

~~OWNER'S CERTIFICATE AND RESTRICTIONS~~  
AMENDED COVENANTS, CONDITIONS, AND RESTRICTIONS FOR VAL VERDE,  
A RESIDENTIAL COMMUNITY TO OKLAHOMA CITY, OKLAHOMA

~~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.~~

This Amendment to the Owners Certificates is made on the \_\_\_\_\_ day of \_\_\_\_\_,  
2025 by a sufficient percentage of the owners of Lots/parcels within the Val Verde East Addition  
(Sections 7 and 8 to The Greens) and Val Verde West, to the City of Oklahoma City, County of  
Oklahoma, State of Oklahoma, according to the recorded plats, and as evidenced by the signature  
pages attached hereto.

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:~~

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;

WHEREAS, pursuant to 11 O.S. § 42-106.1(D), the record owners of parcels within Sections 7 and 8 to The Greens Addition voted to amend the above-referenced covenants for Sections 7 and 8;

AND WHEREAS, the lot owners within Section 7, Section 8, and Val Verde West desire to combine, consolidate, and amend their Owner's Certificates into this amendment;

NOW, THEREFORE, the Covenants, Conditions, and Restrictions (the "Covenants") are amended and restated as follows:

#### **Article 1 – Definitions**

**1.1 Addition.** 'Addition' means collectively Val Verde East (Sections 7 and 8 to The Greens) and Val Verde West, as legally described on the recorded plats and any Lot(s) annexed hereafter.

**1.2 Association.** 'Association' means Val Verde Homeowners Association, Inc., an Oklahoma nonprofit corporation, and its successors and assigns.

**1.3 Board.** 'Board' means the duly elected Board of Directors of the Association.

**1.4 Governing Documents.** 'Governing Documents' means these Covenants, the recorded plats, the Owner's Certificates and Restrictions, the Association's Articles of Incorporation, Bylaws, and duly adopted rules, regulations, architectural standards and guidelines, as each may be amended from time to time.

**1.5 Lot.** 'Lot' means any platted lot shown on the recorded plats of the Addition; provided, that where portions of one or more lots are developed together as a single parcel with one single-family residence, that parcel shall be deemed one Lot.

**1.6 Owner.** 'Owner' means the record owner, whether one or more persons or entities, of fee simple title to any Lot.

**1.7 City Code.** ‘City Code’ means the Oklahoma City Municipal Code, as amended from time to time.

**1.8 High-End Roofing.** ‘High-End’ as used for roofing materials means the manufacturer’s top-tier product line for the relevant material category (e.g., premium standing-seam metal, Class 4 architectural composite, or premium tile), appropriate to and harmonious with the architecture of the residence.

**1.9 Home Occupation / Remote Work.** ‘Home Occupation’ (also called ‘home-based business’ or ‘home office’) means a business activity conducted as an accessory use to a residence such that the primary function of the premises remains residential. ‘Remote Work’ or ‘Working From Home’ means an Owner’s off-site employment duties performed within the residence without on-site employees, staff, or outside workers.

**1.10 Solar Panels.** ‘Solar Panels’ means photovoltaic or solar-thermal panels and associated equipment installed on a Lot.

## **Article 2 – Architectural & Use Restrictions**

~~2-~~ **2.1 Single-Family Residential Use.** ~~All lots in this subdivision~~ All Lots shall be used for single family ~~residence~~ residential purposes ~~only and for no other purpose~~. No building or structure ~~of any kind whatsoever~~ shall be erected or maintained on any ~~lot~~ Lot except a private dwelling ~~house~~ designed for occupancy by a single family ~~for that family’s residency only, and not for any temporary, transient, or short-term purpose, except as otherwise expressly permitted herein. in its entirety.~~

**2.2 Secondary Structures.** New construction or remodels of secondary structures (e.g., outdoor kitchen, cabana, storage building, or any structure other than the principal dwelling) require prior written Board approval, which shall not be unreasonably withheld.

**2.3 Swimming Pools.** No in-ground swimming pool shall be constructed without a City permit. Any temporary or permanent swimming pool, including any above-ground pool, is subject to prior written Board approval.

**2.4 Fences.** No fence may exceed eight (8) feet in height or extend in front of the front elevation of the home. Any other fencing requires prior written Board approval.

2.5 Vehicle Protective Covers. Tarps or protective equipment used to shield vehicles from weather are for temporary use only and shall not exceed seven (7) days.

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3- 2.6 Building Height. ~~Single family residences erected in said addition~~ Residences may be one-story, one-~~and~~-one-half story, split-level, or two-stories in height.

