

OWNER'S CERTIFICATE AND RESTRICTIONS

TO

VAL VERDE WEST, a subdivision of the W1/2, SE1/4, Section 15,
Township 13 North, Range 3 West, I.M., known as "VAL VERDE WEST",
An Addition to Oklahoma City, Oklahoma, Oklahoma County, Oklahoma
according to the record plat thereof.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, V.V.W., Inc., a corporation, certifies that it is the owner and the only person or persons, firm or corporation having any legal title interest in and all of the Blocks and Lots inclusive, VAL VERDE WEST, and embraced by the plat of said addition.

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 inclusive, VAL VERDE WEST, 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:

1. 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.
2. Single family residences erected in said addition may be one story, one and one-half story, split level, or two stories in height.
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 of building line; however no building shall be located less than 5 feet from any property line and in no case will the owner of the lot be required to locate his building more than 7-1/2 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.

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. No lot can be fenced on the street side unless the fence is attached to the building structure and maintains the same back as that structure unless architectural committee waives this restriction.
5. No building structure shall be erected or altered on any building site or lot in this addition until the building plans and 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 James B. Dial, Robert B. Maddox, John W. Mayes, and Robert E. Montgomery, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any number 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 specifications 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 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, 1991. 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 record of said county, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by the committee.

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 an annoyance or nuisance to the neighborhood.

No trash or garbage can 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, or 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, mow 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.

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 truck of any kind, including a panel truck or pickup, 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 main building located on said lot and screened from view from the street on which 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 and or any portion of a lot other than a permanently hard-surfaced area or driveway.

No basketball backboard shall be erected or maintained in the front yard 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 residence.

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.

9. The single family residences constructed on all lots in VAL VERDE WEST Phase I and II shall contain a minimum of twenty-six hundred (2600) square feet of floor space. In computing the square footage of floor space of a residence, the basement, open porches, carports and garages may all be excluded.

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

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. Stone above the

eight foot plate shall count toward minimum. Any deviation from this must be approved by the Building Committee.

12. 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 the 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.

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.

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 service lines.

15. The covenants, restrictions, and conditions herein contained shall run with the land and shall extend to and be binding upon the undersigned, its successors and assigns and all parties and persons claiming by, through or under them until January 1, 1991, after which time said covenants, restrictions, and conditions shall be automatically extended for successive periods of ten (10) years unless a majority of the then owners of the lots included in said addition 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 of any such ten (10) year extension period.

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 thereof or to recover losses or damages for such violation. Any incorporated homeowners association, the members of which are owners of property with in the addition shall also have the right to enforce said covenants, restrictions or conditions. The term "person" as used herein shall include a corporation, trust, partnership or other legal entity.

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

18. Each Homeowner in this subdivision shall be a dues-paying member of Val Verde Homeowner's Association, Inc., subject to the following definitions, rules and regulations:

a. For the purpose of this Certificate and Restriction, "Homeowner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot (as defined below) within a subdivision.

b. "Lot" shall mean and refer to any lot shown on the recorded plats of the Properties; provided, however, that where any portion or portions of one or more lots, or one lot and a portion of, or all of another lot shown on the recorded plat, are developed together as a single parcel, with one single-family residence thereon, then such parcel shall be deemed a "Lot" for purposes of these bylaws.

c. Each homeowner shall pay such annual dues and special assessments as are assessed by the Val Verde Homeowner's Association, Inc. The first annual dues shall be in the amount of \$50 per annum, with dues in subsequent years to be set by the Board of Directors of the Association; provided, however, that the Board of Directors may not increase the annual dues by more than ten percent of the prior year's annual dues, without the approval of two-thirds of the votes held by homeowners in the Association. No special assessments shall be assessed and levied by the Association against a Homeowner, unless such special assessments have been approved by a two-thirds majority vote of the votes held by Homeowners.

d. Each homeowner (whether one or more persons or entities) shall be entitled to one vote for each Lot for which he is the record owner. The membership and voting rights of a Homeowner may be transferred to the purchaser of the Lot in the event the Homeowner hereafter sells such lot, subject to the

payment of an administrative transfer fee to be established by the Board of Directors and approved by the majority vote of the Homeowners.

