



WHEREAS, Declaration of Covenants, Conditions, and Restrictions of Oakridge Ranch Section Six Colorado County, Texas was recorded in Volume 249, Page 336 of the Official Records of Colorado County, Texas (the "Section 6 Restrictions"), covering Oakridge Ranch Section Six, as described by plat recorded in Instrument No. 192 of the Plat Records of Colorado County, Texas (the "Section 6 Property");

WHEREAS, Declaration of Covenants, Conditions, and Restrictions of Oakridge Ranch Section Seven Colorado County, Texas was recorded in Volume 253, Page 656 of the Official Records of Colorado County, Texas (the "Section 7 Restrictions"), covering Oakridge Ranch Section Seven, as described by plat recorded in Instrument No. 1056 of the Plat Records of Colorado County, Texas (the "Section 7 Property");

WHEREAS, Declaration of Covenants, Conditions, and Restrictions of Oakridge Ranch Section Eight Colorado County, Texas was recorded in Volume 256, Page 773 of the Official Records of Colorado County, Texas (the "Section 8 Restrictions"), covering Oakridge Ranch Section Eight, as described by plat recorded in Instrument No. 1525 of the Plat Records of Colorado County, Texas (the "Section 8 Property");

WHEREAS, Declaration of Covenants, Conditions, and Restrictions of Oakridge Ranch Section Nine Colorado County, Texas was recorded in Volume 268, Page 789 of the Official Records of Colorado County, Texas (the "Section 9 Restrictions"), covering Oakridge Ranch Section Nine, as described by plat recorded in Instrument No. 3773 of the Plat Records of Colorado County, Texas (the "Section 9 Property");

WHEREAS, Declaration of Covenants, Conditions, and Restrictions of Oakridge Ranch Section Ten Colorado County, Texas was recorded in Volume 283, Page 465 of the Official Records of Colorado County, Texas (the "Section 10 Restrictions"), covering Oakridge Ranch Section Ten, as described by plat recorded in Instrument No. 5302 of the Plat Records of Colorado County, Texas (the "Section 10 Property");

WHEREAS, the Section 1, Section 2, Section 3, Section 4, Section 5, Section 6, Section 7, Section 8, Section 9, and Section 10 Restrictions shall be collectively referred to herein as the "Restrictions";

WHEREAS, the Section 1, Section 2, Section 3, Section 4, Section 5, Section 6, Section 7, Section 8, Section 9, and Section 10 Properties, along with any amended plats or replats thereto, shall be collectively referred to herein as the "Property" or the "Subdivision";

WHEREAS, pursuant to the Restrictions, a majority of owners of tracts within each section of the Subdivision may amend the Restrictions and desire to do so by this Declaration;

WHEREAS, the undersigned owners of tracts within the Subdivision desire to amend the Restrictions for the benefit of the present and future owners of the Property; and

WHEREAS, when recorded, this Declaration fully restates, replaces, and supersedes the Restrictions.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that it is hereby declared (i) that all of the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, liens, and charges, which are for the purpose of preserving the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and which shall inure to the benefit of each owner thereof; and (ii) that each contract or deed that may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions regardless of whether or not the same are set out or referred to in said contract, or deed:

**1. DEFINITIONS.**

- a. "ACC" means the Architectural Control Committee established in this Declaration.
- b. "Association" means and refers to The Oak Ridge Improvement Association, Inc., a Texas nonprofit corporation.
- c. "Board" means the Board of Directors of the Association.
- d. "Declaration" means this First Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Oakridge Ranch Sections 1-10.
- e. "Dedicator Instruments" means this Declaration and the certificate of formation, bylaws of the Association, rules of the Association, and standards of the ACC, as amended.
- f. "Residence" means a site built home designed for and used as a dwelling including a barndominium.
- g. "Structure" means other buildings except a residence.
- h. "Tract" means any lot or parcel of land within the Property shown as a subdivided lot on any Plat of the Subdivision, together with all Improvements located on the lot or parcel.
- i. "Owner" means the Person(s) holding fee-simple interest in any portion of the Property, but does not include the holder or holders of any mortgage or deed of trust covering any portion of the Property given to secure payment of a debt.
- j. "Property" or "Subdivision" means Section 1, Section 2, Section 3, Section 4, Section 5, Section 6, Section 7, Section 8, Section 9, and Section 10 Properties, along with any amended plats or replats thereto.
- k. "Restrictions" means Section 1, Section 2, Section 3, Section 4, Section 5, Section 6, Section 7, Section 8, Section 9, and Section 10 Restrictions.

