



OAK RIDGE
Property Owner's Association

11920 Oak Ridge Dr. • Kingston, Ok 73439
Office: 580.564.3751 • Fax: 580.564.9672
ORPOA@laketexomaoakridge.com

Architectural Control Committee Construction Packet

This packet contains the following:

- ***By Laws & Covenants & Restrictions***
- ***Architectural Control Committee Guidelines***
- ***Information Sheet***
- ***Architectural Committee Approval Form***
- ***Construction Deposit Form***
- ***Rules of Fine & Schedule***
- ***Notice to Builder/Homeowner***
- ***Oklahoma One Call System***
- ***Brush Pit Rules***
- ***Fence Agreement***
- ***General Rules***

The following ORIGINAL forms, with the required additional attachments, will need to be submitted to the Architectural Control Committee for review:

- **ORPOA Approval Form**
- **Signed ORPOA Notice to Builder/Homeowner**
- **ORPOA Construction Deposit Form with \$1,000.00 deposit attached**
- **Signed ORPOA Architectural Committee Guidelines**
- **Copy of Lot Survey from a licensed surveyor**

I acknowledge that I have received, read, and will comply with the full builder's packet described above.

Signed: _____

Dated: _____

BYLAWS
OF
OAK RIDGE PROPERTY OWNER'S ASSOCIATION, INC.



I 2018-1214

STATE OF OKLAHOMA
MARSHALL COUNTY S.S.
THIS INSTRUMENT AS FILED FOR RECORD
on the 2 day of July A.D. 2018
at 2:22 o'clock P.M. and duly
recorded
in Book 1120 on page 620
Ann Harbin, County Clerk
By _____ Deputy

ARTICLE ONE
Name and Location

The name of the corporation is OAK RIDGE PROPERTY OWNER'S ASSOCIATION, INC., an Oklahoma non-profit corporation (hereinafter referred to as the "Association"). The principal office of the Association shall be located at 11920 Oak Ridge Drive, Kingston, Oklahoma 73439-5158 in Marshall County, Oklahoma.

ARTICLE TWO
Definitions

The following words, when used in these Bylaws, shall have the following definitions and meanings:

- a. "Association" shall mean and refer to the OAK RIDGE PROPERTY OWNER'S ASSOCIATION, INC., its successors and assigns.
- b. "Properties" shall mean and refer to the land and premises located in Marshall County, State of Oklahoma, known as the Oak Ridge Subdivision, according to the plat recorded in the Public Records of Marshall County, Oklahoma, and any additions thereto as may hereafter be brought within the jurisdiction of the Association.
- c. "Declaration" shall mean and refer to:
 - 1) any and all restrictive covenants and covenants running with the land directly or indirectly pertaining to the Properties, as recorded in the Public Records of Marshall County, Oklahoma;
 - 2) any further or subsequent supplements, amendments, additions or modifications to the foregoing instruments, all of which are incorporated herein by reference for all purposes.
- d. "Common Properties" shall mean and refer to any and all areas of land within the Properties which are known, described or designated as common green, common area, recreational easements, green belts, open spaces, private streets, jogging and bicycle trails, swimming pools, tennis courts, recreational centers or bodies of water on any recorded subdivision plat of the Properties or intended for or devoted to the common use and enjoyment of the Members of the Association; central water system and central sewer system within the subdivision and any and all improvements that are now or may hereafter be constructed thereon.

- e. "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Properties, as amended from time to time, which is designated as a lot thereon.
- f. "Owner" shall mean and refer to each and every person or entity who is a record owner of a fee or undivided fee interest in any Lot; however, the word "Owner" shall not include person(s) or entity(ies) who hold a bona fide lien or interests in a Lot merely as security for the performance of an obligation.
- g. "Member" shall mean and refer to each Owner of a Lot.

ARTICLE THREE
Membership

Section 1. Every person or entity who is now or hereafter becomes an owner shall automatically be and must remain a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The rights of membership are subject to the payment of monthly and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner of, and becomes a lien upon, the Lot against which such assessments are made as provided by the Declarations.

Section 3. The membership rights of any person whose interest in the Properties is subject to assessment, whether or not he or she be personally obliged to pay such assessment, may be suspended by action of the Board of Directors during the period when the assessment remains unpaid; but, upon payment of such assessment, his or her rights and privileges shall be automatically restored. If the Board of Directors has adopted and published rules and regulations governing the use of the Common Properties and the personal conduct of any person thereon, they may, in their discretion, suspend the rights of any such person of violation of such rules and regulations for a period not to exceed sixty (60) days.

ARTICLE FOUR
Voting Rights

The Association shall have one class of voting membership. Members shall be entitled to one (1) vote for each Lot in which they hold interests required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, may determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

ARTICLE FIVE

Property Rights and Rights of Enjoyment of the Common Properties

Section 1. Each Member and their immediate family shall be entitled to the use and enjoyment of the Common Properties in accordance with the terms and provisions of the Declarations or as may be otherwise prescribed by the Association.

Section 2. No Member may further delegate his or her rights of enjoyment in the Common Properties and facilities without the prior written consent of the Association (and the Association shall have absolute discretion in this regard). Such Member shall notify the Secretary, in writing, of the name of any such person and of the relationship of the Member to such person. The rights and privileges of each such person are subject to suspension to the same extent as those of the Member and shall be subject to any applicable rules and regulations that may be adopted from time to time by the Board of Directors of the Association. The Board of Directors may, from time to time, establish and promulgate additional rules and requirements concerning the delegation of enjoyment rights.

ARTICLE SIX

Association Purposes and Powers

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are:

- a. to provide for the acquisition, construction, management, maintenance and care of the Association property;
- b. to provide for and assist in maintenance, preservation and architectural control of the Properties and to promote the health, safety and welfare of the Owners and residents of the Properties;
- c. to own; operate and maintain or transfer the central water system to an outside water source, and own and operate the sewer system for the use and benefit of the owners and residents of the Property;
- d. to borrow money (if necessary) and to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association, subject to the terms and provisions of, and limitations and prohibitions within, the applicable Oklahoma non-profit corporation laws;
- e. to cause the Common Properties to be maintained, operated, regulated and administered in accordance with any applicable terms and conditions of the Declarations or as may be otherwise prescribed by the Association;
- f. to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as may be set forth in the Declarations or as may be otherwise prescribed by the Association;

- g. to fix, levy, collect and enforce payment by any lawful means, all charges, fees or assessments provided for by the terms of the Declarations and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including any licenses, taxes, or governmental charges which may be levied or imposed against the Common Properties or any other property owned by the Association;
- h. Insofar as permitted by law; to do any other thing that, in the opinion of the Board of Directors of the Association, will promote the common benefit and enjoyment of the owners and residents of the Properties; provided, however, that no part of the net earnings of the Association shall inure to the benefit of or be distributable to any Member, director or officer of the Association, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Association related or pertaining to one or more of its purposes); and provided further that no part of the activities of the Association shall include carrying on propaganda, or otherwise attempting to influence legislation, or participating in, or intervening in (including the publication or distribution or statements) any political campaign on behalf of any candidate for public office.

ARTICLE SEVEN
Board of Directors

Section 1. The business and affairs of the Association shall be initially managed by a board of three (3) directors. The number of directors may thereafter be changed in accordance with the Bylaws of the Association, but shall in no event be less than three (3) nor more than seven (7) individuals. The directors shall be elected at the annual meeting of the Members, except as provided in Section 2 of this Article, and each director elected shall hold office for a term of two (2) years or until his or her successor is elected and qualified.

Section 2: Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. Any directorship to be filled by reason of an increase in the number of directors shall be filled at any annual meeting of the Members or at a special meeting of the Members entitled to vote called for that purpose. Any director may be removed from the Board of Directors for cause (which means, taking or omitting a negligent, fraudulent, or criminal act significantly and adversely affecting the Association) by a majority vote of the Members appearing in person at an annual meeting or a special meeting of the Members, or by the affirmative vote of a majority of the directors at a properly called special meeting of the Board of Directors, whenever in its judgement, the best interests of the Association will be served thereby.

