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SECOND AMENDED AND RESTATED
SUPPLEMENTAL DECLARATION

AND

COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS AND RESERVATIONS

FOR

VILLAGE VERDE,
a mixed use community to the City of Oklahoma

AND

PROVISIONS FOR OWNERS ASSOCIATION
FOR THE PLAT OF

VILLAGE VERDE, PHASE I, II, III, and IV

OKLAHOMA CITY, OKLAHOMA



Drafted by:

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For

DECLARANT

~~RETURN TO~~ (Not for Tax Purposes):

Village Verde Owners Association

P.O. Box 22921

Oklahoma City, OK 73123

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EXHIBIT “1” – Master Plat
EXHIBIT “1-A” – Phase 1 Plat
EXHIBIT “1-B” – Phase 2 Plat
EXHIBIT “1-C” – Phase 3 Plat
EXHIBIT “1-D” – Phase 4 Preliminary Plat (with Sub Exhibits 4A, 4B, and 4C)
EXHIBIT “2” – Green Design
EXHIBIT “3” – Village Verde Association Bylaws and Schedules

(All Exhibits are attached and incorporated by reference)

THIS SECOND AMENDED AND RESTATED SUPPLEMENTAL DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, AND RESERVATIONS (collectively, "Declaration") is made by Village Verde Developers, LLC, an Oklahoma limited liability company ("Declarant"), as of this ____ day of _____, 2022.

RECITALS

I

Declarant is the owner and lessor of certain real property in Canadian County, Oklahoma, as identified on Exhibit "1", and Exhibits "1-A," "1-B," "1-C," and "1-D" (and its Sub Exhibits), subject to subsequent conveyances of record (collectively, the "Property").

II

The Declarant makes this Declaration to provide written guidelines for the overall development, administration, maintenance, and preservation of Village Verde as a quality residential/commercial community with a common Property Owners Association, called Village Verde Owners Association, an Oklahoma domestic nonprofit association comprised of all Owners and/or lessees of real property in Village Verde, and is formed to own, operate, and/or maintain various common areas and community improvements and to administer and enforce this Declaration and the other Governing Documents referred to in this Declaration (the "Association," or "Village Verde Owners Association").

Village Verde Owners Association has the authority and power under the Governing Documents as defined below to establish standards for conduct and activities for the Property within Village Verde. Another component of the Village Verde development is the Architectural Committee, which has design review jurisdiction over all Property within Village Verde.

III

Declarant, as the owner and/or lessee under a certain long term lease dated February 12, 2009 for the sale for the development of commercial and residential development from the Commissioners of the Land Office for the State of Oklahoma ("Lessor") of the real property described in Exhibit "1" (the "Lease") intends by Recording this Declaration to continue its general plan of development for the planned mixed use community known as Village Verde in accordance with the City of Oklahoma City Planned Unit Development Design Statement for Village Verde approved October 16, 2010 ("PUD 1418").

This Declaration, while being subject to the Lease and the PUD, provides flexible and reasonable procedures to expand Village Verde to include any additional real property as Declarant deems appropriate under the Lease to provide for the overall development, administration, maintenance, and preservation of the real property comprising Village Verde.

IV

Phase I of the Property described in Exhibit "1-A" has been subdivided, as shown in the Plat for Village Verde, Phase I, recorded in Volume PL 9 of Plats, pages 315-316, records of Canadian County Registrar of Deeds, Oklahoma, filed March 8, 2012, and as updated and corrected RB 4229, Pages 232-236. Phase II of the Property described in Exhibit "1-B" has been

subdivided, as shown in the Plat for Village Verde Phase II, recorded in Volume PL9, Pages, 425-426 on January 9, 2015. Phase III of the Property described in Exhibit "1-C" has been subdivided, as shown in the Plat for Village Verde Phase III, is recorded in Volume PL9, Pages, 582-583, on July 26, 2017, Phase IV of the Property described in Exhibit "1-D" and its Sub Exhibits has been subdivided, as shown in the Preliminary Plat for Village Verde Phase IV, which will be recorded in the records of Canadian County Registrar of Deeds through a later filing.

Declarant subjects Village Verde, Sections and Phases I, II, III and IV to this Declaration and such additional property as may be further made subject to this Declaration under Section 14.3 and other applicable provisions of the Declaration by one or more amended and restated and supplemental declarations.

NOW, THEREFORE, Declarant declares that Village Verde, Sections and Phases I, II, III, and IV is subject to all restrictions and easements of said Plats, shall be held, transferred, sold, conveyed, leased, used, and occupied subject to the covenants, conditions, restrictions, easements, assessments and liens under this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with title to the Property, and which shall be binding on all parties having any right, title, or interest in the Property, or any portion, and their respective heirs, successors, and assigns, and shall inure to the benefit of each Owner.

ARTICLE 1

DEFINITIONS

Section 1.1 Words Defined. For this Declaration and any amendments, restatements, and supplements, these terms shall have these meanings, with all definitions applicable to the singular and plural forms of such terms:

1.1.1 "Architectural Committee" initially means the Persons named by Declarant who shall have the powers, rights, and authority described in Section 3.1 until all Lots have been Constructed, Declarant may serve as, and replace any Persons named to the Architectural Committee.

1.1.2 "Association" means the Village Verde Owners Association, an Oklahoma nonprofit association, described in Article 4 of this Declaration, its successors, and assigns.

1.1.3 "Board" means the Board of Directors of the Association.

1.1.4 "Builder" means any person who purchases one or more parcels to construct improvements for the later sale to consumers who purchase or lease one or more Parcels within Village Verde for further subdivision, development, or resale in the ordinary course of business.

1.1.5 "Common Areas" and "Common Areas Improvements" each have the meaning in Section 2.1.

1.1.6 "Common Expenses" means the actual and estimated expenses incurred, or anticipated to be incurred, by the Association generally to benefit all Owners, including any reasonable reserve, as the Board may find necessary and appropriate under Village Verde Governing Documents. Common Expenses shall not be limited to those expenses relative to the care of Common Areas.

1.1.7 “Construction” and “Constructed” means any construction, reconstruction, erection, or alteration of an Improvement, except interior alterations to a then existing Structure.

1.1.8 “Declarant” means the Village Verde Developers, LLC, an Oklahoma limited liability company, and its successors or assigns.

1.1.9 “Declaration” means this Second Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Reservations for Village Verde, Phase I II, III, IV, and the Property as amended, and as may be amended.

1.1.10 “Development Plan” means the land use plan for developing Village Verde approved by the City of Oklahoma City, as it may be required and amended, and includes the property described in Exhibit “1.”

1.1.11 “Fence” shall mean any structure erected to separate properties or yards.

1.1.12 “First Mortgage” and “First Mortgagee” shall mean, respectively, (a) a recorded Mortgage on a Lot with legal priority over all other Mortgages on that Lot, and (b) the holder of a First Mortgage on that Lot. To determine the percentage of First Mortgagees approving a proposed decision or course of action where a Mortgagee holds First Mortgages on more than one Lot, such Mortgagee shall be deemed a separate Mortgagee for each First Mortgage so held.

1.1.13 “Front Yard” shall mean that portion of the Lot between the street accessing the home and a point ten (10) feet beyond the wall containing the front door.

1.1.14 “Future Easement” shall have the meaning in Article 2.

1.1.15 “Lot” shall mean the lots in the Plats of Village Verde, identified in Exhibits “1,” “1-A,” “1-B,” “1-C,” and “1-D” (and its Sub Exhibits) to this Declaration and any lots made subject to any previous and/or amended and restated or supplemental Declaration.

1.1.16 “Mortgage” shall mean a recorded mortgage or deed of trust that creates a lien against a Lot and shall also mean a real estate contract for the sale of a Lot.

1.1.17 “Mortgagee” shall mean the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Lot created by a Mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a Lot.

1.1.18 “Owner” shall mean the record owner, whether one or more Persons of fee simple title to a Lot within the Property, including a contract seller except those having such interest merely for the performance of an obligation or the lessee under lease by Village Verde Developers, LLC, as lessor.

1.1.19 “Parcel” shall mean the Parcels of land described in Exhibits 1, “1-A,” “1-B,” “1-C,” and “1-D” (and its Sub Exhibits) and such additional parcels of land made subject to this Declaration.

1.1.20 “Person” shall mean an individual, corporation, limited liability company, partnership, association, trustee, or other legal entity.

1.1.21 “Plat” shall mean the recorded Plat of Village Verde, Phase I, II, and III, and any amendments, corrections, or addenda recorded or additional or subsequent plats for additional property made subject to this Declaration.

1.1.22 “Property” shall mean the Land and all Improvements and Structures now or after placed on the real property described in Exhibit “1”.

1.1.23 “Record,” “Recording,” or “Recorded,” shall mean to file, filing, or filed of record in the official records of the Canadian County Clerk, Canadian County, State of Oklahoma. The date of Recording shall refer to that time at which a document, map, or plat is Recorded.

1.1.24 “Structure” shall mean any building, wall, driveway, walkway, patio, swimming pool, or the like.

1.1.25 “Supplemental Declaration” shall mean an instrument Recorded under Article 14, which accomplishes one or more of these purposes: (a) subjects additional property to this Declaration or the Declaration as amended, or (b) imposes, expressly or by reference, restrictions, and obligations on the real estate described in such instrument.

1.1.26 “Unit” shall mean a portion of Village Verde, whether improved or unimproved, which may be independently owned or leased and is intended for development, use, and occupancy as an attached or detached residence for a single family occupancy. The term shall refer to the land which is part of the Unit and any improvements. With a building within a condominium or other structure containing multiple dwellings, each dwelling shall be deemed to be a separate Unit. With a parcel of vacant land on which improvements are under construction, the parcel shall be deemed to contain the number of Units designated for residential use for such parcel on the Development plan or the site plan approved by Declarant, whichever is more recent, until a subdivision plat or condominium plat is Recorded on all or a portion of the parcel. The portion encompassed by such plat shall contain the number of Units determined as set forth thereon and any portion not encompassed by such plat shall continue to be treated under this paragraph.

1.1.27 “Village Verde Standard” shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout Village Verde. Such standard shall be established initially by Declarant and may be defined in the Use Restrictions and Rules, Design Review Guidelines, and in Board resolutions, the budget, levels of maintenance, and the Association’s operation of its facilities.

Section 1.2 Form of Words. The singular form of words shall include the plural and the plural shall include the singular, where appropriate. Masculine, feminine, and neuter pronouns shall be used interchangeably.

Section 1.3 Headings. The section and clause headings contained in this Declaration are for reference only and shall not affect the meaning or interpretation of this Declaration.

Section 1.4 Governing Documents. The Village Verde Governing Documents include this Declaration, PUD 1418, the Association’s Bylaws, Use Restrictions and Rules, Design Review Guidelines, and Board resolutions, as created and amended or which might be amended in the future, which all create a general plan of development for Village Verde and which may be supplemented by additional covenants, restrictions, and easements applicable to Village Verde. If

a conflict arises between or among Village Verde Governing Documents and any additional covenants or restrictions, and/or any other articles of incorporation, Bylaws, rules, policies, regulations, or Board resolutions, the Declaration controls.

Nothing in this Section precludes Recording a Supplemental Declaration(s) or other instrument applicable to any portion of the Property containing amended restrictions, additional restrictions, or more restrictive provisions. However, any Person who seeks to Record any instrument applicable to Village Verde must obtain Declarant's written consent if Declarant owns or is the lessor of any Property subject to this Declaration (collectively, the Properties). Any attempted Recordation without such consent makes such instrument being void and of no effect unless approved by the Recorded consent signed by Declarant.

All provisions of Village Verde Governing Documents shall apply to all Owners, lessors, or lessees and to all occupants of all Units, and their respective tenants, guests, and invitees. Any ground lease or sub-lease (if allowable) of a Unit or Parcel shall provide that the lessee and all occupants of the lease Unit or Parcel shall be bound by the terms of Village Verde Governing Documents.

If any provision of this Declaration is determined by judgment or court order to be invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications.

Section 1.5 Framework for Regulation. Village Verde Governing Documents establish, as part of the general plan of development for Village Verde, a framework of affirmative and negative covenants, easements, and restrictions which govern Village Verde. Within that framework, the Association, Board, and the Members can respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends, and technologies which inevitably will affect Village Verde, its Owners, and residents. Any modification or expansion shall be effective whether or not Recorded. Each Owner is charged with determining the scope, terms, and nature of any restrictions, rules, and design guidelines pertaining to Village Verde, whether or not such documents are recorded, provided such document is adopted under this Declaration.

1.5.1 Rule Making Authority.

(1) Subject to this Section and the Board's duty to exercise business judgment on behalf of the Association and its Members, the Board may modify, cancel, limit, create exceptions to, or expand the Use Restrictions and Rules. The Use Restrictions and Rules may apply to Lots, Units, Common Areas, Owners, Persons, and the Association. The Board shall send notice by first class mail or email to all Owners about any such proposed action at least five business days before the Board meeting at which such action is to be considered. Members should have a reasonable opportunity to be heard at the Board meeting before such action is taken.

Such action shall become effective, after compliance with Article 4 unless disapproved at a meeting by Members under the Bylaws. The Board shall have no obligation to call a meeting of the Members to consider disapproval except upon receipt of a petition of the Members as provided under special meetings in the Bylaws.

(2) Subject to the Governing Documents, the members, at an Association meeting duly called for such purpose, may adopt rules which modify, cancel, limit, create exceptions to, or

expand the Use Restrictions and Rules by a vote of Members representing over 50% of the total Class "A" votes in the Association and approval of Class "B" Member, if any.

1.5.2 Owners' Acknowledgement and Notice to Purchasers. All Owners are given notice that use of their Units and the Common Areas is limited by the Governing Documents, including any use restrictions and rules as they may be amended, expanded, and otherwise modified. Each Owner or lessee, by acceptance of a deed or lease, agrees that the use and enjoyment and marketability of such Owner's Lot can be affected by this provision and that the Use Restrictions and Rules may change occasionally. All purchasers or lessees of Lots are on notice that changes may have been adopted by the Association. Copies of the Use Restrictions and Rules may be obtained from the Association.

1.5.3 Protection of Owners and Others All "for lease" Units must not exceed 10% of the total residences within the Association, unless otherwise reasonably approved by the Association. Before leasing, a homeowner must notify the Association, and the Association shall manage any waiting list to lease on a first come, first served basis.

ARTICLE 2

COMMON AREAS AND EASEMENTS

Section 2.1 Common Areas. "Common Areas" shall include the area containing any entry ways, monuments, landscaping, park areas, and greenbelts as disclosed by the Plat and/or PUD, or by any separate easements. The Owners of the Units subject to any easement and restrictions for Common Areas shall not interfere with the Association's maintenance, use, and operation of the Common Areas, but such Owners may use the Common Areas within their respective Lots, so it does not so interfere.

Section 2.2 Easements in Common Areas. Declarant grants to each Owner a nonexclusive right and easement of use, access, and enjoyment in the Common Areas, subject to:

1. Village Verde Governing Documents and any other applicable covenants;
2. Any restrictions or limitation in any deed conveying such property to the Association;
3. The Board's right to:
 - (i) adopt rules regulating the use and enjoyment of the Common Areas, including rules limiting the number of guests who may use the Common Areas;
 - (ii) suspend the right of an Owner to use recreational facilities within the Common Areas;
 - a) for any period during which any charge against such Owner's Unit remains delinquent; and

- b) for a period not to exceed 30 days for a single violation or for a longer period with any continuing violation of Village Verde Governing Documents after notice and a hearing under the Bylaws;
- (iii) dedicate or transfer all or any part of the Common Areas, subject to such approval requirements as set forth in this Declaration;
- (iv) impose reasonable membership requirements and charge reasonable admission or other use fees for any recreational facility situated upon the Common Areas;
- (v) permit use of any recreational facilities on the Common Areas by persons other than Owners, their families, lessees, and guests upon payment of use fees established by the Board;
- (vi) mortgage, pledge, or hypothecate any of its real or personal property as security for money borrowed or debts incurred;
- (vii) designate certain areas and facilities within the Common Areas as open for the use and enjoyment of the public under Article 2.

Any Owner may extend the rights of use and enjoyment to the members of such Owner's family, lessees (if allowable), and social invitees subject to reasonable regulation by the Board. If allowable, an Owner who leases a Unit shall be deemed to have assigned all such rights to the lessee of such Unit for the period of the lease.

Declarant, so long as Declarant owns any property described in Exhibit "1", Exhibit "1-A" or any property described in any supplemental declaration, and the Association may grant easements in the Common Areas to any service provider or third-party contractor in the sole discretion of Declarant or the Association, in connection with such service provider's or contractor's provision of service to Village Verde. Any such easements shall be subject to any limitations or restrictions placed upon the easement by the grantor. The grantor of such easements, either Declarant or the Association, may require specifically that the party exercising the easements, after exercising the easement, take restorative or ameliorative action regarding the burdened property.

Section 2.3 Alteration of Common Areas. Nothing shall be altered or constructed upon or removed from the Common Areas except upon the prior written consent of the Board.

Section 2.4 Easements for Utilities, Drainage and Storm Drainage. Declarant does establish, create and reserve to benefit itself, the Association and all Owners, and their respective heirs and assigns, an easement (the "Utilities and Drainage Easement") for the installation and maintenance of master television antenna and/or cable systems, security and similar systems, and all utilities, including but not limited to storm sewers and drainage systems and limited to storm sewers and drainage systems and electrical, gas, telephone, water and sewer lines over a five foot wide strip measured from the front and rear lines of each Lot and over a two and one-half foot wide strip measured from each side Lot line of each Lot. No Lot Owner shall allow or permit any structure or landscaping to be located, installed, or grown upon the area subject of the Utilities and Drainage Easement which might damage or interfere with installation and operation of such utilities and systems. Declarant will use best efforts to keep all above ground pedestals in the rear

yard when possible. Each Person utilizing the Utilities and Drainage Easement areas on another's Lot shall promptly restore such area to a condition as close to its original condition as reasonably practical after making such use. Each Lot Owner shall maintain the area of his Lot subject of the Utilities and Drainage Easement in a condition which will not interfere with operation and maintenance of the utilities and systems.

This Declaration creates for Declarant, so long as Declarant owns any property described in Exhibit "1," and the Association, and their successors, assigns, and designees, the nonexclusive right and easement to enter upon drainage ways, drainage culverts, natural drainage areas, washes and wash areas, other areas at Village Verde, including areas within Units, used to drain surface runoff and flood waters, and any improvements and equipment installed or used in connection therewith (collectively, "Drainage Areas") to install, maintain, repair, and replace such areas and property. Except to avoid imminent threat of personal injury or property damage, entry onto any portion of any property not open to the public shall be authorized only during reasonable hours and after receipt of the Owner's or occupant's consent, which consent shall not unreasonably be withheld.

Section 2.5 Easements for Declarant. While Declarant owns any interest in the Property for sale or lease, Declarant shall have an alienable and transferable right and easement on, over, through, under, and across the Common Areas to construct improvements and for installing, maintaining, repairing, and replacing such other improvements to the Property as contemplated by this Declaration or as Declarant desires, in its sole discretion, and to do all things reasonably necessary and proper in connection, provided Declarant shall not have any obligation to do the foregoing.

Section 2.6 Easements of Encroachment. Declarant grants reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and any adjacent Common Areas due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (under the terms of these restrictions) to a distance of not over three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct by, or with the knowledge and consent of, the Person claiming the benefit of such easement.

Section 2.7 Easements to Serve Additional Property. Declarant reserves for itself and its duly authorized agents, successors, assigns, and Mortgagees, and easement over the Association Common Areas for enjoyment, use, access, and development of the property described in Exhibit "1," whether or not such property is made subject to this Declaration. This easement includes a right of ingress and egress over the Common Areas to construct roads and for connecting and installing utilities on such property.

Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Areas because of their actions with development of such property. If any such damages to the property occurs, whether to natural conditions or structures and whether or not such damages results from negligent, willful, or any other action, Declarant or its successors or assigns, whichever is appropriate, shall repair such property and shall restore it to the condition which existed before the damage or to the condition any governmental entity having jurisdiction requires, whichever standard is stricter. Declarant further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof benefiting from such easement is not made subject to this Declaration, Declarant, its successors or assigns shall

contract with the Association to share the cost of any maintenance which the Association provides to or along any roadway providing access to such property.