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4- 2.7 Setbacks. No building shall be located ~~on any lot or building site~~ nearer to the front property line than the ~~Building Limit Line as~~ building limit line 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). The combined side yards shall be at least fifteen percent (15%) of the Lot width at the front building line, with no side yard less than five (5) feet; in no case shall an Owner be required to locate a building more than seven and one-half (7½) feet from a side property line. 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.~~

2.8 Architectural Projections. ~~For the purpose of this covenant, eaves~~ Eaves, steps and open porches shall not be considered as a part of the building ~~for setback purposes; provided, however, that this shall not be construed to permit any~~ no portion of a building ~~to~~ may encroach upon another Lot site.

5- 2.9 Minimum Lot / Subdivision. No ~~residence dwelling~~ shall be erected ~~or placed~~ on any building site of less than one ~~platted Lot, lot, but may be erected on a site consisting of more than one lot. Except~~ except Lot 13, Block 38 may be subdivided into two ~~lots~~ Lots at Owner's expense. Any cost such as ~~(including~~ abstracts, engineering, and legal fees) ~~resulting from the subdividing of said lot shall be paid by owner.~~

6- 2.10 Plan Approval. No ~~building~~ structure shall be erected or altered ~~on any building site or lot in this addition until the building plans, specifications, and a plot plan showing the location and finished grade of such building, have been~~ are 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~~ the 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~~ or the Association's designated representatives. ~~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. If no action is taken within 30 days after~~

submission, or if no suit to enjoin construction is filed prior to completion, approval shall be deemed given. ~~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. **2.11 No Businesses; No Rentals.** No business, trade, garage sale (except as expressly permitted herein), or similar activity shall be ~~carried on upon~~ conducted on any ~~Lot~~ 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' restriction shall be defined, interpreted, and applied so as to prohibit licensing, leasing, or renting of any Lot or residence or any portion thereof for any duration, term, or time period. Whether or not a business license or home sharing license is required or secured is not dispositive of a "business use" of the property or residence. Merely listing the home address with the Secretary of State as a registered agent does not constitute a 'business' or 'trade' activity. The use of any home as a "private residence" is intended to allow only Private Residential Use by the record owner which "use" cannot be transferred to another for short or long term use or enjoyment. The use of any property or residence as a short or long term rental shall in and of itself constitute a nuisance and shall be deemed to violate the "no business" restriction set forth herein. "Private Residential Use" shall be defined as use of the residence or any portion of the Lot by only the record owner which use cannot be leased or traded to another non-record owner of the subject property.

**2.12 Remote Work / Home Occupation.** 'Remote Work,' 'Working From Home,' or a 'Home Occupation' is permitted only if: (1) it is performed solely by the Owner (or resident) of the dwelling; and (2) it does not involve employees, staff, contractors, clients, or customers being brought into the residence for the work. 'Home Occupation' means a business that operates as an accessory use of a residential property such that the primary function of the premises remains

residential; the business activity is secondary. In some contexts it may also be called a 'home-based business' or 'home office.'

**2.13 Refuse and Big Trash.** ~~No trash~~ Trash ~~or and~~ garbage ~~cans or receptacles~~ receptacles ~~of any kind~~ shall not be left in sight, except on city City scheduled pick-up days or after 6:00 p.m. the evening before. 'Big Trash' may be placed at the curb the weekend prior to the scheduled pickup and must be removed by Sunday at 6:00 p.m. following the scheduled pickup if not collected.

**2.14 Animals.** 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~~ customary household pets may be kept, provided ~~that~~ they are not kept, or bred, ~~nor maintained~~ for any commercial purposes.

**2.15 Vacant Lots – Maintenance.** No trash, ashes or ~~other~~ refuse may be ~~thrown or~~ dumped on any vacant Lot ~~lot in the addition.~~ Each ~~owner~~ Owner of a vacant ~~lot~~ Lot ~~is required to~~ shall keep ~~said lot~~ it in presentable condition: ~~failing which, or the Building Committee may, at its discretion,~~ now mow said lot, trim trees, and remove ~~debris~~ trash or refuse, ~~the~~ with costs ~~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~~ reimbursable by the Owner and secured by lien until paid.

**2.16 Estate Sales.** Estate sales upon the death, permanent hospitalization, institutionalization, or permanent relocation of a resident are permitted with prior Board approval at least thirty (30) days in advance, conducted by a licensed and bonded professional liquidator, and limited to three (3) days (Friday–Sunday, 9:00 a.m.–6:00 p.m.). Signage is available from the Association's President for directions regarding street parking. The resident's liquidation company or the resident himself must provide security for parking and traffic control during the ongoing Estate Sale. No driveways or streets shall be blocked or obstructed.

