

OWNER CERTIFICATE, DEDICATION AND RESERVATION  
MARBLE LEAF ADDITION SECTION 1

Doc # 2003175845  
Bk 9055  
Pg 430-434  
DATE 09/26/03 15:51:05  
Filing Fee \$21.00  
Documentary Tax \$0.00  
State of Oklahoma  
County of Oklahoma  
Oklahoma County Clerk  
Carolynn Caudill

KNOW ALL MEN BY THESE PRESENTS:

*WJ*  
1320 N. Porter Norman, OK 73071

THAT Vero Investments, LLC, Declarant, hereby certifies that it is the owner of, and the only person, firm or corporation having any right, title or interest in and to the following described real estate and premises situated in Oklahoma County, Oklahoma, to-wit:

All of MARBLE LEAF ADDITION SECTION 1, Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

Said Declarant further certifies that it has caused the said property, designated aforesaid, to be surveyed into blocks, lots, streets and avenues, and has caused a plat to be made of said tract, showing accurate dimensions of lots, setback lines, rights-of-way, widths of streets and reserves for utilities. Said Declarant hereby dedicates to public use all the streets and avenues within such subdivision; easements for the installation and maintenance of drainage; and utility easements within the subdivision as shown on the recorded plat. All lands so dedicated to public use are free and clear of all encumbrances.

PROTECTIVE COVENANTS

For the purpose of providing an orderly development of the entire tract, and for the further purpose of providing adequate restrictive covenants for the mutual benefit of said corporation and its successors in title to lots and blocks within the subdivision, it hereby imposes the following restrictions, covenants and reservations to which it shall be incumbent upon successors in title to adhere.

1. All of the lots in MARBLE LEAF ADDITION, SECTION 1, of Oklahoma City, Oklahoma, shall be known as and reserved exclusively for use for residential single-family dwellings not to exceed 2 ½ stories in height. A maximum of one single family dwelling unit may be constructed on each lot.

2. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to 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 grade elevation, by an Architectural Control Committee whose initial members shall be composed of Richard McKown, Vernon McKown and Mike Deskin, or by a representative designated by a majority of said committee, the remaining member or members shall have full authority to designate a successor or successors. In the event said committee, or its designated representative, fails to approve or disapprove, within thirty days, any plans and specifications submitted to it, or in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, approval will not be required and this covenant shall be deemed to have been fully observed and complied with. Neither the members of such committee, nor its representative shall be entitled to any compensation for services pursuant to this covenant.

3. Storage buildings may be placed on a lot provided the plans and specifications for the building and site plan for the building are approved by the Architectural Control Committee. The minimum standards for storage buildings are as follows:

- A. They must be located in the backyard and not encroach on any utility nor drainage easement. ("Backyard" means behind the house.)
- B. No building may be in excess of 12 feet wide and 16 feet long.
- C. If the building is of metal construction, the peak of the roof must be 6 feet or under including the foundation, if any. In other words, the building may not be visible above the privacy fence.

5/21

D. If the building is constructed of other materials, the following conditions apply:

1. The roof must be shingled to match the shingles on the home.
2. The exterior color of the building must be the same as the trim color on the home.
3. The peak of the roof can be no higher than 9 ½ feet including the foundation, if any.

4. No building shall be located on any lot nearer to the front lot line nor nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any residential plot nearer than twenty feet to the front lot line, or further than thirty-five feet from the front lot line, or nearer to the rear lot line than permitted by city ordinances. No dwelling shall be located nearer than five feet to a side lot line. In no event shall the distance between a single-family residential building be less than ten feet. For the purpose of this covenant, eaves, steps and open porches shall not be constructed to permit any portion of a building on a lot to encroach upon another lot.