Section 2.8 Easements for Maintenance, Emergency and Enforcement. Declarant reserves to itself and grants to the Association easements over Village Verde as necessary to enable the Association to fulfill its maintenance responsibilities under Article 7. The Association shall also have the right, but not the obligation, to enter upon any Unit for emergency, security, and safety reasons, to perform maintenance and to inspect to ensure compliance with and enforce Village Verde Governing Documents; provided, however, except to avoid imminent threat of personal injury or property damage, entry into an portion of any property not generally open to the public shall be authorized only during reasonable hours and after receipt of the consent of the Owner or occupant, which consent shall not unreasonably be withheld.

Section 2.9 Easements for Irrigation, Detention/Retention Maintenance, and Flood Water. If any lakes, ponds, channels, detention ponds, retention areas, collections of storm water drainage (collectively, Detention/Retention Area) is within the Common Areas, this Declaration creates, for Declarant and its successors, assigns, and designees, the nonexclusive right and easement, but not the obligation, to enter upon any Detention/Retention Area within the Common Areas to (a) install, operate, maintain, and replace pumps to supply irrigation water to the Common Areas; (b) construct, maintain, and repair structures and equipment used for retaining water; and (c) maintain such areas in a manner consistent with Village Verde Standard.

If any Detention/Retention Area is within the Common Areas, this Declaration creates for the Association and its successors, assigns, and designees, the nonexclusive right and easement to enter upon any Detention/Retention Area within the Common Areas to (a) install, operate, maintain, and replace pumps to supply Detention/Retention Area to the Common Areas; (b) construct, maintain, and repair structures and equipment used for retaining water; and (c) maintain such areas in a manner consistent with the Village Verde Standard.

Declarant, the Association, and their successors, assigns and designees shall have an access easement over and across any of Village Verde abutting or containing any Detention/Retention Area to the extent necessary to exercise their rights under this Section.

Declarant reserves for itself, the Association, and their successors, assigns and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Areas and Units (but not the dwellings thereon) adjacent to or within 100 feet of any Detention/Retention Area at Village Verde, in order to (a) alter and generally maintain any irrigation lake within the Common Areas; and (b) maintain and landscape the slopes and banks pertaining to such areas. All persons entitled to exercise these easements shall use reasonable care in and repair any damage resulting from the intentional exercise of such easements. Nothing in this Declaration will be construed to make Declarant, the Association, or any other Person liable for damage or injury resulting from flooding or surface runoff due to rainfall or other nature occurrences.

Section 2.10 Easements for Screening and Fencing. This Declaration creates for Declarant, so long as Declarant owns any property described in Exhibit "1," and the Association, and their successors, assigns, and designees, the nonexclusive right and easement to enter upon Units and other areas within Village Verde, on which screening and fencing has been installed to improve the aesthetic quality of the Property. Except to avoid imminent threat of personal injury or property damage, entry onto any portion of any property not open to the public shall be authorized only during reasonable hours and after receipt of the Owner's or occupant's consent, which consent shall not unreasonably be withheld. The right of Declarant and the Association

under this Section shall not inure to the benefit of any individual Unit, but is intended to maintain and improve improvements constructed for the overall beautification and benefit of the Property.

ARTICLE 3

CONSTRUCTION ON LOTS AND USE OF LOTS

Section 3.1 General. The Architectural Committee shall have primary jurisdiction over all matters of design review for all property in Village Verde. The Committee may, however, delegate some of its powers or responsibilities, regarding design review for Village Verde to the Association. Unless such time as the Committee delegates all or a portion of its reserved rights to the Association, the Association shall have no jurisdiction over architectural and related matters. The Declarant shall act as the Architectural Committee until the earlier of 1) the termination of the Class “B” Control Period, or 2) the Declarant by Recorded instrument assigns oversight of the AC to the Association. The Design Review Guidelines are set out below, which may be amended.

3.1.1 Submission of Plans. Before commencing Construction of any Structure on any Lot, the Owner shall submit to the Architectural Committee two (2) complete sets of plans (the plans, specifications, and site plans are individually and collectively referred to as the “Plans”), including:

- 1) Detailed Building Plans and Specifications, including:
 - a) orientation;
 - b) foundation type;
 - c) all exterior material types;
 - d) exterior color details;
 - e) floor plan and elevations;
 - f) height;
 - g) roofing material, roof pitch, and roof elevation;
 - h) driveway types;
 - i) types and location of fencing; and
 - j) all other accessories affecting the exterior appearance of the house (solar panels, chimneys, etc.).

- 2) Site Plans including:
 - a) orientation;
 - b) setbacks;
 - c) surface water run off control;
 - d) landscaping plans; and
 - e) all paved area locations inclusive of sidewalks and drives.

The Plans shall be submitted in a form satisfactory to the Architectural Committee, which in all instances, Owner must receive written acknowledgment of receipt of the plans from the Architectural Committee, which may withhold its approval because of its reasonable dissatisfaction with the location of the Structure on the Lot, color scheme, finish material, architecture, height, impact on view from another Lot or Lots, appropriateness of the proposed Structure, materials used, or because of its reasonable dissatisfaction with any other matter which, in the reasonable judgment of the Architectural Committee, would render the proposed Structure incompatible with the general plan of development of the Property or other Structures nearby. The Architectural Committee, in its sole discretion,

shall be empowered to grant variances case-by-case regarding the construction and use restrictions, because of exceptional topographic, geological, or other extraordinary conditions, provided that such variances shall not violate zoning or land use regulations, shall not be granted on an arbitrary basis, shall not unfairly discriminate among Owners, and shall further the common purposes of Village Verde. The Architectural Committee's approval or disapproval of Plans shall be in writing and approval is by written endorsement on such Plans, one copy of which shall be delivered to the Owner of the Lot upon which the Structure is to be constructed. **If the Architectural Committee, or its designated representative, fails to approve or disapprove Plans in writing within thirty (30) days of submission, then the Plans shall be deemed denied as submitted.** In any judicial action to enforce the Architectural Committee's decision, the losing party shall pay the prevailing party's attorney's fees and costs, including those incurred with any appeal.

3.1.2 Construction. No Structure shall be Constructed, on any Lot unless the Plans of the Structure, including landscaping, have been approved in writing by the Architectural Committee referred to in clause 3.1.1 inclusive of any changes made to the approved plans without written approval of changes by the Architectural Committee. The Architectural Committee's review and approval or disapproval of Plans based on cost, aesthetic design, and compatibility with approved Structures on or about other's Lots in the Property, and location shall be absolute and enforceable in any court of competent jurisdiction. The Architectural Committee's approval of any Plans, however, shall constitute no warranty or representation by the Architectural Committee, or the Board, or any of its members that such Plans were examined or approved for engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations; and each Owner releases any claims or possible claims against the Architectural Committee or the Board, or any of them and their heirs, successors, and assigns, or of any nature, based upon engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances, and regulations. All construction and improvements shall meet these guidelines:

1) Requirements by Owners/Builder during construction:

a) All lots must be kept neat and orderly, and all trash/debris shall be kept in a trash container which must be emptied when full. All trash blown from the construction site must be cleaned up immediately and may not extend past 24 hours of the incident.

b) The Owner shall keep erosion control measures in good skillful order. The Owner shall continually maintain, repair and clean-up any failed erosion prevention measures.

c) All construction and non-construction activities shall, in best efforts, not affect the quality of life for the residents of the area.

d) Any damage caused by Owner to any other property, including, but not limited to landscaping, curbs, sidewalks, roadways, drainage areas, common areas, subsurface utilities, signs, lighting, and fencing must be repaired immediately at Owner's expense. The Architectural Committee shall be notified immediately of such event and immediately upon proper completion of the repair.

3.1.3 Sidewalks. Before the issuance by the Oklahoma City of the Certificate of Occupancy, the Builder of each home shall complete installation, at his sole cost, of the

pedestrian sidewalk. Sidewalk construction shall comply with the approved PUD 1418 on file with the City of Oklahoma City and the requirements of Oklahoma City.

3.1.4 Land Development. Builders and Owners shall take no action to affect PUD 1418 established by Declarant, unless otherwise approved by Declarant.

Section 3.2 Uniformity of Use and Appearance/Architectural Committee. One purpose of this Declaration is to assure within the Property (i) a uniformity of use and quality of workmanship, materials, design, maintenance, and location of Structures regarding topography and finish grade elevation; and (ii) there will be no unseemly repetition of external designs. In the best interests of each Owner such uniformity of use be maintained as provided. No building (except for Accessory Structures) shall be erected, altered, placed, or permitted to remain on any Lot other than one family dwelling. Accessory Structures including storage buildings are permitted as allowed by the requirements of this Article 3. Constructing any Structure shall comply with the more restrictive of either the (i) Declaration or (ii) laws, codes, ordinances, and regulations of any governmental entity having jurisdiction, including the PUD 1418.

3.2.1 Modifications. The Architectural Committee shall have exclusive oversight of all modifications to existing construction within Village Verde, including but not limited to all exterior improvements or repairs, structures, and any appurtenances or components of every type and kind, and all landscaping features, including but not limited to buildings, outbuildings, swimming pools, tennis courts, patios, patio covers, awnings, solar panels, painting or other finish materials on any visible surface, additions, walkways, sprinkler systems, garages, carports, driveways, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, gardens, windbreaks, plantings, trees, sod, gravel, bark, exterior lighting, poles, sporting fixtures such as basketball goals, temporary sporting features, such as temporary basketball goals, signs, exterior tanks, exterior air conditioning units, cooling, heating, and water softening equipment (“Modifications”). If the Architectural Committee delegates to the Association its design review authority for exterior alterations of existing improvements or repairs or planting or removal of landscaping, the Association shall establish an Architectural Review Committee. The structure, policies, procedures, and standards in the Governing Documents shall apply to the Architectural Review Committee unless the Association otherwise establishes or modifies such matters.

3.2.2 No Waiver of Future Approvals. Each Owner acknowledges that the persons reviewing applications under this Section (collectively, whether one or more the “Reviewer”) will change occasionally and that opinions on aesthetic matters, and interpretation and application of the Declaration or the Design Review Guidelines, may vary. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed activity (the “Work”) within the scope of this Section until the Work is completed, in which case it may be necessary to require changes to the improvements. Approval of applications or Plans for any Work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right of any Reviewer to withhold approval as to any similar applications, Plans, or other matters subsequently or additionally submitted for approval.

3.2.3 Variances. A Reviewer may authorize variances from compliance with any guidelines and procedures (a) where the design meets the intent of the provision sought to be varied and where granting of the variance would enhance design innovation and excellence, or (b) when circumstances such as topography, natural obstructions, hardship,

or aesthetic or environmental considerations so require, but only under duly adopted rules and regulations. A variance may be granted only when special circumstances so dictate, and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the Reviewer from denying a variance in other circumstances. For this Section, the inability to obtain approval of any governmental agency, issuance of any permit, or the terms of any financing shall not constitute hardship.

3.2.4 Limitation of Liability. The standards and procedures established by this Section are intended as a mechanism for maintaining and enhancing the overall aesthetics of Village Verde; they create no duty to any Person. Review and approval of any application under this Section are made based on aesthetic considerations only, and the Reviewer shall bear no responsibility for ensuring (i) structural integrity or soundness of approved construction or modifications, (ii) compliance with building codes and other governmental requirements; or (iii) conformity of quality, value, size, or design among Units.

Declarant, the Architectural Committee, the Association, the Board, and any committee or member of the foregoing shall not be held liable for soil conditions, drainage, or other general site work, or for any defects in plans revised or approved, or for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Unit and its attendant property, except as otherwise agreed to in specific written agreements. The Architectural Committee, the Association, the Board, and any committee or member of the foregoing shall not be liable for injury or damage to any person or property (i) caused by weather conditions or by any Owners or any other Person (ii) resulting from any rain or other surface or subsurface water which may leak or flow from any portion of the Common Areas, or (iii) caused by a pipe, plumbing, drain, conduit, appliance, equipment, or utility line or facility, the responsible for the maintenance of is of the Association, becoming out of repair, nor be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of the Common Areas or any other portion of the Property. In all matters, the Reviewer shall be defended and indemnified by the Association as provided in Article 11.

Section 3.3 Use Restrictions.

3.3.1 Residential Use. The residential dwellings, within the Structures, are intended for and restricted to use as single-family residences only, on an ownership, rental, or lease basis, and for social, recreational, or other reasonable activities normally incident to such use. Besides the foregoing, Declarant and any approved Builder may use dwellings it owns as sales offices and models for sales of other Lots.

3.3.2 Maintenance of Buildings and Lots. Each Owner shall, at the Owner's sole expense, keep the interior and exterior of the Structure on the Owner's Lot, and the Lot, in a clean and sanitary condition, free of rodents and pests, and in good order, condition, and repair and shall do or cause to be done all redecorating, painting, landscaping, and maintenance at any time necessary to maintain the appearance and condition of the Structure and the Lot. Any repairs or maintenance shall meet like, kind, and quality of existing construction unless approved in writing by the Architectural Committee.

3.3.3 Completion of Construction. Any Structure erected or placed on any Lot shall be completed as to external appearance within fourteen months from the date Construction is started. All Lots shall be maintained in a neat and orderly condition during Construction.

3.3.4 Parked and Inoperable Vehicles. Inoperable and/or unlicensed trucks, campers, trailers, boats, motorcycles, or vehicles unlicensed, not in operable condition and/or current use shall not be parked on any Lot, or in a location visible from any street. No trucks, campers, trailers, boats, motorcycles, or vehicles shall be parked overnight on any street adjoining any Lot; provided that such vehicles belonging to guests may occasionally be so parked. Each house shall have at least a two-car garage, or as otherwise approved by Architectural Committee. No vehicle of any type or condition may be parked at any time on any portion of any Lot which is not the driveway, garage, or Board approved accessory parking.

3.3.5 Signs. No sign of any kind shall be displayed to the public view on or from any Lot without the prior written consent of the Board, except for "For Sale" signs in a form not prohibited by any rules and regulations of the Association. This restriction shall not apply to a homeowner's personal identification sign of not over six square feet. This Section shall not apply to the Declarant or any approved Builder.

3.3.6 Animals. Household pets shall be permitted as authorized and regulated by the City of Oklahoma City and cause no nuisance. All animal enclosures must be kept in a clean, neat, and odor-free condition.

3.3.7 Accessory Structures. All temporary or accessory building shall be reviewed and approved by the Architectural Committee, so it meets the Village Verde Standard. Such accessory Structures shall include, but not be limited to sheds, storage buildings, gazebos, garages, tents, and barns.

3.3.8 Clothes Lines. No washing, rugs, clothing, apparel, or any other article shall be hung from the exterior of any Structure or on a Lot visible from the streets and roadways adjoining the Lots.

3.3.9 Radio and Television Aerials. No television or radio aerial shall be erected or placed on any Lot which is over six (6) feet in height above the highest point (exclusive of chimneys) on the Structure upon which it is erected or a total of fifty (50) feet, whichever is less. No rotary beams, separate towers, or other similar devices shall be constructed on any Lot. No satellite receiving dishes, or other such electronic receiving devices shall be on any Lot. Typical DIRECTV or similar dishes are permitted, but all others must be approved by the Architectural Committee which meets the Village Verde Standard.

3.3.10 Trash Containers and Debris. All trash shall be placed in containers, which shall be placed in sanitary containers located so as not to be a visible nuisance from adjoining Structures or streets or roadways. City approved trash cans shall be located on the side or back of the house. No Lot or any portion thereof shall be a dumping ground for trash or rubbish of any kind. Yard rakings, dirt, and debris resulting from landscaping work or Construction shall not be dumped onto other Lots or land areas, streets, or roadways. Compost piles may be kept upon the Lots, provided they are kept in a clean, neat, and sanitary condition.

3.3.11 Offensive Activities. No noxious or offensive activity shall be carried on any Lot, or any common area, nor shall anything be done which may be or become an annoyance or nuisance to other Owners or tenants, inclusive of, and including fireworks, explosives, burning, dumping debris, mudding, tracking of planted fields, audible discharge, and light pollution. All garage sales, approved by the City of Oklahoma City, must also be conducted in a neat and orderly manner.

3.3.12 Setbacks. No Structure shall be located closer than the front or side building setback lines under the Governing Documents. For this Section, eaves, steps, and open porches shall not be part of the Structure; provided this Section shall not be construed to permit any portion of a Structure on any Lot to encroach upon any other Lot. All Structures shall also comply with all applicable governmental laws, codes, ordinances, and regulations pertaining to setbacks.

3.3.13 Fences. All Fences shall be constructed in a good and workmanlike manner of wood boards, ornamental iron, or masonry and shall be artistic in design and shall not detract from the appearance of any adjacent Structures. All wood board fences must have steel posts buried 18" in concrete and if abutting a common area must have the posts on the inside, unless otherwise approved. No fence shall exceed six (6) feet in height as measured from the high side of the ground, unless otherwise approved by the Architectural Committee. For all lots which abut a common area/water area, fencing must be made of typical aluminum or steel black decorative see-through fencing with two or three rails of height between four and five feet, or as otherwise approved by the Architectural Committee to meet the Village Verde Standard regarding reduced height, increased transparency, and aesthetics for these specific areas. No Fences shall be constructed within the front yard area nor the side yard area within ten (10) feet of the front yard, unless approved by the Architectural Committee. The Architectural Committee must approve all other types of fencing and variances. Owners must continually maintain the fence to the Village Verde Standard as defined by the Architectural Committee.

3.3.14 Underground Utilities. All utility lines located outside a dwelling unit shall be in conduits attached to such units or underground.

3.3.15 Drainage. Any drainage from a Lot which causes erosion problems in the reasonable opinion of the Board shall be piped, at the Lot Owner's expense, to the nearest underground public storm sewer line, street ditch or drywell.

3.3.16 Damage. Any damage to streets, Plat improvements, entry structures, fences, landscaping, mailboxes, lights, and lighting standards by Lot Owners, their children, contractors, agents, visitors, friends, relatives, or service personnel shall be repaired by such Owner within twelve (12) days from such damage.

All partial repairs to exterior components of homes shall be completed in such a manner as to not disrupt the cohesive aesthetic appearance of the structure and/or the community. All repaired or replaced exterior building components including, but not limited to, exterior paint, exterior wall materials, exterior brick, exterior stucco, etc. shall match the preexistent or remaining exterior components in color, texture, dimension, and general appearance. Partial repairs which repair or replace greater than 30% of the surface area of a preexistent exterior building component will require the approval of the Architectural Committee before the commencement of construction.

3.3.17 Exterior Colors/Materials. The exterior paint of any house shall be painted in natural and neutral colors or other colors approved by the Architectural Committee. All exterior wall materials shall be made of sixty percent (60%) brick, rock/stone, or EFIS/Stucco, and the remaining area shall be covered with materials that blend with the chosen brick, stone, or EFIS/Stucco. If the house is primarily EFIS/Stucco, the bottom four (4) feet must be brick or rock/stone. Vinyl siding is not a permitted material.

3.3.18 Driveways. All driveways shall be surfaced with concrete material or of materials designed to improve both storm water quality and quantity but must be approved by the Architectural Committee. All driveways shall have an expansion joint at the property line. All driveways shall drain properly to street drainage systems or other means. Community recreational amenities and model homes constructed by the Declarant or approved Builders with written approval from the Declarant are exempt from this provision.

3.3.19 Landscaping Completion. The landscaping of all front yards must be completed by final Certificate of Occupancy, provided that such period may be extended by the Board if undue hardship occurs caused by adverse weather conditions.

3.3.20 Landscaping Maintenance. The front yard landscaping shall be well maintained *i.e.*, weeds shall be removed at least once a year and grass seeded areas shall be kept below six (6) inches in height.

3.3.21 Window Coverings. Curtains, blinds, or window shades must be installed on all windows facing or visible from public roadways within thirty (30) days of occupancy, unless there are esthetic reasons not to. No newspapers, bed sheets, or other makeshift window coverings shall be visible from roadways on the Property.

3.3.22 Minimum Square Footage. The minimum first floor square footage of any two-story house, unless otherwise approved by Architectural Committee, built within the Plat described on Exhibit "1-A" shall be (i) 950 square footage for lots designed within sections including 51' front lots, (ii) 1,200 square footage for lots designed within sections including 55' front lots, and (iii) 1,500 square footage for lots designed within sections including 60' front lots, and (iv) 1,800 square footage (2,200 square footage whole house minimum) for lots designed within sections including 75-80' front lots, and (v) see section 3.3.32 for all lots which intended uses are R-2/R-3/R-4 housing; all exclusive of garages, carports, porches, decks, unfinished living areas, unfinished basements, or future additions identified and submitted to the Architectural Committee in the Construction Plans which must be approved as compliant by the Architectural Committee.