- I. "Emergency" means an urgent, unexpected, and usually dangerous situation that poses an immediate risk to health, life, property, or environment and requires immediate action.

## **2. LAND USE.**

All tracts will be used solely for single family residential use, except as otherwise provided herein.

No Tract may be used for purposes of conducting any business, trade, manufacturing, commercial or similar activity, apparent or detectable by sight, sound or smell from outside a Tract. Business activity must be consistent with the character of the Subdivision, and not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents within the Subdivision. The terms "business" and "trade," as used in this section, will be construed to have their ordinary, generally accepted meanings and will include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provisions of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration. Notwithstanding the foregoing, no ranching, farming, gardening or home office business (which is conducted solely within the residence) is prohibited.

No tract may be leased for the purpose of hunting.

The following will not be permitted on any Tract: a cemetery, a church (but a private or family chapel is not prohibited), waste disposal sites, landfills, dumping grounds for rubbish or accumulation of discarded appliances and furniture. No outside toilet will be installed or maintained on any Tract (portable toilets are allowed during construction), and all plumbing will be connected with a sanitary septic tank or other system approved by Colorado County and the State of Texas or other governmental authority.

## **3. SHORT TERM LEASING PROHIBITED.**

No Tract may be leased for any purpose other than single-family residential purposes. Single-family residential purposes do not include, and expressly excludes, a lease for transient housing (including, but not limited to, a hotel, motel, tourist home, tourist court, lodging house, inn, rooming house, bed and breakfast, vacation rental such as Airbnb, VRBO, etc., or corporate lodging), for a duration of less than ninety (90) days.

The lease must be in writing. The name of the tenant and the start and end dates of the lease must be provided to the Association prior to the commencement of the lease term. The start and end dates of any renewal agreement must also be provided to the Association.

The Owner must provide the lessee with copies of the Dedicatory Instruments as a condition of entering into the lease. The lease shall provide that the tenant and all occupants of the leased Tract are bound by and obligated to comply with the Dedicatory Instruments.

The Owner of a leased Tract is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Dedicatory Instruments against the Owner's tenant. The Association is not liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the Dedicatory Instruments against the Owner's tenant.

No Tract may be occupied by more than one (1) single-family.

In addition, short-term rental activity prohibited under this Declaration will be considered a continuing violation if the Tract continues to be advertised for lease periods shorter than the minimum term set forth herein.

Failure by the tenant or the tenant's invitees to comply with the Dedicatory Instruments will be deemed to be a default under the lease. When the Association notifies an Owner of such Owner's tenant's violation, the Owner will promptly obtain his tenant's compliance or exercise his rights as a landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord for the default, including eviction of the tenant, subject to the terms of the Declaration.

The Board is authorized to grant exceptions to the requirement that a lease be for a period of at least ninety (90) days in instances of substantial hardship. Examples of substantial hardship include, by way of example and not by limitation, the need for short-term housing due to a fire or other casualty event or an unexpected delay in the construction of a home necessitating short-term housing. The Board has the exclusive authority to determine whether such an exception is granted and its determination is binding on all parties. The provisions do not apply in instances where an Owner sells his or her Tract and delivers the Tract to the buyer according to a temporary residential lease form promulgated by the Texas Real Estate Commission.

The term "leasing" as used in herein means occupancy of a Tract by any person other than the Owner, for which the Owner received consideration or benefit.

The term "single-family" as used herein means any number of persons related (i) within the second degree of consanguinity; (ii) within the second degree of affinity; or (iii) by a legal guardianship, living with not more than two (2) people who are not so related as a household unit.

#### **4. BUILDING LOCATION.**

##### **Section 1 Property**

All site-built homes, mobile homes, motor homes, recreational vehicles, campers, cabins, tents and any other residential units shall be located not less than fifty feet (50 ft.) from the front property line of any Tract within the Section 1 Property.

### **Section 2-10 Properties**

For any Tract within Section 2-10 Properties, all mobile homes, motor homes, recreational vehicles, campers, cabins, tents and any other temporary or mobile structures shall be located so as to be hidden from view and out of sight from the road. Any of the above should be in maintained condition and not left in a state of disrepair or dilapidated.