Section 3: The Board of Directors may exercise all such powers of the Association and do all such lawful acts and things as are not by statute or by the Declarations or by the Articles of Incorporation or by these Bylaws directed or required to be exercised or done by the Members. The Board, for the benefit of the Association, the Common Properties and the Owners, may provide, and may pay for, out of the maintenance fund(s) the following:

- a. care, preservation and maintenance of the Common Properties and the furnishing and upkeep of any desired personal property for use in or on the Common Properties;
- b. security arrangement;
- c. taxes, insurance and utilities (including, without limitation, electricity, gas, water and sewer charges) which pertain to the Common Properties only;
- d. the services of a person or firm to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager;
- e. legal and accounting services; and
- f. any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alteration, taxes or assessment which the Board is required to obtain or pay for pursuant to the terms of the Declarations or which, in its option, shall be necessary or proper for the operation or protection of the Association or for the enforcement of the Declarations.

Section 4: The Board shall have, in addition to all powers of the Association not precluded by (i) statute, (ii) the Articles of Incorporation (iii) these Bylaws or (iv) the Declarations, the following additional rights, powers and duties:

- a. to execute all declarations of ownership for tax assessment purposes with regard to any of the Common Properties owned by it as an incorporated entity
- b. to borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit;
- c. to increase, decrease, amend or modify the maintenance fee schedule applicable to each and all of the Lots, and the fees for water and sewer services, the time and method of collection and any and all matters and aspects of any kind or character whatsoever arising out of or related to the maintenance fees for water or sewer fees; annual dues are not to be raised more than 5% a year without the vote of the majority of the votes entitled to be cast by Members in person or by proxy;
- d. to enter into contracts, maintain one or more bank accounts and to have all the powers necessary or incidental to the operation and management of the Association;
- e. to protect or defend the Common Properties from loss or damage by suit or otherwise, to sue or defend in any court of law in behalf of the Association and to provide adequate reserves for repairs and replacements;

- f. to make reasonable rules and regulations for the operation of the Common Properties and to amend them from time to time;
- g. to make available to each Owner after the end of each year an annual report;
- h. to adjust the amount, collect and use any insurance proceeds to repair damaged or replace lost property; and if proceeds are insufficient to repair damaged or replace lost property, to assess the Members in proportionate amounts to cover the deficiency; and
- i. to enforce the provisions of the Declarations and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions and rules.

Section 5: The Board shall have the exclusive right to contract for all goods, services and insurance, and the exclusive right and obligation to perform the function of the Board, except as otherwise provided herein.

Section 6: The Board, on behalf of the Association, shall have full power and authority to contract with any Owner for performance on behalf of the Association of services which the Association is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

ARTICLE EIGHT
Meetings of the Board of Directors

Section 1: Meetings of the Board of Directors must be held within Marshall County in the State of Oklahoma or at such other location within 30 miles of The Oak Ridge Subdivision.

Section 2: The first meeting of each newly-elected Board of Directors shall be held at such time and place as shall be fixed by the vote of the Members present or represented by an appropriate proxy at the annual meeting of the Members and no notice of such meeting shall be necessary to the newly-elected directors in order to legally constitute the meeting. In the event of the failure of the Members to fix the time and place of such first meeting of the newly-elected Board of Directors, or in the event such meeting is not held at the time and place so fixed by the Members, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings for the Board of Directors, or as shall be specified in a written waiver signed by all of the directors.

Section 3: Regular meetings of the Board of Directors shall be held on the 2nd Thursday of each month at the Oak Ridge Clubhouse, at a time as determined by the Board of Directors.

Section 4: Special meetings of the Board of Directors shall be held when called by the President or by any two (2) directors. Written notice of special meetings of the Board of Directors shall be given to each director at least three (3) days before the date of the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 5: A majority of the directors shall constitute a quorum for the transaction of business and the act of the majority of the directors present in person or by proxy at a meeting at which a quorum is present shall be the act of the Board of Directors, unless a greater number is required by the Articles of Incorporation or the Declarations. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum shall be present.

Section 6: The Board of Directors, by resolution adopted by a majority of the whole Board, may designate two (2) or more directors to constitute an executive committee, which committee, unless its authority shall be otherwise expressly limited by such resolution, shall have and may exercise all of the authority of the Board of Directors and the business and affairs of the corporation except where action of the Board of Directors is specified by statute. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors. The executive committee shall keep regular minutes of its proceedings and report the same to the Board when required. The designation of such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member, thereof, of any responsibility imposed upon them by law.

ARTICLE NINE Officers

Section 1. The officers of the Association shall consist of a President, one or more Vice Presidents, a Secretary and a Treasurer and may include a Chairman of the Board, each of whom shall be elected by the Board of Directors. Any two or more offices may be held by the same person, except that the President and Secretary shall not be the same person.

Section 2. The Board of Directors, at its first meeting after each annual meeting of the Members, shall choose a President, one or more Vice Presidents, a Secretary and a Treasurer, none of whom need be a Member of the Board, and may appoint one of their number as Chairman of the Board.

Section 3. Such other officers and assistant officers and agents, as may be deemed necessary, may be elected or appointed by the Board of Directors.

Section 4. The officers of the Association shall hold office until their successors are chosen and qualified. Any officer or agent or Member of the Executive Committee elected or appointed by the Board of Directors may be removed by the Board of Directors whenever, in its judgement, the best interests of the Association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Any vacancy occurring in any office of the Association by reason of death, resignation, removal or otherwise shall be filled by the Board of Directors.

President

Section 5. The President shall be the chief executive officer. The chief executive officer shall preside at all meetings of the Members and (if a Chairman of the Board has not been designated) the Board of Directors, and shall have such other powers and duties as usually pertain to such office or as may be delegated by the Board of Directors. The President shall have such powers and duties as usually pertain to such office, except as the same may be modified by the Board of Directors. Unless the Board of Directors shall otherwise delegate such duties, the President shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board of Directors are carried into effect.

Section 6. The President shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Association, except where required or permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Association.

Vice-President

Section 7. The Vice-Presidents, in the order of their seniority, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President. They shall perform such other duties and have such other powers as the Board of Directors shall prescribe.

Secretary

Section 8. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members, and record all the proceedings of the meetings of the Association and of the Board of Directors in a book to be kept for that purpose. He or she shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President,

under whose supervision he or she shall be. The Secretary shall keep in safe custody the seal of the Association, and when authorized by the Board of Directors, affix the same to any instrument requiring it, and when so affixed, it shall be attested by his or her signature.

Section 9. Any Assistant Secretaries, in the order of their seniority, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the power of the Secretary. They shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Treasurer

Section 10. The Treasurer shall have the custody of the corporate funds and securities, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

Section 11. The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors at its regular meetings, or when the Board of Directors so requires, an account of all his or her transactions as Treasurer and of the financial condition of the Association.

Section 12. If required by the Board of Directors, the Treasurer shall give the Association a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his or her office and for the restoration to the Association, in case of his or her death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control belonging to the Association.

Section 13. Any Assistant Treasurers, in the order of their seniority, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer. They shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE TEN

Committees

Section 1. The Board of Directors, by resolution adopted by a majority of the directors, may designate and appoint one or more committees, each of which shall consist of at least one director, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association. Unless otherwise provided herein, each committee shall consist of two or more individuals designated by the Board of Directors. The committees shall be appointed by the Board of Directors prior to

each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting.

Section 2. It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties and activities within its field or responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE ELEVEN Meetings of Members

Section 1. Meetings of the Members for the election of directors shall be held in the County of Marshall, State of Oklahoma, or at such other location within 30 miles of The Oak Ridge Subdivision.

Section 2. Annual Meetings of the Members shall be at a time and place set by the Board of Directors.

Section 3. Special meetings of the Members shall be held when called by the President or by any three (3) directors or by written request of Members holding at least twenty-five (25%) percent of the votes of the Membership entitled to be cast, with each Member request dated within 30 days of the proposed meeting. Written notice of special meetings of the Members shall be given to each member at least fifteen (15) days before the date of the meeting. The business to be transacted at, or the purpose of, any special meeting of the Members shall be specified in the notice of such meeting.

Section 4. Members holding twenty-five (25%) percent of the votes entitled to be cast, represented in person or by proxy, shall constitute a quorum. The vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy, at a meeting at which a quorum is present shall be the act of the Members meeting.

Section 5. Each Member may cast as many votes as he or she is entitled to exercise under the terms and provisions of these Bylaws on each matter submitted to a vote at a meeting of the Members, except to the extent that the voting rights of any Member have been suspended in accordance with these Bylaws or the Declarations. At such election for Directors, every Member entitled to vote at such election shall have the right to vote.

