

DOC# R2022-37229 BT: RB B: 6486 P: 1214 R  
10/17/2022 04:12:27 PM Pages: 107  
Tammy Belinson - Cleveland County Clerk,  
Fee: \$230.00 n  
Electronically Filed



**FOR THE RECORDER**

**AMENDED AND CONSOLIDATED OWNER'S CERTIFICATES AND DECLARATION  
FOR KATIE RIDGE, A RESIDENTIAL COMMUNITY TO THE CITY OF MOORE,  
CLEVELAND COUNTY, STATE OF OKLAHOMA**

THIS AMENDED AND CONSOLIDATED OWNER'S CERTIFICATES AND DECLARATION is made effective the day of Recording with the Cleveland County Clerk's Office by a sufficient percentage of Owners of Lots within the Katie Ridge residential Addition for the purposes set forth herein.

**WHEREAS**, the undersigned are Owners within the Katie Ridge Addition, the Addition being described within Exhibit "A" attached hereto (the "Addition" or "Property"), and in sufficient percentage to amend the following covenants, conditions, and restrictions, and declaration, and to consolidate the same into this Amended Declaration:

<b>Document Title/Description</b>	<b>Date Filed</b>	<b>Book</b>	<b>Page</b>
Declaration of Establishment of Property Owners Association of Katie Ridge Addition to Moore, Oklahoma	10-Jan-03	3534	937
Owner's Certificate and Reservations - Section 1	10-Jan-03	3534	930
Declaration of Establishment of Property Owners Association of Katie Ridge Addition Section 2 to Moore, Oklahoma	29-Jul-03	3657	1347
Owner's Certificate and Reservations - Section 2	29-Jul-03	3657	1340
Annexation of Katie Ridge Addition Section 3 to Moore, Oklahoma	4-May-04	3819	75
Declaration of Establishment of Property Owners Association of Katie Ridge Addition Section 4 to Moore, Oklahoma	20-Sep-04	3892	666
Owner's Certificate and Reservations - Section 4	20-Sep-04	3892	666

The undersigned intend by this Amended Declaration to amend and consolidate the foregoing instruments as reflected herein. The undersigned execute and adopt this Amended Declaration for the entirety of the real property within the Katie Ridge Addition pursuant to their authority granted and reserved within the foregoing instruments and under Oklahoma law.

**NOW THEREFORE**, the following Amended Declaration 1) is adopted by a sufficient percentage of the Owners; 2) is to run with the land and each Lot within the Addition; 3) is for the protection of the Addition's property values, the health, welfare, and safety of the Owners and Lots and Common Area; 4) is deemed reasonable in both procedure and substance by the undersigned Owners; 5) shall be binding on the Lots and their Owners, their heirs, successors, and those having any right, title, or interest to the Lots, shall run with the Lots, and shall inure to the benefit of each Owner, and 6) may be enforced by the Owners and the Association.

## **ARTICLE I** **DEFINITIONS**

The terms used in the Katie Ridge Governing Documents shall be given their natural, commonly accepted definitions unless otherwise specified.

- 1.1 **"Association"**: Property Owners Association of Katie Ridge Addition Sections 1, 2, 3, and 4 to Moore, Oklahoma, Inc.
- 1.2 **"Annual Assessment"**: Recurring assessments levied on all Lots subject to assessments provided in Section 2.4.
- 1.3 **"Board of Trustees," "Trustees," or "Board"**: The governing body responsible for administration of the Association. Unless otherwise specifically noted, any reference to the Board means the Association Board.
- 1.4 **"Declarant"**: BAM Investments, an Oklahoma General Partnership, or any successor who takes title to any portion to any Lot for the purpose of development and/or sale and who is designated as Declarant in a Recorded instrument executed by the immediately preceding Declarant.
- 1.5 **"Member"**: A Person subject to membership in the Association pursuant to Section 2.3.
- 1.6 **"Mortgage"**: A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Lot. A "Mortgagee" shall refer to a beneficiary or holder of a Mortgage.
- 1.7 **"Owner"**: One or more Persons who hold the record title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a Recorded contract of sale, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner.
- 1.8 **"Person"**: A natural person, a corporation, a partnership, a trustee, a limited liability company, or any other legal entity.
- 1.9 **"Record," "Recording," or "Recorded"**: To file, filing, or filed of record in the official records of the Cleveland County Clerk, Cleveland County, State of Oklahoma. The date of

Recording shall refer to that time at which a document, map, or plat is Recorded.