3.3.23 Roofing Material. All roofs must have a minimum 5/12 pitch roof, made of clay, tile, or asphalt composition roofing, which is the color of weathered wood, with a minimum thirty (30) year roof, or such other material or color approved by the Architectural Committee. No wood shake roofs shall be permitted. If roof is repaired – repair must match existing roof shingles as determined by the Architectural Committee, and if more than 50% of the roof, the entire roof covering must be replaced.

3.3.24 Trees and Landscaping. All lots must have at least two (2), two (2) inch caliper trees. All corner Lots shall add one additional tree on the side of the lot, which may

be one and half (1.5) inch caliper tree. When possible, one tree along the front of the house shall be a "Street Tree," as defined by the City of Oklahoma City and between the sidewalk and the back of the curb. Both the front and rear yards are to be sodded by the Certificate of Occupancy, weather permitting. Species of plantings should be chosen based on nativity and drought tolerance. Those species not permitted are listed on attached Exhibit "2". It shall be the responsibility of the Owner to replace any dead trees, at equal or greater type and size, following any warranty period established between Owner and Builder.

3.3.25 Foundations. Foundation Construction may be footing and stem, pier on grade, post tension, or other foundation system approved by Committee.

3.3.26 Mailboxes. All mailboxes must be constructed of brick, stone, wrought iron, or other materials approved by the Committee. To benefit emergency vehicles and guests, each house must have an easily identifiable address on the house or integrate the address into the design of the mailbox.

3.3.27 Pools. All pools must be in ground, except pools typical of small, temporary children's pools, and they must be located out of sight, in the backyard of the associated unit and only during times of use.

3.3.28 Common Areas/Water Areas. All areas open to and for the use of the public, must remain in their natural or constructed state for the quiet enjoyment of the community. There shall be no entry or activity in the areas designed as water features. The Association shall not be responsible for any loss, damage, or injury from an authorized or unauthorized use in any common area, lake, pond, stream, etc. Each person is responsible for the trash and debris created by their use.

3.3.29 Wildlife/Natural Areas. All areas open to and for the use of the public, must remain in their natural or constructed state for the quiet enjoyment of the community. Each person is responsible for the trash and debris created by their use.

3.3.30 Energy Efficiency and Green Design. No unit shall be constructed without proper consideration for energy usage, and all shall conform to the guidelines set forth by the Committee which may change occasionally, and as established in Exhibit "2."

3.3.31 Front Porches. Front porches are preferred within the community to build community connectedness; however only outdoor furniture may be on front porch, and it must be kept in a neat and orderly fashion.

3.3.32 Multi Family Housing. The Lots and any building or any structure now or later erected on Lots designed to be R-2, R-3, or R-4 housing shall be occupied and used for single family residence purposes in a configuration not exceeding the requirements as set forth in PUD 1418. A "Multi Family Unit" is defined as a free-standing residential building designed to provide independent living facilities occupied by two, three, or four

families in which Multi Family Units are attached so that each single-family unit is located on a Lot. (i.e., there is one Lot for each “half” of a duplex). This provision is to prevent the re-subdivision or split lot of any Lot in any manner that would result in the construction of more dwellings than allowed by city ordinance.

A Multi Family Unit shall not exceed two (2) stories in height. Each single-family unit (i.e., “half” of the Duplex) must have a minimum two (2) car garage. The ground floor areas of the dwelling, exclusive of covered and open porches and garages, shall not be less than 800 square feet for a one-story dwelling house.

No dwelling shall be located on a Lot nearer to any street than the minimum setbacks lines for the Lot as shown on the Plat. All driveways must be made of concrete.

All fireplaces and chimneys located on an exterior of the dwelling shall be covered with brick, stone, or masonry. The portion of the fireplace flue or chimney which protrudes through the roof shall be enclosed with brick, stone, or masonry.

The exterior wall finish of a Multi family unit shall meet the standards as set forth in section 3.3.17 of this document.

A common wall runs through each Multi Family Unit (the “Party Wall”).

- a. Party walls are declared to be party walls under the laws of the State of Oklahoma.
- b. Each Owner shall have an easement to the land covered or to be covered by the Party Wall appurtenant to a Unit Owner’s Lot.
- c. The cost of maintaining a Party Wall shall be borne equally by the Owners on either side of the Party Wall.
- d. In the event of damage or destruction of the Party Wall from any cause, other than the negligence of an Owner, the adjacent Owners, at their joint expense, shall repair or rebuild the Party Wall, and each of such Owners shall have the right to the full use of the Party Wall so repaired or rebuilt. If the negligence of an Owner shall cause damage or destruction to the Party Wall appurtenant to such Owner’s Lot, the negligent party shall bear the cost of repair or restoration. If an Owner shall neglect or refuse to pay its share of repair or restoration, or of such cost for repair or reconstruction in the case of negligence, the adjacent Owner may have the Party Wall repaired or restored and shall be entitled to have a lien on the premises and tract of land owned by the defaulting party for the amount of the defaulting party’s share of the repair or replacement cost, plus appropriate administrative fee.
- e. An Owner shall have the right to break through the Party Wall appurtenant to such Owner’s Lot for repairing or restoring sewerage, water, and other utilities, subject to

the obligation to restore the Party Wall to its previous structural condition and appearance at the repairing party's expense, and obligation to pay any damage negligently caused.

- f. The use by any party of such other party's dwelling unit for the purpose of repair, construction, or maintenance shall have the right to enter on the adjoining premises at reasonable times and may be necessary in connection with construction work. The Owner performing such construction work shall take and observe due precaution and care not to damage the adjoining premises or property of another Owner.
- g. The rights and responsibilities, including the obligations to pay for the cost of repair, maintenance, and restoration, as provided, shall together constitute a covenant running with the land for the benefit of severally each Owner, and along with the easements provided shall be deemed and are declared to be appurtenances for the benefit of each Multi Family Lot and Unit.
- h. The rights and responsibilities continue so long as the Party Wall or any part required for the support of either of the structures on the Lots utilizing the Party Wall exist.
- i. The Association will mow and maintain the front lawns of the Multi Family Unit Lots (not to include landscaping), at a cost for each Lot of \$420.00/annually, unless otherwise changed by the Association. Any other maintenance agreement can be utilized but must be approved by the Association.

ARTICLE 4

VILLAGE VERDE OWNERS ASSOCIATION

Section 4.1 Function of Association. The Association is the entity responsible for management, maintenance, operation, and control of the Common Areas, and where applicable, Multi-Family Lots. The Association also is the primary entity responsible to enforce the Village Verde Governing Documents. The Association shall perform its functions under Village Verde Governing Documents and the laws of the State of Oklahoma.

Section 4.2 Form of Association. Every Owner is a Member of the Association. There is only one membership per Unit. If a Unit is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting in this Article 4 and in the Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, manager, partner, or trustee, or by the individual designated occasionally by the Owner in writing provided to the Secretary of the Association. Each Person taking title to a Unit within Village Verde takes expressly subject to the Governing Documents.

Section 4.3 Board of Directors. The affairs of the Association shall be governed by a board of directors (the "Board"), which will consist of one or more members, to be determined in the reasonable discretion of the Board. Subject to any specific requirements, the Board shall have authority to establish operating rules and procedures. If death occurs or resignation of any member

or members of the Board, the remaining member, or members shall have full authority to appoint a successor member or members. Members of the Board may not be compensated for services performed under this Declaration or any Governing Document.

Section 4.4 Voting. The Association shall have two classes of membership, Class “A” and Class “B.”

- 1) **Class “A”.** Class “A” Members shall be all Owners except the Class “B” Member, if any. Class “A” Members shall have one equal vote for each Unit in which they hold the interest required for membership under Section 4.2, except there shall be only one vote per Unit and no vote shall be exercised for any property exempt from assessment. All Class “A” votes shall be cast as provided in Section 6.3(3) below.
- 2) **Class “B”.** The sole Class “B” Member shall be Declarant. The Class “B” Member may appoint members of the Board during the Class “B” Control Period, as specified in Section 3 of the Bylaws and defined below. Additional rights of the Class “B” Member are specified in the sections of Village Verde Governing Documents. After termination of the Class “B” Control Period, the Class “B” Member shall have a continuing right to disapprove actions of the Board and its committees as provided in this Declaration.

The Class “B” membership shall terminate upon the earlier of:

- i) Expiration or termination of the addition and annexation rights reserved to the Declarant in Article 14 to this Declaration, or
- (ii) When, in its sole discretion, Declarant so determines and declares in a legally sufficient Recorded instrument.
(the “Class “B” Control Period”).

Upon termination of the Class “B” membership, Declarant shall be a Class “A” Member, entitled to one Class “A” vote for each Unit which it owns.

- 3) **Exercise of, and Limitation on Voting Rights.** Association Members who are in good standing in the sole judgment of the Association, and except as otherwise specified in this Declaration or the Bylaws, the vote for each Unit owned by a Class “A” Member can be exercised by the Member representing the Unit. The Member may cast all such votes as it, in its discretion, deems appropriate.
- 4) **Effect of Non-payment of Assessments; Remedies of the Association.** Each Owner of any Lot shall be deemed to covenant and agree to the enforcement of the assessments in the manner provided. If any assessment, or installment, is not paid by the due date specified by the Board, the Owner of the Lot for which the delinquent assessment or installment is unpaid shall lose the right to cast the vote of that Lot in the Association until all amounts due are paid in full.

In any situation where a Member is entitled personally to exercise the vote for such member’s Unit, and there is more than one Owner of such Unit, the vote for such Unit shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in a signed writing before the vote being taken. Absent such writing, the Unit’s vote shall be suspended if more than one Person seeks to exercise such vote; however, the Unit must be included for quorum purposes.

Section 4.5 Qualification for Membership. Each fee Owner of a Lot (including Declarant) on the Property and each lessee shall be a member of the Association and may have one membership and one vote for each Lot owned or leased; provided that, if a Lot has been sold on contract, the contract purchaser shall exercise the rights of an Owner, for the Association and this Declaration, and shall be the voting representative unless otherwise specified. Ownership of a Lot shall be sole qualification for membership in the Association.

Section 4.6 Transfer of Membership. The Association membership of each Owner (including Declarant) shall be appurtenant to the Lot giving rise to such membership, and cannot be assigned, transferred, pledged, hypothecated, conveyed, or alienated except upon transferring title to the Lot and then only to the transferee of title to the Lot. Any attempt to make a prohibited transfer shall be void and invalid. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association to the new Owner.

Section 4.7 Number of Votes. The total voting power of the Association shall equal the number of Lots within the Property. The Owner or Owners of each Lot, within the Property, may have one vote. If a Person (including Declarant) owns more than one Lot, that Person shall have the votes for each Lot owned.

An Owner may, but shall not be obligated to, pledge Owner's vote on all issues or on certain specific issues to a Mortgagee particularly if the Mortgagee is in possession of the Owner's Lot; provided, however, that if an Owner is in default under a mortgage on his Lot for ninety (90) consecutive days or more, the Owner's Mortgagee automatically may declare the Lot Owner has pledged his vote to the Mortgagee on all issues arising after such declaration and during the continuance of the default. If the Board has been notified of any such pledge to a Mortgagee, only the vote of the Mortgagee will be recognized on the issues subject to the pledge.

Section 4.8 Annual and Special Meetings. There shall be an annual meeting of the members of the Association in the first quarter of each fiscal year, at such reasonable place and time as designated by written notice from the Board delivered to the Owners no less than thirty (30) days before the meeting. At the first such meeting, and at each annual meeting after, the Owners shall elect, by majority vote, individuals to serve as Board members until a successor is elected at the next annual meeting. Each Lot may have one vote for each director and the voting for directors shall be noncumulative. The financial statement for the preceding fiscal year (if any), and the budget the Board has adopted for the pending fiscal year, shall be presented at the annual meeting for the information of the members. Special meetings of the members of the Association may be called by the Board upon not less than fourteen (14) days prior written notice to all Owners, to consider matters which require the approval of all or some of the Owners, or for any other reasonable purpose. Any Mortgagee in possession of any Lot may attend or designate a representative to attend the meetings of the Association so long as sufficient written is provided to the Association. Board, Annual, and Special membership meetings may be held by video teleconference or telephone, so long as all attending can hear and be heard and the documents and information necessary for each meeting are distributed along with each notice for the meeting. All Owners have a continuing obligation to provide to the Association one current and updated mailing address, email address, and telephone. Email or first-class mail shall be sufficient notice to Owners under this Section.

Section 4.9 Books and Records. The Board shall cause to be kept complete, detailed, and accurate books and records of the receipts and expenditures of the Association, in a form that complies with accepted accounting principles. The books and records, authorizations for payment of expenditures, and all contracts, documents, papers, and other records of the Association shall

be available for examination by the Lot Owners, Mortgagees, and the agents or attorneys of either of them, during normal business hours and at any other reasonable time or times.

Section 4.10 Restriction of Board. After the Effective Date of this Declaration, the then Owners of sixty percent (60%) of the Lots in the Property with approval of Declarant, if Declarant is an Owner, shall have the power through a written instrument recorded in the real property records of Canadian County, Oklahoma, to restrict or eliminate all or any of the approval powers and duties of the Board in this Declaration, excluding the duty to maintain the Common Areas.

Section 4.11 Consensus for Association Litigation. Except as provided in this Section, the Association shall not commence a judicial or administrative proceeding without the approval of at least two-thirds of the Members attending an Annual or Special meeting of the Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce Village Verde Governing Documents (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the same percentage of votes and under the same procedures to institute proceedings.

Before the Association or any Member commencing any judicial or administrative proceeding to which Declarant is a party and which arises out of an alleged defect at Village Verde or any improvement constructed upon Village Verde, Declarant shall have the right to be heard by the Members, or the particular Member, and to access, inspect, correct the condition of, or redesign any portion of Village Verde, including any improvement as to which a defect is alleged. In addition, the Association or the Member shall notify the Builder who constructed the improvement before retaining any other expert as an expert witness or for other litigation purposes.

Section 4.12 Dispute Resolution and Enforcement. Subject to Section 4.11, before the Declarant, Association, or any Member bringing any judicial or administrative proceeding under the Governing Documents or for a claim against the Declarant, Association, or any Member, such Person making a claim shall make a good faith attempt to negotiate in person with the other party, including seeking formal pre-litigation mediation, for resolving the dispute. If good faith negotiations fail to resolve the dispute, the Person thereafter may sue in any court of competent jurisdiction or to initiate proceedings before any appropriate administrative tribunal on their claim. Each Party shall bear its own costs of any mediation, including attorney's fees, and each Party shall share equally all charges rendered by any mediator. If the Parties agree to resolving any claim through negotiation or mediation and any Party after fails to abide by the terms of such agreement, then any other Party may sue or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth above. The Party enforcing the agreement may recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs in enforcing such agreement, including, without limitation, attorney's fees and court costs.

Each Owner shall comply with the Governing Documents, including any rules, regulations, and resolutions of the Association. Failure to so comply shall be grounds for taking such actions elsewhere provided for in the Governing Documents, including, but not limited to, the institution of legal proceedings in an action at law and/or in equity. Should the Declarant or Association engage legal counsel for representation, all costs associated with such engagement, including litigation costs and expenses, shall be recovered from the other party, which may be a special assessment if the other party is a Member. No delay, failure, or omission by Declarant or Association in exercising any right, power, or remedy provided in these Governing Documents

shall be construed as an acquiescence or shall be deemed a waiver of the right to enforce such right, power, or remedy as to the same violation or breach, and shall act as no bar to enforcement.

ARTICLE 5

NOTICES FOR ALL PURPOSES

Except as provided, all notices under the provisions of this Declaration or rules or regulations of the Association shall be in writing and may be delivered either personally, by email, or by mail. If delivery is made by mail, the notice shall be deemed to have been delivered on the third day of regular mail delivery after a copy has been deposited in the United States mail, first class postage prepaid, addressed to the Person entitled to such notice, at the most recent address known to the Association. Mailing addresses may be changed by notice in writing to the Association. All Members have a continuing obligation to keep the Association notified of their contact information, including identity, relationship to Owner, if not the Owner, email address, mailing address, home, office, and mobile phone numbers, and street address. Notices to the Board may be given to the Association at the following:

Village Verde Owners Association
PO Box 22921
Oklahoma City, OK 73132
info@villageverdeokc.com; www.villageverdeokc.com

The Board's address may be changed occasionally by the execution and recording of a legally sufficient instrument in the real property records of Canadian County, Oklahoma, which (i) refers to the Declaration and this Article and (ii) sets forth the Board's new address and/or email address.

ARTICLE 6

AUTHORITY OF THE BOARD

Section 6.1 Adoption of Rules and Regulations. The Board is empowered to adopt, amend, or revoke occasionally on behalf of the Association, detailed administrative rules and regulations necessary or convenient to ensure compliance with the general guidelines of this Declaration, to promote the comfortable use and enjoyment of the Property, and to govern the operation and procedures of the Association. The rules and regulations may, without limitation, authorize voting by proxy or mail or both on Association matters. The rules and regulations of the Association shall be binding upon all Owners and occupants and all other Persons claiming any interest in the Property.

Section 6.2 Enforcement of Declaration, Etc. The Association through its Board shall have the power to enforce this Declaration, and the rules and regulations of the Association, to benefit the Association. The failure of any Owner to comply with this Declaration, the Governing Documents, or the rules and regulations of the Association, will give rise to a cause of action in the Association (acting through the Board) and any aggrieved Lot Owner to recover damages or injunctive relief or both. If a legal action is brought to interpret or enforce compliance with this Declaration, or the rules and regulations of the Association, the prevailing party shall be entitled

to judgment against the other party for its reasonable expenses, court costs, and attorney's fees in the amount awarded by the court.

Section 6.3 Goods and Services. The Board shall acquire and pay for, as common expenses of the Association, all goods, and services necessary or convenient for the efficient and orderly maintenance of all portions of the Common Areas and any related facilities or improvements not maintained by public utility companies or a governmental entity. The goods and services shall include (by way of illustration and not by limitation) utility services for the Common Areas; policies of insurance; and maintenance, repair, landscaping, gardening and general upkeep of the Common Areas and any related facilities or improvements, including park areas, greenbelts, and retention basin. The Board may hire such employees and contractors as it considers necessary.

Section 6.4 Protection of Common Areas. The Board may spend such funds and take such actions as it may occasionally deem necessary to preserve and protect the Common Areas, settle claims, or otherwise act in what it considers to be in the best interest of the Association.

ARTICLE 7

BUDGET AND ASSESSMENT FOR COMMON EXPENSES

Section 7.1 Fiscal Year; Preparation of Budget. The Board may adopt such fiscal year for the Association as it deems convenient. Unless another year is adopted, the fiscal year will be the calendar year. As soon as the Board in its discretion deems advisable and before the expiration of each fiscal year thereafter, the Board shall establish a budget for the costs of maintaining the Common Areas during the ensuing fiscal year. The Board shall then assess each Lot within the Property with its pro rata share, based upon the number of Lots then within the Property excluding all Lots owned by Declarant, of such estimated costs. The Board, at its election, may require the Lot Owners to pay the amount assessed in equal monthly or quarterly installments or in a lump sum annual installment. The Board shall notify each Lot Owner in writing, at least ten (10) days before each assessment period, of the assessment for the period, which notice shall come with a copy of the budget upon which the assessment is based. Unless otherwise provided by this Declaration, the assessments levied by the Board shall be used exclusively to promote the recreation, health, safety, and welfare of the Lot Owners and for the improvement and maintenance of the Common Areas.

7.1.1 Annual assessments will be determined by the Village Verde Owners Association. Common Area expenses may include irrigation system, water, landscape, care, park, and sign maintenance.

Section 7.2 Certificate of Unpaid Assessments. Any failure by the Board or the Association to make the budget and assessments, before the expiration of any fiscal year for the ensuing fiscal year, shall not be deemed a waiver or modification of this Declaration, or a release of the Owners from the obligation to pay assessments during that or any subsequent year; and the assessment amount and payment method established for the preceding fiscal year (if any) shall continue until a new assessment is established. Upon the request of any Owner or Mortgagee or prospective Owner or prospective Mortgagee of a Lot, the Board will furnish a statement of the number of unpaid assessments charged to the Lot. The statement shall be conclusive upon the Board and the Association as to such indebtedness on the date of the statement for all purchasers and Mortgagees of the Lot who rely on the statement in good faith. All assessments and other receipts received by the Association shall belong to the Association.

