

Tulsa County Clerk - Michael Willis
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# ARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIDGEWOOD

Now, therefore, the Undersigned, being the owners of the lots identified by each lot number and by each name, having such authority to amend any covenant or term contained in such Declaration of Covenants, Conditions and Restrictions, originally filed August 8, 1984, in Book 4809 at page 1685, and subsequently amended on February 25, 1985, in book 4809 at page 1760, hereby amends and modifies the Declaration of Covenants, Conditions and Restrictions as set forth below.

The Declaration of Covenants, Conditions and Restrictions are hereby amended as follows:

### SECTION 5.02. Rental of Lots

No lot shall be rented or leased or otherwise occupied by persons without the occupancy of the owner or the owner's immediate family, except in its entirety together with the unit located on it, and pursuant to a written lease or rental agreement that expressly makes the occupancy subject to the provisions of the governing documents and that expressly makes a breach of the governing documents a default under the lease or rental agreement. No unit shall be rented or leased without the rental or lease of the unit on which it is located; the term "lot" in this section refers to both the lot and the unit located on it. The Board may, by subdivision rule, prescribe the form of the provisions required to this section to be included such leases or rental agreements. The occupancy of a lot, by other than the owner or such owner's immediate family, shall be reported to the Board within ten (10) days of the commencement of such occupancy, and a copy of the written Rental Agreement Release shall be concurrently furnished to the Board. Any occupant of a lot shall be bound by the requirements and duties as set forth in the governing documents, except that the occupants other than the owner shall not be personally liable for the provisions of this declaration for the payment of assessments other than delinquency assessments. Any monetary obligations incurred by any non-owner occupant to the Association under this declaration for the subdivision rules, shall also be the personal obligation of the owner of the lot so occupied, and may be levied against such owner as an assessment. No lot may be subleased per any lease or rental agreement of a lot assigned in whole or in part without the compliance this section. No lot may be used as an Air B&B or any short-term monthly rental or a daily rental. It is expressly understood and acknowledged by any lot owner that the lot owner is legally and financially obligated to the Association for any action, damage or breach of rules by any Nonowner Occupant. No more than ten percent (10%) of the combined lots of Ridgewood may be utilized for rental units. Should any owner desire to convert the owner's unit to a rental unit, the owner must make a formal application to the board for approval of the rental. The Board will review the application and make the determination if the unit may be utilized as a rental under these covenants. The owner further agrees to provide the Board with not only a copy of the lease or rental agreement, but contact information, including emergency contact information for any non-owner occupant renting or utilizing the rental unit. Failure to provide this information constitutes a breach of the declaration of covenants, conditions and restrictions of Ridgewood and may subject the owner to fines and legal action by the Board.

No unit may be utilized as an Air Bed and Breakfast or any other short-term rental of less than six (6) months.

SECTION 5.04 G. Pets. All pets outside of the members unit shall be on a leash. No members pet shall be allowed to roam free of restraint in the common areas or areas outside the members unit. Any members having pets are required to clean up any waste deposited by said pet. Each member shall be responsible for any action, damage, or injury caused by any members or members invitee's pet. Any member having a pet must take all steps necessary to ensure that the pet does not violate the quiet enjoyment of the other members due to any nuisance or noise caused by said pet. Any members with a pet will be responsible to address any nuisance complaint reported to the Board. The Board reserves the right to restrict any pet that is dangerous or in the opinion of the Board presents a nuisance or danger to other members or the members guests or invitees.

SECTION 6.02. <u>Classes of Membership</u>. The Association shall have one class of membership, that being class A, which represents all lot owners in Ridgewood.

## SECTION 8.01. Creation of Personal Obligation and Lien for Assessments.

- B. <u>Creation of Lien</u>. Each assessment, plus interest, late charges, costs, cost of collection, and Attorneys' fees, whether a lawsuit is initiated or not, provided by this Declaration shall be a personal charge against the lot owner and a continuing lien upon the lot against which the assessment is made from the date of the notice of assessment is Recorded or Presented to the lot owner, as provided in subsection C of this section. The Board may pursue any legal action necessary to enforce and collect on any outstanding assessments and dues.
- D. <u>Assessment Lien Termination</u>; Extension. Assessment liens as to any lot, other than lots for which a notice of satisfaction release of Lien has been recorded, shall continue in full force and effect until said lien is satisfied and released. Said assessment lien will not terminate or expire until an affirmative act is rendered by the Board Members of the Homeowners Association or their legal representative executing a release of said lien.

SECTION 8.02. <u>Funds</u>. The Association shall maintain proper accounts for all funds received by Ridgewood for all dues and assessments regular or special. Said accounts may be established in a manner approved by the Board Members of the Ridgewood. The Board Members may establish one or more accounts to hold designated or special funds as the Board Members may deem just and proper.