Site-built homes shall be located not less than two hundred feet (200 ft.) from the front property line of any Tract within Section 2-10 Properties.

### **Section 8 Lot 1 Property**

For Lot 1, as shown on the plat for the Section 8 Property, which shall be located not less than fifty feet (50 ft.) from the front property line of such Tract.

#### **5. TRACT MAINTENANCE.**

Every Tract, including, without limitation, any and all improvements and Structures on any Tract, shall be maintained in a clean, neat, and attractive condition, as determined by the Board in its sole discretion. No garbage, trash, unlicensed vehicles, or rubbish of any kind shall be allowed or permitted to accumulate on any Tract. All personal property shall be located behind the residence and out of sight from the road.

#### **6. PRIVACY FENCING.**

Fences constructed as "privacy fences" are permitted, provided that such fencing shall be located not less than one hundred and fifty feet (150 ft.) from the property line of any Tract. No privacy fencing may be located on the property line of any Tract.

#### **7. PETS, LIVESTOCK, AND POULTRY.**

The term "livestock" will mean and include horses, mules, donkeys, cows, goats, sheep, emus, ostriches, and llamas. Pets, livestock, and poultry may be kept, bred, and maintained on any Tract under the following conditions:

- a. All pets, livestock, and poultry must be restrained or confined to an Owner's Tract by fence or other means.
- b. Herd counts should not exceed state recommendations defined in State of Texas Agriculture Exception Definitions.
- c. No more than one (1) hog or swine may be bred, kept, or maintained on any Tract, and may only be bred, kept, or maintained for personal consumption or show competition.
- d. No more than five (5) poultry animals per acre may be kept or raised on any Tract, and may only be kept or raised for personal consumption or show competition.
- e. Commercial stables are not permitted on any Tract.

- f. Commercial feed lots are not permitted on any Tract.
- g. Commercial dog kennels are not permitted on any Tract.
- h. Each Tract shall be maintained in such a manner as to prevent health hazards and shall not be offensive to the neighboring tracts.

**8. BUILDING TYPES.**

Site-built Homes and barndominiums shall be constructed of new materials and have a minimum of twelve hundred square feet (1,200 sq. ft.) of climate-controlled area.

The exterior of all single-family residences shall be constructed of brick, steel, stone, stucco, masonry veneer, concrete, log or cedar as approved by the Architectural Control Committee. All single-family residences shall be designed in a traditional or contemporary style.

Barns and outbuildings must be constructed of new materials and be placed on the tract in such a manner so as not to detract from the residential character of the property.

The Architectural Control Committee is authorized, in its sole discretion, to grant a deviation from the requirements of these restrictions.

**9. GARBAGE AND REFUSE DISPOSAL.**

No portion of the Property shall be used as a waste disposal site, landfill, or dumping ground for rubbish or accumulation of unsightly materials of any kind, including without limitation, broken or rusty equipment, disassembled or inoperative cars and discarded appliances and furniture. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers for the storage or other disposal of such material shall be kept in clean and sanitary condition and screened from view from adjacent Tracts and roadways.

No portion of the Property shall be used for a junk yard, wrecked car storage or disposal, or salvage yard operation. The terms "wrecked car storage or disposal" and "salvage yard operation" shall mean a commercial enterprise or business which derives a material portion of its income from the dismantling of wrecked, damaged or decommissioned vehicles in order to sell parts or scrap metal from such vehicles.

**10. ARCHITECTURAL CONTROL COMMITTEE.**

- a. Establishment
  - i. Purpose. The ACC is established as a committee of the Association to assist the Association in ensuring that all Residences, and Structures within the Subdivision are aesthetically compatible and conform to this Declaration and any other Dedicatory Instruments.
  - ii. Members. The ACC consists of at least three (3) persons appointed by

the Board. The Board may remove or replace an ACC member at any time. A person may not be appointed to serve on the ACC if the person is a current member of the Board, a spouse of a current member of the Board, or a person residing in the household of a current member of the Board.