8. **2.17 Temporary Structures; Parking.** 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 pickup, or any vehicle of any kind except a private passenger automobile~~ shall be parked between ~~the hours of 1:00 A.M. a.m. and 8:00 A.M. a.m. in the~~ front of a residence or on any portion of any ~~lot~~ Lot ~~in the addition unless such vehicle is parked completely~~ entirely to the rear of the front wall ~~of the main building located on said lot~~ of the dwelling and screened from street view ~~(including side street on corner Lots) 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~~

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~~abuts. No vehicle shall~~Vehicles shall not be parked ~~at any time upon the yard of any residence or upon any portion of a lot other than a~~on yards; parking must be on permanently hard-surfaced areas or driveways.

~~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.~~

**2.18 Antennas.** ~~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. 2.19 Waterways. No structure of any kind which would that impedes or obstruct the natural flow of water. natural water flow~~ 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. Dumping in waterways is prohibited. The owner of each lot shall be responsible for the proper maintenance of the banks and bed of~~Each Lot Owner shall maintain the portion of any creek or stream of water that is located within the boundaries of the lot within the Lot. ~~Each lot owner shall keep the creek or stream channel within the lot clear of obstructions. Violations may be reported to the City and DEQ; Board remediation costs are reimbursable by the Owner.~~

~~10.9. 2.20 Minimum Floor Area. The single family residences constructed on all lots within the addition. Each residence shall contain at least two thousand five hundred a minimum of twenty-five hundred (2,500) square feet of floor space, excluding basements, open porches, carports, and garages. In computing the square footage of floor space of a residence, the basement, open porches, carports and garages shall be excluded.~~

~~11.10. 2.21 Garages. 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. No dwelling shall be constructed without an attached garage accommodating at least two automobiles.~~

~~12.11. 2.22 Exterior Materials. The outside Exterior~~ wall structure of the ground-floor living area ~~of any residence in the addition~~ shall be at least seventy-five percent (75%) brick veneer, stone, or other Board-approved masonry ~~approved by the Building Committee in writing.~~

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~~13.12.~~ **2.23 Roofing Materials; Solar Panels.** Only high-end metal, high-end tile, high-end composite, or wood shingle may be used as roofing materials. 'High-end' means the top tier roofing material available for selection. The quality and style of the roofing material must befit the architecture and style of the home. Written Board approval must be obtained before roofs are replaced and before roofing materials are ordered for installation. Solar panels of any kind are subject to written Board approval before installation. Solar panels shall not be installed without prior written Board approval. If a temporary roof tarp is necessary while awaiting prompt repairs, the tarp shall be brown or black (not blue), securely fastened, and maintained in good condition. ~~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.~~

~~14.13.~~ **2.24 Easements.** No building of any nature shall be permitted ~~in the~~ utility easements reserved for utilities, and there shall be ~~and~~ no retaining wall ~~is~~ permitted in easements unless approved ~~in writing~~ by the Building Committee ~~in writing~~.

~~15.14.~~ **2.25 Utilities.** All utility services shall be placed underground ~~for as long as such underground facilities are~~ where available; ~~from the supplier and the owner of each lot~~ each Owner shall install and maintain the facilities necessary to receive such services, ~~provide facilities to take and receive such services by means of properly installed underground services lines.~~

~~16.15.~~ **2.26 Term; Amendment.** These Covenants ~~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~~ bind all Lots until January 1, 1998, ~~and thereafter which time said covenants, restrictions and conditions shall be automatically extended~~ automatically extend for successive ~~ten (10) year periods of ten (10) years unless changed or revoked in whole or in part by written instrument executed by a majority of the Owners present at the annual meeting 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~~ and recorded not less than one (1) year prior to the beginning ~~any such ten (10) year~~ of the next extension period.

~~17.~~ **2.27 Enforcement; Severability.** Any Owner or the Association may enforce these Covenants at law or in equity. Invalidation of any provision by judgment or court order shall not affect remaining provisions, which shall remain in full force and effect. ~~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 I n 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.~~

~~18.16. 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 force and effect.~~

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### Article 3 – Association Membership and Dues

**3.1 Membership.** Each Owner of a Lot is a dues-paying member of the Association, with one vote per Lot.

**3.2 Voting Transfer.** Membership and voting rights transfer to a purchaser upon conveyance of the Lot, subject to payment of any Board-approved administrative transfer fee.

**3.3 Annual Dues; Special Assessments.** Each Owner shall pay annual dues and any duly approved special assessments set by the Board in accordance with the Governing Documents.