- 1.10. **"Special Assessment"**: Assessments levied in accordance with Sections 2.4 and 2.13.
- 1.11. **"Specific Assessment"**: Assessments levied against an individual Lot or Owner in accordance with Section 2.14.
- 1.12. **"Lot"**: A portion of Katie Ridge Addition, whether improved or unimproved, which may be independently owned and is intended for development, use, and occupancy for single-family structures and use only as shown on a Plat. The term shall refer to the land, if any, which is part of the Lot as well as any improvements thereon.
- 1.13. **"Plat"**: shall mean and refer to the recorded plats of the Addition for Katie Ridge Section 1, Section 2, Section 3, and Section 4.
- 1.14. **"Governing Documents"**: A collective term referring to this Amended and Consolidated Declaration and any applicable amendments, the By-Laws of the Association, (the "By-Laws"), the Articles of Incorporation of the Association, (the "Articles"), the Use Restrictions and Rules and any design review guidelines, as they may be amended.
- 1.15. **"Community-wide Standard"**: The standard of conduct, maintenance, or other activity generally prevailing throughout the Addition. Such standard shall be established initially by the residential structures constructed within the Addition, and the covenants, conditions, restrictions, and servitudes contained within the Governing Documents, and may be more specifically defined in rules adopted by the Board, resolutions, the Association budget, levels of maintenance and the Association's operation.

## **ARTICLE II**

### **PROPERTY OWNERS ASSOCIATION OF THE KATIE RIDGE ADDITION**

- 2.1 Previous Declarations to the sections of Katie Ridge Addition contained provisions for the "activation," annexation, or consolidation of the various associations created by those declarations into one Association. The "activation" of the Association occurred pursuant to those terms as reflected in the various instruments noted in the foregoing table to this Amended Declaration. The intent expressed by the then Declarant within those instruments "that all of the Katie Ridge Additions shall be part and parcel of one common scheme" and that "they shall all be treated ... as one Association" is consummated, reflected, and incorporated herein.
- 2.2 The areas to be maintained by the Association are any Common Area appearing on a Plat, entryways, landscaping, improvements, or other areas either owned or leased by the Association or maintained by the Association for the benefit of the members (the "Common Area").

- 2.3 Every party who is a record Owner in any Lot within the Katie Ridge Addition shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. Each Lot shall have allocated to it one (1) vote for Association matters, as determined among the Owners of a Lot.
- 2.4 Each Owner, by acceptance of a deed, whether or not it shall be so expressed or has been expressed in such deed, is deemed to covenant and agree to pay the Association annual assessments or charges, special assessments for capital improvements and maintenance of the Common Areas within the Addition, and specific assessments. Such assessments, together with interest, costs, and reasonable attorneys fees shall be charge on the Lot and a continuing lien upon the property against which assessments are made.
- 2.5 The governing body of the Association shall be a Board of Trustees. The Board shall consist of at least three (3) to seven (7) Trustees, each of whom must be an Owner within the Addition and no more than one Trustee may serve at any given time from each household.
- 2.6 All assessments shall run during a fiscal or calendar year, or as otherwise determined by the Trustees and be payable in advance;
- 2.7 Such annual assessments shall continue to take place for successive calendar or fiscal years unless the annual assessment amount is modified. During the calendar year of 2022, the assessment amount will be One Hundred Sixty Five Dollars (\$165 .00) per Lot. Such yearly assessments shall continue to take place for successive calendar or fiscal years unless assessments are changed. The Board of Trustees 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 Members with voting eligibility.
- 2.8 If any entryway fence or improvement is located on any Lot within Sections 1, 3, or 4, or the Association needs to access to or over any neighboring Owners property to repair or maintain the same, the Association shall have an easement for ingress and egress at all times over such parties property at all reasonable times.
- 2.9 Each Trustee shall serve for one (1) year terms or until their successors are elected.
- 2.10. No member of the Board of Trustees shall receive compensation. However, any actual expenses incurred in the performance of such Trustee's duties on behalf of the Association may be reimbursed.
- 2.11. The duties and powers of the Board of Trustees shall be as
  - a To select a bank to act as a depository of the funds of the Association and determine the manner of receiving, depositing and dispersing such funds, with power to change

such banks. Provided, all withdrawals shall require the signature of not less than two (2) members of the Board.