- iii. Term. ACC members serve until replaced by the Board or they resign.
- iv. Standards. Subject to Board approval, the ACC may adopt standards that do not conflict with the other Dedicatory Instruments to carry out its purpose.

b. Plan Review

- i. Required Review by ACC. No Residence may be erected on any Tract, unless an ORIA Landowner Request to the Architectural Control Committee Plan and Specifications Approval Request form and two complete sets of elevation or site plans have been submitted to and approved by the ACC. The plans must show location of the Residence. One set of all submitted documents will be returned to the Owner or his or her builder upon the approval by the ACC.
- ii. Procedures.
  - A. Complete Submission. Within thirty (30) days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.
  - B. Deemed Approval. If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within thirty (30) days after complete submission, the submitted plans and specifications are deemed approved.
  - C. Inspections. The ACC shall have the right to designate one of its members or an agent of the ACC to enter onto a Tract or Property for purposes of inspecting, from time to time during any construction period, any Residence being constructed thereon to ensure compliance with approved plans and specifications.
- iii. Appeal. An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within five (5) days after the ACC's action. The Board shall determine the appeal within ten (10) days after timely notice of appeal is given. The determination by the Board is final.
- iv. Records. The ACC will maintain written records of all requests

submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made.

- v. No Liability. The Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

**11. Mobile Homes, Travel Trailers, Temporary Buildings, and Recreational Vehicles.**

No mobile homes, mobile home parks, temporary buildings, or manufactured homes may be parked, used, or placed on a Tract. One (1) recreational vehicle or travel trailer, not used as a dwelling, may be kept on a Tract provided it is screened from view from adjacent Tracts and roadways. No Tract will be used for the leasing of parking spaces for recreational vehicles or mobile homes. Notwithstanding anything in the foregoing to the contrary, children's playhouses, dog houses, greenhouses, gazebos, and buildings for storage of equipment will not be prohibited.

If, on the effective date of this Declaration, any manufactured home is situated on a Tract in violation of this section, such pre-existing condition shall continue to be allowed until such time as the manufactured home falls into disrepair, as determined by the Board in its sole discretion, or is permanently removed. Repair to and replacement of any such manufactured home shall be allowed. The term "permanently removed" as used herein is defined as any term longer than thirty (30) days.

The Board is authorized, in its sole discretion, to grant a variance from this section and allow the use of a manufactured home as a residence in a hardship case.

**12. PROHIBITION OF OFFENSIVE ACTIVITIES.**

No noise or other nuisance shall be permitted to exist or operate upon any portion of the Subdivision so as to be offensive or detrimental to any other portion of the Subdivision or to its occupants.

No exterior lighting of any sort will be installed or maintained on a Tract where the light source is offensive or a nuisance to neighboring property.

No activity, whether for profit or not, shall be conducted on any Tract which is not related to single family residential purposes, unless said activity meets the following criteria: (a) no additional exterior sign of activity is present, (b) it is the type of action that usually happens in a home, (c) no additional traffic, that would not be there normally is created, (d) nothing dangerous is present; and (e) does not create a nuisance or annoyance to any other portion of the Subdivision or to its occupants.

Quiet Time starts at 10 p.m. and continues until 7 a.m. Quiet Time means there shall be no loud music or other disturbances. The emission of noise over 75 decibels (dB) shall be a violation of this restriction.

The Board shall have the sole and absolute discretion to determine what constitutes a nuisance, an annoyance, or a disturbance.

**13. RESUBDIVISION.**

No Tract may be further subdivided.

**14. ACCESS TO ADJOINING PROPERTY OUTSIDE THE SUBDIVISION.**

No Tract may be used as an access easement for a road to a tract outside the Subdivision with the intent to develop that outside tract and utilize the existing roads in the Subdivision.

**15. DRIVEWAYS.**

Driveways shall be constructed of all-weather materials. A minimum eighteen-inch (18 inch) culvert in the road ditch is required.

**16. EASEMENTS.**

The Association has easements for the installation and maintenance of any and all utilities and drainage facilities as shown on the plats of the Subdivision. The easements are for the purpose of installing, using and maintaining public utilities. The easements are for the general benefit of the Subdivision and the Owners and are reserved and created in favor of all utility companies serving the Subdivision. The Association has an easement over and across all parkways, roads and common areas shown on the plats of the Subdivision. The access easements shown on the plats of the Subdivision are for the exclusive use of the Association.