Section 7.3 Date of Commencement of Annual Assessments. The annual assessments provided shall commence, as to all Lots except Lots owned by Declarant, when the Board, in its absolute discretion, deems advisable, but no later than when Builders acquire the Lots, at which time Builder is responsible for any dues. The first annual assessment shall be according to the number of months remaining in the fiscal year.

Section 7.4 Initial Assessment and Budget. An initial assessment for new purchases is \$450 and shall be collected by the escrow agent at the time of closing of each newly Constructed home. The initial assessment shall be paid to the Association by the escrow agent. This assessment shall constitute the initial budget of the Association for legal creation, Common Areas maintenance and repair, unless further amended by the Board.

Section 7.5 Future Annual Assessments. Effective January 1, 2024, the annual assessment is increased to \$450 for Sections 1-3. All Lots in Section 4 and 5 will have an annual assessment of \$450 beginning the first January following Builders acquiring the Lots. Future annual assessments shall be set at the annual meeting for collection the following year.

ARTICLE 8

LIEN AND COLLECTION OF ASSESSMENTS

Section 8.1 Assessments Are a Lien; Priority. All unpaid sums assessed by the Association for the share of the common expenses chargeable to any Lot, and any sums specifically assessed to any Lot under the authority of this Declaration, including any special assessment against a Lot Owner for noncompliance with the Declaration and Governing Documents, including professional fees and costs incurred by the Association in making and levying any assessment, shall constitute a lien on the Lot and all its appurtenances from the date the assessment becomes due and until paid. The lien for such unpaid assessments shall be subordinate to tax liens on the Lot for any assessing unit and/or special district, and to all sums unpaid on all First Mortgages of record, but to the extent permitted by law shall have priority over all other liens against the Lot. A First Mortgagee which obtains possession through a Mortgage foreclosure or deed of trust sale, or by taking a deed in lieu of foreclosure or sale, or a purchaser at a foreclosure sale, shall take the Lot free of any claims for the share of common expenses or special or other assessments by the Association chargeable to the Lot which became due before such possession, but will be liable for the common expenses and special or other assessments that accrue after possession was taken. The Lot's past due share of common expenses or special or other assessments shall become new common expenses chargeable to the Lot Owners, including the Mortgagee or foreclosure sale purchaser and their heirs, successors, and assigns, in proportion to the number of Lots owned by each. Notwithstanding the foregoing, however, the Owner and the real estate contract purchaser shall continue to be personally liable for past due assessments as provided in Section 8.3. For this Section, "Mortgage" does not include a real estate contract and "Mortgagee" does not include the vendor or the assignee or designee of a vendor of a real estate contract.

Section 8.2 Lien May Be Foreclosed. The lien for delinquent assessments may be foreclosed by suit by the Board, acting on behalf of the Association, in like manner as the foreclosure of a Mortgage of real property. The Board, acting on behalf of the Association, shall have the power to bid on the lot at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

Section 8.3 Assessments Are Personal Obligations. Besides constituting a lien on the Lot, all sums assessed by the Association chargeable to any Lot, with interest, late charges, costs, and attorney's fees, if delinquency occurs, shall be the joint and several personal obligations of the Owner and any contract purchaser of the Lot, when the assessment is made, and their grantees. Suit to recover personal judgment for any delinquent assessments shall be maintainable without foreclosing or waiving the liens securing them.

Section 8.4 Late Charges and Interest on Delinquent Assessments. The Board may occasionally establish late charges and a rate of interest to be charged on assessments delinquent for more than ten days after the date when due. Absent another established, non-usurious rate, delinquent assessments shall bear interest at twelve percent per annum. If an installment on an assessment against a Lot is not paid when due, the Board may elect to declare the entire assessment against the Lot for the remainder of the fiscal year to be immediately due.

Section 8.5 Recovery of Attorney's Fees and Costs. In any action to collect delinquent assessments, the prevailing party may recover, as a part of its judgment, a reasonable sum for attorney's fees and all costs and expenses reasonably incurred with the action, besides taxable costs permitted by law.

Section 8.6 Remedies Cumulative. The remedies provided are cumulative and the Board may pursue them, and any other remedies which may be available under the law, although not expressed in the Governing Documents, either concurrently or in any order.

Section 8.7 No Avoidance of Assessments. No Owner may avoid or escape liability for assessments by abandoning his or her Lot.

ARTICLE 9

FAILURE OF BOARD TO INSIST ON

STRICT PERFORMANCE; NO WAIVER

The failure of the Board in any instance to insist upon the strict compliance with this Declaration, the Governing Documents, or the rules and regulations of the Association, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment of same of any term, covenant, condition, or restriction. The receipt by the Board of payment of any assessment from an Owner, with knowledge of any breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed by an authorized agent of the Association.

ARTICLE 10

LIMITATION OF LIABILITY

So long as a Board member, Association member, the Committee or the Declarant has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such Person, then no such Person shall be personally liable to any Owner, or to any other Person, including the Association, for any damage, loss or prejudice suffered or claimed because of any act, omission, error or negligence of such Person; provided this Article

shall not apply where the consequences of such act, omission, error or negligence are covered by any insurance actually obtained by the Association.

ARTICLE 11

INDEMNIFICATION

Each Board member and Declarant shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed in connection with any proceeding, or any settlement, to which the Board member or Declarant may be a party or in which he may become involved for holding or having held such position, whether or not he holds such position when such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by insurance and except in such cases wherein such Board member or Declarant is adjudged guilty of willful malfeasance in the performance of his or her duties; provided that, if a settlement occurs, the indemnification shall apply only when the Board approves such settlement and reimbursement is in the best interests of the Association.

Owner and Declarant agrees to indemnify, defend and save harmless, the other (the "protected party"), its members, owners, officers directors, employees and agents against any claims, damages, actions, judgments, decrees, penalties, and/or liability and expense with loss of life, bodily injury and/or personal injury and/or damaged property arising out of or from Declarant's or Owner's use of any part of the Property, whether occasioned in full or in part by any act of omission, negligence or any reason of such other party, its guests, invitees, employees, agents, members or contractors.

Owner also agrees to defend and hold the protected party harmless and not responsible for loss, theft, burglary, robbery, damage, fire, etc., to any possessions, personal property, property of any kind, including, but not limited to, equipment, supplies, personal belongings, etc. of the Owner or any of its guests, invitees, agents, members, contractors, etc. Owner agrees to conduct its activities upon the premises so as not to endanger any person or property thereon, nor shall Owner put up or operate any engine or motor or machinery on the premises or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes that will violate any law, rule or regulation, either State or Federal.

ARTICLE 12

INSURANCE

At such times as the Board deems appropriate, the Board shall cause the Association to purchase and maintain, as a common expense, a policy or policies of insurance which the Board deems necessary or desirable to provide casualty insurance; comprehensive liability insurance; with such deductible provisions as the Board deems advisable; insurance, if available, for the protection of the Association's directors and representatives from personal liability in the management of the Association's affairs; and such other insurance as the Board deems advisable. The Board shall review the adequacy of the Association's insurance coverage at least annually.

ARTICLE 13

DAMAGE AND REPAIR OF DAMAGE TO PROPERTY

If any casualty occurs, loss or other damage to any Common Areas for which the then current assessments by the Association are insufficient to repair or restore, or for which there are not insurance proceeds or insufficient insurance proceeds available to the Board for such restoration or repair, the Board may make a special assessment against each completed home within the Property for its pro rata share of the cost and expenses to repair and/or restore the Common Areas. The special assessment shall be payable, at the determination of the Board, in either monthly or quarterly installments or in a single lump sum amount. The Board shall notify each completed Owner of any such special assessment not less than twenty (20) days before the date such special assessment or the first installment thereon is due, which notice shall come with a reasonably detailed statement of the Board's estimated costs and expenses of repairing and/or restoring the Common Areas. For this Article XIII, a "completed home" is a non-Builder-owned home, other than a home leased by a Builder for residential rental purposes.

ARTICLE 14

COMMUNITY DEVELOPMENT AND AMENDMENTS OF DECLARATION

Section 14.1 Expansion by Declarant. Declarant may occasionally amend, supplement, restate and make subject to this Declaration all or any portion of the property described in Exhibit "1" by Recording a Supplemental Declaration describing the additional property to be subjected. An Amended and Restated and/or a Supplemental Declaration Recorded under this Section shall not require the consent of any Person other than Declarant unless otherwise provided by this Declaration.

Declarant's right to expand Village Verde under this Section shall expire when all the property described in Exhibit "1" has been subjected to this Declaration or 40 years after Recording the last Recorded Declaration or Supplemental Declaration, whichever is earlier. Until then, Declarant may transfer or assign this right to annex property to any Person who is a purchaser of any portion of the real property described in Exhibit "1." Declarant shall memorialize such transfer expressly in a Recorded instrument.

Nothing in this Declaration shall be construed to require Declarant or any successor to subject additional property to this Declaration or to develop the property described in Exhibits "1".

Section 14.2 Expansion by the Association. The Association may subject additional property to this Declaration by Recording a Supplemental Declaration describing the additional property. Any such Supplemental Declaration shall require the affirmative vote of Members representing over 50% of the Class "A" votes of the Association represented at a meeting duly called for such purpose and the consent of the owner of the property. In addition, so long as Declarant owns property subject to this Declaration or which may become subject to this Declaration under Section 9.1, the written consent to such action of the Members by Declarant is required. The Supplemental Declaration shall be signed by the President and Secretary of the Association, by the Owner of the property, and by Declarant, if Declarant's consent is necessary.

Section 14.3 Additional Covenants and Easements. Declarant may subject any portion of Village Verde to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through regular or special assessments. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property subjected to this Declaration. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the Property to reflect the different character and intended use of such property.

Section 14.4 Effect of Recording Supplemental Declaration. A Supplemental Declaration shall be effective upon Recording unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and assessment liability under this Declaration and the Governing Documents.

Section 14.5 Condominium Conversions. If any property now or hereafter subjected to the Declaration and within the property described in Exhibit "1" is converted to a condominium, the owner of such property, subject to Declarant's approval requirements below, shall subject such property to this Declaration by Recording a Supplemental Declaration describing the property and specifically subjecting it to this Declaration. Such Supplemental Declaration shall not require the consent of the Association but shall require the signature of an officer of the Association acknowledging it. In addition, Declarant's prior written consent shall be necessary if Declarant owns any property described in Exhibit "1." Each condominium unit within the condominium shall be treated as a Unit.

Section 14.6 Withdrawal of Property. Declarant reserves the right to amend this Declaration, so long as it may annex additional property under Section 14.1, to remove from the coverage of this Declaration and the Governing Documents any portion of Village Verde not yet improved with an occupied dwelling. Such amendment shall not require the consent of any Person other than the Owner(s) in occupancy of the property to be withdrawn if such Owner is not Declarant. If the property is Common Areas, the Association shall consent without reservation to such withdrawal.

Section 14.7 Annexation and Subdivision. Residential property may be annexed or added to the Property only with the consent of two-thirds (2/3) of the members of the Association. No Lot shall be subdivided or combined without the approval of all Lot Owners.

ARTICLE 15

MARKETING AND SALES

Section 15.1 Marketing and Sales. Declarant and Builders authorized by Declarant may construct and maintain upon Lots and/or portions of the Common Areas such facilities and activities as, in the sole opinion of Declarant, may be required, convenient, or incidental to the construction or sale of Units, including, but not limited to, business offices, signs, model units, and sales offices. Declarant and authorized Builders shall have a license with interest for access to and use of such facilities.

Section 15.2 Right to Develop. Declarant and its employees, agents and designees shall have a right of access and use and an easement over and upon the Common Areas to make,

construct and install such improvements to the Common Areas as it deems appropriate in its sole discretion.

Section 15.3 Right to Approve Changes in Standards. No amendment to or modification of any Use Restrictions and Rules shall be effective without prior notice to and the written approval of Declarant if Declarant owns property subject to this Declaration or which may become subject to this Declaration under Article 14.

Section 15.4 Right to Transfer or Assign Declarant Rights. Any of the special rights and obligations of Declarant in this Declaration or the Bylaws may be transferred in whole or in part to other Persons; provided, the transfer shall not reduce an obligation nor enlarge a right beyond that which Declarant has under this Declaration or the Bylaws. No such transfer or assignment shall be effective unless it is in a written instrument signed by Declarant and duly Recorded. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise, on a one time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety, and in such case, it shall not be necessary to Record any written assignment to evidence Declarant's consent to such exercise.

Section 15.5 Exclusive Rights to Use Name of Development. No Person shall use the name "Village Verde" or any derivative of such name in any printed, electronic, or promotional material without Declarant's prior written consent. However, Owners may use the name "Village Verde" in printed or promotional matter where such term is used solely to specify that property is at Village Verde and the Association may use the word "Village Verde" in its name.

Section 15.6 Termination of Rights. The rights contained in this Article shall not terminate until the earlier of (a) the date of termination of the Class "B" Control Period or (b) Recording by Declarant, in the sole discretion of the Declarant, of a written statement terminating such rights.

ARTICLE 16

DURATION

The covenants, conditions, and restrictions of this Declaration shall run with and bind the Property and any additions and shall inure to the benefit of and be enforceable by the Association, its Owners, and their respective legal representatives, heirs, successors, and assigns.

ARTICLE 17

RESERVATION OF DECLARANT'S RIGHT TO

AMEND TO COMPLY WITH FNMA, FHLMC OR FHA REQUIREMENTS

Section 17.1 Amendment by Declarant. Declarant reserves the right to amend the Declaration as may be necessary to comply with Federal Home Loan Mortgage Corporation ("FHLMC") or Federal National Mortgage Association ("FNMA") or Federal Housing Administration ("FHA") regulations or requirements, as necessary to enable the holders of First Mortgages or deeds of trust to sell First Mortgages or deeds of trust to FHLMC or FNMA or if such amendment is necessary to secure funds or financing provided by, through or with FHLMC or FNMA or FHA.

Section 17.2 Authorization to Amend. If Declarant, as its option, determines that it is necessary to amend the Declaration under this Article, then Declarant, on behalf of all Lot Owners in the Association, hereby may execute and to have recorded (or filed with the Articles) any required amendment or amendments. All Lot Owners grant to Declarant a full and complete power of attorney to take any actions to effectuate and record said amendment or amendments and agree those amendment or amendments shall be binding upon their respective Lots and upon them and their heirs, personal representatives, successors, and assigns, to the same extent as if they had personally executed said amendment or amendments. All Lot Owners acknowledge and agree that the power of attorney granted is deemed coupled with an interest and is irrevocable.

Section 17.3 Duration. Declarant's right under this Article exists only until all Lots have been sold or leased.

ARTICLE 18

SECURITY

The Association may, but shall not be obligated to, maintain, or support certain activities at Village Verde designed to enhance the security of Village Verde. Neither the Association nor Declarant are insurers or guarantors of security at Village Verde, nor shall either be held liable for any loss or damage from failure to provide adequate security or ineffectiveness of security measures undertaken.

The Association and Declarant make no representation or warranty that any systems or measures, including any mechanism or system for limiting access to Village Verde, cannot be compromised or circumvented, or that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and covenants to inform its tenants and all occupants of its Unit that the Association, its Board and committee members, and Declarant are not insurers and that each Person at Village Verde assumes all risks of personal injury and loss or damage to property, including Units and the contents of Units, resulting from acts of third parties.

ARTICLE 19

MISCELLANEOUS

Section 19.1 Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Unit to which its Mortgage relates, becoming an "Eligible Holder"), may have timely written notice of:

1. Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;
2. Any delinquency in the payment of assessments or charges owned by a Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for 60 days, or any other violation of Village Verde Governing Documents relating to such Unit or the Owner of Occupant not cured within 60 days;

3. Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

4. Any proposed action which would require the consent of a specified percentage of Eligible Holders.

Section 19.2 Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Association to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within 30 days of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

Section 19.3 General Association Contact. The Association shall promulgate and implement a process for and shall appoint a Person who serves as a single point of contact for the City of Oklahoma City, Canadian County, media, and members of the public. The responsibilities of such Person shall include, without limitation, communicating with the City of Oklahoma City regarding maintenance issues within the purview of the Association and answering questions relevant to any matters for which the Association has responsibility or authority.

Section 19.4 Association Maintenance of Common Areas. As provided elsewhere, the Association shall maintain all common areas and improvements and all community entrances and improvements. The Association shall maintain all community screening fencing. The Association, with reasonable notification, retain a perpetual easement to enter upon individual lot owner's property to maintain screening fencing. Should the Association fail to maintain these areas and improvements, the City of Oklahoma City may maintain such common areas and improvements according to the standards set out by the Governing Documents. Any expense incurred by the City of Oklahoma City in discharging the Association's duty of maintenance shall constitute a pro rate lien on each Unit within Village Verde. This Section 19.4 may not be amended or modified without the written consent of the City of Oklahoma City.

Section 19.5 No Obstruction of Hydrants. Nothing shall be done, either by act or omission, by the Association, Owner, or Person that would obstruct any fire hydrant visibility or access necessary in the normal course of emergency personnel duties. An Eight (8) foot radius of clearance shall be maintained on all sides of each hydrant. This Section 19.5 may not be amended or modified without the written consent of the City of Oklahoma City.

Section 19.6 Condemnation. If any part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation), each Owner may have written notice of such taking or conveyance before disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association to be disbursed as set forth in this Section.

If the taking or conveyance involves a portion of the Common Areas on which improvements have been constructed, the Association shall restore or replace those improvements on the remaining land in the Common Areas to the extent available, unless within 60 days after such taking, Declarant, so long as Declarant owns any property subject to the Declaration, may in its sole discretion elect not to restore or replace those improvements.

If the taking or conveyance involves no improvements on the Common Areas, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

Section 19.7 Partition. Except as permitted in this Declaration, the Common Areas shall remain undivided, and no Person shall bring any action for partition of any portion of the Common Areas without the written consent of all Owners and Mortgagees. This Section shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring, disposing, or providing easements of real property which might be subject to this Declaration.

Section 19.8 Transfer or Dedication of Common Areas. The Association may dedicate portions of the Common Areas to Canadian County, Oklahoma, the City of Oklahoma City, or to any other local, state, federal governmental, or quasi-governmental entity, subject to prior approval of the Declarant during the Class "B" Control Period. The Association may convey to Persons portions of the Common Areas after approval of 75% of the Members, including the Declarant, if any.

ARTICLE 20

SEVERABILITY

This Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision.

ARTICLE 21

EFFECTIVE DATE

This Declaration shall be effective upon recording.

ARTICLE 22

ASSIGNMENT BY DECLARANT

Declarant reserves the right to assign, transfer, sell, lease, or rent all or any portion of the Property, and reserves the right to assign all or any of its rights, duties, and obligations created under this Declaration.

DECLARANT:

Village Verde Developers, LLC



Kelly Parker, Co-Manager

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

Before me, the undersigned Notary Public in and for said County and State, on this 24th day of June, 2022, personally appeared Kelly Parker, Co-Manager of Village Verde Developers, LLC, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed as Village Verde Developers, LLC, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission No.: 14009762
Expires: 10/27/2022


Notary Public

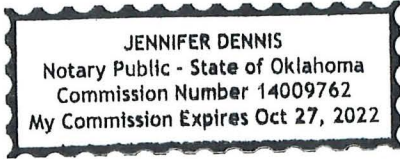
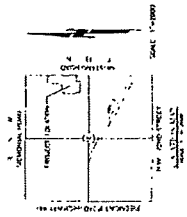


Exhibit "1A"

FINAL PLAT
VILLAGE VERDE ADDITION SECTION 1
A PART OF THE N.E. 1/4 OF SECTION 16, T13N, R35W, T14E
OKLAHOMA CITY, CHADWY COUNTY, OKLAHOMA



CHADWY COUNTY, OKLAHOMA
 I, **James M. [Signature]**, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original plat as filed in my office on this 15th day of February, 2015, and that the same is a part of the public records of this county.

STATE OF OKLAHOMA
 COUNTY OF CHADWY
 I, **[Signature]**, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original plat as filed in my office on this 15th day of February, 2015, and that the same is a part of the public records of this county.

