to impose all other necessary traffic and parking regulations and to restrict the maximum noise levels of vehicles in the Community. Such regulations and use restrictions shall be distributed to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, cancelled, or modified in a regular or special meeting by a majority of the eligible Total Association Vote. Invalidation of any one of these covenants by judgment or Court order shall in no way affect any of the other provisions herein, which shall remain in full force and effect.

##### **1) Use of Lots**

All Lots shall be used for single-family residential purposes exclusively. No business or business activity shall be carried on or upon any Lot at any time except with the prior written approval of the Board. Leasing of a Lot shall not be considered a business or business activity. All single-family attached dwellings not to exceed two (2) stories in height, and must contain at least two (2) car attached garage.

##### **2) Subdivision of Lot**

No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board, however, hereby expressly reserves the right to re-plat any Lot(s) or other property in

the Community. Any such re-platting shall not be in violation of the applicable subdivision and zoning regulations.

**3) Detached Structures**

No detached structure shall be placed, erected, allowed, or maintained upon any Lot without the prior written consent of the Board. All detached structures must be consistent in design materials and color with the dwelling on the Lot and be ruled according the section herein "Architectural Standards". If the detached structure is less than ten (10) sq. ft. in size and is not viewable from the street or other public property, then approval is not needed, but Architectural Standards must be conformed to. Any detached structure must have a shingled roof (see covenant #37 Roofing) and must be made of similar materials to the dwelling on the lot.

**4) Size**

The ground floor area of the main structure, exclusive of covered and opened porches and garage, on all Lots, within such subdivision shall not be less than 1400 square feet, for a one story dwelling, or less than 1400 square feet on the ground floor for a dwelling of more than one story.

**5) Residing in Structures**

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.

**6) Residence Qualifications**

All residences shall be of new construction, and no residence (new or used) may be moved from another area into the subdivision. Mobile homes of any kind, shall not be allowed to be placed or parked, either permanently or temporarily on any lot.

**7) Lot Line**

No building shall be located on any Lot nearer to the front Lot Line, or nearer to any side street line than the minimum building set back line shown on the recorded plat. In any event, no building shall be located on any residential plot nearer than 25 ft. to the front, 5 ft. to a side Lot Line, and 20 ft. to a side street line. In addition, the rear minimum residential building set back line shall be 10 ft. If these footages conflict with the recorded plat map, the recorded plat map shall control.

**8) Signs**

No sign of any kind shall be erected by an Owner or Occupant within the Community without the written consent of the Board except: (a) such signs as may be required by legal proceedings; (b) not more than one (1) "For Sale" sign consistent with the Community-Wide Standard, having a maximum area of four (4) square feet and only placed on the lot owners property; The Board shall have the right to erect any reasonable and appropriate signs. Garage sale signs must not be erected more than twenty-four (24) hours before the start of the sale and must be removed the final night of the sale. Any signs placed at the entrance or any other area, may be removed by the Board and a fine may be imposed if a violation has occurred. Any holiday decorations must not be installed before November 15th and must be taken down no later than January 15th. One (1) additional sign may be placed with written approval of the board, so long as the sign is not a solicitation of services (ie. Pancake breakfast, school bake sale, lawn care or fertilization). Signs that would be allowed would be political signs, for a period of thirty (30) days before an election, or support of sports teams in which members of the household participate. All signs, except for sale signs, shall be approved by the board and shall not be larger than two (2) sq. ft. Also, no signage of any type shall be placed on another lot owner's property or at public common areas.