**17. THE OAK RIDGE IMPROVEMENT ASSOCIATION**

a. Organization. The Association is a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles of Incorporation and Bylaws or in this Declaration. Neither the Articles of Incorporation nor Bylaws will for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

b. Membership of Association. Any person who is or who becomes an Owner will automatically become a Member of the Association. Membership will be appurtenant to and will run with the ownership of the Tract that qualifies the Owner for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the Tract.

c. Voting Rights. Each member shall be entitled to one (1) vote for each Tract owned. When more than one (1) person holds such interest or interests in any tract, all such persons shall be members, and the vote for such tract shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any tract.

d. Powers and Functions of the Association. The Association will have the powers of a Texas nonprofit corporation, subject only to the limitations expressly set forth in this Declaration. It will further have the power to do and perform any and all acts that may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association and the Board, acting on behalf of the Association, will have the following powers and authority:

- i. Enforce and collect all dues, liens, and other amounts payable to the Association.
- ii. Collect and expend the Maintenance and Recreation Fund, in the interest of the Subdivision.
- iii. Enforce these covenants and restrictions by appropriate proceedings.
- iv. Maintain the common roads in the Subdivision in a smooth, passable condition free from obstructions.
- v. Maintain any and all recreational facilities constructed by the Association for the benefit of all property owners in the Subdivision.
- vi. Hold annual election of board members.

**18. MAINTENANCE AND RECREATION FUND.**

- a. Annual Dues. Each Owner, whether it shall be so expressed in a Deed or other conveyance, is deemed to covenant and agree to pay the Association the annual dues, established and collected by the Board. Until changed by the Board, the annual dues shall be SIX HUNDRED Sixty AND NO/100 DOLLARS (\$660.00) per Tract. The Board may change the annual dues, but no change in any annual dues shall exceed more than ten percent (10%) of the annual dues charged for the prior year without the approval of at least 67% of the Members of the Association. Any increase to the annual dues shall be justified by providing Owners an annual budget substantiating any increase at least sixty (60) days prior to the effective date of the increase. All dues, and charges levied pursuant to this Declaration, together with such interest thereon and costs of collection thereof, is a charge on the land affected thereby and is secured by a continuing lien which is hereby reserved in favor of the Association upon each tract against. Each such annual dues shall also be the personal obligation of the person who was the owner of the tract at the time when each such assessment became due and payable.
- b. Purpose of Dues. The annual dues levied by the Board shall be used exclusively for the purpose of creating a fund for the improvement and maintenance of the Subdivision (the "Maintenance and Recreation Fund"). The Board shall use the Maintenance and Recreation Fund for expenses incurred for any of the following reasons: maintenance of the private road and operation and maintenance of recreational facilities. The Board's decisions shall be final as to the use of the Maintenance and Recreation Fund and the members of the Board shall be free

from liability for actions within the Board's function unless gross negligence is proven.

Dues received in excess of fiscal year expenditures shall be deposited in a Capital Improvement Account and reported as such to the landowners on the Association's Balance Sheet. This Capital Improvement Account shall be a separate banking account from the routine operating bank account. The Board may access from the Capital Improvement Account up to 20% of the annual operating budget to fund capital improvements per fiscal year. The Board may not access more than 20% of the annual operating budget from the Capital Improvement Account in any fiscal year without first obtaining approval of at least 67% of the Members present at a Emergency Meeting called for such purpose. Such Emergency Meeting would not be restricted to the 10 day notice and agenda posting requirement as specified otherwise in the By-Laws.

An Owner is liable to the Association for damage to the private road caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

- c. Collection. The annual dues shall be payable annually on or before the first day of June.
- d. Effect of Nonpayment. Any dues which are not paid when due shall be delinquent. If the annual dues is not paid within thirty (30) days after the due date and no payment arrangements have been approved by the Board, any unpaid dues shall bear interest from the date due at the rate of eighteen percent (18%) per annum, and the Board, on behalf of the Association, may bring an action at law against the Owner or foreclose the lien against the Tract and interest, costs and reasonable attorney's fees for any such action shall be added to the amount of such dues.

**19. TERM.**

These covenants and restrictions shall run with the land, and shall be binding on all parties and all persons claiming under them for a period of Ten (10) years from the date these covenants are recorded with the County Clerk of Colorado County, Texas, after which time such covenants shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by the Owners of 67% of Tracts has been recorded, agreeing to change such covenants in whole or in part or to revoke them.