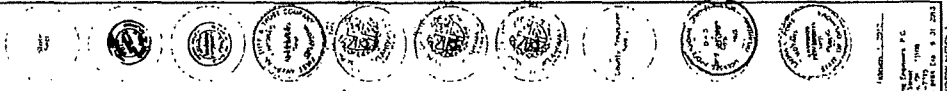
STATE OF OKLAHOMA
 COUNTY OF CHADWY
 I, **[Signature]**, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original plat as filed in my office on this 15th day of February, 2015, and that the same is a part of the public records of this county.

CHADWY COUNTY TREASURER'S CERTIFICATE
 I, **[Signature]**, Treasurer of Chadwy County, Oklahoma, do hereby certify that the amount of \$10,000.00 has been received from the applicant for the purpose of recording this plat.

ACCEPTANCE OF RECORDATIONS
 I, **[Signature]**, County Clerk, do hereby certify that the foregoing plat has been recorded in my office on this 15th day of February, 2015, and that the same is a part of the public records of this county.

CERTIFICATE OF CITY CLERK
 I, **[Signature]**, City Clerk of the City of Oklahoma City, do hereby certify that the foregoing plat has been recorded in my office on this 15th day of February, 2015, and that the same is a part of the public records of this county.

NOTICE TO THE PUBLIC
 This plat is a part of the public records of Chadwy County, Oklahoma, and is subject to the provisions of the Oklahoma Statutes relating to the recording of plats.



NOTE: THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THIS FINAL PLAT IS U.S. SURVEY FEET.

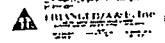
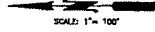
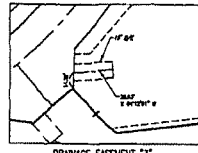
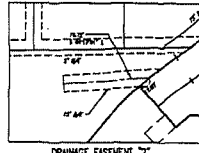
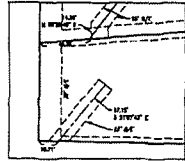
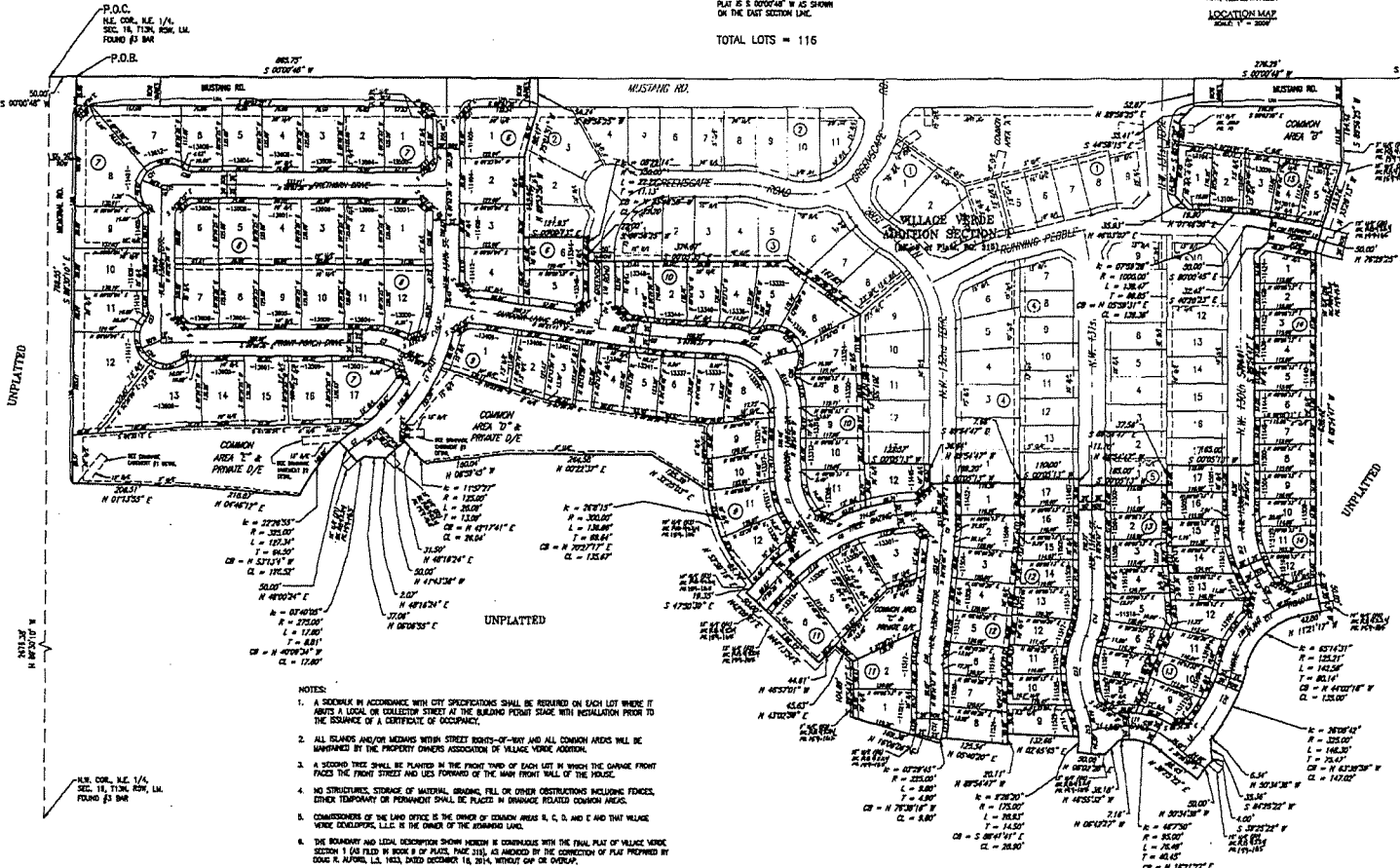
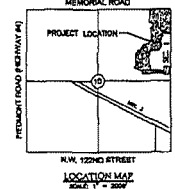


EXHIBIT 1-B

FINAL PLAT
VILLAGE VERDE ADDITION SECTION 2
 A PART OF THE N.E. 1/4, OF SECTION 16, T13N, R5W, L.M.
 OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA



BASES OF BEARINGS FOR THIS FINAL PLAT IS S. 02°02'48" W AS SHOWN ON THE EXIST SECTION LINE.
 TOTAL LOTS = 116



LOT DATA

LOT	AREA (SQ FT)	BEARING	DISTANCE
1	12,000	N 89°12'00" E	120.00
2	12,000	N 89°12'00" E	120.00
3	12,000	N 89°12'00" E	120.00
4	12,000	N 89°12'00" E	120.00
5	12,000	N 89°12'00" E	120.00
6	12,000	N 89°12'00" E	120.00
7	12,000	N 89°12'00" E	120.00
8	12,000	N 89°12'00" E	120.00
9	12,000	N 89°12'00" E	120.00
10	12,000	N 89°12'00" E	120.00
11	12,000	N 89°12'00" E	120.00
12	12,000	N 89°12'00" E	120.00
13	12,000	N 89°12'00" E	120.00
14	12,000	N 89°12'00" E	120.00
15	12,000	N 89°12'00" E	120.00
16	12,000	N 89°12'00" E	120.00
17	12,000	N 89°12'00" E	120.00
18	12,000	N 89°12'00" E	120.00
19	12,000	N 89°12'00" E	120.00
20	12,000	N 89°12'00" E	120.00
21	12,000	N 89°12'00" E	120.00
22	12,000	N 89°12'00" E	120.00
23	12,000	N 89°12'00" E	120.00
24	12,000	N 89°12'00" E	120.00
25	12,000	N 89°12'00" E	120.00
26	12,000	N 89°12'00" E	120.00
27	12,000	N 89°12'00" E	120.00
28	12,000	N 89°12'00" E	120.00
29	12,000	N 89°12'00" E	120.00
30	12,000	N 89°12'00" E	120.00
31	12,000	N 89°12'00" E	120.00
32	12,000	N 89°12'00" E	120.00
33	12,000	N 89°12'00" E	120.00
34	12,000	N 89°12'00" E	120.00
35	12,000	N 89°12'00" E	120.00
36	12,000	N 89°12'00" E	120.00
37	12,000	N 89°12'00" E	120.00
38	12,000	N 89°12'00" E	120.00
39	12,000	N 89°12'00" E	120.00
40	12,000	N 89°12'00" E	120.00
41	12,000	N 89°12'00" E	120.00
42	12,000	N 89°12'00" E	120.00
43	12,000	N 89°12'00" E	120.00
44	12,000	N 89°12'00" E	120.00
45	12,000	N 89°12'00" E	120.00
46	12,000	N 89°12'00" E	120.00
47	12,000	N 89°12'00" E	120.00
48	12,000	N 89°12'00" E	120.00
49	12,000	N 89°12'00" E	120.00
50	12,000	N 89°12'00" E	120.00
51	12,000	N 89°12'00" E	120.00
52	12,000	N 89°12'00" E	120.00
53	12,000	N 89°12'00" E	120.00
54	12,000	N 89°12'00" E	120.00
55	12,000	N 89°12'00" E	120.00
56	12,000	N 89°12'00" E	120.00
57	12,000	N 89°12'00" E	120.00
58	12,000	N 89°12'00" E	120.00
59	12,000	N 89°12'00" E	120.00
60	12,000	N 89°12'00" E	120.00
61	12,000	N 89°12'00" E	120.00
62	12,000	N 89°12'00" E	120.00
63	12,000	N 89°12'00" E	120.00
64	12,000	N 89°12'00" E	120.00
65	12,000	N 89°12'00" E	120.00
66	12,000	N 89°12'00" E	120.00
67	12,000	N 89°12'00" E	120.00
68	12,000	N 89°12'00" E	120.00
69	12,000	N 89°12'00" E	120.00
70	12,000	N 89°12'00" E	120.00
71	12,000	N 89°12'00" E	120.00
72	12,000	N 89°12'00" E	120.00
73	12,000	N 89°12'00" E	120.00
74	12,000	N 89°12'00" E	120.00
75	12,000	N 89°12'00" E	120.00
76	12,000	N 89°12'00" E	120.00
77	12,000	N 89°12'00" E	120.00
78	12,000	N 89°12'00" E	120.00
79	12,000	N 89°12'00" E	120.00
80	12,000	N 89°12'00" E	120.00
81	12,000	N 89°12'00" E	120.00
82	12,000	N 89°12'00" E	120.00
83	12,000	N 89°12'00" E	120.00
84	12,000	N 89°12'00" E	120.00
85	12,000	N 89°12'00" E	120.00
86	12,000	N 89°12'00" E	120.00
87	12,000	N 89°12'00" E	120.00
88	12,000	N 89°12'00" E	120.00
89	12,000	N 89°12'00" E	120.00
90	12,000	N 89°12'00" E	120.00
91	12,000	N 89°12'00" E	120.00
92	12,000	N 89°12'00" E	120.00
93	12,000	N 89°12'00" E	120.00
94	12,000	N 89°12'00" E	120.00
95	12,000	N 89°12'00" E	120.00
96	12,000	N 89°12'00" E	120.00
97	12,000	N 89°12'00" E	120.00
98	12,000	N 89°12'00" E	120.00
99	12,000	N 89°12'00" E	120.00
100	12,000	N 89°12'00" E	120.00
101	12,000	N 89°12'00" E	120.00
102	12,000	N 89°12'00" E	120.00
103	12,000	N 89°12'00" E	120.00
104	12,000	N 89°12'00" E	120.00
105	12,000	N 89°12'00" E	120.00
106	12,000	N 89°12'00" E	120.00
107	12,000	N 89°12'00" E	120.00
108	12,000	N 89°12'00" E	120.00
109	12,000	N 89°12'00" E	120.00
110	12,000	N 89°12'00" E	120.00
111	12,000	N 89°12'00" E	120.00
112	12,000	N 89°12'00" E	120.00
113	12,000	N 89°12'00" E	120.00
114	12,000	N 89°12'00" E	120.00
115	12,000	N 89°12'00" E	120.00
116	12,000	N 89°12'00" E	120.00

- NOTES:**
- A SCHEDULE IN ACCORDANCE WITH CITY SPECIFICATIONS SHALL BE REQUIRED ON EACH LOT WHERE IT ADJACENT A LOCAL OR COLLECTOR STREET AT THE BUILDING PERMIT STAGE WITH INSTALLATION PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
 - ALL ISLANDS AND/OR MEDIAN WITHIN STREET RIGHTS-OF-WAY AND ALL COMMON AREAS WILL BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION OF VILLAGE VERDE ADDITION.
 - A SECOND TREE SHALL BE PLANTED IN THE FRONT YARD OF EACH LOT IN WHICH THE GARAGE FRONT FACES THE FRONT STREET AND LIES FORWARD OF THE MAIN FRONT WALL OF THE HOUSE.
 - NO STRUCTURES, STORAGE OF MATERIAL, GRADING, FILL OR OTHER CONSTRUCTIONS INCLUDING FENCES, EITHER TEMPORARY OR PERMANENT SHALL BE PLACED IN DRAINAGE RELATED COMMON AREAS.
 - COMPONENTS OF THE LAND OFFICE IS THE OWNER OF COMMON AREAS A, C, D, AND E AND THAT VILLAGE VERDE DEVELOPERS, L.L.C. IS THE OWNER OF THE REMAINING LAND.
 - THE BOUNDARY AND LEGAL DESCRIPTION SHOWN HEREIN IS CORROBORATED WITH THE FINAL PLAT OF VILLAGE VERDE SECTION 1 (AS FILED IN BOOK 9 OF PLATS, PAGE 313), AS AMENDED BY THE CORRECTION OF PLAT PREPARED BY DONALD R. AUSTIN, L.S. 1923, DATED DECEMBER 18, 2014, WITHOUT CAP OR OVERLAY.

○ INDICATES FOUND (4 BAR W/ CAP STAMPED "CA-833" UNLESS OTHERWISE NOTED

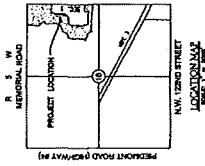
BOUNDARY CORRIDORS HAVE BEEN SET BY EITHER A 20 BAR W/ CAP STAMPED "TUBMAN CA-5317" OR 30 BAR W/ SHORR STAMPED "TUBMAN CA-5317"

D/E = DRAINAGE EASEMENT
 P/E = PEDESTRIAN EASEMENT
 LMA = LIMITS OF NO ACCESS
 U/E = UTILITY EASEMENT
 B/L = BUILDING LINE
 -5000- = ADDRESS

Date: December 8, 2014
 SAC Consulting Engineers, P.C.
 215 W. Main Street
 Shawnee, OK, OK 74108
 PH: 405.223-7715
 Oklahoma CA #484 Exp: 8-30-2015

NOTE: THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THE FINAL PLAT IS U.S. SURVEY FEET.

FINAL PLAT
VILLAGE VERDE ADDITION SECTION 2
A PART OF THE N.E. 1/4 OF SECTION 16, T13N, R35W, L.M.
OKLAHOMA CITY, CADDOW COUNTY, OKLAHOMA



SCALE: 1"=200'

OWNER'S SURVEYOR AND DESIGNER

That in the reference VILLAGE VERDE ADDITION SECTION 2, Limited Liability Company, and the COMMISSIONERS OF THE LAND OFFICE OF THE STATE OF OKLAHOMA, as hereby verified by this plat, the terms of the plat, and the terms of the plat, are hereby approved and confirmed by the said Commission...

By Commission Expires: [Signature] Notary Public

STATE OF OKLAHOMA, ss. My Commission Expires: [Signature] Notary Public

COUNTY OF OKLAHOMA, ss. My Commission Expires: [Signature] Notary Public

BONDED ABSTRACTOR'S CERTIFICATE

CERTIFICATE OF APPROVAL

ACCEPTANCE OF DESIGNATIONS

CERTIFICATE OF CITY CLERK

COUNTY TREASURER'S CERTIFICATE

LICENSED LAND SURVEYOR

STATE OF OKLAHOMA, ss.

My Commission Expires: [Signature] Notary Public

My Commission Expires: [Signature] Notary Public

My Commission Expires: [Signature] Notary Public

My Commission Expires: [Signature] Notary Public

My Commission Expires: [Signature] Notary Public

My Commission Expires: [Signature] Notary Public

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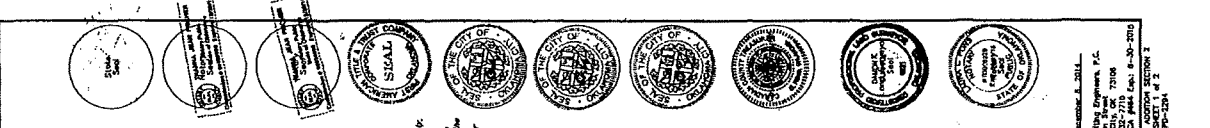
My Commission Expires: [Signature] Notary Public

My Commission Expires: [Signature] Notary Public

My Commission Expires: [Signature] Notary Public

LEGAL DESCRIPTION
The following is a legal description of the land shown on the plat...

NOTE: THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THE FINAL PLAT IS U.S. SURVEY FEET.



**EXHIBIT 1D Section 4, Phase 4, Sub Exhibit 4A
LEGAL DESCRIPTION
VILLAGE VERDE ADDITION SECTION 4A
LESS AND EXCEPT COMMON AREA
OKLAHOMA CITY, CANADIAN COUNTY,
OKLAHOMA**

A tract of land lying in the Northeast Quarter (N.E. ¼) of Section Sixteen (16), Township Thirteen North (T13N), Range Five West (R5W) of the Indian Meridian (I.M.) Oklahoma City, Canadian County, Oklahoma, and being more particularly described as follows;

COMMENCING at the Northeast corner of said N.E. ¼; THENCE South 00°00'48" West along the East line of said N.E. ¼ a distance of 50.00 feet to the Northeast corner of the filed final plat of VILLAGE VERDE ADDITION SECTION 2 (as filed in Book 9 of Plats, Page 425-426); THENCE North 89°30'10" West along the North line of said final plat and parallel with the North line of said N.E. ¼ a distance of 769.55 feet to the **POINT OF BEGINNING**;

THENCE along the property line of said final plat the following six (6) courses:

- 1) South 01°13'55" West a distance of 206.51 feet;
- 2) South 04°46'12" West a distance of 218.87 feet to a point on a non-tangent curve;
- 3) Around a curve to the right having a radius of 325.00 feet (said curve subtended by a chord which bears South 53°13'04" East, a distance of 126.52 feet) and an arc length of 127.34 feet;
- 4) South 48°00'24" West a distance of 50.00 feet to a point on a non-tangent curve, said point also being **POINT "A"**;
- 5) Around a curve to the right having a radius of 275.00 feet (said curve subtended by a chord which bears South 40°09'34" East, a distance of 17.60 feet) and an arc length of 17.60 feet;
- 6) South 06°06'55" West a distance of 37.06 feet;

THENCE South 48°16'24" West a distance of 33.57 feet to a point of curvature; THENCE around a curve to the left having a radius of 175.00 feet (said curve subtended by a chord which bears South 43°17'33" West, a distance of 30.39 feet) and an arc length of 30.43 feet; THENCE North 26°11'45" West a distance of 61.42 feet; THENCE South 75°42'23" West a distance of 616.57 feet to **POINT "B"**; THENCE South 66°38'54" West a distance of 161.44 feet; THENCE North 71°01'33" West a distance of 55.88 feet; THENCE North 15°06'07" East a distance of 199.02 feet; THENCE North 10°03'21" East a distance of 594.26 feet;

THENCE South 89°30'10" East a distance of 667.02 feet to the **POINT OF BEGINNING**.

Said tract contain 11.43 acres, more or less.

LESS AND EXCEPT the following described tracts of land:

COMMON AREA "J"

BEGINNING at said **POINT "A"**;

THENCE around a curve to the right having a radius of 275.00 feet (said curve subtended by a chord which bears South 40°09'34" East, a distance of 17.60 feet) and an arc length of 17.60 feet; THENCE South 06°06'55" West a distance of 37.06 feet; THENCE South 48°16'24" West a

distance of 33.57 feet to a point of curvature; THENCE around a curve to the left having a radius of 175.00 feet (said curve subtended by a chord which bears South 43°17'33" West, a distance of 30.39 feet) and an arc length of 30.43 feet; THENCE North 26°11'45" West a distance of 61.42 feet; THENCE North 12°00'05" West a distance of 107.08 feet to a point on a non-tangent curve; THENCE around a curve to the right having a radius of 100.00 feet (said curve subtended by a chord which bears South 65°06'47" East, a distance of 2.34 feet) and an arc length of 2.34 feet to a point of continuing curvature; THENCE around a curve to the right having a radius of 275.00 feet (said curve subtended by a chord which bears South 53°13'04" East, a distance of 107.06 feet) and an arc length of 107.75 feet to the **POINT OF BEGINNING**.