**9) Vehicles**

Vehicles shall not be parked on any street within the Community, except when having friends or family over to residence for a period not to exceed twenty-four (24) hours. Vehicles parked in street shall be parked only in front of member's property and not any other lot owner's property. Vehicles shall not be parked on the Common Property or on any portion of a Lot other than the

driveway and the garage. Vehicles shall not be parked so as to be visible from any Lot for periods of more than twenty-four (24) continuous hours. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, mini-bikes, scooters, go-carts, trucks, campers, buses, vans and automobiles. Further, no truck, automobile, pickup truck, bus, commercial vehicle, boat or recreational vehicle of any kind shall be allowed to remain on any street adjacent to such lot for a period exceeding twenty-four (24) hours at a time. It is the intent of this requirement that the Owners and occupants of residential buildings in the subdivision shall not use the property upon which they reside or streets adjacent thereto, for the storage or habitual parking of any such prohibited motor vehicle. Parking in driveway to the extent the vehicle blocks the sidewalk is not permitted. This is also a City of Moore code. When available, pull vehicle forward as to not block the sidewalk. This is a courtesy to our neighbors to be able to use the sidewalks for bikes and walking, as a much safer alternative than the streets.

**10) Habitual parking**

Habitual parking is defined as parking in the street or other non-permissible area on a repeated basis. Said parking is permissible if driveway is inaccessible to parking but driveways should be primary parking facility.

**11) Storage**

Driveways shall not be used for storage for such items as recreational vehicles, boats, trailers, campers, lumber, etc. For this purpose, automobile or truck storage is defined as being parked for more than twenty-four (24) hours continuously. Vehicles are considered stored until moved off the premises, out of the neighborhood, for a period of no less than four (4) hours. Furthermore, such items, including vehicles of any kind, if stored on the premises, shall be done inside a storage building or placed behind a fence so as not to be seen from any portion of this subdivision other than the lot on which it is parked. In addition, any storage of such items shall be on a concrete or asphalt surface.

**12) Leasing**

Residences may be leased for residential purposes only. In the event a residence is leased, the Lot Owner is responsible for contacting the Board of Directors with a forwarding address so that correspondence may be mailed to other address. It is the intent of this covenant to keep all Lot Owners informed of Association information and notices.

**13) Occupants Bound**

All provisions of the Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants of any Lot even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be levied against the Owner. Notice of Violation and fine (if applicable) will be delivered to owner on record with the county.

**14) Animals and Pets**

No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number, as determined by the Board, provided, those pets which are permitted to roam free, or, in the sole discretion of the Board, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the Owner of any property located adjacent to the Community may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Lot be confined on a leash. If occupants' pets go to the bathroom on another lot, the pet's owner shall remove the solid waste at that time, in other words "Scoop the Poop". Without prejudice to the Board's right to remove any such household pets, no household

pet that has caused damage or injury may be walked in the Community. All occupants are to follow the City of Moore code requiring pets to be quiet or not be a nuisance between the hours dictated by the City code, or 10pm-7am.

**15) Nuisance**

It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property adjacent to the Lot. There shall not be any plants, animals, device, or thing 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 Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law. If a security camera is used, it shall monitor the Lot Owners property only and not invade the privacy of other Lot Owners, thus becoming a nuisance. This covenant includes paint, blinds, fences, lawns and landscaping, vehicles, residences, pavements, etc not otherwise detailed herein.

**16) Unsightly or Unkempt Conditions**

The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community, except behind a fence or garage. In the event of a repair to a vehicle that needs to be done in a driveway or other part of community, repair must not take more than twenty-four (24) hours. If repair is anticipated to take longer, approval of board is required to avoid fines.

**17) Antennas**

Any antenna placed on a residence shall be located so as not to be seen from the front of the property. In addition, any antenna, including satellite antennas, placed on the property, shall be located to the rear of the residence, and shall not be visible from the front of the property, unless a satellite antenna must be placed on the side or front of the house in order to receive reception, the same of which shall not exceed 2 ft. in diameter.

**18) Basketball Goals**

Basketball goals which may be installed after the type and location have been previously approved in writing by the Board. Any basketball goals SHALL NOT BLOCK USE OF SIDEWALKS. If a temporary basketball goal is used, after use, basketball goal and all devices associated with the basketball goal shall be stored to the side of the house, backyard, or garage as to not be a nuisance. Use of basketball goals in the streets or other common areas is not permitted.