5. Reserves for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these utility reserves no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the utility reserves, or which may obstruct or retard the flow of water through drainage channels in the utility reserves. The utility reserve area of each lot and all improvements permitted therein for those improvements for which a public authority or utility company is responsible. All small drainage channels, emergency overflows, and other swales which are important to abutting properties, but are not a part of the drainage system maintained by public authority or utility company, shall be the property owner's responsibility; and it shall be the responsibility of the property owner to (A) keep the easements, channels and swales free of any structure, planting or other material which may change the direction of flow, obstruct, or retard the flow of surface water in the channels or swales whether they be in easements or contained on the individual property owner's lot and (B) to provide continuous maintenance of the improvements in the easements or of the channels or swales, except for the improvements for which a public authority, utility company, or property-owner's maintenance association is responsible.

6. No business or trade activity shall be carried on upon any residential lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. The minimum square foot area requirements for structures in MARBLE LEAF ADDITION, SECTION 1, shall be Eight Hundred Square Feet. This minimum figure is for living space and is exclusive of garages, covered porches and breezeways.

9a. All fencing shall be 6-foot wood, dog-eared privacy fencing constructed with the smooth side facing outward to the common areas, public streets, and any open areas developed or not. No fence shall be installed on the front portion of any lot between the front lot line and the front building set back line. Fencing may not be painted, but may be stained a light cedar color with prior approval of the Architectural Control Committee.

- A. On the following corner lots (Lots 1 and 9, Block 1; Lots 1, 9, 10, and 18, Block 5; Lots 1, 9, 10, and 18, Block 4; lot 13, Block 2; Lots 1 and 18, Block 3) the side lot fence shall be 21 feet from the back of the curb.
- B. Any deviations to these fencing requirements must be approved by the Architectural Control Committee.

9b. The maintenance and replacement of the screening fencing along NW 150<sup>th</sup> Street is the responsibility of the Marble Leaf Property Owner's Association. In that regard, the Association shall, at all times and with reasonable notification, have a perpetual easement to

enter upon individual lot owners property for the purpose of maintenance or replacement of said screening fencing.

10. No outbuilding shall be permitted in any easement reserved for utilities.

11. No animals, 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 they are not kept, bred or maintained for any commercial purposes.

12. No sign of any kind shall be displayed to the public view on any lot except one professional sign if not more than six square feet or one sign or signs used by a builder to advertise the property during the construction and sale period. Any deviation to this restriction must be approved by the Architectural Control Committee.

13. All the roofs shall be completed using shingles with a minimum weight of 185 pounds per square and shall be "weatherwood" (gray in color) or the equivalent. The roofs must have a minimum pitch slope of 4 to 12. All other roofs must be approved by the Architectural Control Committee.

14. The principle exterior of any residential structure shall be vinyl, hard board siding or brick. Any deviation from this restriction must be approved by the Architectural Control Committee.

15. All residences shall be of new construction, and no residence, part of a residence, or garage, may be moved from another area into this subdivision. Mobile homes, of any kind, shall not be allowed to be placed or parked, either permanently or temporarily, on any lot.

16. All lots are to be landscaped in a style in keeping and in harmony with the area and as approved by the Architectural Control Committee. All garbage cans or refuse areas are to be fully screened and covered from view from the street and from adjoining lots.

17. No truck, boat, bus, camper, trailer, recreational or commercial vehicle of any kind or any motor vehicle other than a standard passenger vehicle such as automobile, pickup truck, van or SUV shall be parked or permitted to remain on the driveway of, or the front yard of, or street adjacent to, any residential plot in the subdivision, except for such period of time as may be absolutely necessary in order to pick up or deliver materials or to do work or make repairs on the property. It is the intent of this requirement that the owners and occupants of residential buildings in the subdivision shall not use the property upon which they reside or street adjacent thereto, for the storage or habitual parking of any such prohibited motor vehicle, other than the said standard passenger vehicle such as automobile, pickup truck, van or SUV.

18. No trash, ashes or other refuse may be thrown or dumped on any vacant lot. Each owner of a vacant lot is required to keep said lot in presentable condition or the Committee may, at its discretion, mow said lot, trim and spray trees, remove trash or refuse and levy a lien on said lot for the cost involved. Any non-burnable refuse must be hauled away for disposal. No owner may make use of a vacant lot for dumping, burning or otherwise disposing of refuse.

19. No owner of any lot within said addition shall demand or receive electric service from overhead wire facilities so long as electric service is available from underground distribution systems. The owner of each lot shall provide the required improvements erected thereon by means of underground service conductors installed, owned and maintained in accordance with plans and specifications furnished by the electric service supplier leading from the source of supply in the utility reserve to such improvement. In addition, no aboveground tank shall be installed or placed on the property, nor shall there be any antennas, transmission towers, etc., without written consent from the Architectural Control Committee.

20. The undersigned Declarant, or a representative designated by it, hereby reserves and is granted the right and power to record a Special Amendment to these Restrictions at any time and from time to time, which amends the same: (1) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the

Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; and/or (2) to induce any such agencies or entities to make, purchase, insure or guarantee any first mortgage on such owner's lot. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the said party to make or consent to a Special Amendment on behalf of each owner. Each deed, mortgage, trust deed, or other evidence thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power of such parties to make, execute and record such Special Amendments. No Special Amendment made by such parties shall affect or impair the lien of any first mortgage upon a lot or any warranties made by an owner to a first mortgages in order to induce any of the above agencies or entities to make, purchase, insure or guarantee any first mortgage on such owner's lot.

21. The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless, prior to the expiration of the then current term, a written instrument shall be executed by the then owners of ninety percent (90%) of the lots stating that this Declaration shall expire at the end of the then current term.

22. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of not less than ninety percent (90%) to the lots, and thereafter by an instrument signed by the owners of not less than seventy-five percent (75%) of the lots. Any amendment must be recorded in the office of the County Clerk of Cleveland County, Oklahoma.

23. Notwithstanding any other provisions of these restrictions, Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. However, this unilateral right, power and authority of Declarant, may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the property or any party thereof or any lots thereon, for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successor agencies approve the property or any parts thereof or any lots thereon for federally approved mortgage financing purposed, any further amendments to the Declaration made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

24. Each owner shall register in writing his mailing address with the Association, and notice or demands intended to be served upon an owner shall be sent by certified mail, postage prepaid, address in the name of the owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Association governing these restrictions shall be sent certified mail, with postage prepaid to 1320 N. Porter, Norman, Oklahoma 73071.

25. If the undersigned party, or any of its successors or assigns, or any person or persons claiming under them, shall violate any of the covenants herein, it shall be lawful for any other person or entity owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the party or entity violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation, including attorneys fees in the prosecution and enforcement of said covenants.

26. Certain restrictions addressing fencing, garage conversions, landscaping, use of property, driveways, and signage contained in this document do not apply to those lots on which model homes may be constructed for sales purposes. Upon termination of their use as sales models, these structures will be converted to single family use and comply with all the restrictions in this document.

27. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions herein, and such other provisions shall remain in full force and effect.

28. The property contained herein will be made a part and parcel of a certain Declaration of Property Owners Association to be filed with the County Clerk of Oklahoma County, with Marble Leaf Property Owners Association, Inc., a non-profit corporation, having the right and obligation to enforce these restrictions.

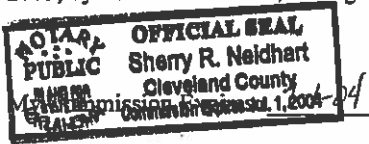
Dated this 25 day of September, 2003.


VERO INVESTMENTS LLC

  
Richard McKown, Manager

STATE OF OKLAHOMA            )  
                                                  )  
COUNTY OF CLEVELAND        )        SS

The foregoing instrument was acknowledged before me this 25 day of September 2003, by Richard McKown, Manager of Vero Investments, LLC.



  
Notary Public  
00010012

Prepared by: Matthew L. Winton <sup>PLLC</sup>  
WINTON LAW  
3233 East Memorial Rd., Suite 103  
Edmond, Oklahoma 73013  
405.478.4818 office  
888.857.0360 facsimile  
www.wintonlaw.net



20130529010732290  
05/29/2013 10:46:57 AM  
Bk:RE12255 Pg:1353 Pgs:3 DECL  
State of Oklahoma  
County of Oklahoma  
Oklahoma County Clerk  
Carolynn Caudill

~~AMENDMENT TO THE OWNERS CERTIFICATE~~  
~~FOR MARBLELEAF ADDITION SECTION 1 TO~~  
~~THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA~~

THIS AMENDMENT is made this 23<sup>rd</sup> day of May, 2013,  
by Vero Investments, L.L.C., an Oklahoma limited liability company ("Declarant").

**Section 1 - Purpose of Amendment.**

Declarant is the Declarant of Marbleleaf Addition Section 1, which is a platted addition recorded at Plat Book 62 Page 96 within the Oklahoma County Clerk's Office, and more particularly described within Exhibit "A" hereto. The Declarant intends by the Recording of this Amendment to modify, add to, supplement, and amend the original Owners Certificate for Section 1 filed at Book 9055 Page 430 and any amendments and supplemental declarations thereto within the Oklahoma County Clerk's office for Marbleleaf, a residential community to the City of Oklahoma City (collectively, the Original Declaration). The Declarant executes and adopts this Amendment pursuant to its authority granted and reserved within the original Owners Certificates.

**Section 2 - Amendments.**

Two new sections within Paragraph 18 to the Owners Certificate are hereby added:

**Section 18.1. Lawn Maintenance Standard.** Each Owner shall maintain the landscaping on their Lot, including structures, vegetation, lawn, and beds in a neat, orderly, and well-manicured manner (the Lawn Maintenance Standard). The Lawn Maintenance Standard shall include, but shall not be limited to: reasonable seasonal mowing, trimming, and edging of any yard and bed, trimming shrubs and bushes, and removal of dead vegetation. The Architectural Control Committee shall have exclusive oversight over whether a Lot meets the Lawn Maintenance Standard.

**Section 18.2. Tree Requirement.** To the extent one exists, each Lot Owner shall comply with the landscaping plan promulgated by the [Architectural Review Committee][Design Review Committee][Declarant][Association Board]. In any event, each Lot shall have located within the front yard two live trees having no less than a 2" caliper measured six inches from the ground. Corner Lots shall have located within their front yard three live trees having no less than a 2" caliper measured six inches from the ground. All landscaping shall be regularly and reasonably maintained and improved. Any tree, whether indigenous or planted, that must be removed or fails to thrive shall be immediately replaced by the Lot Owner.

3/1700

**Section 3 – Additional Declarations.**

All other terms and provisions, including but not limited to covenants, conditions, restrictions, definitions, and exhibits found within the Original Declaration and any amendments and supplemental declarations thereto are hereby incorporated by reference as if each were fully set out within this Amendment. ~~All such terms and provisions, unless expressly and specifically modified by this Amendment, shall remain in effect as first Recorded in the Original Declaration~~ as amended and supplemented, Declarant hereby reaffirming the same.

~~IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment on the signature block below the date and year first written above.~~

**VERO INVESTMENTS, L.L.C., - DECLARANT**  
An Oklahoma limited liability company

By: *Vernon McKown*  
Member/manager *Vernon McKown*


**ACKNOWLEDGEMENT**

State of Oklahoma    }  
                                      } ss  
County of Cleveland }

Before me, the undersigned Notary Public in and for the above county and state, on the date written above, personally appeared *Vernon McKown*, known to me to be the identical person who executed his name to the foregoing Amendment, who is the duly authorized agent for the Declarant for the execution of such Amendment, who acknowledged to me that he did so as his free and voluntary act on behalf of the Declarant for the uses and purposes set forth in the Amendment.

Subscribed and sworn to before me

My commission expires: *2/7/17*  
My commission number is: *1301285*

Notary Public *Jennifer Strickland*  


**Exhibit "A"**

**MARBLE LEAF ADDITION, SECTION 1, AN ADDITION TO THE CITY  
OF OKLAHOMA CITY, OKLAHOMA COUNTY, STATE OF  
OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO.**

---

---

20130529010792290  
Filing Fee: \$17.00

05/29/2013 10:46:57 AM  
DECL