Said tract contains 0.19 acres, more or less.

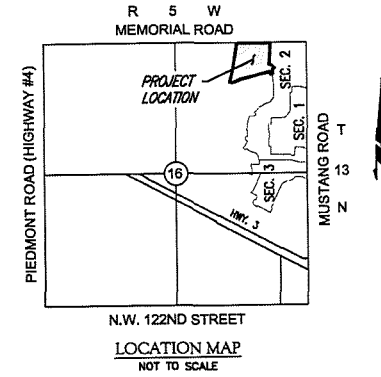
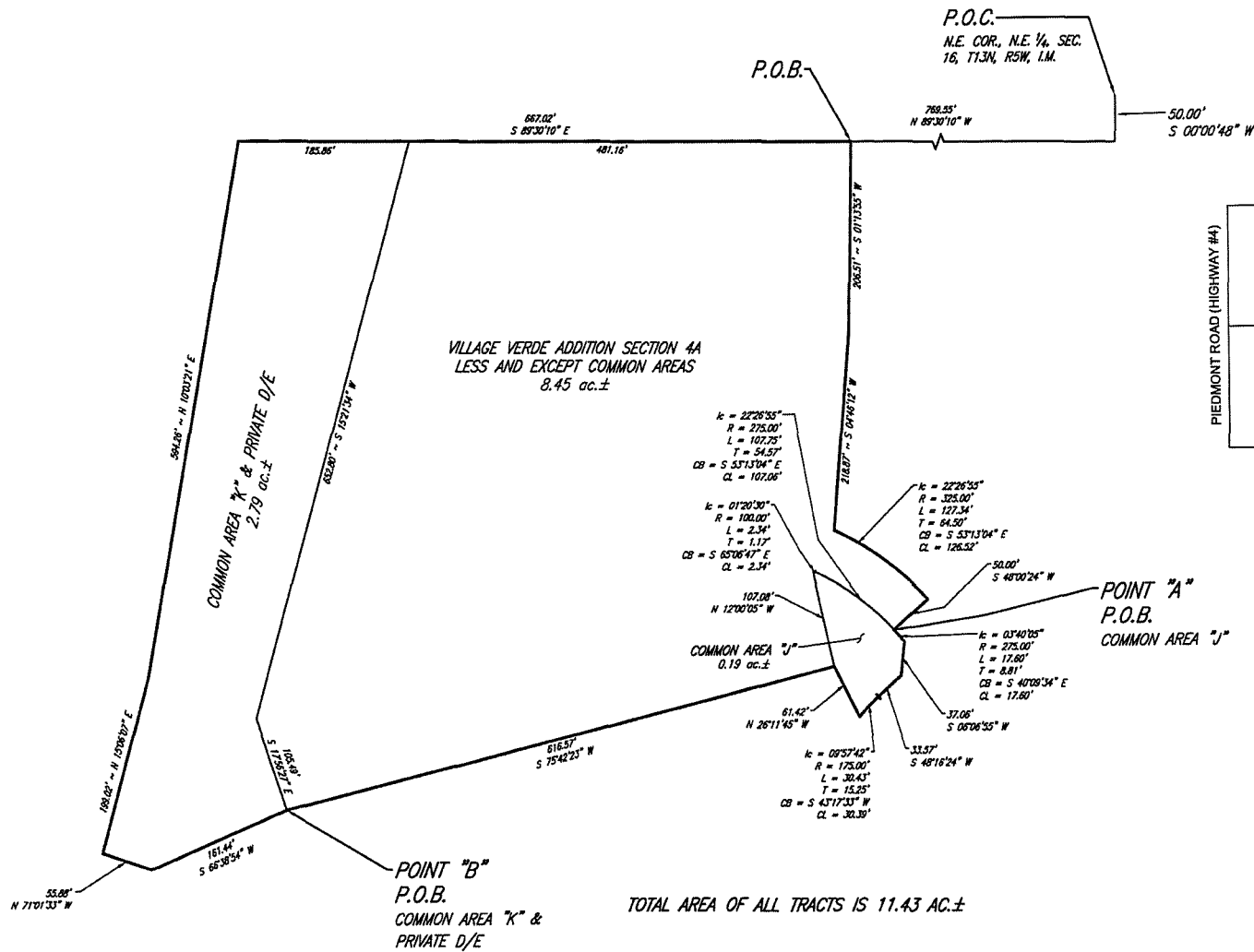
COMMON AREA "K" & PRIVATE D/E

BEGINNING at said **POINT "B"**;

THENCE South 66°38'54" West a distance of 161.44 feet; THENCE North 71°01'33" West a distance of 55.88 feet; THENCE North 15°06'07" East a distance of 199.02 feet; THENCE North 10°03'21" East a distance of 594.26 feet; THENCE South 89°30'10" East and parallel with said North line a distance of 185.86 feet; THENCE South 15°21'34" West a distance of 652.80 feet; THENCE South 17°56'27" East a distance of 105.49 feet to the **POINT OF BEGINNING**.

Said tract contains 2.79 acres, more or less.

TOTAL OF SAID TRACT, LESS AND EXCEPT COMMON AREAS IS 8.45 ACRES, MORE OR LESS.



LEGAL DESCRIPTION
 VILLAGE VERDE ADDITION SECTION 4A
 LESS AND EXCEPT COMMON AREAS
 OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA

**EXHIBIT 1D Section 4, Phase 4, Sub Exhibit 4C
LEGAL DESCRIPTION
VILLAGE VERDE ADDITION SECTION 4C
LESS AND EXCEPT COMMON AREAS
OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA**

A tract of land lying in the Northeast Quarter (N.E. $\frac{1}{4}$) and Southeast Quarter (S.E. $\frac{1}{4}$) of Section Sixteen (16), Township Thirteen North (T13N), Range Five West (R5W) of the Indian Meridian (I.M.) Oklahoma City, Canadian County, Oklahoma, and being more particularly described as follows;

COMMENCING at the Northeast corner of said N.E. $\frac{1}{4}$; THENCE South 00°00'48" West along the East line of said N.E. $\frac{1}{4}$ a distance of 2422.02 feet to the Northeast corner of the filed final plat of VILLAGE VERDE ADDITION SECTION 3 (as filed in Book 9 of Plats, Page 582-583); THENCE along the North boundary line of said final plat the following five (5) courses:

- 1) South 89°56'25" West a distance of 164.42 feet;
- 2) North 73°26'13" West a distance of 123.24 feet;
- 3) North 76°29'25" West a distance of 50.00 feet;
- 4) North 89°54'47" West a distance of 628.42 feet;
- 5) South 78°38'43" West a distance of 50.00 feet to the **POINT OF BEGINNING**;

THENCE continuing along the boundary of said final plat the following sixteen (16) courses:

- 1) South 11°21'17" East a distance of 16.26 feet to a point of curvature;
- 2) Around a curve to the right having a radius of 275.00 feet (said curve subtended by a chord which bears South 07°34'18" East, a distance of 36.29 feet) and an arc length of 36.32 feet;
- 3) South 03°47'18" East a distance of 28.30 feet;
- 4) South 43°08'57" West a distance of 34.14 feet;
- 5) North 89°54'47" West a distance of 74.50 feet to a point of curvature;
- 6) Around a curve to the right having a radius of 200.00 feet (said curve subtended by a chord which bears North 80°59'42" West, a distance of 62.01 feet) and an arc length of 62.26 feet;
- 7) South 17°55'22" West a distance of 50.00 feet;
- 8) South 37°25'41" East a distance of 39.66 feet;
- 9) South 00°05'13" West a distance of 44.90 feet to a point of curvature;
- 10) Around a curve to the right having a radius of 275.00 feet (said curve subtended by a chord which bears South 06°43'43" West, a distance of 63.61 feet) and an arc length of 63.75 feet;
- 11) South 13°22'12" West a distance of 0.42 feet;
- 12) South 76°37'48" East a distance of 50.00 feet to **POINT "A"**;
- 13) North 13°22'12" East a distance of 0.42 feet to a point of curvature;
- 14) Around a curve to the left having a radius of 325.00 feet (said curve subtended by a chord which bears North 10°45'59" East, a distance of 29.53 feet) and an arc length of 29.54 feet;
- 15) South 89°54'47" East a distance of 167.67 feet;
- 16) South 24°47'33" West a distance of 359.53 feet;

THENCE North 50°34'35" West a distance of 134.82 feet; THENCE North 50°34'35" West a distance of 50.00 feet to a point on a non-tangent curve; THENCE around a curve to the left having a radius of 250.00 feet (said curve subtended by a chord which bears North 26°23'49"

East, a distance of 112.70 feet) and an arc length of 113.68 feet; THENCE North 13°22'12" East a distance of 89.80 feet; THENCE North 61°07'34" West a distance of 734.98 feet to a point on a non-tangent curve; THENCE around a curve to the left having a radius of 450.00 feet (said curve subtended by a chord which bears South 25°37'32" West, a distance of 176.09 feet) and an arc length of 177.23 feet; THENCE North 75°39'27" West a distance of 50.00 feet; THENCE North 74°27'23" West a distance of 154.34 feet; THENCE North 11°45'59" East a distance of 150.45 feet; THENCE North 32°00'50" East a distance of 733.48 feet; THENCE North 03°14'00" East a distance of 370.06 feet; THENCE South 62°08'33" East a distance of 239.61 feet; THENCE South 60°37'53" East a distance of 229.69 feet; THENCE South 89°54'47" East a distance of 16.80 feet to the Northwest corner of Lot 1, Block 11 of the filed final plat of VILLAGE VERDE ADDITION SECTION 2 (as filed in Book 9 of Plats, Page 425-426); THENCE along the boundary of said final plat the following eighteen (18) courses:

- 1) South 16°06'06" West a distance of 169.38 feet to a point on a non-tangent curve;
- 2) Around a curve to the left having a radius of 225.00 feet (said curve subtended by a chord which bears South 76°38'16" East, a distance of 9.80 feet) and an arc length of 9.80 feet;
- 3) South 05°40'20" West a distance of 125.54 feet;
- 4) South 89°54'47" East a distance of 20.11 feet;
- 5) South 02°45'45" West a distance of 132.66 feet to a point on a non-tangent curve;
- 6) Around a curve to the right having a radius of 175.00 feet (said curve subtended by a chord which bears North 88°41'41" West, a distance of 28.90 feet) and an arc length of 28.93 feet;
- 7) South 06°02'28" West a distance of 50.00 feet;
- 8) South 46°55'32" East a distance of 38.18 feet;
- 9) South 06°42'27" East a distance of 7.16 feet to a point of a curvature;
- 10) Around a curve to the right having a radius of 95.00 feet (said curve subtended by a chord which bears South 16°21'27" West, a distance of 74.44 feet) and an arc length of 76.49 feet;
- 11) South 39°25'22" West a distance of 88.45 feet;
- 12) South 50°34'38" East a distance of 50.00 feet;
- 13) North 39°25'22" East a distance of 4.00 feet;
- 14) North 84°25'22" East a distance of 35.36 feet;
- 15) South 50°34'38" East a distance of 6.34 feet to a point of curvature;
- 16) Around a curve to the left having a radius of 325.00 feet (said curve subtended by a chord which bears South 63°38'59" East, a distance of 147.02 feet) and an arc length of 148.30 feet to a point of reverse curvature;
- 17) Around a curve to the right having a radius of 125.21 feet (said curve subtended by a chord which bears South 44°02'18" East, a distance of 135.00 feet) and an arc length of 142.58 feet;
- 18) South 11°21'17" East a distance of 42.88 feet to the **POINT OF BEGINNING**.

Said tract contains 17.25 acres, more or less.

LESS AND EXCEPT the following tracts of land

COMMON AREA "P"

BEGINNING at said **POINT "A"**; THENCE North 13°22'12" East a distance of 0.42 feet; THENCE around a curve to the left having a radius of 325.00 feet (said curve subtended by a chord which bears North 10°45'59" East, a distance of 29.53 feet) and an arc length of 29.54

feet; THENCE South 89°54'47" East a distance of 167.67 feet; THENCE South 24°47'33" West a distance of 195.68 feet; THENCE North 61°11'58" West a distance of 127.69 feet; THENCE North 13°22'12" East a distance of 89.38 feet to the **POINT OF BEGINNING**.

Said tract contains 0.51 acres, more or less.

COMMON AREA "O"

BEGINNING at said **POINT "B"**; THENCE North 11°45'59" East a distance of 150.45 feet; THENCE North 32°00'50" East a distance of 733.48 feet; THENCE North 03°14'00" East a distance of 370.06 feet; THENCE South 62°08'33" East a distance of 239.61 feet; THENCE South 65°00'57" West a distance of 171.50 feet; THENCE South 11°14'12" West a distance of 388.70 feet; THENCE South 37°28'52" East a distance of 165.07 feet to **POINT "C"**; THENCE South 25°07'26" West a distance of 122.60 feet; THENCE North 82°17'59" West a distance of 89.86 feet; THENCE South 83°10'03" West a distance of 78.44 feet; THENCE South 62°34'13" West a distance of 141.21 feet; THENCE South 31°02'33" West a distance of 99.84 feet; THENCE South 61°11'58" East a distance of 116.22 feet; THENCE around a curve to the left having a radius of 500.00 feet (said curve subtended by a chord which bears South 32°54'53" West, a distance of 50.13 feet) and an arc length of 50.15 feet; THENCE North 61°11'58" West a distance of 114.58 feet; THENCE South 31°02'33" West a distance of 108.03 feet; THENCE South 11°45'59" West a distance of 57.95 feet; THENCE North 74°27'23" West a distance of 33.57 feet to the **POINT OF BEGINNING**.

Said tract contains 3.20 acres, more or less.

COMMON AREA "N"

BEGINNING at said **POINT "C"**; THENCE South 37°28'52" East a distance of 17.15 feet; THENCE South 64°25'59" East a distance of 277.80 feet; THENCE South 39°25'22" West a distance of 142.87 feet; THENCE North 59°08'36" West a distance of 259.03 feet; THENCE North 25°07'26" East a distance of 122.60 feet to the **POINT OF BEGINNING**.

Said tract contains 0.81 acres, more or less.

TOTAL OF SAID TRACT, LESS AND EXCEPT COMMON AREAS IS 12.73 ACRES, MORE OR LESS.

**EXHIBIT 1D Section 4 Phase 4, Sub Exhibit 4B
Less and Except Common Areas legal (1)LEGAL
DESCRIPTION
VILLAGE VERDE ADDITION SECTION 4B
LESS AND EXCEPT COMMON AREAS
OKLAHOMA CITY, CANADIAN COUNTY,
OKLAHOMA**

A tract of land lying in the Northeast Quarter (N.E. $\frac{1}{4}$) of Section Sixteen (16), Township Thirteen North (T13N), Range Five West (R5W) of the Indian Meridian (I.M.) Oklahoma City, Canadian County, Oklahoma, and being more particularly described as follows;

COMMENCING at the Northeast corner of said N.E. $\frac{1}{4}$; THENCE South 00°00'48" West along the East line of said N.E. $\frac{1}{4}$ a distance of 50.00 feet to the Northeast corner of the filed final plat of VILLAGE VERDE ADDITION SECTION 2 (as filed in Book 9 of Plats, Page 425-426);

THENCE along the property line of said final plat the following eight (8) courses:

- 1) North 89°30'10" West parallel with the North line of said N.E. $\frac{1}{4}$ a distance of 769.55 feet;
- 2) South 01°13'55" West a distance of 206.51 feet;
- 3) South 04°46'12" West a distance of 218.87 feet to a point on a non-tangent curve;
- 4) Around a curve to the right having a radius of 325.00 feet (said curve subtended by a chord which bears South 53°13'04" East, a distance of 126.52 feet) and an arc length of 127.34 feet;
- 5) South 48°00'24" West a distance of 50.00 feet to a point on a non-tangent curve;
- 6) Around a curve to the right having a radius of 275.00 feet (said curve subtended by a chord which bears South 40°09'34" East, a distance of 17.60 feet) and an arc length of 17.60 feet;
- 7) South 06°06'55" West a distance of 37.06 feet;
- 8) South 48°16'24" West a distance of 2.07 feet to the **POINT OF BEGINNING**;

THENCE continuing along the property line of said final plat the following eleven (11) courses:

- 1) South 41°43'36" East a distance of 50.00 feet;
- 2) South 48°16'24" West a distance of 31.50 feet to a point of curvature;
- 3) Around a curve to the left having a radius of 125.00 feet (said curve subtended by a chord which bears South 42°17'41" West, a distance of 26.04 feet) and an arc length of 26.09 feet;
- 4) South 06°59'45" East a distance of 160.04 feet;
- 5) South 00°22'37" West a distance of 264.58 feet;
- 6) South 32°25'03" West a distance of 125.39 feet to a point on a non-tangent curve, said point also being **POINT "A"**;
- 7) around a curve to the left having a radius of 300.00 feet (said curve subtended by a chord which bears South 70°27'17" West, a distance of 135.67 feet) and an arc length of 136.86 feet;
- 8) South 52°59'16" West a distance of 63.74 feet;
- 9) North 47°50'39" West a distance of 19.35 feet;
- 10) South 42°09'21" West a distance of 50.00 feet to **POINT "B"**;
- 11) South 44°13'54" West a distance of 138.32 feet to **POINT "C"**;

THENCE South 46°57'01" East a distance of 44.61 feet; THENCE South 43°02'59" West a distance of 45.63 feet; THENCE North 89°54'47" West a distance of 121.49 feet; THENCE North 60°37'53" West a distance of 229.69 feet; THENCE North 62°08'33" West a distance of

17.47 feet; THENCE North 16°24'30" East a distance of 97.39 feet; THENCE North 03°57'53" East a distance of 94.67 feet; THENCE North 15°05'43" West a distance of 79.91 feet; THENCE North 00°42'44" West a distance of 78.11 feet; THENCE North 07°02'53" West a distance of 117.72 feet; THENCE North 37°20'51" West a distance of 67.90 feet; THENCE North 23°21'06" West a distance of 58.22 feet; THENCE North 66°38'54" East a distance of 123.64 feet; THENCE North 75°42'23" East a distance of 616.57 feet; THENCE South 26°11'45" East a distance of 61.42 feet to a point on a non-tangent curve; THENCE around a curve to the right having a radius of 175.00 feet (said curve subtended by a chord which bears North 43°17'33" East, a distance of 30.39 feet) and an arc length of 30.43 feet; THENCE North 48°16'24" East a distance of 31.50 feet to the **POINT OF BEGINNING**.

Said tract contains 11.26 acres, more or less.

LESS AND EXCEPT the following tracts of land:

COMMON AREA "L"

BEGINNING at said **POINT "A"**;

THENCE around a curve to the left having a radius of 300.00 feet (said curve subtended by a chord which bears South 70°27'17" West, a distance of 135.67 feet) and an arc length of 136.86 feet; THENCE South 52°59'16" West a distance of 63.74 feet; THENCE North 47°50'39" West a distance of 20.36 feet; THENCE North 52°59'16" East a distance of 68.33 feet to a point on a non-tangent curve; THENCE around a curve to the right having a radius of 320.00 feet (said curve subtended by a chord which bears North 71°48'06" East, a distance of 160.84 feet) and an arc length of 162.59 feet; THENCE South 32°25'03" West a distance of 25.19 feet to the **POINT OF BEGINNING**.

Said tract contains 0.10 acres, more or less.

COMMON AREA "M"

BEGINNING at said **POINT "B"**;

THENCE South 44°13'54" West a distance of 138.32 feet; THENCE North 46°57'01" West a distance of 20.00 feet; THENCE North 44°13'54" East a distance of 138.01 feet; THENCE South 47°50'39" East a distance of 20.01 feet to the **POINT OF BEGINNING**.

Said tract contains 0.06 acres, more or less.