**19) Lawns and Gardens, Maintenance**

All Lot Owners shall continuously maintain landscaping with respect to each of their lots, such as mowing of lawn, planting and maintaining of shrubs and trees. Grass, ornamental plants and shrubbery (and only the foregoing) may be planted in the front, back, or side yard of any Lot. Over seeding of fescue lawns and sodding of lawns with Bermuda or zoysia grasses shall not require prior approval pursuant to this Section. No vegetable garden, hammocks, statuary (except bird baths and fountains), or recreational equipment may be placed, erected, allowed or maintained

upon the front or side of any Lot without the prior written consent of the Board. All shrubbery shall be maintained as to not provide an unattractive or unsightly appearance. Lawn maintenance shall be required as needed, and not to let the lawn exceed six (6) inches of height of grass or weeds. All walks and drives must be edged as to provide for clean appearance. All walks and drives must be blown/swept as to not leave large amounts of grass on the sidewalks or driveways. Grass may be blown/swept into street but not to leave large amounts of grass in street and not provide an unsightly or unattractive appearance. Any Lot Owner **NOT** participating in maintenance as provided herein, may be subject to fines and/or the Association hiring a contractor to provide maintenance at property as outlined under section herein, "Maintenance". A lawn maintenance violation shall only require five (5) days of notice before Board of Directors may contract for the maintenance to be provided. All costs associated with this service shall serve as an additional assessment to the property. Any property Owner can and should let the Board of Directors know of extended absence or medical concerns as to prevent such measure; however, Lot Owner should make proper arrangements to maintain the lot as described in the event of extended absence or medical concerns.

**20) Tree Removal**

No trees shall be removed without the express consent of the Board except for diseased or dead trees; any tree that is diseased or dead shall be removed within sixty (60) days of notice from the Board. Trees may be removed without consent of the Board of Directors only if two (2) trees still exist in the front of a lot once tree in question is removed.

**21) Lighting**

The following exterior lighting may be installed without the necessity of obtaining the prior approval of the Board: (a) seasonal decorative lights during the Holiday season; (b) illumination of areas other than the front or side yards of a Lot; all other exterior lighting must be submitted and approved hereof. Decorative post lights will not be approved unless they conform to established street lighting. Any lighting exterior or interior shall not spread light onto other Lot without written consent from the Board and the Lot Owner. Holiday lighting must not be installed before November 15th and must be taken down no later than January 15th.

**22) Drainage**

Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant of any Lot may obstruct or re-channel the drainage flows after the location and installation of drainage swales, storm sewers, or storm drains. Each lot owner must maintain and leave in place any drainage ditches on their property, and further, each lot owner with a creek on or adjoining their property must keep such drainage areas open and clear of obstructions. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

**23) Sight Distance at Intersections**

All property located at street intersections shall be landscaped as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain at any corner where this would create a traffic or sight problem.

**24) Clotheslines, Garbage Cans, Woodpiles, Etc**

All clotheslines, garbage cans, woodpiles, and other similar items shall be located or screened so as to be concealed from view of neighboring Lots, streets, and property located adjacent to the Lot. All rubbish, trash, and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon. The storage of trash, ashes, or other refuse except in normal receptacles is prohibited. Garbage Cans must be removed from street by 12:00pm (noon) the day

following pick up and garbage cans may not be set curbside for pickup prior to 12:00pm (noon) the day prior to pickup.

**25) Guns**

The discharge of firearms in the Community is prohibited. The term "firearms" includes "B-B" guns, pellet guns, paintball guns, and small firearms of all types.

**26) Solar Devices**

No artificial or man-made device which is designed or used for collection of or heating by solar energy or other similar purposes shall be placed, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Board. Solar landscape lighting is allowed and this covenant does not apply to it.