**20. ENFORCEMENT.**

Enforcement of these covenants and restrictions may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain such violation or proposed violation or to recover damages. Such enforcement may be by the Association. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**21. SEVERABILITY.**

Invalidation of any one of these covenants or restrictions by judgments or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

**22. EXCEPTIONS TO LOT 8-1.**

Lot 8-1, as shown on the plat for the Section 8 Property may be used by the Association for the maintenance and storage of equipment reasonably necessary for maintaining common areas, road and utility rights of way and real property within the Subdivision. The Association will have the right to construct or locate upon Lot 8-1 improvements as are necessary to accomplish these purposes, in the sole discretion of the Board.

**23. OWNERS CONTACT INFORMATION.**

All Owners' contact information (i.e., names, mailing addresses, email addresses, phone numbers, etc.) shall be shared between the three organizations within the Subdivision those being the Association, Oakridge Ranch Wildlife Management Association ("ORWMA") and Oakridge Volunteer Fire Department ("OVFD").



- (2.) file the original in the Secretary of State's office; and
- (3.) return the copy to the registered agent.

The registered office of the corporation named in the statement shall be changed to the new street address of the registered agent on the filing of the statement by the Secretary of State.

ARTICLE II

MEMBERSHIP

Section 1. Classes. The membership shall be of the classes as defined in the Declaration of Covenants for Oak Ridge Ranch Subdivision by Sabine Investment Company of Texas, Inc. dated March 21, 1996, recorded in Vol. 191, Page 306, Official Public Records of Colorado County, Texas, reference to which is here made for a more complete description, or as hereafter amended. Sabine Investment Company of Texas, Inc., or its successors in interest, as the developer shall have the right to add additional properties to be subject to the Improvement Association by the subsequent filing of Declaration of Covenants so stating.

Section 2. Voting Rights. The members shall have the voting rights set forth in the Declaration of Covenants referred to in Section 1 above.

ARTICLE III

MEMBERSHIP MEETINGS

Section 1. Place. Meetings of the members shall be at the Oak Ridge Ranch Community Center, 1904 Oakridge Road, Weimar, Texas 78962, or at such other place as shall be designated in the Notice of Meeting.

Section 2. Annual Meeting. An annual meeting of the members shall be held on the First Saturday of June in each year, beginning with the year 2000, at the hour of 10:00 O'clock, A.M., for the purpose of electing Directors and for the transaction of other business that may come before the meeting. If the day fixed for the annual meeting shall be on a legal holiday in the State of Texas, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the date designated herein for any annual meeting or any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as possible.

No person who is a member of The Oak Ridge Improvement Association, Inc. who is in arrears in the payment of dues or assessments or who is otherwise delinquent in the payment of dues or assessment by The Oak Ridge Improvement Association. shall be eligible to hold office as an officer or director of The Oak Ridge Improvement Association. Inc.

Section 3. Special Meetings. Special meetings of the members shall be called by the President or two (2) members of the Board of Directors, or members having not less than one-tenth (1/10) of the votes which may be cast at any meeting.

Section 4. Place of Meeting. The board of Directors may designate any place within the State of Texas as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the Registered Office of the Corporation in the State of Texas, but if all of the members shall meet at any time and place and consent to the holding of the meeting, such meeting shall be valid without call or notice, and at such meeting, any corporate action may be taken.

Section 5. Notice. Annual Meeting -no notice of the annual meeting is required. Special Meeting - written or printed notice stating the place, day and hour of any special meeting of members shall be delivered, either personally or by mail to each member entitled to vote at such meeting, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by the direction of the President, or the Secretary, or the officers or persons calling the meeting. In case of a special meeting or when required by Statute or these By-

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Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of the meeting shall be deemed to be delivered when deposited in the United States Mail addressed to the member at his address as it appears in the records of the Corporation, with postage thereon prepaid.

Section 6. Quorum. The members holding thirty three percent (33%) of the votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice.

Section 7. Proxies. At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy will be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Section 8. Voting by mail or electronic ballot. All votes to be cast by the members may be conducted by mail or electronic ballot in such a manner as the Board of Directors shall determine. Any vote cast in an election or vote by a member must be in writing and signed by the member, except in an uncontested race.

#### ARTICLE IV

##### BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Corporation shall be managed by its Board of Directors, sometimes referred to in the Declaration of Covenants, Conditions and Restrictions of Oak Ridge Ranch Subdivision as the Oak Ridge Improvement Committee (ORIC). Directors need not be members of the Corporation.