Section 6. A Member may vote in person or by proxy executed in writing by the Member or by his or her duly authorized attorney-in-fact and filed with the Secretary. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Each proxy shall be revocable unless expressly provided therein to be irrevocable,

and in no event shall it remain irrevocable for a period of more than eleven (11) months from the date of its execution. Every proxy shall automatically cease upon sale by the Member of his lot.

Section 7. The officer or agent having charge of the Association's books shall make, at least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the principal office of the Association or such other location which has been designated by the Board of Directors and shall be subject to inspection by any Member at any time during the usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting.

Section 8. The Board of Directors may fix, in advance, a date, not exceeding sixty (60) days preceding the date of any meeting of Members, as a record date for the determination of the Members entitled to notice of, and to vote at, any such meeting and any adjournment thereof. In such case, such Members and only such Members shall be entitled to such notice of, and to vote at, such meetings and any adjournment thereof, notwithstanding any change of membership on the books of the Association after such record date is fixed as aforesaid.

ARTICLE TWELVE

Books, Papers and Notices

Section 1. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Member except for "personal" data such as Member names, addresses, social security numbers, email addresses, financial data, without a written release from property owner.

Section 2. Notices to directors and Members shall be in writing, shall specify the time and place of the meeting and shall be delivered personally, mailed or delivered electronically to the directors or Members at their addresses appearing on the books of the Association. Notices by mail shall be deemed to be given at the time when same shall be mailed. Notice to directors may also be given electronically.

Section 3. Whenever any notices required to be given to any Member or director under the provisions of the statutes or the Declarations or of the Articles of Incorporation or these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

Section 4. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to

the transaction of any business on the grounds that the meeting is not lawfully called or convened.

ARTICLE THIRTEEN
Indemnification and Limitations on Liability

Section 1. Neither any Member nor the Board of Directors (or any one of them) nor the officers (or any one of them) shall be personally liable for debts contracted for or otherwise incurred by the Association or for a tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither the Association nor its directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same. The Association or any other person, firm or corporation liable to make such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portion thereof.

Section 2. The Association may indemnify any person who is or was a director or officer of the Association, and any person who serves or served at the Association's request as a director or officer as follows:

- a. In case of a suit by or in the right of the Association against a director or officer by reason of his or her holding such a position, the Association shall indemnify such person against expenses (including attorney's fees) actually and necessarily incurred by him or her in connection with the defense or settlement of such action or suit if he or she is successful on the merits or otherwise, or if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue or matter as to which such director or officer shall have been finally adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association;
- b. In case of a threatened, pending or completed suit, action or proceeding (whether civil, criminal, administrative or investigative), other than a suit by or in the right of the Association, together hereafter referred to as a non-derivative suit, against a director or officer by reason of his or her holding a position set forth above, the Association shall indemnify him or her against expenses (including attorney's fees), judgements, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with the defense or settlement of such action, suit or proceeding if he or she is successful on the merits or otherwise or if he or she acted in good faith in the transaction which is the subject of the non-derivative suit to the best interests of the Association and, with respect to any criminal action or

proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of a non-derivative suit by judgement, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the director or officer did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that such conduct was unlawful;

- c. Indemnification provided under paragraphs a. and b. above shall be made by the Association (except as provided in paragraph a. hereof) only upon a determination of the specific case that indemnification of the director or officer is proper under the circumstances because he or she has met the applicable standard of conduct set forth in paragraph b. hereof. Such determination shall be made: (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel and a written opinion, or (iii) by vote of the Members. Indemnification may be prorated so as to indemnify such director or officer as to some matters but not to others;
- d. The Association may pay, in advance, any expenses (including attorney's fees) which may become subject to indemnification hereunder if) the Board of Directors authorizes the specific payment, and (ii) the director or officer receiving the payment undertakes in writing to repay such payment unless it is ultimately determined that he or she is entitled to indemnification by the Association under this Article Thirteen;
- e. The indemnification provided for herein shall not be exclusive of any of the rights to which a person may be entitled by law, the Bylaws of the Association, agreement, vote of Members or disinterested directors, or otherwise, shall continue as to a director or officer, who has ceased to hold such position and shall inure to his or her heirs, executors and administrators;
- f. The Association may purchase and maintain insurance on behalf of any person who holds or who has held any position of director or officer against any liability asserted against him or her and incurred by him or her in any such position, or arising out of his or her status as such; and

ARTICLE FOURTEEN General Provisions

Section 1. The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

Section 2. The corporate seal shall have inscribed thereon the name of the Association. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced. In no event, however, shall any corporate seal be required

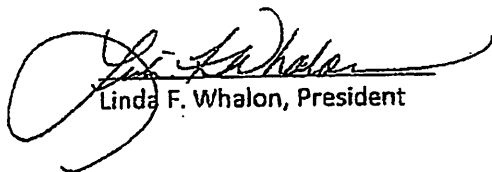
to be affixed to any document or instrument in order to validate, effectuate or authorize the matters contained within said instrument on behalf of the Association.

Section 3. These Bylaws may be amended at regular or special meeting of the Members by a majority of the total votes entitled to be cast, or the power to alter, amend or repeal the Bylaws or to adopt new Bylaws may be delegated to the Board of Directors by such vote. Notwithstanding the above, those provisions of the Bylaws which are governed by the Articles of Incorporation of this Association may not be amended except as may be provided in the Articles of Incorporation of this Association or as required by applicable law; and provided further, that any matter stated herein to be, or which is in fact, governed by the Declarations may not be amended except as may be provided in such Declarations.

Section 4. The Articles of Incorporation may be amended in the following manner: The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either an annual meeting or special meeting. Written notice setting forth the proposed amendment or a summary thereof shall be given to each Member entitled to vote at such meeting within the time and in the manner provided in these Bylaws for the giving of notice of meetings of Members. The proposed amendment shall be adopted upon receiving at least two-thirds (2/3rds) of the total votes entitled to be cast.

Section 5. In the case of any conflict between the Articles of Incorporation of this Association and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declarations of this Association and these Bylaws, the Declaration shall control.

The Bylaws of the Oak Ridge Property Owner's Association, Inc. for all lots located in Oak Ridge Subdivision I, Oak Ridge Subdivision II and Oak Ridge Subdivision III were amended in accordance with Article Fourteen, Section 3 of the Bylaws, by a majority of the Members at the Annual Meeting of the Members held on August 10, 2017, to be made effective on that date.


Linda F. Whalon, President

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of Oak Ridge Property Owner's Association, Inc., an Oklahoma corporation.



COVENANTS AND RESTRICTIONS ON AND FOR THE OAK RIDGE SUBDIVISION I, II & III

I-2014-622
STATE OF OKLAHOMA
MARSHALL COUNTY S.S.
THIS INSTRUMENT AS FILED FOR RECORD
ON THE 14 day of Feb A.D., 2014
at 2:20 o'clock P.M. and duly
recorded in Book 1031 on page 44
Ann. Harlin County Clerk
By: [Signature] Deputy

STATE OF OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MARSHALL

WHEREAS, Oak Ridge Property Owners' Association, (hereinafter referred to as "Property Owners Association") is the owner of:

All those lots in the Oak Ridge Subdivision I, II, III according to the map and plat Thereof filed of record in the Plat records of Marshall County, Oklahoma;

(Such plat, and any revisions, supplements or additions thereto are incorporated herein by reference for all purposes); and

WHEREAS, for the purpose of creating and carrying out a uniform plan for the improvement and development of the Oak Ridge Subdivision (including, but not limited to: preserving the natural beauty of the property; minimizing the erection of poorly designed, unproportioned or unsuitable structures; encouraging harmonious architectural schemes and advancing the highest and best development use of the property). Property Owners Association desires to implement the following restrictions, conditions and limitations.

NOW, THEREFORE, Property Owners Association, in order to create and carry out a general and uniform plan for the development, improvement and use of lots within the Oak Ridge Subdivision (hereinafter referred to as "the Subdivision") and for the benefit of the present and future owners of said lots, does hereby adopt and establish the following covenants, conditions and restrictions which shall be applicable to all land within the Subdivision:

I. PROPERTY OWNERS ASSOCIATION

- (1) Each and every owner of a lot within the Subdivision shall become a member of the Oak Ridge Property Owners Association Inc., an Oklahoma non-profit corporation (hereinafter called the Property Owners Association), which association shall manage, maintain and care for the common facilities of the Subdivision. Use of the common facilities shall be limited to the lot owners (and their families and guests).

