

OWNER'S CERTIFICATE AND RESTRICTIONS

TO

Block 37 and 38, inclusive, The Greens, Section 8, a subdivision of a part of the E 1/2 of the SE/4, Section 15, Township 13 North, Range 4 West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma.

KNOW ALL MEN BY THESE PRESENT:

That the undersigned, R B M, Inc., a corporation, certified that it is the owner and the only person or persons, firm or corporation having any legal title interest in and to all of Block 37 and 38, inclusive, The Greens, Section 8, as shown and embraced by the plat of said addition recorded in Book 48 of Plats, at Page 5, records of Oklahoma County, State of Oklahoma. (Val Verde East)

For the purpose of providing an orderly development of the entire addition above described, and for the purpose of providing adequate restrictive covenants for the mutual benefit of ourselves, and our successors in title to the said premises, we the owners do hereby impose the following restrictions and reservations on the above described plat of Blocks 37 and 38, inclusive, The Greens, Section 8, to which it shall be incumbent upon all successors in title to adhere, and any person or persons, corporation, trust, partnership or other entity whatsoever, hereafter becoming the owner either directly or indirectly through subsequent transfer, or any manner whatsoever, of any lot or lots, block or blocks, included in said plat, shall take, hold and convey the same subject to the following, to-wit:

4-1a. All lots in this subdivision shall be used for single family residence purposes and for no other purpose. No building or structure of any kind whatsoever shall be erected or maintained on any lot except a private dwelling house designed for occupancy by a single family in its entirety except as set forth in 1b.-

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1b. Secondary structures such as an outdoor kitchen, cabana, storage building and/or any other structure other than the private dwelling requires Board approval.

1c. No in-ground swimming pools shall be constructed without a city permit. Any "above ground" swimming pool is subject to Board approval.

1d. No fences are allowed if: a) taller than eight (8) feet and/or, b) in front of the front elevation of the home. Anything else requires Board approval.

3-2. Single family residences erected in said addition may be one-story, one and one-half story, split level or two-stories in height.

4.3. No building shall be located on any lot or building site nearer to the front property line than the Building Limit Line as shown on the recorded plat. The minimum distance between the building and the side property line shall be determined by the formula: the sum of the side yard dimensions (total free space on both sides of the building) shall be no less than 15% of the width of the lot or building site at the front building line, however no building shall be located less than five (5) feet from any property line and in no case will the owner of a lot be required to locate his building more than seven and one-half (7 ½) feet from the side property line.

For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another site.

5.4. No residence shall be erected or placed on any building site of less than one lot, but may be erected on a site consisting of more than one lot. Except Lot 13, Block 38 may be subdivided into two lots. Any cost such as abstracts, engineering and legal fees resulting from the subdividing of said lot shall be paid by owner.

6.5. No building structure shall be erected or altered on any building site or lot in this addition until the building plans specifications, and plot plan showing the location of such building, have been approved in writing as to the conformity and harmony of external design with existing structures in the subdivision, and as to the location of the building with respect to topography and finished ground elevation by a Building Committee composed of Thomas S. Morris, Raymond L. Wright and Thomas G. Morris, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee or its designated representative with like authority fails to approve or disapprove such design and location within 30 days after said plans and specification have been submitted to it, or in any event, if no suit to enjoin the erection of such building, or the making of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be necessary and this covenant will be deemed to have been fully complied with. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The power and duties of the committee and its designated representatives shall cease on or after January 1, 1998. Thereafter the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots or building sites in this addition, and duly recorded in the land records of said county, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by the committee.

7-6. No business, trade, garage sale or similar activity shall be carried on upon any lot or building site in the addition. No noxious or offensive activity shall be carried on upon any lot or building site, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood. The "No Business" provision includes rentals of home or any part of the property for long or short-term.

No trash or garbage cans or receptacles of any kind shall be left in sight, except on city scheduled pick-up days.

No cows, horses, or other livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, nor maintained for any commercial purpose.

No trash, ashes or other refuse may be thrown or dumped on any vacant lot in the addition. Each owner of a vacant lot is required to keep said lot in presentable condition or the Building Committee may, at its discretion, now said lot, trim trees, remove trash or refuse, the cost of which the owner of any such lot shall pay to the Building Committee upon demand and until paid such cost shall constitute a lien against any such lot.

Merely listing the home address with the secretary of state as a registered agent does not constitute a "business" or "trade" activity.

Estate sales upon the death of a Val Verde resident or permanent hospitalization or institutionalization are permitted if the responsible party signs the Agreement provided by the Homeowner Board's President and subject to Board approval. The Estate Sale must be conducted by a professional licensed and bonded liquidator. Approval must be obtained at least 30 days prior to the sale date. The form is available on the Val Verde Homeowner website. The sale can only be for three (3) days on a Friday, Saturday, and Sunday.