#### SECTION 8.03. Assessments

B. <u>Special Assessments</u>. The Association may during each physical year levy and assessment called "a special assessment" when the maximum regular assessments appears likely to prove inadequate due to non-payments or delinquencies and payments of regular assessments; or for the payment or reimbursement in whole or in part of the cost of acquisition, construction, reconstruction, repair or replacement of capital improvements to the common area, whether such

improvements or real or personal property, or for the payment of attorneys fees and costs necessary to pursue any legal action or defend any legal action affecting the common areas or the collecting of any dues or assessments. Special assessments may also be utilized for the retiring of any indebtedness of the Association.

SECTION 8.04. Delinquency and Enforcement of Lien.

- A. <u>Delinquency</u>. Any assessment provided for in this Declaration, whether levied monthly, quarterly or otherwise that is not paid when due is delinquent. The Association may require any owner who has not paid an assessment within Fifteen (15) days after its due date, to pay a late charge, in an amount which the Board of the Ridgewood Homeowners Association, Inc. may prescribe. Set amount shall not exceed fifteen percent (15%) of such delinquent assessment or the maximum allowed by law whichever is greater. This provision for late charges is designed to encourage the prompt payment of assessments when due and to compensate the Association for the loss of revenue of the untimely payment for the assessments. The collection of the late charge for any owners late payment of assessment shall not prevent the Association from pursuing any other remedy provided for by this Declaration or by the laws of the State of Oklahoma. The decision by the Board Members of Ridgewood Homeowners Association, Inc., or its representative to waive the collection of the late payment set forth herein, shall not operate as a waiver for the collection of any other late payment by the member or any other member of the Association.
- B. <u>Interest on Overdue Assessments</u>. Any assessment not paid within ten (15) days after its due date shall accrue interest from the due date at the maximum interest rate allowable under Oklahoma law. The Board Members of the Ridgewood Homeowners Association, Inc., may set a lesser rate in the form of a uniformly charged interest rate for such overdue assessments. Such late charges shall constitute an additional assessment, collectible together with the assessment for which they were charged. Said interest-rate shall continue to accrue until all overdue assessments, expenses and late charges are paid, regardless of whether or not legal action is filed or a judgment is rendered.

## SECTION 8.04. <u>Delinquency and Enforcement of Lien</u>. C. <u>Remedies</u>. 2. A. [Deleted]

SECTION 9.03 A. Each owner shall maintain and repair: (i) the unit interior and restricted common area, chimney and drywall, accepting the exterior surface and the load bearing structural element of such Owner's Unit, Garage and Restricted Common Areas; (ii) doors (except for exterior finish), fences, windows (including the frame an overall seal as well as the glass), skylights, and other glass and light passing surfaces, and screens, serving only such Owner's Unit, Garage and Restricted Common Areas; (iii) any air conditioning, heating, plumbing, electrical, water heater, or other mechanical system serving such owner's individual lot; (iv) water and sanitary sewer lateral serving such Owner's Unit, Garage and Restricted Common Areas; (v) all portions of the lot and exterior of the unit and Owner's Unit, Garage and Restricted Common Areas, reserved exclusively to the lot that the Association has not expressly required to be maintain; and (vi) all improvements installed by such owner to Owner's Unit, Garage and Restricted Common Areas that are not replacements of original construction.

SECTION 9.03 B. As to the fence maintenance referenced in paragraph 9.03 A., Owner shall be responsible for the care, maintenance, repair and replacement of fences abutting his or her respective unit. Owner shall ensure that all fencing is repaired or replaced with the same material as removed to provide continuity of look and aesthetics for the subdivision as a whole. Any fences abutting an area which is clearly delineated as a common area will be repaired and maintained by the Association as set forth in paragraph 9.04.

SECTION 10.01. C. 1 (f) <u>Delegation to Committee</u>. The Board Members of the Ridgewood Homeowners Association, Inc. may delegate its authority under this article to a subcommittee(s) for any legitimate purpose the Board deems appropriate.

SECTION 13.07. [Deleted]

SECTION 13.08. [Deleted]

## SECTION 15.01. Amendment or Repeal

A. Amendment or Repeal. Any amendment to this Declaration adopted in accordance with this section shall become effective upon the recordation of a certificate of the President or any Vice President of the Association, or the Declaration of the sole owner, if there is only one owner, setting forth in full the amendment so approved, including any repeal provision, and certifying that the amendment has been approved by the required majority or percentage vote of all, or if applicable a specified class of owners. Such a recorded certificate shall be sufficient evidence of the truth of the matters stated therein and shall preclude the requirement of an execution of the certificate or any other instruments by any percentage of eligible owners to evidence such amendment. Subject to this section, amendments may be adopted by vote of a majority of the owners, including not less than sixty-five percent (65%) of any owners whose maintenance responsibility or his assessment share a ratio will be increased by such amendment; provided, however, that the percentage of voting power necessary to amend a specific provision of this Declaration shall not be less than the percentage of affirmative votes prescribed for action to be taken under that provision.

All other terms and conditions set forth in the Declaration of Covenants, Conditions and Restrictions not in conflict with these amendments will remain in full force and effect, not inconsistent with this modification.

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