- b To control, maintain, manage and improve the Common Areas and to enforce all covenants contained herein and applicable to the Addition, including the Community-Wide Standard, for assessment and collection, as well as the enforcement of collection thereof against all persons and property liable therefore, as specifically provided herein.
- c To keep a complete record of all its acts and of the proceedings of its meeting, and to present a full statement at the regular meetings of the Association, showing in detail the condition of the affairs of the Association, and to keep a proper membership book showing the name and address of each member of the Association, the number of votes of such member, the date of effective membership, cancellation, transfer, and to keep a record of all assessments, name and address of the person liable thereof, as well as a description of the property against which constitutes a lien and all payments made thereon. Each member shall have the right, at all reasonable times, to examine the books and records of the Association.
- d To receive and deposit all funds of the Association, to be paid out only on checks drawn as herein provided, and account for all receipts, disbursements and balance on hand.
- e To keep a record of the proceedings of any and all meetings of the Board of Trustees.
- f To call special meetings of the Association members when at least two (2) members of the Board of Trustees deem it necessary, and at any time upon the written request of at least seven (7) members of the Association.
- g To hold meetings of the Board of Trustees whenever called the for by a majority of the Trustees. A majority of the Board shall constitute a quorum and the affirmative vote of at least a majority of the Trustees shall be necessary to pass any resolution or authorize any Association act.
- h To call annual meetings of all Association members to elect Trustees, to be held as the Trustees determine, but not less than yearly. Notice of such meeting shall be sent in writing to all members of the Association prior to the time set for such meeting. At the meeting of the members, the presence of members or of proxies entitled to cast votes, twenty-five percent (25%) of such Lots represented shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting, however, shall be held less than thirty (30) days following the preceding meeting. At any such subsequent meeting, the majority of Owners represented, and voting shall have the right to act on any Trustee election or other items brought out at such meeting. However, they shall not have the right to increase fees, or otherwise amend this Declaration without the required number of votes as set forth herein.

1. To replace a member of the Board of Trustees in the event one of its members ceases, for any reason, to continue in their capacity during their term of office. Such selection of a new member must be from a member of the Association and elected at a special meeting by the remaining members of the Board of Trustees.
- 2.12. Any annual and special assessments created hereby shall continue so long as there are Common Areas within the Addition and such Common Areas have not been accepted for maintenance by any governmental authority.
- 2.13. In addition to any annual assessments authorized by the members of the Association, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole and part, the cost of any construction, reconstruction, repair or replacement of the Common Area provided that any such special assessment shall have the assent of two-thirds (2/3) of the votes of the entire membership of the Association in person or by proxy, at a meeting duly called for such purpose.
- 2.14. In addition to other assessments, the Board shall have the power to levy specific assessments ("Specific Assessments") against a particular Owner and Lot to cover costs incurred in bringing a Lot into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of a Lot, their agents, contractors, employees, licensees, invitees, or guests, or pursuant to a schedule of specific assessments/monetary penalties adopted by the Board for violations of the Governing Documents; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing before levying any Specific Assessment under this subsection.
- 2.15. All assessments, rules and regulations assessed or promulgated against the Association members shall be equal for each Lot within the Addition, or other affected property, and shall not be computed on any other factor, irrespective of total Lot area and/or road frontage.
- 2.16. Any assessment not paid within thirty days of the due date shall bear interest from such due date at the rate of eighteen percent ( 18%) per annum. In addition, the Association may file a lien against the respective Lot of the subject Owner, and may bring legal action against the Owner, personally obligated to pay the same and foreclose the lien against the Lot, which shall include all costs and attorney fees. No Owner may waive or otherwise except liability for the ex provided for herein by non-use or abandonment of their Lot or non-use of the Common Area.