**27) Fences**

No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Board. Under no circumstances shall any fence be placed, erected, allowed or maintained on the front portion of any lot within this subdivision between the front lot line and the front building set back line. The Board may issue guidelines detailing acceptable fence styles or specifications, but in no event may a chain link, plastic, or hog wire fence be approved. Any fence to be installed in community must be a wood based product. Metal poles are allowed so long as they are not visible from any point in front of the property. The Lot Owners shall maintain fence which includes missing pickets, broken posts, etc. Painting of fences is prohibited but staining is non-prohibited, as long as reasonable color of stain is used. If stain is colored and not clear, Lot Owner must obtain written consent for color approval. If stain is clear, no approval is needed. As for height, the height must six (6) feet in height on any street facing side and six (6) feet in height along any side fences of property within at least fifteen (15) feet from the street facing side.

**28) Exterior Colors**

The exterior of all improvements, including, without limitation, residences, constructed, erected, allowed, or maintained upon any Lot must be painted or repainted in a color used by original builder in the original construction and marketing of residences within the Community. If a difference in color is to be used, written approval of the board is required before applying to any surface. All colors should harmonize with existing structures within Katie Ridge community at all times.

**29) Exterior Composition**

The principal exterior of any residential structure shall be at least seventy-five percent (75%) masonry exclusive of eaves, fascia, gables, doors, windows, and garage doors, and the balance of the exterior may be of frame, wood, shingles or other material which will blend together with the masonry. Masonry can include rock or stone, so long as 75% of the masonry is brick. Any deviations from the above must be approved in advance by the Board.

**30) Mailboxes**

All mailboxes shall be of the same type and color as that originally installed by the original builder. All mailboxes are to be brick in structure and coordinate wholly with the rest of the neighborhood. If a mailbox is damaged, property Owner has sixty (60) days to repair mailbox to approved condition.

**31) Entry Features and Street Signs**

Owners shall not alter, remove or add improvements to any entry features or street signs constructed by the developer on any Lot, or any part of any easement area associated therewith without the prior written consent of the Board.

**32) Above Ground Pools / Trampolines**

Above ground swimming pools shall not be permitted in the Community, unless behind a fence and not able to be seen from any point on any other lot or the street.

**33) Drilling**

No drilling or puncturing the surface for oil, gas, or other minerals or hydrocarbons on the Property (including any lot or any common area) shall be permitted.

**34) Utility Services**

All utility services to any lot within the subdivision shall be underground. In addition, any window type air conditioners installed shall be kept from view of street.

**35) City Ordinances**

Notwithstanding any provision contained herein, all Owners of any lot within the addition must comply with all Moore, Oklahoma Ordinances relating to this addition.

**36) Prior to Occupancy**

Prior to a residence being occupied the builder or Owner of the property must provide the following: Completely sod any front yard (including side yard if it is a corner lot), which shall also include any bar/ drainage ditch on the front or side portion of any lot; Plant at least one (1) tree in front yard not less than 1.5 inches in caliper Remaining side and rear yards must have their lot leveled and/ or completely seeded for grass.

**37) Roofing**

All roofing (both initial and replacement) shall be composition and be of weathered wood color, or very similar color if weathered wood is not available. In addition, all composition shingles must be of a laminated type and have a thirty (30) year warranty. No three (3) tab composition shingles shall be allowed. Further, all roofs shall be of a 7/12 pitch.

**38) Expiration of Covenants**

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until 1st day of January, 2025, at which time said covenants shall be automatically extended for successive periods of ten years unless an instrument, at any time, signed by the Owners of seventy-five percent (75%) of the lots has been recorded, agreeing to change said covenants in whole or in part. Provided however, in calculating the above vote of lots in modifying or amending these Restrictions, so long as developer owns any lots within the addition, it shall have three (3) votes for each lot it owns for every one (1) vote of all other residents they have for each of their lots. Voting requirements are set herein.

**39) Prosecution**

If the undersigned, its successors or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages for such violation.

**Section 10 – Fines: Finable Situations and Amounts**

THIS SECTION TO BE ADDED LATER AS AN ADDENDUM.

Fining structure must be approved by the majority of members in attendance at a association meeting with quorum present.