Section 2. Number, Tenure and Qualifications. There shall be a minimum of five (5) Directors. Tenure shall be 2 years. Terms shall be staggered so that all Director positions are not filled in a single year. To maintain staggered terms, at any Director election at which all five (5) Director positions are up for election, the term office of the two (2) Directors receiving the highest number of votes shall be 2 years and the term of office of the three (3) Directors receiving the next highest votes shall be one year. Each year thereafter, the Directors shall serve for 2 year terms. In the event of two or more persons receiving the same number of votes, the current Board of Directors shall determine the initial staggered terms by vote of the Directors. Each Director shall hold office until his successor shall have been selected and qualified.

Section 3. Regular Meetings. A regular annual meeting of the Board of Directors shall be held without notice other than this By-Law, immediately after, and at the same place as, the annual meeting of the members. The Board of Directors may provide by Resolution the time and place for the holding of additional regular meetings of the Board without other notice than such Resolution.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meetings of the Board called by them.

Section 5. Notice. Notice of any special meeting of the Board of Directors may be given at least two (2) days previously thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail so addressed with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at any 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 because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice of waiver of notice of such meeting, unless specifically required by law or by these By-Laws.

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Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, the Directors present, by unanimous action, may adjourn the meeting from time to time without further notice.

Section 7. Manner of Acting. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these By-Laws.

Section 8. Vacancies. Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of Directors shall be filled by the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 9. Compensation. Directors as such shall not receive any stated salaries for their services, but nothing herein contained shall be construed to preclude any Director for serving the Corporation in any other capacity receiving compensation therefor.

Section 10. Informal Action by Directors. Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors.

Section 11. Nomination. The Board of Directors shall appoint a Nominating Committee composed of members of the Corporation, and it shall be the duty of the Nominating Committee to nominate and have placed before the annual membership meeting a list of nominees for the Board of Directors to be voted on at the Annual Meeting in accordance with Article IV, Section 2 of these by-laws. Nominations may be made from the floor at the annual meeting by any member.

Section 12. Election. Each member of the Corporation shall cast the number of votes held by him for the number of terms expiring in that year as specified in Article IV, Section 2. The nominees receiving the highest number of votes shall be elected as Directors.

Section 13. Interpretation. In the event of any uncertainty in the meaning or application of these By-Laws, the aforesaid Declaration of Covenants or of any other document, rule or regulation governing The Oak Ridge Improvement Association, Inc., the Directors, insofar as possible under applicable law, shall interpret the language in question and such interpretation shall be binding upon the Corporation and its members.

ARTICLE V

OFFICERS

Section 1. Officers. The officers of the Corporation shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of the President and Secretary.

Section 2. Election and Term of Office. The officers of the Corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby.

Section 4. Vacancies. A vacancy in any office because of death, resignation, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President shall be the principal executive officer of the Corporation and shall in general supervise and control all of the business and affairs of the Corporation. He shall preside at all meetings of the members and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws or by Statute to some other officer or agent of the Corporation; and in general he shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Vice President. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in order of their election) shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or Board of Directors.

Section 7. Treasurer. If required by the Board of Directors, the Treasurer shall have a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions Of Article VII of these By-Laws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 8. Secretary. The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; give all notices in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records; keep a register of the post office address of each member which shall be furnished to the Secretary by each member; and, in general, perform all duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 9. Assistant Treasurers and Assistant Secretaries. If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries in general shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Directors.

## ARTICLE VI

### COMMITTEES

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees, each of which shall consist of two or more Directors, 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 Corporation. However, no such committee shall have the authority of the Board of Directors in reference to amending, altering, or repealing the By-Laws; electing, appointing, or removing any member of any such committee or any Director or officer of the corporation; amending the Articles of Incorporation; adopting a Plan of Merger or adopting a Plan of Consolidation with other corporation; authorizing the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the Corporation; authorizing the voluntary dissolution of the Corporation or revoking proceedings there-for; adopting a plan for the distribution of the assets of the Corporation; or amending, altering, or repealing any resolution of the Board of Directors which by its term provides that it shall not be amended, altered, or repealed by such Committee. The designation and appointment of any such Committee and the delegation thereto of authority shall not operate to relieve the Board of Directors or any individual Director, of any responsibility imposed on it or him by law.

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Section 2. Other Committees. Other Committees not having and exercising the authority of the Board of Directors in the management of the Corporation may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such Committee shall be members of the Corporation, and the President of the Corporation shall appoint the members thereof. Any members thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Corporation shall be served by such removal.