The Property Owners Association shall have the right and authority to : (I) issue rules and regulations applicable to the common facilities and areas within the Subdivision; (II) own, operate and maintain central water and central sewer systems and set rates and fees for connection and use thereof; (III) collect maintenance fees, sewer and water tap and use fees, late charges, interest (at the highest permitted lawful rate) and all other costs and expenses permitted by law; (IV) implement and process involving lien rights and remedies to better secure the appropriate observance of these restrictive covenants and the rules and regulations; (V) permit the usage of lots for streets, parking areas, uses normally associated with the customary development of a Subdivision and uses thereon mandated, directed or encouraged by government authorities having jurisdiction over the Subdivision; (VI) amend these restrictive covenants; and (VII) exercise such other rights granted it under the Articles of Incorporation and By Laws of the Association.



I the undersigned County Clerk in and for Marshall County State of Oklahoma, hereby certify that this is a true and correct copy of Covenants as recurred in ORPOA Restrictions Page 44 of 51, together with all the encumbrances thereon. Dated at Marshall County, Oklahoma this 14 day of Feb 2014 By: Ann Harlin County Clerk

- (3) The Property Owners Association shall appoint an Architectural Control Committee (hereinafter called "the Committee"), composed of one or more individuals. The Committee shall function as the representative of the lot owners to provide for and assist in maintenance, preservation and architectural control of the Subdivision. A majority of the Committee may designate a representative to act for it. No improvement or structure of any nature shall be erected, placed or altered on any lot until the construction plans, specifications and plot plan (showing the location of such improvements on the lot) have been submitted to and approved by the Committee. If the Committee, or its designed representative, fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted to it, and if no suit to enjoin the construction is commenced prior to substantial completion of such construction, then Committee approval shall be presumed.

II. RESTRICTIONS

- (1) All lots in the Subdivision shall be used, known and described as single-family residential lots only and no duplexes, apartments or other multi-family dwellings, structures or uses shall be permitted.
- (2) No commercial activity or use shall be conducted on or from any lot within the Subdivision, provided, however, that the sale or resale of lots in the Subdivision, the use of lots for drill sites or the use of lots for utility services shall not be considered to be commercial activity.
- (3) Each residential dwelling constructed on any lot with the Subdivision shall contain a minimum of one thousand six hundred (1600) square feet of covered floor area, exclusive of all porches, garages or breezeways attached to the main dwelling. No residential dwelling or structure on any lot shall exceed (2) stories in height. All homes must have at least a one (1) car enclosed garage.
- (4) No temporary structures, mobile homes, modular homes, prefabricated structures or dwellings containing metal or asbestos exterior siding or metal, tarpaper or roll-type exterior roofs shall be permitted on any lot within the Subdivision except that prefabricated storage buildings may be permitted if approved in writing by the Committee. In the case of metal roofs, Board of Director approval is also required. All residential dwellings must be constructed "on-site" and all construction must be of new materials, except stone, brick, inside structural material or other materials used for decorative effect if such use is approved in writing by the Committee.
- (5) No storage building, garage or other improvement may be constructed on any lot until after construction of a residential dwelling has commenced and approval of such improvement received from the Committee. No prefabricated or metal storage building shall exceed three hundred twenty (320) square feet in area.
- (6) No outside toilet, cesspool or privy shall be erected or maintained on any lot within the Subdivision. No structure may be used as a residential dwelling (either temporary or permanent) without being connected to the central sewer system. Septic Tanks will be installed and maintained by the Property Owners Association. Porta potties are required on all new home construction sites until construction is complete.
- (7) Individual water well may be drilled on any lot within the Subdivision with prior approval of The Oklahoma Water Resources Board and the Property Owners Association Architectural Committee. However no well water will be used for human consumption and all residential dwellings must be connected to the property Owners Association central water system. Well water will be limited to outside use only.
- (8) Driveways shall be required on improved lots and shall be constructed of a solid permanent wearing surface (concrete, asphalt or properly installed paving brick or stone). Culverts, if required by the board of directors, for driveways on lots shall be mandatory and shall be at least twelve (12') feet in length and twelve (12") inches in diameter with a concrete or brick headwall

on both ends of the culvert. Greater dimensions may be required by the Committee to meet specific drainage requirements. The headwall shall extend six (6") inches above the culvert, eighteen (18") inches diagonally on either side of the culvert and have a thickness of at least eight (8") inches. Headwalls are not required for driveways without culverts.

- (9) No improvement (other than fences) shall be constructed on any lot within twenty (20') feet of the front lot lines, within ten (10') feet from the rear lot lines, within ten (10') feet of side lot lines adjacent to roads, within five (5') feet along the side lot lines of interior lots. No improvement shall be constructed within twenty (20') feet of any power lines except that fences may be constructed within ten (10') feet of such power lines. All utility lines must be clearly marked by the utility company's prior to construction of fences.
- (10) No fence shall be constructed which creates a safety hazard. The height, color, location, material to be used and type of fencing must be approved in writing by the Committee prior to commencing construction and must be completed within three (3) months from commencement date.
- (11) Any improvement (other than fences) commenced upon a lot shall be completed, as to exterior finish and appearance, within eight (8) months from the commencement date.
- (12) No recreational vehicle, bus or other vehicle, temporary structure, tent, shack, barn, storage building or other out-building shall be used on any lot at any time as a residence, either temporary or permanent.
- (13) There is reserved for the Property Owners Association a ten (10') foot wide utility and drainage easement along the front and rear lot lines and a five (5') foot utility and drainage easement along the side lot lines of each lot within the Subdivision with a frontage of 60' feet or more and a 3' foot easement along the side lot lines of lots of less than 60' feet. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with installation and maintenance of utilities or which may change, obstruct or retard the flow of water through drainage channels in such easements. The easement area of each lot shall be maintained by the owner of the lot, except for those improvements for which a public authority or utility company assumes responsibility.
- (14) Central mail receipt facilities are installed and spaces are provided at the entry to the Subdivision, no individual mailboxes shall be permitted on any lot.
- (15) No soil shall be removed from any lot for any commercial use.
- (16) No noxious or offensive activity shall be conducted or engaged in which is or may become a nuisance to other lot owners within the Subdivision.
- (17) Each lot shall be kept and maintained in a neat and orderly condition, with weeds, grass and/or unsightly growth properly controlled. No trash or refuse shall be allowed to accumulate and remain upon any lot within the Subdivision. In the event any lot is not properly maintained, or cleaned up within thirty (30) days after receipt of written notice of a violation hereunder, the Property Owners Association may clean up such lot or hire outside services to do so and charge the lot owner for such services, which charge shall be reasonable and customarily charged in the area for comparable services. Unpaid fees shall become a charge and lien upon such lot.
- (18) No farm animals will be allowed within the Subdivision. Household pets shall be permitted provided they are not kept, bred or maintained for commercial purposes. No pet shall be allowed to roam free. When out-of-doors, pets must be fenced in or on a leash. No pet shall be kept within the Subdivision which creates a public nuisance and any such pet determined by the Property Owners Association to be such a nuisance shall be removed therefrom within five (5) days of the date owner thereof is notified in writing of that decision.

- (19) No sign shall be displayed to the public view on any lot without the prior written approval of the Board of Directors, except that "For Sale" are permitted and do not require board approval. All signs are limited to 24 X 24 inches.
- (20) No ground fires shall be built or maintained on any lot. Burning of trash within the Subdivision is prohibited.
- (21) No camping shall be permitted on any lot. Courtesy camping facilities are provided in the Subdivision subject to the rules and regulations governing their use.
- (22) Discharging of firearms or fireworks within the Subdivision is prohibited.
- (23) No hunting shall be permitted within the Subdivision.
- (24) Fishing from ponds within the Subdivision is permitted from anyplace along Subdivision ponds not owned by other lot owners. No motorized watercraft is allowed on any ponds.
- (25) Neither the streets within the Subdivision, driveways, nor front or back yards of residential lots within the Subdivision shall be used to park or store (temporarily or permanently) trucks in excess of one (1) ton, damaged, wrecked or inoperable cars, buses, equipment or semi-trailers, campers, airplanes, nor to store lumber or other materials. This covenant does not preclude a lot owner from performing minor repairs upon such vehicles owned by him or her and located in his or her driveway for not more than two (2) consecutive days, nor shall this covenant preclude the temporary parking of such vehicles at or on any such lots by invited guests and visitors of such lot owner for periods not exceeding two (2) consecutive weeks.
- (26) Recreational vehicles may be kept within the back one-half of any lot provided the lot has a dwelling on the front one-half of such lot.
- (27) Driveways from any road outside the boundaries of the Subdivision to any lot within the Subdivision are prohibited. Subdivision perimeter fences may not be cut or removed by any party except by the Property Owner's Association and promptly replaced by a secured gate.
- (28) All posted traffic signs within the Subdivision must be obeyed. Violations of any posted traffic signs will subject violators to a fine per incident (as listed on the Notice of Rules and Fine schedule that has been approved by the Board of Directors).

III. COMPLIANCE WITH PROVISIONS OF DECLARATION, BY-LAWS AND RULES AND REGULATIONS

- (1) Each owner shall comply strictly with the provisions of these Covenants, the By-Laws, rules, regulations and decisions of the Property Owners Association adopted pursuant thereto and as the same may be lawfully amended from time to time. Failure and refusal after written notice to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both and for reimbursement of all costs and attorney's fees incurred in connection therewith and interest on all of such amounts at the highest lawful rate. Enforcement of these covenants and restrictions may be by any person or persons owning a lot in the Subdivision, by the Committee (through any of its members) or by the Property Owners Association against any person or persons violating or attempting to violate any covenant or restriction herein contained.
- (2) The Property Owners Association may levy a charge per day (as described in the Notice of Rules and Fine Schedule that has been approved by the Board of Directors) against any lot or lot owner who is determined by the Property Owners Association to be in violation of any of these

restrictive covenants. The lot owner shall be notified in writing of the determinations of the Property Owners Association and the nature of the violation and shall be given ten (10) days from date of notification within which to correct such violation(s). If the violation is not corrected within said ten (10) day period, the per day charge shall be assessed against the lot owner beginning with the date of notification and shall accrue until such correction.

- (3) Each and every owner covenants and promises to pay to the Property Owners Association, when due any and all dues and fees assessed by the Property Owners Association. Any dues and fees not paid within thirty (30) days of their due date shall be in default and shall bear interest at the highest rate permitted by law. Each and every owner of any and all lots within the Subdivision covenant and agree that the Property Owners Association and its successors and assigns shall have a lien upon their lot (s), inferior only to the lien for taxes and any duly, recorded mortgages, to secure the payment of such dues and fees and any reasonable court costs and attorney's fees incurred in connection of same.
- (4) Upon the sale, transfer, or disposition of any lot in the Subdivision, the name and address of purchaser or transferee and a copy of the recorded deed must be furnished to the Property Owners Association.
- (5) Violation of or failure to comply with these covenants and restrictions shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may be then existing on the lot. Invalidation of any one of these covenants and restrictions, or any portion thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained which shall remain in full force and effect. In the event any portion of these covenants and restrictions conflicts with mandatory provisions of any ordinance or regulation promulgated by any governmental agency which may have jurisdiction over the Subdivision, then such governmental requirement shall control. Any deed or legal instrument (except deeds of trust, mortgages or other similar security agreements) purporting to convey, transfer or assign any interest in the lot shall contain appropriate language to expressly subject the land within such conveyance, transfer or assignment to all the covenants and restrictions set forth herein.
- (6) The covenants, conditions and restrictions herein shall constitute covenants running with the land and shall be binding upon all persons and entities acquiring any lot, whether by purchase, descent, devise, gift or otherwise, and each person or entity, by the acceptance of title to a lot, shall thereby agree and covenant to abide by and perform the covenants, conditions and restrictions as set forth herein.

Covenants and Restrictions for Subdivision I, II, III of Oak Ridge Property Owners Association have been amended by Oak Ridge Board of Directors.

Effective: February 13, 2014

Diane Carruth
Oak Ridge Board of Directors, President

STATE OF OKLAHOMA, County of MARSHALL, SS

Before me, the undersigned, a Notary Public in and for said County and State,

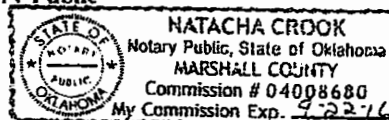
On this 19th day of February, 2014 Personally appeared

Diane Carruth

To me known to be the identical person(s) who executed the within and foregoing Instrument, and acknowledged to me that (HE)(SHE)(THEY) executed the same as (HIS)(HER)(THEIR) free and voluntary act and deed for the uses and purposes therein Set forth.

Given under my hand and seal the day and year last above written.

My commission expires 9-22-16, Natacha Crook
Date Notary Public



ORPOA General Rules

The following rules were approved by the ORPOA Board of Directors
as of September 29, 2022

- The speed limit is 25 miles per hour on all streets. Reckless driving will not be tolerated.
After the first warning, a fine of \$100.00 per violation a fine will be issued to the property owner. Failure to pay may result in loss of membership privileges and other legal remedies.
- Obey posted traffic signs
After the first warning, a fine of \$50.00 per violation will be issued to the property owner. Failure to pay may result in loss of membership privileges and other legal remedies.
- Quiet Hours of the Association are from 11 P.M. – 5 A.M.
After the first warning, a fine of \$50.00 per violation will be issued to the property owner. Failure to pay may result in loss of membership privileges and other legal remedies.
- No person shall stop, stand, or park a vehicle (except when it is necessary to avoid a conflict with other traffic or traffic-control sign) in any of the following places:
 - On a sidewalk.
 - Within a street in such a manner or under such conditions as to prohibit the free movement of vehicular traffic or in such a position as to block the driveway entrance to any abutting property.
 - Within an intersection.
 - Within forty-five (45) feet of an intersection.
 - Between a safety zone:
 - At any place where official signs prohibit stopping, standing or parking.
 - No person shall park a vehicle on the property of another without the consent of the owner of the property or his/her agent.
 - No person shall park a vehicle on the roadway unless it is parked on the far right-hand portion of the road and is facing in the proper direction of travel
After the first warning, a fine of \$50.00 per violation will be issued to the property owner. Failure to pay may result in loss of membership privileges and other legal remedies.
- Parking for certain purposes are prohibited: No person shall park his vehicle/boat/merchandise upon any street for the principal purpose of;
 - Displaying the item for sale:
 - Displaying advertising or displaying merchandise:
 - Washing, greasing or repairing the vehicle except repairs necessitated by an emergency.
After the first warning, a fine of \$50.00 per violation will be issued to the property owner. Failure to pay may result in loss of membership privileges and other legal remedies.
- Dogs Rules:
 - Dogs must be kept on a leash at all times in Oak Ridge.
 - Dogs must have current Rabies shots (less than one year) with vaccination certificate and tag on the dog.

- Excessive Barking will not be tolerated.
After the first warning, a fine of \$50.00 per violation will be issued to the property owner and a \$100 fine after the third warning AND Marshall County Animal Control Department will be contacted to remove your dog(s). Failure to pay may result in loss of membership privileges and other legal remedies.
- **Vandalism Rule:**
 - Vandalism by the residents, their guests, or their children will result in the property owner being billed for the damages and fines.
For a first offense there here will be a fine of \$100.00 plus damages; Second offense \$500.00 fine plus damages. Failure to pay may result in loss of membership privileges and other legal remedies.
- **Fireworks and Firearms Rule:**
 - Ariel Fireworks are PROHIBITED
 - Firearms Permitted for varmints and nuisance to property excluding Deer & Turkeys
For a first offense there will be a fine of \$100 plus damages; Second offense \$150 fine plus damages and third offense is \$500.fine plus damages. Failure to pay may result in loss of membership privileges and other legal remedies.
- **Unpaid Maintenance Fees Rules:**
 - Property owners not current with their Maintenance fees will not continue use of amenities or they may be fined.
After the first written warning, a fine of \$50.00 will be placed against the property owner and \$100 fine after the third warning Failure to pay may result in loss of membership privileges and other legal remedies.
- **Covenants and Restrictions Violations:**
 - Covenants and Restrictions will be enforced.
 - Violations will be fined to the property owner.
 - Common violations are:
 - Trash piles of brush and trees; Damage to roads during construction; No improved driveways.
 - Metal storage buildings in excess of 320 square feet;
 - Roadways onto property without culverts/drains
 - Obtain a copy of the Covenants and Restrictions at the ORPOA office.
A \$25.00 per day fine will be applicable until the Property Owner comes into compliance. Other legal remedies are available including court orders and damages. The fine will be applied with a written notice after a verbal warning.

Oak Ridge Property Owners Association
 11920 Oak Ridge Drive
 Kingston, Ok 73439
 Office 580-564-3751

INFORMATION SHEET

EFFECTIVE 10/01/2022

5% increased rounded up to the next whole dollar

Lots	Old Fee	New Fee
1 Lot	\$362.00 per year	\$380.00 per year
2 Lots	\$544.00 per year	\$571.00 per year
3 Lots	\$643.00 per year	\$675.00 per year
4 Lots	\$761.00 per year	\$799.00 per year
5 Lots	\$870.00 per year	\$913.00 per year
6 Lots	\$991.00 per year	\$1,040.00 per year
7 Lots	\$1,111.00 per year	\$1,166.00 per year
8 Lots	\$1,232.00 per year	\$1,293.00 per year
9 Lots	\$1,353.00 per year	\$1,420.00 per year
10 or more Lots	\$182.00 per year per lot	\$191.00 per year per lot
½ Lots no matter how many lots are owned	\$158.00 per year	\$165.00 per year

Effective 04/14/2023

Guest Use Amenity & Facility Fee Schedule
 This fee applies to ALL Short-term & Long-term Rentals

- \$100 / monthly
- \$1000.00 / Annually if paid in full by January 31

This fee allows guests/renters to use Oak Ridge POA amenities & facilities without the property owner present. Including but not limited to; trash receptacles, swimming pools, fishing ponds, basketball & volleyball courts, clubhouse, pavilions, NBU boxes, etc.

OAK RIDGE PROPERTY OWNER'S ASSOCIATION, Inc.
11920 OAK RIDGE DRIVE, KINGSTON, OK 73439
Office 580-564-3751/
orpoa@laketexomaoakridge.com
INFORMATION SHEET

Minimum Building Requirements

Oak Ridge Subdivision I, II & III - 1600 Sq. Ft. Living Space plus an enclosed single car garage.

Maintenance Fee Schedule (Effective October 1, 2022):

1 Lot	\$380.00 per year	7 Lots	\$1,166.00 per year
2 Lots	\$571.00 per year	8 Lots	\$1,293.00 per year
3 Lots	\$675.00 per year	9 Lots	\$1,420.00 per year
4 Lots	\$799.00 per year	<u>10 or more lots \$191.00 per lot per year</u>	
5 Lots	\$913.00 per year	*½ lots are \$165.00 per ½ lot per year no matter how many lots	
6 Lots	\$1,040.00 per year	are owned	

(Late Charges on past due Maintenance Fee Accounts: \$25.00 for the 1st late month with interest to accrue on all unpaid amounts at the rate of 1.5% per month on balance due).

Sewer:

\$6,500.00 for Septic Tank Installation-Requires 220 Electrical Connection, contact office for further details (Utility Maintenance Fee \$20.00 per month).

Trash:

\$20.00 per month (Trash placed in containers at Maintenance Shop).

Amenities:

Security

2 Swimming Pools, 1st pool located ¼ mile south of gate, 2nd pool located by ball field

1 Tennis Court located on Sand Stone Drive.

1 Basketball Court located by the tennis court on Sand Stone Drive.

1 Baseball Field located by the 2nd pool.

2 RV Parks - Members \$10.00 per night. Guests \$ 15.00 per night. Tent camping \$5.00 per night, No free nights for anyone. Both RV parks have bathhouses, with complete facilities. 1 Lock-up Storage area (not covered) Members can store their RV or Boat free of charge but first needs to register item stored with office.

Clubhouse maybe reserved. Charge of \$100.00 per day. Numerous Pavilions with grills and picnic tables

7 ponds stocked with fish of various sizes. No Swimming

Playgrounds for the children to enjoy.

PROHIBITED TRASH IN ORPOA DUMPSTERS - No Dead Animals, Fish, Dirt, Rocks, Tree Limbs-etc., Railroad Ties or Construction Materials are allowed in the **ON THE SPOT** containers. Additionally, if the item is too large for the containing, **DO NOT** leave it on the ground. The large item may need to be transported to an **OFF SITE** authorized disposal area. Violators may be fined \$100.00 by the ORPOA.

Return Check Fee:

\$25.00.

Credit Card Fee: We welcome all credit cards; however, there is a 3% processing fee for all credit card charges.

Mail Service:

NBU boxes at the office: Box (and key) assigned and issued by Oak Ridge Office Personnel (Note: \$35.00 charge for lost mailbox keys). Mailing address will be the 911 address (not the lot number.) House numbers must be posted for emergency vehicles and repairmen. NBU boxes are available once home has been built per OK USPS guidelines.

Electric:

You will need to contact Rural Electric Association (REA)-Marietta 1-800-749-3364.

Building Requirements:

Architectural Control Committee: No improvement or structure of any nature shall be erected, placed, or altered on any lot until the construction plans, specifications, and plot plan (showing the location of such improvements on the lot) have been submitted to and approved by the Committee. Failure to submit the proper paperwork and receive approval by the Architectural Control Committee may result in a **\$100** fine against the ORPOA member, along with a **\$25.00** fee for each day the member is in noncompliance.

TO USE BRUSH PIT

(Located at the end of Live Oak)

To access please contact Maintenance or Security

RICK 580-564-6880

SANTOS 580-380-2648

DONNY 580-565-9666

SECURITY 580-624-0035

**ONLY TREE LIMBS, BRUSH & LEAVES
FROM MEMBERS PROPERTY ARE ALLOWED**

OKLAHOMA ONE-CALL SYSTEM, INC.

Before You Dig, Call Okie: 1 (800) 522-OKIE (6543)
or Dial 811

Website: <https://www.okie811.org/>

Oklahoma One-Call System, Inc.

Oklahoma One-Call System, Inc. is non-profit, incorporated in the State of Oklahoma in 1979. Call-Okie is a valuable tool used in preventing damages to public services. It is a communication link between the excavators and operators of underground facilities. Call-Okie is a safety and damage prevention program designed to promote public awareness and to eliminate potential hazards posed to excavators, general public, vital underground facilities and the environment, whenever excavation is done.

Safety Statement:

Call-Okie is a safety and damage prevention program designed to promote public awareness, provide a communication link between excavators and operators of underground facilities, and to eliminate potential hazards posed to excavators, the general public, vital underground facilities and the environment whenever excavation is done.

Mission Statement:

To provide quality underground damage prevention and communication services for excavators, operators and owners in the Great State of Oklahoma.

Oklahoma One Call System, Inc.
2831 NW 59th St.
Oklahoma City, Oklahoma 73112
(405)840-9955

NOTE: For marking of Water and Sewer Lines, call the Oak Ridge P.O.A. Office during business hours to make an appointment. (Monday thru Friday, 8am - 4:30pm, 580-564-3751).

This is your RESPONSIBILITY!!!!

NOTICE OF RULES AND FINE SCHEDULE

TO HOMEOWNERS OF THE OAKRIDGE PROPERTY OWNER'S ASSOCIATION

These are the following rules as approved by the Oakridge Property Owners Board of Directors.

- 1. Speeding and/or reckless driving will not be tolerated.** The maximum speed in Oak Ridge subdivision is 25 miles per hour. After the first written warning the fine is \$100.00 for every occurrence.
- 2. All posted traffic signs within the Oakridge Subdivision must be obeyed.** After the first written warning, the fine is \$50.00 for each violation.
- 3. No person shall stop, stand or park a vehicle, except when necessary to avoid a conflict with other traffic or traffic-control sign, in any of the following places:**
 - a. On a sidewalk
 - b. Within a street in such a manner or under such conditions as to prohibit the free movement of vehicular traffic or in such a position as to block the driveway entrance to any abutting property;
 - c. Within an intersection;
 - d. Within forty-five (45) feet of an intersection;
 - e. Between a safety zone;
 - f. At any place where official signs prohibit stopping standing or parking;
 - g. No person shall park a vehicle on the property of another without the consent of the owner of the property or his agent;
 - h. No person shall park a vehicle on the roadway unless it is parked on the far right-hand portion of the road and is facing in the proper direction of travel.

After the first written warning, the fine is \$50.00 for every occurrence.

4. Parking for certain purposes prohibited:

No person shall park his vehicle upon any street for the principal purpose of:

- a. Displaying the vehicle for sale;
- b. Displaying advertising or displaying merchandise;
- c. Washing, greasing or repairing the vehicle except repairs necessitated by an emergency.

After the first written warning, the fine is \$50.00 for every occurrence.

S. Dogs must be on a leash at all times in the subdivision.

After the first written warning; 2nd offense \$50.00 fine; 3rd offense \$100.00 fine. After the 3rd offense, The Marshall County Animal Control Department will be called to remove your dog(s).

NOTICE OF RULES AND FINE SCHEDULE

TO HOMEOWNERS OF THE OAKRIDGE PROPERTY OWNERS ASSOCIATION

- 6. Dogs must have a current rabies vaccination certificate and tag on the dog.**
After the first written warning; 2nd offense, \$50.00 fine and notice given to the Marshall County Animal Control Department; 3rd offense \$100.00 fine and The Marshall County Animal Control Department will be called to remove your dog.
- 7. Excessive Barking will not be tolerated.**
After the first written warning; 2nd offense, \$50.00 fine; 3rd offense, \$100.00 fine.
- 8. Vandalism by the residents, their guests, or their children will result in being billed for the damages plus being fined.**
1st offense, \$100.00 fine plus damages; 2nd offense, \$500.00 fine plus damages
- 9. Use of Fireworks of any sort and discharge of firearms will result in fines as follows:**
1st offense, \$100.00 fine plus damages; 2nd offense, \$150.00 fine plus damages; 3rd offense, \$500.00 fine plus damages.
- 10. Unpaid Maintenance Dues-If property owners continue to use amenities when they are not current with their dues the penalties include:**
After the first written warning; 2nd offense, \$50.00 fine; 3rd offense \$100.00 fine.
- 11. Violations of the Covenants and Restrictions (if you do not have a copy, you may obtain one in the Office), will be enforced. A \$25.00 per day fine will be applicable until Property Owner comes into compliance. Other legal remedies are available including court orders and damages. This fine will be applied with written notice after a verbal warning. Common violations that will be addressed; trash piles of brush and trees; damage to roads during construction; no improved driveways, metal storage buildings in excess of 320 square feet;
roadways onto property without culverts and drains per Covenants.**

ALL THE ABOVE FINES WILL BE ADDRESSED TO THE PROPERTY OWNERS. FAILURE TO PAY WILL INCLUDE A CESSATION OF MEMBERSHIP PRIVILEGES AND OTHER LEGAL REMEDIES.

Revised and Approved by the ORPOA Board of Directors on 09/08/2022

Oak Ridge Property Owner's Association, Inc.
11920 Oak Ridge Dr., Kingston, OK 73439
Office: (580) 564.3751
ORPOA@laketexomaokridge.com

Architectural Control Committee Construction Approval Form

Name of Property Owner(s): _____ Lot#: _____

Mailing Address: _____

Street: _____ City: _____ State: _____

Home#: _____ Work#: _____ Other#: _____

Contractor Name: _____ Contractor Cell #: _____

Contractor Address: _____ City: _____ State: _____

Construction Commencement Date: _____ Estimated Completion Date: _____

I UNDERSTAND THE FOLLOWING *SEE GUIDELINES AS WELL:*

1. The structure must be approved by the Architectural Control Committee and must be, in their opinion within the harmonious architectural schemes of the Development. It must advance to the highest and best developmental use of the property.
2. This approval form is valid from six (6) months from date of acceptance.
3. Any improvement (other than fences) commenced upon a lot shall be completed, as to exterior finish and appearance, within twelve (12) months from the commencement date.
4. No fence shall be constructed which creates a safety hazard and must be completed within three (3) months of commencement date.
5. A \$1,000.00 deposit must be made with the ORPOA to ensure that the Covenants and Restrictions are followed when construction occurs. All damages to common properties and fines levied against you (if applicable) will be deducted out of deposit. If damages including but not limited to; roads, other properties, utilities, facilities, etc. exceed the \$1,000.00 deposit, the property owner is liable for the total cost of the repair. This deposit may or may not cover all the damages assessed during member construction. Upon construction completion, if Covenants and Restrictions and construction requirements are complied with and no damages or fines occurred, the member may apply for a building deposit refund.
6. All required documents must be submitted for approval.
7. Drawings, site plans, floor plans, exterior elevation, etc. must be to scale.
8. The house must be connected to the central sewer and water prior to occupancy.
9. Should any sewer or water lines need to be moved by the ORPOA, it will be at the owner's and/or builder's expense.
10. The Architectural committee can only approve improvements that are in compliance with existing restrictive covenants for member accounts in good standing. *An approval on improvements not meeting the requirements of the restrictive covenants will not act as a waiver of the restrictive covenants.*
11. I have read and will abide by the ORPOA Covenants and Restrictions. I also affirm by my signature that my plans comply with these Covenants and Restrictions.

12. It is my responsibility to see that all construction and improvements are within the applicable easements building lines and on the proper lot(s)
13. I am liable for any damage to the subdivision roads, utilities, facilities, etc. which occur as a result of my or anyone in my employment to improve my lot(s).
14. All improvements MUST be approved BEFORE construction begins.
15. Failure to submit the proper paperwork and receive approval by the committee may result in a \$100 fine against the member or removal of structural or improvement.

SPECIFICATIONS FOR NEW CONSTRUCTION

Home Square Feet: Square feet of covered floor area, exclusive of all porches, garages, or breezeways attached to the main dwelling (see Covenants and Restrictions): _____ square feet.

Foundation: Slab _____ Pier& Beam: _____ Other: _____

Type of Roof _____

Walls: Modular: _____ Stud Walls: _____ Other: _____

Window Construction: _____ Door Constructions: _____

Exterior: Brick/Rock Type & Color: _____

Under Skirting Type: _____

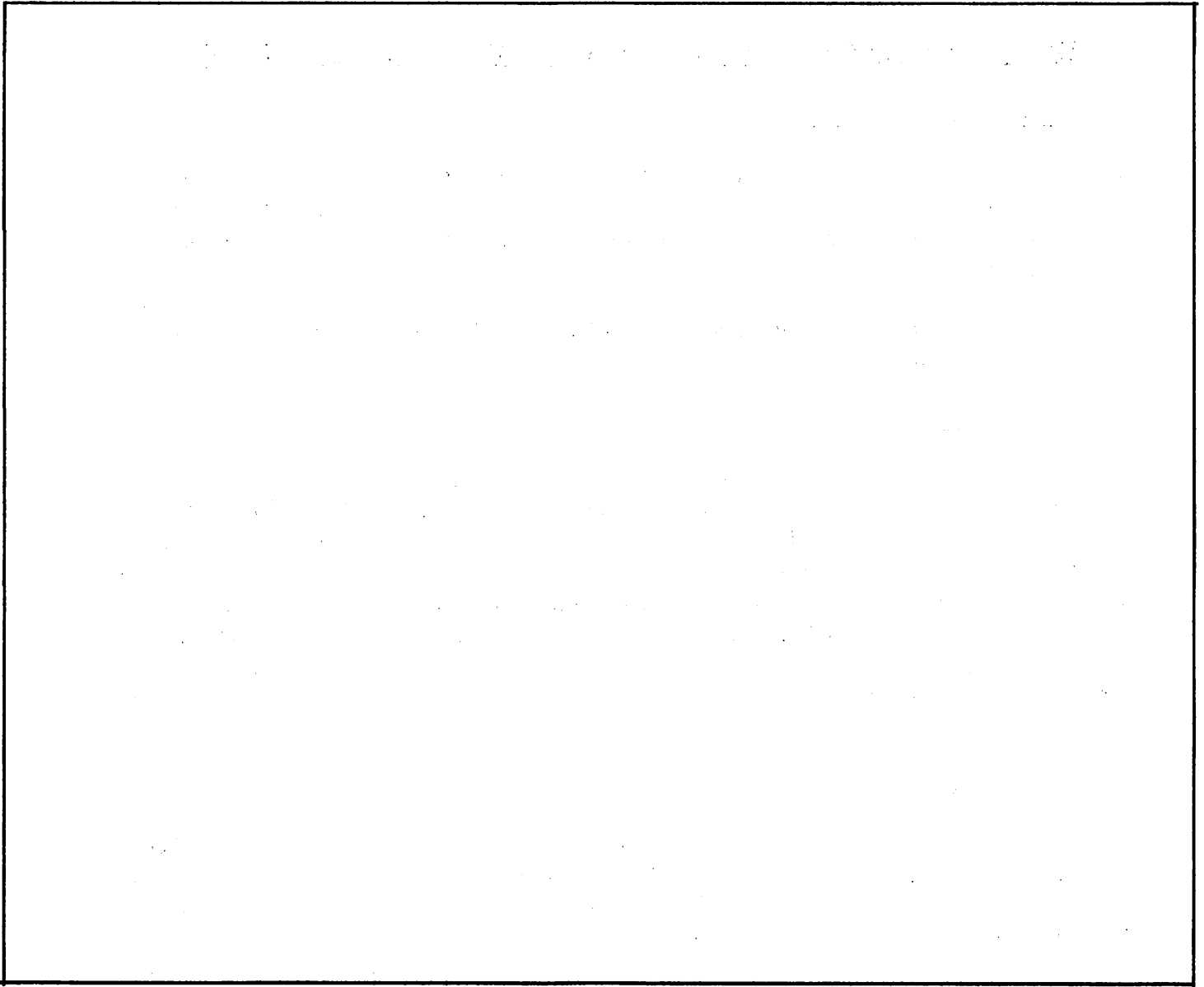
Siding Type & Color: _____

Driveway Material: _____

(NOTE: only paving bricks, asphalt, or concrete is approved).

Sketch of exterior elevation (how the structure appears as to roofline, foundation, windows & doors)

., Sketch of site plan (location of structure on lot indicating number of feet from all sides of property lines):



Property Owner's Signature

Property Owner's Signature

Date

Architectural Control Committee:

Approved: ____ Disapproved: ____ Date Received: _____ Date Reviewed: _____

Signatures: _____

ORPOA ARCHITECTURAL CONTROL COMMITTEE GUIDELINES

1. LOT IMPROVEMENT OR STRUCTURES

No improvement or structure of any nature shall be erected, placed or altered on any lot until the construction plans, specifications and a plot plan (showing the location of such improvements on the lot) have been submitted to and approved by the Architectural Control Committee. Any improvement (other than fences) commenced upon a lot shall be completed, as to exterior finish and appearance, within 8 months from the commencement date. ***NOTE: Failure to submit the proper paperwork and receive approval by the Architectural Control Committee may result in a \$100 fine against the ORPOA member.***

2. UTILITY AND DRAINAGE EASEMENTS

There is a ten (10') foot wide utility and drainage easement along the front and rear lot lines and a five (5') foot utility and drainage easement along the side lot lines of each lot within the Subdivision with a frontage of 60' feet or more and a 3' foot easement along the side lot lines of lots of less than 60' feet. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with installation and maintenance of utilities or which may change, obstruct or retard the flow of water through drainage channels in such easements. The easement area of each lot shall be maintained by the owner of the lot, except for those improvements for which a public authority or utility company assumes responsibility.

3. BUILD LINES

No improvement (other than fences) shall be constructed on any lot within twenty (20') feet of the front lot lines, within ten (10') feet from the rear lot lines, within ten (10') feet of side lot lines adjacent to roads, within five (5') feet along the side lot lines of interior lots. No improvement shall be constructed within twenty (20') feet of any power lines except that fences may be constructed within ten (10') feet of such power lines. All utility lines must be clearly marked by the utility company's prior to construction of fences.

4. RESIDENTIAL FOOTAGE

Each residential dwelling constructed on any lot with the Subdivision shall contain a minimum of one thousand six hundred (1600) square feet of covered floor area, exclusive of all porches, garages or breezeways attached to the main dwelling. No residential dwelling or structure on any lot shall exceed (2) stories in height. All homes must have at least a one (1) car enclosed garage & if built on pier and beam foundation, be under skirted with materials architecturally compatible with the exterior walls of the dwelling.

5. GARAGE AND STORAGE BUILDINGS

No storage building, garage or other improvement may be constructed on any lot until after construction of a residential dwelling has commenced and approval of such improvement received from the Architectural Control Committee. No prefabricated or metal storage building shall exceed three hundred twenty (320) square feet in area. All homes must have at least a (1) car enclosed garage.

6. DRIVEWAYS

Driveways shall be required on improved lots and shall be constructed of a permanent wearing surface. Culverts, if required by the board of directors, for driveways on lots shall be mandatory and shall be at least twelve (12') feet in length and twelve (12") inches in diameter with a concrete or brick headwall on both ends of the culvert. Greater dimensions may be required by the Committee to meet specific drainage requirements. The headwall shall extend six (6") inches above the culvert, eighteen (18") inches diagonally on either side of the culvert and have a thickness of at least eight (8") inches.

7. FENCES

No fence shall be constructed which creates a safety hazard. The height, color, location, material to be used and type of fencing must be approved in writing by the Architectural Control Committee prior to commencing construction and must be completed within three (3) months from commencement date.

By my signature/s I affirm I have read this document.

Property Owner's Signature

Property Owner's Signature

Date

**Oak Ridge Property Owner's Association
Architectural Control Committee
Building Deposit Form**

Upon filling out the Approval Form For Site Built Home, Out Buildings and Fences, there is a requirement of a **\$1,000.00** deposit either to be made by you the owner or the contractor you have hired to build for you (Deposit required for home building only unless specified by committee). The deposit is put up front so if there is any damage to the subdivision roads, utilities, facilities, etc., you the owner or contractor are responsible for the cost of damage, if any such damage should occur. If damages including but not limited to; roads, other properties, utilities, facilities, etc. exceed the \$1,000.00 deposit, the property owner is liable for the total cost of the repair. After the site is completely finished and all the equipment, trucks, builders, contractors etc., are off the property and the place of building is completely clean and there is no damage done to any of the above mentioned, or any of the property, you the owner or contractor will receive a check from ORPOA for reimbursement of the deposit that you made.

During the building process, if any damage occurs, the cost of the damage will be deducted from the deposit. After building is completed, if the materials and trash are left and the area is not completely cleaned, the amount will be deducted from the deposit for all cleaning costs.

Upon making this deposit, the check will be put through the bank to ensure proper payment back to you and to the ORPOA if any damage is done. Once the property has been inspected and no damage has occurred and the building site is completely cleaned, you will be reimbursed the full amount of the deposit.

During inspection of the property, if there is damage done, or the area is not cleaned, the fee for repairing the damage and/or cleaning the area by the ORPOA will be deducted from the deposit and you will be reimbursed the remaining balance, if any.

Name of Contractor (Print): _____

Address: _____

Phone Number: _____

Owner's Name (Print): _____

Address: _____

Phone Number: _____ Oak Ridge Lot# _____

Deposit Amount \$ _____ Date: _____ Cash: _____ Check# _____

Who made Deposit (Print): _____

Signature: _____

OKLAHOMA ONE-CALL SYSTEM, INC.

Before You Dig,

Call Okie: 1-800-522-Okie

or Dial 811

Website: <http://www.callokie.com/>

Oklahoma One-Call System, Inc.

Oklahoma One-Call System, Inc. is non-profit, incorporated in the State of Oklahoma in 1979. Call-Okie is a valuable tool used in preventing damages to public services. It is a communication link between the excavators and operators of underground facilities. Call-Okie is a safety and damage prevention program designed to promote public awareness and to eliminate potential hazards posed to excavators, general public, vital underground facilities and the environment, whenever excavation is done.

Safety Statement:

Call-Okie is a safety and damage prevention program designed to promote public awareness, provide a communication link between excavators and operators of underground facilities, and to eliminate potential hazards posed to excavators, the general public, vital underground facilities and the environment whenever excavation is done.

Mission Statement:

To provide quality underground damage prevention and communication services for excavators, operators and owners in the Great State of Oklahoma.

Oklahoma One Call System, Inc.
2831 NW 59th St.
Oklahoma City, Oklahoma 73112
(405)840-9955

NOTE: For marking of Water and Sewer Lines, call the Oak Ridge P.O.A. Office during business hours to make an appointment. (Monday thru Friday, 8am - 4:30pm, 580-564-3751).

This is your RESPONSIBILITY!!!!

Oak Ridge Property Owner's Association, Inc.

11920 Oak Ridge Dr. Kingston, Ok 73439

Office (580) 564-3751 Fax (580) 564-9672

To Oak Ridge Property Owner's Association Architectural Control Committee:

I understand and accept the terms set forth by the committee, allowing me to build a fence on my property line. Water, Sewer, and all utility lines are to be marked before construction begins. Any damage now or if repairs are necessary in the future. (Water, Sewer, etc.). I will be responsible for removal and replacement offence as necessary.

Signature _____

Date _____