e. In the event that any Homeowner fails to pay his annual dues, or any special assessment approved by the Homeowners, within fifteen (15) days after the due date of such annual dues payment or special assessment payment, then the secretary of the association shall so certify to the Board of Directors, and thereafter such Homeowner shall not be entitled to vote at any meeting until such annual dues or special assessments are paid. The undersigned hereby covenant, and each Homeowner or grantee of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all annual dues and special assessments which together with interest at the rate of eighteen percent (18%) per annum, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property party against which each such assessment is made. Each such assessment together with such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Homeowner of such property at the time when the annual dues or special assessment fell due. Any personal obligation for delinquent annual dues and assessments shall not pass to his successors in title unless expressly assumed by them. The lien of the annual dues and assessments provided herein shall be subordinate to the lien of any first mortgage on any lot or lots within this subdivision. Sale or transfer of any lot or lots shall not affect the assessment lien thereon. The sale or transfer of any lot or lots pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments and annual dues as to payments which became due prior to such sale or transfer, without the necessity of the association being made a party defendant in such mortgage, foreclosure or proceeding. No such sale or transfer shall relieve the lot from liability for any assessments thereafter becoming due or from the lien thereof.

OWNER'S CERTIFICATE AND RESTRICTIONS

TO

See schedule "A" Attached Hereto and Made A Part Hereof

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, V.V.W., Inc., a corporation, certifies that it is the owner and the only person or persons, firm or corporation having any legal title interest in and to all of the Blocks and Lots inclusive, VAL VERDE WEST, and embraced by the plat of said addition.

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 inclusive, VAL VERDE WEST, 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 directly or indirectly through subsequent transfer, or any manner whatsoever, of any lot or lots, block or blocks, included the said plat shall take, hold and convey the same subject to the following, to-wit:

1. 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.

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

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 of the building

line; however no building shall be located less than 5 feet from any property line and in no case will the owner of a lot be required to locate his building more than 7-1/2 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 constructed to permit any portion of a building to encroach upon another site.

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.

5. No building structure shall be erected or altered on any building site or lot in this addition until building plans and 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 James B Dial, Robert B. Maddox, John W. Mayes, and Robert E. Montgomery, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any number 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 specifications 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 have been necessary and this covenant will be deemed to have 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, 1991. Thereafter the approval described in this covenant shall not be required unless prior to the 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 record of said county, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by the committee.

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 an annoyance or nuisance to the neighborhood.

No trash or garbage can 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, or 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, mow 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.

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 truck of any kind, including a panel truck or pickup, 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 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 main building located on said lot and screened from view from the street on which 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 and on any portion of a lot other than a permanently hard-surfaced area or driveway.

No basketball backboard shall be erected or maintained in the front yard 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 residence.

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 owner shall keep the creek or stream channel within the lot clear of obstructions.

9. The single family residences constructed on all lots in VAL VERDE WEST Phase I and II shall contain a minimum of twenty-six hundred (2600) square feet of floor space. In computing the square footage of floor space of a residence, the basement, open porches, carports and garages may all be excluded.

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

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. Stone above the eight foot plate shall count toward minimum. Any deviation from this must be approved by the Building Committee.

12. 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 the 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.

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.

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 service lines.

15. The covenants, restrictions, and conditions herein contained shall run with the land and shall extend to and be binding upon the undersigned, its successors and assigns and all parties and persons claiming by, through or under them until January 1, 1991, after which time said covenants, restrictions, and conditions shall be automatically extended for successive periods of ten (10) years unless a majority of the then owners of the lots included in said addition 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 of any such ten (10) year extension period.

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 thereof or to recover losses or damages for such violation. 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.

17. Invalidity of any covenant, restriction or clause herein contained by judgment or court order shall in no wise affect any of the other provisions which shall remain in full forces and effect.

18. Any addition or alteration to an existing home must have, in writing, approval of either two members of the Val Verde Building Committee or two officers of the Val Verde Homeowners Association.