### **Article III**

#### **OWNER'S CERTIFICATE, DEDICATION AND RESERVATIONS**

- 3.1 All Lots in the Addition shall be used exclusively for single family residences, and no structure shall ever be erected, altered, placed or permitted to remain on the Lots other than single family detached dwellings not to exceed two (2) stories in height, and must contain at least a two (2) car garage.

- 3.1.1 Restrictions on Leasing.** Unless otherwise required by the operation of law, or as may be required by any so-called secondary mortgage market source for the purposes of obtaining purchase money financing for a Lot, no Lot shall be rented, leased, let or licensed for less than twelve (12) consecutive months subsequent to the filing date of this Amended Declaration. No one Owner may lease more than one Lot at a time within the Addition. Only the entirety of a Lot and its improvements may be leased at a time by one single-family. Sub-leasing shall be prohibited. This Section shall not apply to a purchase money lender taking title to a Lot due to foreclosure. All leases shall be in writing and a copy provided to the Association immediately upon execution. The Association may adopt reasonable rules governing leasing, including reasonable administration, processing, and review fees to be paid to the Association.
- 3.2. No structure, including solar panels, shall ever be erected, placed or altered/modified on any Lots within the Addition until the building plans, specifications and Lot plans showing the location of such structure as to design colors, materials, finishes, roofing design, and conformity and harmony of external design with existing structures and the finished grade elevations, have been approved in writing by an architectural review committee ("ARC") designated by the Board consisting of at least three Lot Owners. Such committee member shall not receive nor be entitled to any compensation for services performed pursuant to this Amended Declaration.
- 3.3. Reserves for installation and maintenance of public utilities are as shown on the recorded Plat. Within these areas, no structure, planting or other materials shall be placed or permitted to remain thereon which may damage or interfere with the installation and or maintenance of such utility areas, or which may change the direction of flow of drainage channels in the utility reserves or which may obstruct or retard the flow of water through drainage channels in the utility reserves. The utility reserve of each Lot and all improvements permitted therein shall be maintained continuously by the Owner of the Lot affected thereby, except those improvements for which a public authority or utility company may be responsible. All small drainage channels, emergency overflows, and other swells which are important to abutting properties, but are not a part of the drainage systems maintained by a public authority or utility company shall be the Lot Owner's responsibility and it shall be the responsibility of the Lot Owner to: (A) Keep the easements, channels and swales free of structure, planting or other material which may change the direction of flow, or obstruct or retard the flow of surface water in the channels or swales to get whether they may be in the easements or contained in the individual property Owner's Lot, and (B) To provide continuance maintenance of the improvements and easements or of the channels or swales except for improvements for which a public authority utility company or Association's responsibility, and (C) Each 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.
- 3.4. The ground floor area of the main residential structure, exclusive of covered and opened porches and garage, on all Lots within the Addition 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.

- 3.5. No structure of a temporary character, trailer, basement, tent shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.
- 3.6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for a commercial purpose and do not otherwise cause a nuisance, annoyance, or noxious environment to the Addition.
- 3.7. 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. Holiday or other Celebrations posting in a yard may be displayed for a reasonable time period. One (1) additional sign may be placed with written approval of the board, so long as the sign is (delete not) a solicitation of services (i.e. 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. Signs can be place in flower beds closest to the residence.
- 3.8. All residence shall be of new construction, and no residence (new or used) may be moved from another area into the Addition. Mobile homes and recreational vehicles of any kind shall not be allowed to be placed or parked, either permanently or temporarily on any Lot.
- 3.9. No business, trade or activity shall be carried upon any Lot. No noxious or offensive activity shall be carried upon a Lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.
- 3.10. No structure shall be located on any Lot nearer to the front line, or nearer to any side street than the minimum building set back line shown on the recorded Plat. In any event, building shall be located on any Lot nearer than 25 feet to the front, 5 feet to a side Lot line, and 10 feet to a side street line. In addition, the rear minimum residential building set back line shall be 10 feet. If these set-backs conflict with the recorded Plat, the recorded Plat shall control.