Section 3. Term of Office. Each member of a Committee shall continue as such until the next annual meeting of the members of the Corporation and until his successor is appointed, unless the Committee shall be sooner terminated, or unless such member be removed from such Committee, or unless such member shall cease to qualify as a member thereof.

Section 4. Chairman. One member of each Committee shall be appointed Chairman by the person or persons authorized to appoint the members thereof

Section 5. Vacancies. Vacancies in the membership of any Committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 6. Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a Committee, a majority of the whole Committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the Committee.

Section 7. Rules. Each Committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

ARTICLE VII

CONTRACTS CHECKS DEPOSITS AND FUNDS

Section I. The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances.

Section 2. Checks and Drafts. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or other officer, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Corporation.

Section 3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation.

ARTICLE VIII

BOOKS AND RECORDS

Section I. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, and Committees having any of the authority of the Board of Directors, and shall keep at the Registered or Principal Office in this State a record giving the names and addresses of the members entitled to vote. All books and records of the Corporation may be inspected by any member or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE IX

DUES

The members of the Corporation shall be subject to such assessments as provided in the above mentioned Declaration of Covenants which assessment shall be paid as is also provided in said Declaration of Covenants.

ARTICLE X

WAIVER OF NOTICE

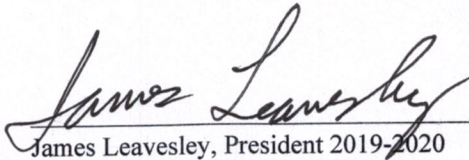
Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act or under the provisions of the Articles of Incorporation or by the By-Laws of the Corporation, a Waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI

AMENDMENTS TO BY-LAWS

These By-Laws may be altered, amended, or repealed and new By-Laws may be adopted by a majority of the Directors present at any regular meeting or at any special meeting, if at least two (2) days written notice is given of an intention to alter, amend, or repeal these By-Laws or to adopt new By-laws at such meeting.

The By-laws of The Oak Ridge Improvement Association, Inc. were amended in a special meeting of the Board of Directors on May 18, 2020. The Directors did approve and adopt this document.

  
James Leavesley, President 2019-2020

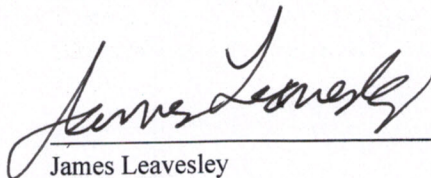
5/22/2020  
Date

These By-Laws are effective upon recordation in the Public Records of Colorado County, and supersedes any bylaws which may have been previously in effect. All other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

The Oak Ridge Improvement Association, Inc. in a special meeting did approve and adopt this document.

EXECUTED this 22<sup>nd</sup> day of May 2020.

By:

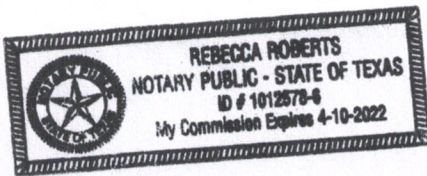
  
James Leavesley  
President  
The Oak Ridge Improvement Association, Inc.  
1904 Oakridge Road  
Weimar, TX 78962

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STATE OF TEXAS §  
§  
COUNTY OF COLORADO §

BEFORE ME, the undersigned authority, on this day personally appeared James Leavesley, President of THE OAK RIDGE IMPROVEMENT ASSOCIATION, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and she executed same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 22 day of May 2020



*Rebecca Roberts*  
Notary Public in and for the State of Texas

STATE OF TEXAS COUNTY OF COLORADO  
I hereby certify that this instrument was FILED on the date and time stamped hereon by me; and was duly RECORDED to the Volume and Page of the OFFICIAL RECORDS of Colorado County, Texas and stamped hereon by me, on

FILED FOR RECORD  
COLORADO COUNTY, TX  
2020 MAY 22 PM 12:33  
KIMBERLY MENKE  
COUNTY CLERK

1913

MAY 22 2020



*Kimberly Menke*  
KIMBERLY MENKE  
COUNTY CLERK, COLORADO COUNTY, TEXAS

After Recording Return to:  
The Oak Ridge Improvement Association,  
Inc.  
1904 Oakridge Road  
Weimar, Texas 78962

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