**3.4 Dues Cap.** The first annual dues were \$50 per annum; thereafter, annual dues may not be increased by more than ten percent (10%) over the prior year without approval of two-thirds (2/3) of the votes held by Owners in the Association.

**3.5 Special Assessments Approval.** No special assessment shall be levied unless approved by a two-thirds (2/3) majority of votes held by Owners.

**3.6 Delinquencies.** If any Owner fails to pay annual dues or a special assessment within fifteen (15) days after the due date, the Secretary shall certify the delinquency to the Board, and the Owner shall lose voting rights until paid. As a courtesy reminder, a list of Val Verde residents owing unpaid dues will be posted on the Val Verde website accessible by resident login. Those owing unpaid dues and/or liens will be identified by resident name, address, and the amount due (excluding interest and fees). All annual dues and special assessments, together with interest at eighteen percent (18%) per annum, costs, and reasonable attorney's fees, are a charge on the land and a continuing lien against the Lot until paid, and are also the personal obligation of the Owner who owed them when due. The lien is subordinate to the lien of any first mortgage. Sale or transfer

of any Lot does not affect the lien for amounts thereafter accruing; foreclosure or deed-in-lieu extinguishes only pre-foreclosure amounts.

~~18. — [Added via amendment] 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.~~

~~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 Amendments.~~

3.7 2005 Amendment (Sections 7 & 8). The 2005 amendment affecting owners in The Greens, Sections 7 and 8, remains in effect as previously recorded, except to the extent expressly amended herein.

#### Article 4 – Incorporation by Reference of Certain City and State Codes

4.1 General. If an issue or restriction is not specifically stated or defined in these Covenants, Val Verde defers to and adopts the applicable provisions of the City Code, as amended from time to time. Owners are responsible for compliance with such provisions in addition to these Covenants.

4.2 Abandoned, Wrecked, Dismantled, Inoperative, Rusted or Junked Vehicles. Vehicles in such condition are prohibited and deemed a public nuisance if parked, stored, or left on public or private property for more than seventy-two (72) hours. Municipal Code ch. 35, § 37.

4.3 ‘Big Blue’ (Cart Placement and Storage). Carts may be placed at the curb after 7:00 p.m. the day before collection and must be returned and legally stored at the side or rear of the structure no later than 8:00 p.m. the day after collection. Municipal Code ch. 49, § 45.

4.4 Bulk Waste. Bulk waste may be set out no more than three (3) days before the scheduled pick-up date. Municipal Code ch. 49, § 25.

**4.5 Dilapidated & Unsecured Structures.** Dilapidated structures (e.g., foundation damage, collapsing roof, major structural damage/decay) and unsecured structures (e.g., broken windows, open doors, holes) are unlawful. 11 O.S. § 22 (Title 11, Oklahoma Statutes).

**4.6 Exterior Property Maintenance.** Owners must keep property in good repair, including roofs, fences, and painted surfaces. Municipal Code ch. 24, art. IV.

**4.7 High Grass & Weeds.** Grass/weeds violate ordinance at twelve (12) inches in height. Owners must maintain adjacent alleys and rights-of-way. Municipal Code ch. 35, § 63.

**4.8 Illegal Parking.** Parking on unpaved surfaces, sidewalks, or rights-of-way is prohibited, including for boats, trailers, and RVs. Municipal Code ch. 59, § 10250.8.

**4.9 Junk and Debris.** Owners must keep property, including adjacent alleys and rights-of-way, free from trash, refuse, litter, debris, or abandoned matter. Municipal Code ch. 35, § 103.

**4.10 Maintenance of Screening and Fencing.** All sight-proof screening (trees or other barriers) and fencing must be maintained in good repair. Municipal Code ch. 59, § 11150.

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~~IN WITNESS THEREOF, the undersigned has affixed its signature this 21st day of August, 1980.~~ IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first above written as evidenced by the attached Lot Owner ballots, and which are approved by the Board of the Association.

**Val Verde Homeowners Association, Inc.**

By: \_\_\_\_\_, President

ATTEST: By: \_\_\_\_\_, Vice President

**ACKNOWLEDGEMENT**

State of Oklahoma }  
\_\_\_\_\_ } ss  
County of \_\_\_\_\_ }

Before me, the undersigned Notary Public in and for the above county and state, on the  
day of , 2025, personally appeared the above-  
signed, known to me to be the identical persons who executed their names to the foregoing  
Covenants, who acknowledged to me that they did so as their free and voluntary act on behalf of  
the Association for the uses and purposes set forth in the Covenants.

Subscribed and sworn to before me

The date next written above.

My commission expires: Notary Public

My commission number is: