

OWNER CERTIFICATE, DEDICATION AND RESERVATION
MARBLE LEAF ADDITION SECTION 4

KNOW ALL MEN BY THESE PRESENTS:

Doc # 2006054721
Bk 10076
Pg 1266-1271
DATE 04/14/06 14:21:41
Filing Fee \$23.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

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 4, 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 4, 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 Todd Booze, 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. Outbuildings. No outbuildings shall be permitted on any lot adjoining a Common Area where such outbuilding would be visible from the Common Area. Any structure not the single residence constructed on a Unit shall receive prior Architectural Review Committee approval. Metal outbuildings are permitted provided they are less than 6 feet tall at the peak of the outbuilding roof and provided no part of the outbuilding is visible from any street, any lot, or the Common Areas. Outbuildings taller than 6 foot at the peak of its roof are permitted provided such outbuilding is of the same style, material, and size as that depicted in Exhibits "A", "B", "C", "D" attached and made a part hereof. All outbuilding roofs must be shingled with the same shingles as installed on the residence, and the color of the outbuilding must match the trim color of the residence. All outbuildings shall be located within any City set back ordinance as well as any set back provided by any Governing Document. Each outbuilding shall be properly permitted as required by City ordinance.

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 4, shall be Eight Hundred Square Feet. This minimum figure is for living space and is exclusive of garages, covered porches and breezeways.

9. 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 18, Block 17; Lots 1, 18, 19, 37, Block 18; Lots 1, 19, 20, 38, Block 19; Lots 1, 19, 20, 37, Block 20; and Lot 17, Block 21) 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.

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. Garage conversions are prohibited.

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. In addition to specific amendment rights granted elsewhere in this Declaration and without restriction by any term within this Declaration, as long as Declarant owns one lot in Marble Leaf Addition Section 4, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporations, to make, purchase, insure or guarantee mortgage loans on the Units; or (iv) to satisfy the requirements of any local, state or federal governmental agency. Any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent in writing. In addition, so long as Declarant owns one lot in Marble Leaf Addition Section 4, it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

21. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent of seventy five percent (75%) of the owners of the lots, and the consent of the Declarant so long as Declarant owns any property subject to this Declaration. Notwithstanding the above, the percentage of

votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

22. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant (or the assignee of such right or privilege). If an Owner consents to any amendment to this Declaration, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. Any amendment shall become effective upon Recording, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its Recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

23. 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.

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. **Leasing of Units.** "Leasing, leased, and lease" for purposes of this Paragraph, is defined as regular, exclusive occupancy of a Unit by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. "Owner Occupied Units" are defined for purposes of this Paragraph as Units occupied solely by the Owner, the members of the family of the Owner or other guests and invitees of the Owner who occupy without the payment of rent, as the occupant's principal residence or second home.

28. **Leasing of Units.** "Unit" for purpose of this amendment is defined as house, residence, residential structure, residential building single-family dwelling unit or residential dwelling unit. "Leasing, leased, and lease" for purposes of this amendment, is defined as regular, exclusive occupancy of a Unit by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. "Owner Occupied Units" are defined for purposes of this Paragraph as Units occupied solely by the Owner, the members of the family of the Owner or other guests and invitees of the Owner who occupy without the payment of rent, as the occupant's principal residence or second home.

29. **Leasing Restricted.** Within the Properties, Units may be leased, provided the total percentage of leased Units within the Properties shall not exceed twenty percent (20%) of the total number of Units within the Properties. Upon the occurrence of a decrease below 20% of Owner Occupied Units within the Properties, Units will be permitted to be leased on a first bona fide request, first permitted basis, until the number of units which are leased reaches 20%, at

which time no further Units shall be leased until the number of leased Units drops below 20%.

Except for the Declarant, if a single entity (the same individual, investor group, partnership, or corporation) owns more than 10% of the total Units, no Unit in excess of 10% of the total Units within the Properties which it (a) owns and occupies as their residence and (b) leases, may be leased.

In order to administer the above regulation, all Persons who intend to purchase a Unit within the Properties shall file a certification either (a) that the Unit will not be occupied as the purchaser's principle residence or second home, or (b) covenanting and agreeing with the Association that the purchaser will occupy the Unit as an Owner Occupied Unit until the leasing restriction under this Rule is lifted.

The Association will keep a record of the Owner Occupied Units and leased Units. Each lease shall be for a term of no less than 12 months and each lessee shall expressly agree to the terms of the Governing Documents.

30. Professional Management Restrictions

A. Definitions.

- i. "Professional Manager" shall mean a person or entity that Professionally Manages residential real estate within the United States and has the following qualifications:
 - ii. If an individual, is a licensed real estate broker within the State of Oklahoma, and has been so licensed for a period of no less than three (3) years from the date such person seeks to manage a Leased Lot/Unit within the Addition;
 - iii. If an entity, the controlling interest in such entity is owned by at least one person who is a licensed real estate broker within the State of Oklahoma, and has been so licensed for a period of no less than three (3) years from the date such entity seeks to manage a Leased Lot/Unit within the Addition;
 - iv. Currently and continually professionally manages no less than five residential real estate properties within the State of Oklahoma;
 - v. Has Professionally managed residential real estate no less than three (3) years prior to the date the Professional Manager seeks to manage a Leased Unit.
- vi. "Professionally Manage" shall mean the administration, oversight, management or control of residential real estate by a Professional Manager.

31. Leased Unit Restrictions and Requirements.

A. Professional Management. Each Leased Unit shall be Professionally Managed.

B. Registration. Prior to the date any Unit shall become a Leased Unit, each Professional Manager shall register the following with the Association:

- i. Name, business address, telephone and facsimile numbers, and email address for the individual Professional Manager;
- ii. Professional Manager entity name, state of organizations, and date formed, business address, telephone and facsimile numbers, and email address for the entity Professional Manager;
- iii. Date began property management of residential real estate;
- iv. Maximum/minimum number of leased residential properties managed within the past 12 months;
- v. Five representative property address references and contacts;
- vi. Photocopies of all residential real estate licenses held by the owners, employees, and agents of Manager, including: license issuing agency, date license was obtained, and a certification by the license holder that such license is current and in effect as of the date such license holder seeks to become qualified as a Professional Manager;
- vii. Demonstrate compliance with all licensing, ordinances, and code for any structure located on the Leased Unit;
- viii. Demonstrate adequate insurance coverage, including but not limited to 1) liability and casualty on each structure located on the Leased Unit, and 2) worker's compensation on the Professional Manager.

C. Familiarity with Governing Documents. Each Professional Manager, their staff, employees, and agents shall demonstrate a familiarity with the Governing Documents to the Addition and shall agree to review the same with each tenant, lessee, or occupant.

D. Community-Wide Standard. Each Professional Manager and Leased Unit Owner shall acknowledge the existence of the Community Wide Standard within the Addition and shall expressly agree that the Leased Unit shall be maintained within such standard, each personally

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Bk 10086
Pg 1279-1311
DATE 04/25/06 10:22:13
Filing Fee \$77.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Suzanne Caudill

**CORRECTIVE AMENDMENT OF OWNERS CERTIFICATE
DEDICATION, AND RESERVATIONS**

WHEREAS, on April 14, 2006, and filed in Book 10076, Pages 1266-1271, a certain Owners Certificate, Dedication, and Reservations were filed in the office of the County Clerk of Oklahoma County, relating to the following described real property and premises located in Oklahoma County, to-wit:

MARBLELEAF Section 4, to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

WHEREAS, the terms of said document provided that the same may be amended as long as the Declarant owns one lot in MARBLELEAF Addition Section 4.

WHEREAS, the said document refers to Exhibits "A", "B", "C", "D" that are not contained in the original document, which the undersigned party, the Declarant, desires to correct.

NOW, THEREFORE, the undersigned party, the Declarant, executing this document does herewith add the following to the original document:

1. Exhibit A, 8' Marco Series Gambrel Building, Engineering Building Plans, pp. 1-8.
2. Exhibit B, 8' Marco Series Gable Building, Engineering Building Plans, pp. 1-8.
3. Exhibit C, 10' Marco Series Gambrel Building, Engineering Building Plans, pp. 1-8.
4. Exhibit D, 10' Marco Series Gable Building, Engineering Building Plans, pp. 1-8.

Except as hereinabove set forth, the original above mentioned document remains in full force and effect.

This document is herewith dated as of the date of the following acknowledgments.

Vero Investments, LLC

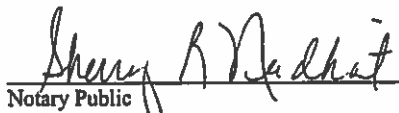

Richard McKown, Manager

STATE OF OKLAHOMA)
) SS
COUNTY OF CLEVELAND)

The foregoing instrument was acknowledged before me this 19 day of APRIL, 2006 by Richard McKown, as Manager of Vero Investments, LLC.



My Commission #


Notary Public

WT
NAME ideal Homes LLC
ADDRESS 1320 N. Porter
CITY & STATE Norman, OK 73071

After recording, return to:
Vero Investments, L.L.C.
1320 N. Porter
Norman, Oklahoma 73071

Doc # 2006126477
Bk 10218
Pg 97-98
DATE 08/22/06 13:51:22
Filing Fee \$15.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

For use by the Recorder

**AMENDMENT TO THE OWNERS CERTIFICATE, DEDICATION, AND
RESERVATION OF MARBLE LEAF ADDITION SECTION 4, A
RESIDENTIAL COMMUNITY TO THE CITY OF OKLAHOMA CITY,
OKLAHOMA COUNTY, ACCORDING TO THE RECORDED PLAT THERETO**

THIS AMENDMENT is made this 15th day of August 2006, by Vero Investments, L.L.C., an Oklahoma limited liability company ("Declarant").

Section 1 - Purpose of Amendment.

Declarant is the Declarant of Marble Leaf Addition Section 4, and Declarant is an owner of at least one Lot in the Addition. The Addition is subject to certain covenants providing for a real estate development association (the Association) recorded at Book 9055, Page 435, by virtue of a Supplemental Declaration recorded at Book 10086, Page 1278, and an Owners Certificate, Dedication, and Reservation recorded at Book 10076, Page 1266 (Original Certificate), each within Oklahoma County. The Declarant intends by the Recording of this Amendment to amend the Original Certificate, and any amendments and supplemental declarations thereto within the Oklahoma County Clerk's office for Marble Leaf 4. The Declarant executes and adopts this Amendment pursuant to its authority granted and reserved within the Original Certificate.

Section 2 - Amendment.

Section 2.1. Addition of Paragraph 25.1. The following paragraph is added to the Original Certificate:

25.1 Fines and Specific Assessments. The Association shall have the power to adopt reasonable rules for the orderly enforcement and administration of the Addition, including a levy of monetary fines for the violation of the Original Certificate, Articles of Association, and Supplemental Declaration (collectively, the Governing Documents). The Association shall have the power to levy Specific Assessments against a particular Lot to 1) cover costs incurred in bringing a Lot into compliance with the Governing Documents, 2) secure payment of fines, or 3) costs incurred as a consequence of the conduct of the Owner or occupants of a Lot, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Unit Owner prior written notice and an opportunity for a hearing pursuant to procedures adopted by the Board, before levying any Specific Assessment. The Specific Assessment may be secured against a Lot and Owner by the filing of a lien in the same manner as provided under the Articles of Association.

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Section 3 – Ratification of prior covenants.

All other terms and provisions, including but not limited to covenants, conditions, restrictions, definitions, and exhibits found within the Original Certificate, Supplemental 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 Certificate as amended, Declarant hereby reaffirming the same.

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

VERO INVESTMENTS, L.L.C., - DECLARANT

An Oklahoma limited liability company

By: 
Richard McKown, the Managing Member

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 of 8/15/06, 2006, personally appeared Richard 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.

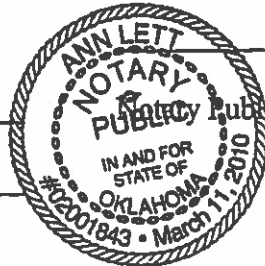
Subscribed and sworn to before me
The date next written above.

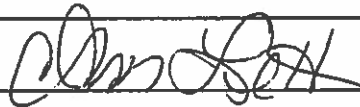
My commission expires:

3/11/10


My commission number is:

02001843



Notary Public: 

W1
Prepared by: Matthew L. Winton PLLC
VAUGHN, WINTON & CLARK PLLC
3233 East Memorial Rd., Suite 103
Edmond, Oklahoma 73013
405.478.4818 office
405.478.4819 facsimile
www.vwlaw.net


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State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

**AMENDMENT TO THE OWNERS CERTIFICATE
FOR MARBLELEAF ADDITION SECTION 4 TO
THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA**

THIS AMENDMENT is made this 18 day of May, 2012,
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 4, which is a platted addition recorded at Plat Book 64 Page 53 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 4 filed at Book 10076 Page 1266 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. A new section within Paragraph 18 to each Owners Certificate is hereby added:

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.

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

Exhibit "A"

**MARBLE LEAF ADDITION, SECTION 4, AN ADDITION TO THE CITY
OF OKLAHOMA CITY, OKLAHOMA COUNTY, STATE OF
OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERETO.**

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Doc. Stamps: \$.00
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AMEN