8-7. No structure or building of a temporary character, including, but not limited to, any trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot or building site at any time as a temporary or permanent residence. No camper, mobile home, boat, house trailer, or commercial truck of any kind, including a panel truck or pickupboat, or any vehicle of any kind except a private passenger automobile shall be parked between the hours of 1:00 A.M. and 8:00 A.M. in the front of a residence or on any portion of any lot in the addition unless such vehicle is parked completely to the rear of the front wall of the amin-main building located on said lot and screened from view from the street on whiewhich said lot fronts and, in the case of a corner lot, unless such vehicle shall be screened from view from the side street on which the lot abuts. No vehicle shall be parked at any time upon the yard of any residence or upon any portion of a lot other than a permanently hard-surfaced area or driveway. See also Paragraph 1(b) above.

No basketball backboard shall be erected or maintained in the front yard, in the streets, or attached to the front of any residence in the addition, all other basketball backboard locations must be approved in writing by the Building Committee.

No antenna, pole, or similar item, shall be erected or maintained on any residential lot or building site in the addition which extends more than five (5) feet above the peak of the residence.

9-8. No structure of any kind which would impede or obstruct the natural flow of water shall be placed within the banks or bed of any creek or stream of water within the addition or below the 100 year flood line. No trash, grass clippings or debris shall be dumped or placed within the banks of any such creek or stream of water or upon any vacant lot within the addition. The owner of each lot shall be responsible for the proper maintenance of the banks and bed of the portion of any creek or stream of water that is located within the boundaries of the lot. Each lot owner shall keep the creek or stream channel within the lot clear of obstructions.

Violations will be reported to the City and the Department of Environmental Quality and subject to fines. If the Homeowner's Board pays for the work to be completed, the lot owner shall reimburse the Board upon demand.

10-9. The single family residences constructed on all lots within the addition shall contain a minimum of twenty-five hundred (2,500) square feet of floor space. In computing the square footage of floor space of a residence, the basement, open porches, carports and garages shall be excluded.

11-10. No living until shall be constructed on any lot in the addition unless it has an attached garage with a capacity sufficient for at least two cars.

12-11. The outside wall structure of the ground floor living area of any residence in the addition shall be at least 75% brick veneer, stone, or masonry approved by the Building Committee in writing.

~~13.— No building shall be erected on any lot unless it shall have a wood shingle roof. However, this restriction shall not prevent the submission of specifications and plans for other types of roof covering to the Building Committee mentioned herein, for approval of said deviation. In the event approval is granted, in writing, by the Building Committee, the type of roof covering so approved may be used.~~

12. Only high-end metal, high-end tile, or high-end composites can be used as roofing materials. Any and all solar panels are subject ot Board approval in writing. Any and all solar panels shall not be installed without written Board approval.

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~~44-13~~. No building of any nature shall be permitted in the easements reserved for utilities, and there shall be no retaining wall permitted in easements unless approved by the Building Committee in writing.

~~45-14~~. All utility services shall be underground for as long as such underground facilities are available from the supplier and the owner of each lot shall provide facilities to take and receive such services by means of properly installed underground services lines.

~~46-15~~. The covenants, restrictions and conditions herein contained shall run with the land and shall extend to and be binding upon the undersigned, its successor and assigns and all parties and person claiming by, through or under them until January 1, 1998, after which time said covenants, restrictions and conditions shall be automatically extended for successive periods of ten ~~(9)~~10 years unless a majority of the then owners of the lots included in said addition present at the annual board meeting agree to change or revoke said covenants, restrictions and conditions, in whole or in part, by an instrument in writing executed by them and filed for record not less than one (1) year prior to the beginning any such ten (10) year extension period.

~~47-16~~. If any person or persons shall violate or attempt to violate any of the covenants, restrictions or conditions herein set forth, any person or persons owning any real property situated ~~in~~ said addition shall have the right to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, restrictions or conditions to prevent a violation thereof or enforce observance or to recover losses or damages for such violations. Any incorporated homeowners association, the members of which are owners of property within the addition, shall also have the right to enforce said covenants, restrictions and conditions. The term "person" as used herein shall include a corporation, trust, partnership or other legal entity.

~~48-17~~. Invalidation of any covenant, restriction or clause herein contained by judgment or court order shall in no wise-way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS THEREOF, the undersigned has affixed its signature this 21st day of August, 20231980.

RBM, Inc. Val Verde Home Owners

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Secretary/President

BY: \_\_\_\_\_  
Vice President