19. Each Homeowner in this subdivision shall be a dues-paying member of Val Verde Homeowner's Association, Inc., subject to the following definitions, rules and regulations:

a. For the purpose of this Certificate and Restriction, "Homeowner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot (as defined below) within the subdivision.

b. "Lot" shall mean and refer to any lot shown on the recorded plats of the Properties; provided, however, that where any portion or portions of one or more lots, or one lot and a portion of or all of another lot shown on the recorded plat, are developed together as a single parcel, with one single-family residence thereon, then such parcel shall be deemed a "Lot" for purposes of these bylaws.

c. Each homeowner shall pay such annual dues and special assessments as are assessed by the Val Verde Homeowner's Association, Inc. The first annual dues shall be in the amount of \$50 per annum, with dues in subsequent years to be set by the Board of Directors of the Association; provided, however, that the Board of Directors may not increase the annual dues by more than ten percent of the prior year's annual dues, without the approval of two-thirds of the votes held by homeowners in the Association. No special assessments shall be assessed and levied by the Association against a Homeowner, unless such special assessments have been approved by two-thirds majority vote of the votes held by Homeowners.

d. Each homeowner (whether one or more persons or entities) shall be entitled to one vote for each Lot for which he is the record owner. The membership and voting rights of a Homeowner may be transferred to the purchaser of the Lot in the event the Homeowner hereafter sells such lot, subject to the payment of an administrative transfer fee to be established by the Board of Directors and approved by the majority vote of the Homeowners.

e. In the event that any Homeowner fails to pay his annual dues, or any special assessment approved by the Homeowners, within fifteen (15) days after the due date of such annual dues payment or special assessment payment, then the secretary of the association so certify to the Board of Directors, and thereafter such Homeowner shall not be entitled to vote at any meeting until such annual dues or special assessments are paid. The undersigned hereby covenant, and each Homeowner or grantee of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all actual dues and special assessments which together with interest at the rate of eighteen percent (18%) per annum, costs, and reasonable attorney's fees, shall be charged on the land and shall be a continuing lien upon the property party against which each such assessment is made. Each such assessment together with such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Homeowner of such property at the time when the annual dues or special assessment fell due. Any personal obligation for delinquent annual dues and assessments shall not pass to his successors in title unless expressly assumed by them. The lien of the annual dues and assessments provided herein shall be subordinate to the lien of any first mortgage on any lot or lots within this subdivision. Sale or transfer of any lot or lots shall not affect the assessment lien thereon. The sale or transfer of any lot or lots pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments and annual dues as to payments which became due prior to such sale or transfer, without the necessity of the association being made a party defendant in such mortgage foreclosure or proceeding. No such sale or transfer shall relieve the lot from liability for any assessments thereafter becoming due or from the lien thereof.

OWNER'S CERTIFICATE AND RESTRICTIONS

TO

Blocks 37 and 38, inclusive, The Greens, Section 8, a subdivision of a part of the E ½ 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 PRESENTS:

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.

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:

1. 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.
2. Single family residences erected in said addition may be one story, one and one-half story, split level, or two stories in height.
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 of the building line; however no building shall be located less than 5 feet from any property line and in no case will the owner of a lot be required to locate his building more than 7-1/2 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 constructed to permit any portion of a building to encroach upon another site.

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 costs such as abstracts, engineering and legal fees resulting from the subdividing of said lot shall be paid by owner.
5. No building structure shall be erected or altered on any building site or lot in this addition until the building plans and 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

specifications 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 competition thereof, such approval will not be necessary and this covenant will be deemed to have 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 the 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.

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 an annoyance or nuisance to the neighborhood.

No trash or garbage can 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, mow 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.

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 truck of any kind, including a panel truck or pickup, 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 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 main building located on said lot and screened from view from the street on which said lot fronts and, in the case of a corner lot, unless such vehicle shall be screened from the 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.

No basketball backboard shall be erected or maintained in the front yard 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.

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.

9. The single family residences constructed on all lots within the addition shall contain a minimum of twenty-five hundred (2500) square feet of floor space. In computing the square footage of floor space of a residence, the basement, open porches, carports and garages may all be excluded.

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

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.

12. 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.

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.

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 service lines.

15. The covenants, restrictions, and conditions herein contained shall run with the land and shall extend to and be binding upon the undersigned, its successors and assigns and all parties and persons 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 (10) years unless a majority of the then owners of the lots included in said addition 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 of any such ten (10) year extension period.

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 thereof or to recover losses or damages for such violation. 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 or conditions. The term "person" as used herein shall include a corporation, trust, partnership or other legal entity.

17. Individualization of any covenant, restriction or clause herein contained by judgment or court order shall in no wise affect any of the other provisions which shall remain in full forces and effect.