COMMON AREA "N"

BEGINNING at said **POINT "C"**;

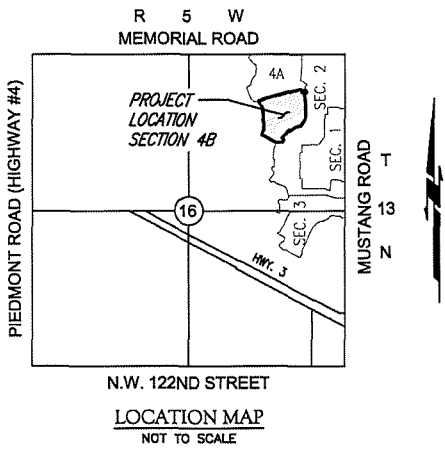
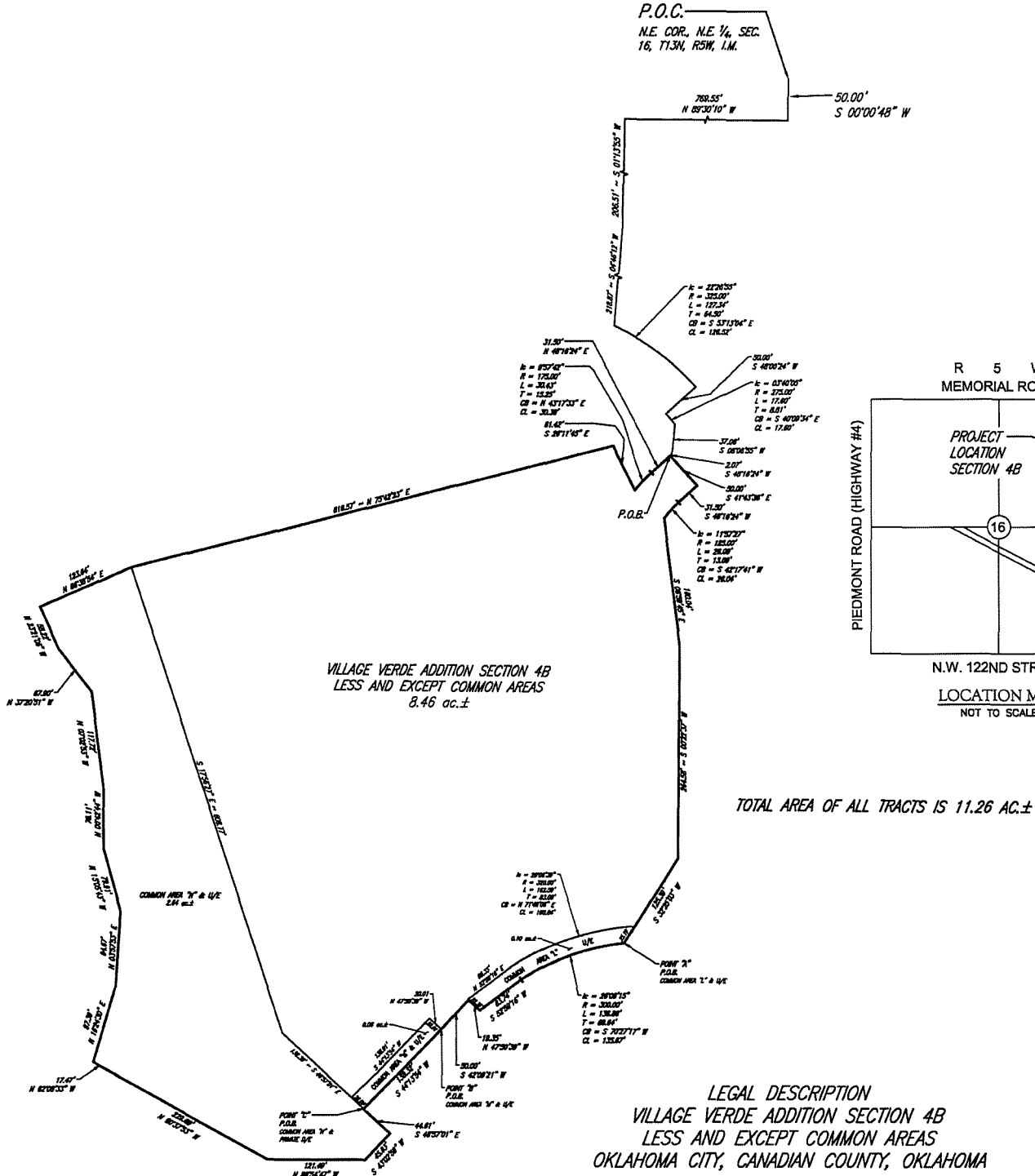
THENCE South 46°57'01" East a distance of 44.61 feet; THENCE South 43°02'59" West a distance of 45.63 feet; THENCE North 89°54'47" West a distance of 121.49 feet; THENCE North 60°37'53" West a distance of 229.69 feet; THENCE North 62°08'33" West a distance of 17.47 feet; THENCE North 16°24'30" East a distance of 97.39 feet; THENCE North 03°57'53" East a distance of 94.67 feet; THENCE North 15°05'43" West a distance of 79.91 feet; THENCE North 00°42'44" West a distance of 78.11 feet; THENCE North 07°02'53" West a distance of 117.72 feet; THENCE North 37°20'51" West a distance of 67.90 feet; THENCE North 23°21'06"

EXHIBIT 1D

West a distance of 58.22 feet; THENCE North 66°38'54" East a distance of 123.64 feet; THENCE South 17°56'27" East a distance of 608.77 feet; THENCE South 46°57'01" East a distance of 138.30 feet to the **POINT OF BEGINNING**.

Said tract contains 2.64 acres, more or less.

TOTAL OF SAID TRACT, LESS AND EXCEPT COMMON AREAS IS 8.46 ACRES, MORE OR LESS.



TOTAL AREA OF ALL TRACTS IS 11.26 AC.±

LEGAL DESCRIPTION
 VILLAGE VERDE ADDITION SECTION 4B
 LESS AND EXCEPT COMMON AREAS
 OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA



Exhibit "2"
Village Verde Residential Green Standards



Village Verde Residential Green Standards

Developed by Village Verde Developers, LLC

www.villageverdeokc.com

As of November 2, 2010

Exhibit "2" Village Verde Residential Green Standards

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Exhibit "2"

Village Verde Residential Green Standards

Master Plan/Overview

Village Verde is a 480 acre development intended to provide Oklahoma City residents a place that can truly be a gateway to green living. The developer is committing to a green land development program and the builders will be committing to a building green program. The basic green principles are much like any nationally recognized program in that of protecting streams and wetlands, maintaining a wildlife corridor, creating a low impact storm water management plan with filtration gardens, mixed use community, energy efficient buildings, a walkable development, community spaces and so much more.

The Master plan is designed such that there are a variety of housing options from starter homes to senior living and everything in between. Each home and business will have direct access to outdoor spaces for outdoor living. With commercial, retail and office spaces providing the basic amenities along NW Expressway, every resident, customer, business owner or visitor will feel like they are a part of a true village, Village Verde. By having both a residential and commercial green standard, it will set a precedent for all future buildings and the precious resources we have at our disposal.

The Village Verde Green Standard is a "should do" and a "must do" for our community. This list is broken down into components that are both required and recommended. Village Verde Developers, LLC, supports all green building programs and knows there are several ways to achieve green. Thus, achieving the Village Verde Green Standard or any nationally recognized program is our only requirement.

Exhibit "2"

Village Verde Residential Green Standards

Site Requirements

Required

- 1) Minimize soil disturbance and maintain erosion controls
- 2) Do not use any invasive landscaping species. See attached list
- 3) Use local landscaping materials

Recommended

- 1) Use xeriscape planting techniques

Energy Efficiency

Required

- 1) Meet a HERS Index less than or equal to 70 as confirmed by a RESNET qualified rater OR receive a third party certification of a nationally recognized green building program (ex. ENERGY STAR, DOE Builders Challenge, NAHB Green Program, LEED for Homes, etc)

Recommended

- 1) None

Water Efficiencies

Required

- 1) If installing a an outdoor irrigation system, the unit must have a rain sensor

Recommended

- 1) Install Water Sense toilets, fixtures and showers

Exhibit "2"

Village Verde Residential Green Standards

Indoor Air Quality

Required

- 1) Meet ASHRAE 62.2 for ventilation requirements
- 2) Appropriate Installation of window flashings and rain plane detailing must be verified by an approved RESNET third party rater
- 3) No carpet in wet rooms
- 4) Install cementitious backerboard under/behind tiled surfaces in all wet areas
- 5) Install direct-vent, sealed combustion gas fireplace, sealed wood fireplace, or sealed wood stove or install no fireplace or woodstove

Recommended

- 1) None

Material Selection

Required

- 1) None

Recommended

- 1) Install Compact Fluorescent Lighting
- 2) Install ENERGY STAR RATED appliances and devices
- 3) When possible use local, environmentally preferable products

Construction Waste Management

Required

- 1) None

Exhibit "2"

Village Verde Residential Green Standards

Recommended

- 1) Should Developer have an operational recycling site, builders to separate and transport brick/rock/concrete, sheetrock, shingles and non-treated wood to a predetermined location. Delivery location will be designated within 1 mile of construction.

Builder Training

Required

- 1) Builder to attend an orientation seminar to review the requirements of the Village Verde Green building program

Recommended

- 1) None

Occupant Manual/Training

Required

- 1) Builder to supply each homeowner with a homeowner manual
- 2) Builder to perform walk through with homeowner on how to operate the house efficiently

Recommended

- 1) None

Exhibit "2"

Village Verde Residential Green Standards

List of Invasive Species

Common Name	Scientific Name	Category
Cheat Grass	Bromus tectorum	Grass/Weed
Field Bindweed	Convolvulus arvensis	Grass/Weed
Giant Reed	Arundo Donax	Grass/Weed
Johnsongrass	Sorghum halepense	Grass/Weed
Musk Thistle	Carduus nutans	Grass/Weed
Tall Fescue	Festuca arundinacea	Grass/Weed
Canada Thistle	Cirsium arvense	Plant
Chinese bush clover	Sericea Lespedeza	Plant
Hydrilla	Hydrilla Verticillata	Plant
Multiflora Rose, Baby Rose, Rambler Rose	Multiflora rosa	Plant
Purple Loosestrife	Lythrum salicaria	Plant
Ashe Juniper	Juniperus ashei	Tree/Shrub
Autumn Olive "Autumn Olive, Elaeagnus, Oleaster, Japanese Silverberry"	Elaeagnus umbellate	Tree/Shrub
Eastern Redcedar	Juniperus virginiana	Tree/Shrub
Mesquite	Prosopis Glandulosa	Tree/Shrub
Russian Olive	Elaeagnus augustifolia	Tree/Shrub
Saltcedar	Tamarix	Tree/Shrub



BYLAWS OF ASSOCIATION

FOR

VILLAGE VERDE OWNERS ASSOCIATION

PREPARED BY

ROBERT LEE RAINEY, ATTORNEY

**RAINEY LAW, LLP
1601 NW Expressway, Suite 600
Oklahoma City, Oklahoma 73118-1460
PHONE: (405) 753-1515
FAX: (405) 753-1516**

AT THE REQUEST OF

**VILLAGE VERDE DEVELOPERS, LLC,
DEVELOPER**

DATED

_____, 2022

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BYLAWS

Village Verde Owners Association

ARTICLE I

NAME AND LOCATION. The name of the Association is Village Verde Owners Association, an Oklahoma incorporated, domestic nonprofit, nonstock association (the "Association"). The principal office of the Association is at P.O. BOX 22921, Oklahoma City, OK 73123, but meetings of Members and Directors may be held at such places within the State of Oklahoma, as designated by the Board of Directors (the "Board").

ARTICLE II

DEFINITIONS

Section 1. The defined terms as used in these Bylaws shall have the meanings in the Second Amended and Restated Supplemental Declaration and Covenants, Conditions, Restrictions, Easements, and Reservations, as may be amended occasionally. If conflict occurs between these Bylaws and the Declaration, the Declaration controls.

Section 2. "Member" means those persons or entities entitled to membership in the Association as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from formation of the Association upon the recordation of the Certificate of Incorporation of the Association in the office of the Oklahoma Secretary of State. Each subsequent regular annual meeting of the Members shall be held in the same month of each year thereafter, at a date, time, and place within the State of Oklahoma selected by the Board of the Association.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board, or upon written request of the Members entitled to vote fifty (50%) of the votes of the Association.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of the notice, postage prepaid, or hand delivering not less than ten (10) nor over ninety days (90) days before the meeting, to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied in writing by the Member to the Association for notice. The notice shall specify the place, day, and hour of the meeting. With a special meeting, the notice shall state the purpose of the meeting.

Section 4. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before, or after such meeting. Attendance at a meeting by a Member shall be deemed

a waiver by such Member of notice of the time, date, and place thereof. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted.

Section 5. Quorum. The presence at the meeting of Members or proxies entitled to cast twenty percent (20%) of the votes of the Membership shall constitute a quorum for any action except as otherwise provided in the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented. At the reconvened meeting, any business may be transacted which might have been transacted at the meeting originally called provided that Members representing at least twenty-five (25%) of the total voting power of the Association are present.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance or revocation by the Member of the Member's Lot.

Section 7. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote, if written consent specifically authorizing the proposed action is signed by the Members representing at least the minimum number of votes necessary to authorize such action at a meeting. All such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated, and delivered to the Association at its principal place of business in Oklahoma. Such consents shall be filed with the minutes of the Association.

Section 8. Declarant Power. Notwithstanding anything to the contrary in these Bylaws, Declarant, at a meeting of the Members, shall have the votes of all the Lots if Declarant shall own a Lot in Village Verde or land which may be annexed to Village Verde; provided Declarant may waive, in a writing submitted to the Board, Declarant's right to vote from time to time, or Declarant may relinquish its rights to vote by filing an amended and/or restatement to the Declaration signed solely by Declarant.

ARTICLE IV

BOARD OF DIRECTORS SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of no more than five, no less than one Directors, who must be Members of the Association. The number of Charter Directors (as defined), however, shall constitute three (3) in number.

Section 2. Term of Office. The terms of office of the "Charter Directors" (as defined in the incorporating documents of the Association) shall be for the period until the first annual meeting of the Members at which their successors are elected. The terms of each Director other than a Charter Director shall be for one (1) year or until a successor is elected, whichever shall be the longer period. Each Director, other than a Charter Director, shall be elected at the annual meeting.

Section 3. Removal. Any Director elected solely by the Members may be removed, with or without cause, by a three fourths vote (3/4) of the Members, and, as long as the Declarant shall own

a Lot in Village Verde or land which may be annexed to Village Verde, shall be subject to removal by the Declarant. Any Director appointed by the Declarant under Article V, Section 2, may be removed, with or without cause, by the Declarant, but shall not be subject to removal solely by the Members. Upon removal of a Director by the Members, a successor may be elected by the Members, or the Declarant may exercise the Declarant's right of appointment under Article V, Section 2.

Any Director elected by the Members, or appointed by the Declarant, who has three (3) consecutive unexcused absences from Board meetings, or who is over thirty (30) days delinquent in payment of any assessment or other charge due the Association, may be removed by a majority of the Directors present at a regular or special meeting of the Board at which a quorum is present, and a qualified successor may be appointed by the Board to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of a Director elected by the Members, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members, subject to the Declarant's right of appointment under Article V, Section 2, may elect a successor. In the event of the death, disability, or resignation of a Director appointed by the Declarant, the Declarant may appoint a successor Director to fill the vacancy. If the Declarant chooses to not fill the vacancy the Board shall appoint a successor to fill the vacancy until the next annual meeting.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for actual and Board approved expenses in the performance of the Director's duties.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination of Directors for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board, and two or more other persons. The Nominating Committee shall be appointed by the President of the Association before each annual meeting of the Members, to serve until the close of the annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall, in its discretion determine, but not less than the number of vacancies to be filled. Nominations may be made from among Members or non-Members.

Section 2. Appointment. Until the Declarant no longer owns a Lot in Village Verde, or in land that may be annexed to Village Verde, the Declarant reserves the right to appoint the Board. The Declarant may appoint non-Members to the Board. Any vacancy on the Board not filled by the Declarant may be filled under this Article V.

Section 3. Qualifications. To qualify for nomination, election, or appointment to the Board under these Bylaws of Association for Village Verde Owners Association, a person must meet the following qualifications:

- (1) At least three (3) years of experience serving as an HOA Director and/or Officer;
- and

(2) Commitment to take at least twelve (12) hours of Association-approved training within three (3) months of being elected or appointed to the Board. The Association-approved training is intended as professional development in one or more of the following areas of HOA management:

- a. Beautification;
- b. Communications;
- c. Crime Prevention;
- d. Dispute Resolution;
- e. Facilities and Maintenance
- f. Governance;
- g. Grant Writing;
- h. HOA Basics;
- i. Legal Compliance;
- j. Legal Issues;
- k. Operations, and Reserve Management;
- l. Parliamentary Procedure;
- m. Private Roads Maintenance;
- n. Rules; and
- o. Security.

Section 4. Election. Election to the Board shall be by written ballot. At the election, the Members or their proxies may cast, regarding each vacancy, as many votes as they may exercise under the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board shall be held at least annually, within twenty (20) days after the annual election of Directors, at such place and hour as fixed occasionally by resolution of the Board, without the necessity of further notice.

Section 2. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors. The notice shall specify the time and place for the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following: (a) email mail, (b) personal delivery; (c) first class mail, postage prepaid; (c) telephone communication, either directly to the Director or to a person at the Director's office or home who could reasonably be expected to communicate such notice promptly to the Director; or (d) facsimile, computer, fiber optics, or any such other communication device. All such notices shall be given at the Director's telephone, fax, or email address or sent to the Director's address on the records of the Association. Notices of special meetings of the Board shall posted in a prominent place at the Association's Website. Notices sent by first class mail shall deposited into a United States mailbox at least seven (7) days before the time set for the meeting. Notices given by

email, personal delivery, telephone, facsimile, or other device shall delivered, telephoned, or transmitted at least seventy-two (72) hours before the time set for the meeting.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. A meeting at which quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the Directors present at such meeting may adjourn the meeting to a time not less than five (5) days nor over thirty (30) days from the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 4. Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of the meetings of the Board, recording all resolutions adopted by the Board and all transactions and proceedings at such meetings.

Section 5. Open Meetings. Subject to Article VII, Section 6 and 7, all meetings of the Board shall be open to all Members and Board is authorized, but not obligated, to employ various methods for holding its meeting which are designed to permit the broadest possible relevant participation or observation of its decision making process. A Member other than a Director may not participate in any discussion or deliberation unless permission to speak is requested on the Member's behalf by a Director. In such case, the President may limit the time any Member may speak.

Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, excluding Members, to discuss:

- (a) Employment or personnel matters for employees of the Association;
- (b) Legal advice from an attorney retained for the Board or the Association;
- (c) Pending or contemplated litigation; or
- (d) Pending or contemplated matters relating to enforcement actions under the Declaration or these Bylaws.

Section 6. Action Taken Without a Meeting. The Directors may take any action absent a meeting which they could take at a meeting by obtaining the written approval and consent of all the Directors. Such consent shall set forth the action so taken, and shall be signed by all Directors, and shall have the same effect as though taken at a meeting of the Directors.

Section 7. Video or Telephonic Participation. One or more Directors may participate in and vote during any regular or special meeting of the Board by telephone conference call, video conference, fiber optics, cable, computer, or similar communication equipment with which all Directors, and any Members present, can hear each other at the same time, and those Directors so participating shall be present at such meeting. Any such meeting at which a quorum participates shall

constitute a meeting of the Board.

Section 8. Power of Declarant. Notwithstanding anything to the contrary in these Bylaws, Declarant shall have all the votes of the Directors if Declarant shall own a Lot in Village Verde or land which may be annexed to Village Verde; provided Declarant may waive, in a writing submitted to the Board, Declarant's right to vote occasionally, or Declarant may relinquish its rights to vote by filing an amendment to the Declaration signed solely by Declarant.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Areas including any improvements and amenities located thereon, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights, and the right of any recreational facilities on any Common Area during any period in which the Member is in default in the payment of any assessment levied by the Association; these rights may also be suspended for an infraction of published rules and regulations until the infraction is corrected;

(c) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration; and

(d) employ a manager, independent contractors, or other employees or contractors as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board to:

(a) keep a record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such a statement is requested in writing by the holders of fifty-one percent (51%) of the voting Members;

(b) supervise all Officers, agents, and employees of this Association, and to see that their duties are properly performed;

(c) as provided in the Declaration to:

(1) Fix the annual assessment against each Lot by December 1st of each preceding year of the annual assessment for the following year;

(2) send written notice of each annual assessment to every Lot Owner by December 15th, of each preceding year, and of each special assessment, at least sixty (60) days before its due date; and

(3) foreclose the lien against a Lot if the Owner has not paid the assessment

thereon within such time as the Board may determine, or sue the Lot Owner obligated to pay the same, or both;

(d) issue, or cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid; a reasonable charge may be made by the Association for issuing these certificates. If the certificate states that an assessment has been paid, the certificate shall be conclusive evidence of payment regarding any person relying on the certificate.

