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**AMENDED COVENANTS, CONDITIONS, AND RESTRICTIONS FOR VAL VERDE,
A RESIDENTIAL COMMUNITY TO OKLAHOMA CITY, 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:

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

2.1 Single-Family Residential Use. All Lots shall be used for single-family residential purposes only. No building or structure shall be erected or maintained on any Lot except a private dwelling 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.

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.

2.6 Building Height. Residences may be one-story, one-and-one-half story, split-level, or two-stories in height.

2.7 Setbacks. No building shall be located nearer to the front property line than the building limit line shown on the recorded plat. 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.

2.8 Architectural Projections. Eaves, steps, and open porches shall not be considered part of the building for setback purposes; however, no portion of a building may encroach upon another Lot.

2.9 Minimum Lot / Subdivision. No dwelling shall be erected on less than one platted Lot, except Lot 13, Block 38 may be subdivided into two Lots at Owner's expense (including abstracts, engineering, and legal fees).

2.10 Plan Approval. No structure shall be erected or altered until plans, specifications, and a plot plan showing location and finished grade are approved in writing by the Building Committee or the Association's designated representatives. 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.

2.11 No Businesses; No Rentals. No business, trade, garage sale (except as expressly permitted herein), or similar activity shall be conducted on any Lot. No noxious or offensive activity shall be carried on, nor anything done which may become an 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. Trash and garbage receptacles shall not be left in sight except on City scheduled pickup 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, livestock, or poultry shall be raised, bred, or kept, except that customary household pets may be kept, provided they are not kept or bred for commercial purposes.

2.15 Vacant Lots – Maintenance. No trash, ashes, or refuse may be dumped on any vacant Lot. Each Owner of a vacant Lot shall keep it in presentable condition; failing which, the Building Committee may mow, trim, and remove debris, with costs 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.

2.17 Temporary Structures; Parking. No trailer, tent, shack, garage, barn, or other outbuilding shall be used as a temporary or permanent residence. No camper, mobile home, boat, house trailer, or commercial truck shall be parked between 1:00 a.m. and 8:00 a.m. in front of a residence or on any portion of a Lot unless parked entirely to the rear of the front wall of the dwelling and screened from street view (including side street on corner Lots). Vehicles shall not be parked on yards; parking must be on permanently hard-surfaced areas or driveways.

2.18 Antennas. No antenna, pole, or similar item shall extend more than five (5) feet above the peak of the residence.

2.19 Waterways. No structure that impedes natural water flow shall be placed within the banks or bed of any creek or below the 100-year flood line. Dumping in waterways is prohibited. Each Lot Owner shall maintain the portion of any creek within the Lot clear of obstructions. Violations may be reported to the City and DEQ; Board remediation costs are reimbursable by the Owner.

2.20 Minimum Floor Area. Each residence shall contain at least two thousand five hundred (2,500) square feet of floor space, excluding basements, open porches, carports, and garages.

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

2.22 Exterior Materials. Exterior wall structure of the ground-floor living area shall be at least seventy-five percent (75%) brick veneer, stone, or other Board-approved masonry.

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.

2.24 Easements. No building of any nature shall be permitted in utility easements and no retaining wall is permitted in easements unless approved in writing by the Building Committee.

2.25 Utilities. All utility services shall be placed underground where available; each Owner shall install and maintain the facilities necessary to receive such services.

2.26 Term; Amendment. These Covenants run with the land and bind all Lots until January 1, 1998, and thereafter automatically extend for successive ten (10) year periods unless changed or revoked in whole or in part by written instrument executed by a majority of Owners present at the annual meeting and recorded not less than one (1) year prior to the beginning of the next extension period.

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.

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.

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.

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 }

County of _____ } ss

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:

My commission number is:

Notary Public

LEGAL DESCRIPTION

[LOT/BLOCK LEGALS TO BE ADDED]