

**INDEXED &
COMPARED**

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



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I-2023-002353 Book 1237 Pg 8
08/14/2023 10:00am Pg 0008-0013
Fee: \$28.00 Doc: \$0.00
Gloria Salazar - Marshall County Clerk
State of OK

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 suitable 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:

1. 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.

- (3) The Property Owners Association shall appoint an Architectural Control Committee (hereinafter called "the Committee"), composed of two 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 tin or asbestos exterior siding, 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 borne 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, Oklahoma Department of Environmental Quality, and the Property Owners Association Architectural Committee. 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 offences.
- (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 (12) 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 improved/developed 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 improved/developed lot within the Subdivision. In the event any such 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. Fires maintained in a fire pit are allowed; however, said fire pits must be enclosed or raised off the ground surface. The Property Owner's Association is not liable for any accident regarding the use of fire pits. There must be a clearance of a minimum of 50 feet from any trees, structures, or any combustible materials. The burn pit should be in a 2' hole with dirt built up around it to contain the fire from spreading. **Remove any grass or weeds from the area.** You can choose to use dirt as the base of your firepit. You can also add a layer of sand and then a fireproof material. Gravel, Lava rocks, fire pit glass or silica, paving stones, or bricks are all safe options. No fire pit shall be placed on or near a wood deck. If winds are above 5 MPH one should not burn if the county is in a county or statewide burn ban due to drought conditions absolutely no burning. Fine for burning during a county burn ban: \$500/fine & up to 1 year in jail. Fine for burning during Statewide burn ban: \$5000/fine & up to 5 years in jail. You can contact the sheriff's department or your local fire chief to find out if such a ban is in effect. All firepits shall be watched while the burn is going with some source to extinguish or control the fire if needed (ex. tractor or water source). No control burn should be unintended at any time.
- (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) Firearms permitted for varmints causing a nuisance to property excluding deer & turkeys. Ariel fireworks are 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 on 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: August 13, 2022


Oak Ridge Board of Directors, President

STATE OF OKLAHOMA , County of Marshall, SS

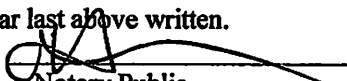
Before me, the undersigned, a Notary Public in and for said County and State.
On this 14 day of August, 2023 Personally appeared.

Michiel Barker

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 1-5-2026,
Date


Notary Public