Book 9632 Page 223-323

AMENDMENT

This Amendment to the Owners Certificates is made on the 22nd day of February, 2005, by the owners of Lots/Parcels within the Val Verde East Addition (Sections 7 and 8 to the Greens) to the City of Oklahoma City, County of Oklahoma, State of Oklahoma, according to the recorded plats thereto and described within Exhibit "A", as recorded in the corporate records of the Association, and as evidenced by the signature pages attached hereto.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, for Section 7 to the Greens a Plat was filed at Book 47, Page 12 in the Oklahoma County Clerk's office, and an Owner's Certificate and Restrictions was filed at Book 4520, Page 870 on November 29, 1978;

WHEREAS, for Section 8 to the Greens a plat was filed at Book 48, Page 5 in the Oklahoma County Clerk's Office, and an Owner's Certificate and Restrictions was filed at book 4692, Page 1231 on August 21, 1980;

WHEREAS, for Val Verde West, a platted subdivision within Oklahoma County, an Owner's Certificate and Restrictions was filed at Book 4870, Page 883 on April 29, 1982 that provides for a mandatory homeowners association and includes a paragraph 18 providing therefore;

WHEREAS, the owners of the parcels within the Sections 7 and 8 desire to become members of the association created by the Val Verde West Owner's Certificate.

WHEREAS, the board for the Val Verde Homeowners Association, Inc. has approved the addition of owners within Sections 7 and 8 of the Greens Addition as members of the Association.

WHEREAS, pursuant to 11 O.S. '42-106.1 (D), the record owners of parcels within Section 7 and 8 to the Greens Addition voted to amend the above-referenced covenants for Sections 7 and 8 at a meeting conducted at the **Church of the Servant on N. MacArthur Blvd on the 22nd day of February, 2005 at 7:00 p.m.**, after thirty (30) days written notice of such meeting being mailed to the residence of each and every parcel owner in the residential addition, and the Notice of such meeting being published in the Journal Record no later than 14 days prior to such meeting.

WHEREAS, at such meeting, no less than sixty percent (60%) of the record parcel owners within the addition voted to approve the addition of Section 7 and 8 of the Greens to the existing Association, the ballots of such owners voting to approve being attached hereto.

WHEREAS, copies of the signature pages and/or proxies of such owners are contained in the corporate records of the Secretary of the Association, with copies of the same retained in the files of Matthew L. Winton, Esq. of the firm Vaughn & Winton, PLLC.

WHEREAS, those owners within Sections 7 and 8 of the Greens desiring to immediately become members of the Association have executed and filed a separate Lot Declaration.

NOW THEREFORE, pursuant to 11 O.S. '106.1, the Owners Certificates to Section 7 and 8 of the Greens Addition to the City of Oklahoma City are amended as follows:

Addition of New Covenant Article 18

1. Each owner of a parcel (Lot) within the properties described within Exhibit "A" hereto shall be an automatic and mandatory member of the Val Verde Homeowners Association, Inc. as provided within Section 18 to the Owner's Certificate at Book 4870, Page 883 (the Association Covenant) as provided below. Participation in the neighborhood association created by this amendment shall not be mandatory for persons who are record owners of parcels within the residential addition at the time the amendment is filed of record, but such participation shall be mandatory for all successors-in-interest of the record owners. Membership in the Association shall be governed by the terms of the Association Covenant.
2. The dues amount for those current owners who have executed and filed a Lot Dedication and those mandatory members taking title subsequent to the date of filing this Amendment shall be governed by the Association Covenant. Any change in the dues amount stated above shall occur only by a 60% vote of the record owners of parcels subject to this Amendment.

EXHIBIT "A" – LEGAL DESCRIPTION

ALL LOTS AND BLOCKS WITHIN SECTION 7 TO THE GREENS ADDITION, OKLAHOMA CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER, SECTION 15, TOWNSHIP 13 NORTH, RANGE 4 WEST OF THE INDIAN MERIDIAN, ACCORDING TO THE RECORDED PLAT THERETO.

ALL LOTS AND BLOCKS WITHIN SECTION 8 TO THE GREENS ADDITION, OKLAHOMA CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA, BEING A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER, SECTION 15, TOWNSHIP 13 NORTH, RANGE 4 WEST OF THE INDIAN MERIDIAN, ACCORDING TO THE RECORDED PLAT THERETO.