- 3.11 No truck, utility trailer, automobile, pickup truck, bus, commercial vehicle, boat, jet ski, dirt bike, RV, RV trailer, popup RV, hobby cars, or recreational vehicle of any kind shall be allowed to remain on any Lot or 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 Lots in the Addition shall not use the Lot or streets adjacent thereto, for the storage or habitual parking of any such prohibited vehicle. Furthermore, such items, including vehicles of any kind, if stored on the Lot, shall be stored inside a garage or placed behind a fence so as not to be seen from any portion of this Addition other than the Lot on which it is parked. In addition, any storage of such items, including vehicles of any kind, shall be on a concrete or asphalt surface.
- 3.12 No Lot shall contain more than one single family residence. It is the intent of this covenant to prevent the re-subdivision of any Lots within this Addition in any manner whatsoever which would result in the construction of more houses than allowed by Moore City ordinance.
- 3.13. 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. (The lot owner can decide if a fence is added to the property). 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 (on street facing lot). 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 be within City of Moore Code. Wrought Iron gate and support wrought Iron panel is approved.
- 3.14 Except for greenhouses, any outbuilding shall conform as to a color scheme that matches the principal residence on the Lot and shall not be of a higher elevation measured at the eave than the residence on such Lot.
- 3.15. All utility services to any Lot within the Addition shall be underground. In addition, any window type air conditioners installed shall not be visible from any street.
- 3.16. Notwithstanding any provision contained herein, all Owners of any Lot within the Addition shall comply with all Moore, Oklahoma ordinances relating to this Addition.
- 3.17. [Intentionally deleted]
- 3.18 All Lot Owners shall continuously maintain landscaping with respect to each of their Lot, such as reasonable mowing of laws, planting and maintaining of shrubs and trees.

- 3.19. At such time as any structure, including fencing and outbuilding, is painted or stained, either initially or at a later date, the same shall be of such a color as to harmonize with the existing structures within the Addition at all times.
- 3.20 Any antenna having a diameter greater than 39 inches shall be located so as to not be seen from the front of the Lot.
- 3.21. The principal exterior of any residential structure shall be at least ninety percent (90%) masonry exclusive of eaves, facia, 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. Provided however, upon specific approval by the architectural review committee, an all wood construction home may be built. Any deviations from the above must be approved in advance by the architectural review committee.
- 3.22 All roofing (both initial and replacement) shall be composition of a weathered wood color. Such packaging must reflect the same as a weathered wood color. In addition, all composition shingles must be of a laminated type and have at least a thirty (30) year warranty. No three (3) tab composition shingles shall be allowed. Upon specific approval by the architectural review committee, a metal or slate roof may be approved. Further, all roofs shall be of no less than a 6/12 pitch.
- 3.23. This Amended Declaration, its covenants, restrictions, conditions, and equitable servitudes shall run with the Addition and shall be binding on all parties and all persons claiming under them and shall automatically extend for successive periods of ten years after Recording unless an instrument, at any time, signed by the Owners of sixty percent (60%) of the Lots has been recorded, agreeing to change this Amended Declaration in whole or in part.
- 3.24 If a Lot Owner, their successors or assigns, guests or invitees shall violate this Amended Declaration, the Association or any other Lot Owner may bring an action at law or in equity against the person or persons violating or attempting to violate this Amended Declaration, the prevailing party to be awarded their reasonable attorney's fees and costs.
- 3.25 Invalidation of any one of the 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. Waiver or non-enforcement of a condition, covenant, restriction, or servitude shall not act as a waiver for future enforcement of that condition, covenant, restriction, or servitude.

**[SIGNATURE PAGES]**

**EXHIBIT**

**LEGAL DESCRIPTION**

**ALL OF KATIE RIDGE ADDITION, AN ADDITION TO THE CITY OF MOORE, CLEVELAND COUNTY, STATE OKLAHOMA, ACCORDING T THE RECORDED PLAT THERETO,**

**ALL OF KATIE RIDGE ADDITION SECTION 2, AN ADDITION TO THE CITY OF MOORE, CLEVELAND COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO,**

**ALL OF KATIE RIDGE ADDITION SECTION 3, AN ADDITION TO THE CITY OF MOORE, CLEVELAND COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO, and**

**ALL OF KATIE RIDGE ADDITION SECTION 4, AN ADDITION TO THE CITY OF MOORE, CLEVELAND COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO.**