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all Officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the Common Areas to be maintained.

ARTICLE VIII

RIGHT OF DECLARANT TO DISAPPROVE ACTIONS

Section 1. Right of Declarant to Disapprove Actions. So long as Declarant shall own a Lot in Village Verde or land which may be annexed to Village Verde, Declarant shall a right to disapprove any action, policy, or program of the Association, the Board, and any committee of the Association, which, in the judgment of Declarant or its designees under the Declaration or these Bylaws, would impair rights of Declarant or its designees under the Declaration or these Bylaws, or interfere with development, construction, or marketing of any portion of Village Verde, or land which may annexed to Village Verde, or diminish the level of services being provided by the Association. This right to disapprove is in addition to, and not in lieu of any other right of the Declarant under the Declaration or these Bylaws.

Section 2. Notice to Declarant. The Declarant shall be given written notice of all meetings of the Association, Board, or any committee thereof, and of all proposed actions of the Association, Board, or any committee thereof to be approved at such meetings or by written consent in lieu of a meeting. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address registered by the Declarant with the Secretary of the Association, as it may change occasionally, or, if no such address is registered, at the address of the principal place of business of the Association. Such notice shall comply with the requirements for Board meetings in these Bylaws and which notice shall, except with the regular meeting held under these Bylaws, set forth in reasonable particularity the agenda to be followed at the meeting.

Section 3. Participation by Declarant. The Declarant shall be given the opportunity at each such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program subject to the right of disapproval set. The Declarant, its representatives, or agents may make its concerns, thoughts, and suggestions known to the Board and/or the members of the committee.

Section 4. Time For Disapproval, Limitations. The Declarant acting through any Officer or Director, agent, or authorized representative, may exercise its right to disapprove at any time within

ten (10) days following the meeting at which such action was proposed, or with any action taken by written consent in lieu of a meeting, at any time within ten (10) days following receipt of written notice of the proposed action.

This right to disapprove may block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of any committee, the Board, or the Association unless such action or counteraction countermands an action, policy, or program not properly noticed and implemented under these Bylaws. The Declarant shall not use its right to disapprove to reduce the level of services which the Association must provide, or to prevent capital repairs or any expenditure required to comply with laws and regulations.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The Officers of this Association shall be a President and Vice-President, who must be Members of the Board, a Secretary, and a Treasurer, and such other Officers as the Board may occasionally by resolution create.

Section 2. Qualifications of Officers. To qualify for election or appointment, including special appointment, as an Officer under these Bylaws, a person must meet or exceed the qualifications required for the Board.

Section 3. Election of Officers. The election of Officers shall take place at the first meeting of the Board and thereafter at the first meeting of the Board following each annual meeting of the Members.

Section 4. Term. The Officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year unless such Officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 5. Special Appointments. The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, occasionally, determine.

Section 6. Resignation and Removal. Any Officer may be removed from office with or without cause by the Board. Any Officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of the notice or at any later time specified, and unless otherwise specified, the acceptance of the resignation shall not be necessary to make it effective.

Section 7. Vacancies. A vacancy in any office may be filled by appointment by the Board. The Officer appointed to the vacancy shall serve for the remainder of the term of the Officer such Officer replaced.

Section 8. Multiple Offices. Not over two offices may be held by the same person. The offices of President and Vice President or President and Secretary shall not be held by the same person. The President and Vice President shall be members of the Board.

Section 9. Duties. The duties of the Officers (collectively “Officers” or individually “Officer”) are:

President

(a) The President shall preside at all meetings of the Members and of the Board and see that orders and resolutions of the Board are carried out. The President shall have authority to sign all leases, mortgages, deeds, and other written instruments.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability, or refusal to act, and exercise and discharge such other duties as required of him by the Board. The Vice-President shall likewise have authority to sign all leases, mortgages, deeds, and other written instruments.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep current records showing the Members of the Association with their addresses when required by law, attest and affix the seal of the Association to all leases, mortgages, deeds and other written instruments where legal required; and perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in bank accounts all monies of the Association and disburse these funds as directed by resolution of the Board; keep proper books of account; cause an annual audit of the Association books to be made at completing each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting; and deliver a copy of each to the Members requesting the same.

ARTICLE X

COMMITTEES

The Association shall appoint such committees as deemed appropriate in carrying out its purposes.

ARTICLE XI

ARCHITECTURAL AND DESIGN CONTROL

Section 1. Organization, Power of Appointment, and Removal of Committee Members. The Association shall have a Design Review Committee.

(a) Committee Composition. The Design Review Committee shall consist of three (3) regular members. None of such members shall have to be an architect or to meet any

other particular qualifications for membership. A member of the Committee need not be, but may be, a Member of the Association, a member of the Board, or an Officer of the Association.

- (b) Quorum. The presence in person of two (2) members of the Design Review Committee shall constitute a quorum at all meetings of the Design Review Committee. The majority vote of the members present shall have to transact the business of the meeting.
- (c) Appointment and Removal. The right to appoint and remove all members of the Design Review Committee at any time is vested solely in the Declarant, so long as it owns any Lot in Village Verde, unless waived occasionally by Declarant. After the Declarant no longer owns any Lots, the right to appoint and remove all members of the Design Review Committee at any time is vested solely in the Board. Exercise of the right of appointment and removal shall be evidenced by the execution of minutes filed in the minute book of the Association.
- (d) Resignations. Any regular or alternate member of the Design Review Committee may resign from the Committee by giving written notice thereof to Declarant or the Board, whichever may then appoint Committee members.
- (e) Vacancies. Vacancies on the Design Review Committee however caused, shall be filled by the Declarant or the Board, whichever then has the power to appoint Committee members. A vacancy or vacancies on the Design Review Committee shall be deemed to exist in case of the death or resignation or removal of any regular or alternate member.

Section 2. Duties and Authority. It shall be the duty of the Design Review Committee to consider and act upon any proposals or plans submitted to it under the Declaration and Bylaws, to adopt Architectural and Design Rules which may be more stringent than, but which shall not be inconsistent with, the Declaration, and to carry out all other duties imposed upon it by the Board. The prior approval of the Design Review Committee shall be required for the construction or alteration of any improvement within Village Verde, except for those installed by the Declarant and for such other matters as provided in the Declaration, these Bylaws, and Architectural and Design Rules.

Section 3. Approval. Except as to the Declarant, any approval granted by the Design Review Committee shall be in writing and, unless otherwise specified in the approval, it shall be conditioned upon and require the continued maintenance, landscaping, and screening of any improvements on a Lot by the Owner and of any improvements on the Common Area by the Association, and the satisfaction of such other requirements as the Design Review Committee may determine. Any improvements submitted to and approved by the Design Review Committee must be commenced within one (1) year from such approval, or such approval shall be deemed revoked, and the Owner must again seek approval under the Architectural and Design Rules. After commencement of the work on an improvement, the work thereon must be diligently and continuously pursued to completion.

Section 4. General Considerations. Under its rule-making power, the Design Review

Committee shall establish a procedure for the preparation, submission, and determination of applications for any alteration or improvement. The Design Review Committee may disapprove any plans or specifications or grading or other plans, which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans, and with no limitation of the foregoing, it may take into consideration the suitability of the proposed improvement, its size, the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the topography, the effect upon view and light, and the effect the structure or improvement as planned viewed from the outlook from the adjacent or neighboring properties. All decisions of the Design Review Committee shall be final, and no Owner or other parties shall have recourse against the Design Review Committee for its disapproval of any such plans and specifications or plot plan, including lawn area and landscaping. An approval by the Design Review Committee may be made contingent upon the satisfaction of such conditions as the Committee may specify in the Architectural and Design Rules or in any approval.

Section 5. Meetings and Compensation. The Design Review Committee shall meet occasionally as necessary to perform its duties. Subject to paragraph (b) of Section 1, above, the vote or written consent of any two (2) regular members, at a meeting or otherwise, shall constitute the act of the Design Review Committee. The Design Review Committee shall keep and maintain a written record of all actions taken by it at such meetings. Members of the Design Review Committee may not have compensation for their services. However, the Design Review Committee may hire engineers or other consultants at the Association's expense.

Section 6. Waiver. Approving the Design Review Committee of any plans, drawings, or specifications for any work done or proposed, or for any other matter requiring the approval of the Design Review Committee under the Declaration shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification, or matter subsequently submitted for approval. Failure of the Design Review Committee to enforce a conditional approval or rule now or hereafter contained in the Architectural and Design Rules shall in no event be deemed a waiver of the right to do so thereafter.

Section 7. Liability. Neither the Design Review Committee nor any member thereof shall be liable to the Association, any Owner, or to any other party, for any act or omission resulting in any claim for any damage, loss, or prejudice suffered including, but not limited to, (a) the approval or disapproval of any plans, drawings, or specifications, whether or not defective, (b) the construction or performance of any work, whether or not under approved plans, drawings, and specifications, (c) the development of any Property within Village Verde, or (d) the execution and filing of any estoppel certificate, whether or not the facts are correct; provided, however, that regarding the act or omission of a member, such member has acted in good faith based on such information as may be possessed by him.

Section 8. Time for Approval. If the Design Review Committee fails to approve or disapprove a matter, within thirty (30) days after such plans and specifications have been submitted to it in due form as requested by the Design Review Committee, such matter will be deemed approved, and the prior written approval required by this Article will be deemed to have been complied with fully. However, such matter must be promptly accomplished under such plans and specifications, and such matter shall be and continue to comply with this Declaration.

Section 9. Architectural and Design Standards and Approval. All Lots, and any residence or improvement thereon, shall be constructed and maintained under the Declaration of the Association. The actual location of any improvements on a Lot shall be designated on a plot plan approved in writing by the Design Review Committee before the commencement of construction. The Design Review Committee may grant variances to any building setback lines. No driveway or hardscape shall be constructed or altered without the prior written consent of the Design Review Committee, which shall consider the appearance, design, and materials of the driveway and hardscape and the effect the driveway and hardscape may have on drainage affecting the Commons or any other Lot. No improvement shall be placed on any Lot within Village Verde and no alterations, repairs, excavation, or other work which alters the exterior appearance of any Lot within Village Verde or the improvements located thereon shall be made or done without the prior written approval of the Design Review Committee. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, improved, altered, made, or done without the prior written approval of the Design Review Committee.

Section 10. Adoption of Architectural and Design Application and Rules. The Design Review Committee, in its sole discretion, may occasionally promulgate, adopt, or amend Architectural and Design Rules which shall be a guide for the orderly development of Village Verde and to ensure the aesthetic harmony of all structures and landscaping within Village Verde. The initial Architectural and Design Committee Application is attached marked Exhibit "1".

ARTICLE XII

BOOKS AND RECORDS

The books, records, and papers of the Association shall be available for inspection by any Member upon written notice and appointment during reasonable business hours. The Declaration, the Articles of Association, and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIII

ASSESSMENTS

As provided in the Declaration, each Member must pay to the Association assessments secured by a continuing lien upon the Lot against which the assessment is made. If the assessment is not paid on the due date, the assessment shall bear interest from delinquency at eighteen percent (18%) per annum, and the Association may sue at law against the Owner obligated to pay the same or foreclose the lien against the Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to such assessment. No Owner may waive or otherwise escape liability for the assessments provided by non-use of the Common Area or abandonment of Owner's Lot.

ARTICLE XIV

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by the holder of two-thirds of the votes of the Members of the Association present in person or by proxy at the meeting at which the vote is taken. Anything set forth above in this Article XIV to the contrary notwithstanding, Declarant shall have the absolute unilateral right, power, and authority to modify,

revise, amend or change the terms or provisions by these Bylaws all as occasionally amended or supplemented (the "Proposed Changes"). This unilateral right, power, and authority of the Declarant may be exercised if and only if the Declaration requires or allows such Proposed Changes, or either the Veterans Administration or the Federal Housing Administration or any successor agencies require such action as a condition precedent to the approval by such agency of the United States of the Property or any part thereof or any Lots thereon for federally approved mortgage financing purposes under the Veterans Administration, Federal Housing Administration, or similar programs.

Section 2. With any conflict between the Association's Certificate of Incorporation and these Bylaws, the Bylaws shall control; and with any conflict between the Declaration and the Certificate of Incorporation or these Bylaws, the Declaration shall control.

ARTICLE XV

MISCELLANEOUS AND SCHEDULES ATTACHED

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of formation and end on December 31st of that year.

Section 2. Seal. The Association waives and does not require a corporate seal. If the Association does have a seal, it must have one in circular form, having within its circumference the name of the Association, the words "Corporate Seal," and the word "Oklahoma".

Section 3. Indemnity. Each Officer or Director of this Association, including such person's heirs and personal representatives, made a party to any action, suit or proceeding or against whom a claim or liability is threatened, asserted, or commenced from the fact that such person was or is an Officer or Director of the Association, shall be indemnified and held harmless by the Association against all judgments, fines, amounts paid on account thereof (whether in settlement or otherwise) and reimbursed for all expenses, including attorney's fees, actually and reasonably incurred by the person with the defense of any action, suit, proceeding, or claim, whether or not the same proceeds to judgment or is settled or otherwise brought to a conclusion, provided that no person shall be indemnified or reimbursed for costs or expenses arising out of the person's dishonesty with the Association, his willful malfeasance, or gross and reckless disregard of such person's duty.

The indemnification provided above is not exclusive, but, in addition, any person who is or was an Officer or Director of the Association shall be entitled to all reimbursement and indemnity provided by or under provisions of the Oklahoma Business Corporations Act or as hereafter amended.

Section 4. Schedules Attached and Incorporated. The Schedule Index of Association documents, forms, and policies are attached to aid the Association Board and its Officers and are part of the Rules and Regulations under the Declaration and Governing Documents, and incorporated into these Bylaws:

IN WITNESS WHEREOF, we, being the Charter Director(s) of the Association, have set our hands this June, 24, 2022.



Kelly Parker, Charter Director


CERTIFICATION

I do certify:

I am the duly elected and acting Secretary of Village Verde Owners Association, an incorporated Oklahoma nonprofit association, and

These Bylaws constitute the original Bylaws of the Association, as duly adopted at a meeting of the Board thereof, held on June 24 2022.

IN WITNESS WHEREOF, I subscribed my name this June 24 2022.



Secretary.

Schedule Index of Association Documents, Forms, and Policies

Many of these Documents, Policies, and Forms are Available to Owners at:

Village Verde Owners Association
PO Box 22921
Oklahoma City, OK 73132
info@villageverdeokc.com
www.villageverdeokc.com

Schedule 1 – Assignment of Common Area Rights

Schedule 2 – Resolution to File Lien

Schedule 3 – Resolution to Release Lien

Schedule 4 – Resolution to Institute Legal Action

Schedule 5 – Resolution to Adopt Covenant Waiver

Schedule 6 – Fence Request

Schedule 7 – Landscape Request

Schedule 8 – Paint Request

Schedule 9 – Improvement Request

Schedule 10 – Architectural Committee Review Application

Schedule 11 – Satellite Dish/Antenna Request

Schedule 12 – Notice of Architectural Violation Request

Schedule 13 – Transition Committee Letter to Owners

Schedule 14 – Transition Committee Notice of Meeting

Schedule 15 – Transition Committee Agenda

Schedule 16 – Transition Committee Request for Transition

Schedule 17 – Written Complaint of Declaration/Bylaw Violation

Schedule 18 – Association Collection Practices Policy

Schedule 19 – Initial Dues Payment Request Form

Schedule 20 – Second Dues Payment Request Form

Schedule 21 – Second Dues Payment Request Form

Schedule 1 – Assignment of Common Area Rights

VILLAGE VERDE ASSOCIATION OWNER ASSIGNMENT OF COMMON AREA RIGHTS

Under the Declaration and Bylaws governing the Addition, the Association, and its Owners, an Owner may in limited circumstances transfer their rights of use and enjoyment to the Common Areas, but such transfer must be done in written form and communicated to the Association. Upon delivery to the Association, this completed form accomplishes the transfer.

Owner Name _____

Address/Lot within the Addition _____

Assignee(s) (Please provide his/her/their full name) _____

Term of Assignment of Rights _____

Is this Assignment attendant to a Lease of the Lot? ____ Yes ____ No

If so, the Lease must give the Lessee notice of the Declaration provisions, and the Lease must require the Lessee to comply with the Governing Documents as required by the Declaration?

If not, such assignment is invalid and of no force and effect.

Any restrictions/conditions/other matters for this Assignment:

Date received by Association: _____

Schedule 2 – Resolution to File Lien

**VILLAGE VERDE ASSOCIATION, RESOLUTION TO EXECUTE AND FILE
ASSESSMENT LIEN STATEMENT**

WHEREAS, the Declaration to the Village Verde Association provides for the mandatory payment of dues, special assessments, interest, fees, costs, attorney’s fees, and penalties (collectively “Dues”); and

WHEREAS, the Village Verde Association regularly remits invoices for such dues and collects the payment of such dues from its members; and

WHEREAS, Declaration provides for the collection of dues for the collection efforts of the Association, in addition to the Association’s ability to file liens against the property of those members failing to pay their dues;

WHEREAS, the Board of Directors, at a meeting in which a quorum attended, a motion was made, seconded, and unanimously adopted this Resolution passed.

WHEREAS, the following resolution was presented to the Board for consideration;

NOW, THEREFORE, BE IT RESOLVED:

1. The Association shall cause lines to be filed against those members and their properties who have failed to remit previous dues amounts;
2. The lien shall be recorded and shall secure all amounts owed and collectible under the Declaration, and
3. The lien shall be released upon payment in full of the secured amount including costs, fees, and interest as well as attorney’s fees if any.

Dated: _____

Secretary: _____

Schedule 3 – Resolution to Release Lien

**VILLAGE VERDE ASSOCIATION RESOLUTION # _____ TO EXECUTE AND FILE
RELEASE OF LIEN STATEMENT**

WHEREAS, the Declaration to the Village Verde Association provides for the mandatory payment of dues and assessments; and

WHEREAS, the Village Verde Association regularly remits invoices for such dues and collects the payment of such dues from its members; and

WHEREAS, the Association, as a course of business, files liens for the collection of the dues amount, and promptly releases said lien upon an owner's payment in full of the dues then owing,

WHEREAS, the Board of Directors, finding that:

_____ located at _____

_____ has remitted the dues amount of \$ _____

_____ for the period of _____

_____, accordingly, the Board by a unanimous vote, this Resolution passes.

WHEREAS, the following resolution was presented to the Board for consideration;

NOW, THEREFORE, BE IT RESOLVED:

1. The Association shall cause a Release of the above-referenced lien statement to be filed within the Canadian County Clerk's Office, and the owner be made aware of such Release;

Dated: _____

Director: _____

Secretary: _____

Schedule 4 – Resolution to Institute Legal Action

**VILLAGE VERDE ASSOCIATION RESOLUTION TO ENFORCE
DECLARATION/BYLAWS PROVISIONS**

WHEREAS, there exists a written and duly filed Canadian County Declaration and its Governing Documents pertaining to the real property within the Village Verde Association to the City of Oklahoma City, State of Oklahoma, and such Declaration provides for the operation of a mandatory owners association governed by a Board of Directors;

WHEREAS, each owner of a Lot in the Addition is the subject to the Declaration and Governing Documents;

WHEREAS, it is deemed to be in the best interests of this Association and in the business judgment of the Board of that the Declaration and its terms pertaining to certain covenants be enforced under the authority granted to the Board by the Declaration; and

WHEREAS, the following resolution was presented to the Board for consideration;

NOW, THEREFORE, BE IT RESOLVED: _____

On there being a quorum of the Board members present and a motion made, recognized, and seconded, the Board adopted and executed the presented resolution on the _____ day of _____, 20 ____.

President

Officer

_____, being the Secretary of the Association does certify that the foregoing is a copy of a resolution passed by the Board of the Association, that such resolution is in full force and effect, unamended, that the Association has the corporate power and authority under the Declaration to take the above resolved action and such power is not restricted by any provision in the Declaration and its Governing Documents governing the Association, within the Association's articles or Bylaws, that the person signing above are authorized Officers(s) or Directors of the Association and that set forth above their printed names are their true signatures.

_____, Secretary

Schedule 5 – Resolution to Adopt Covenant Waiver

**VILLAGE VERDE ASSOCIATION RESOLUTION TO
PROVIDE A WAIVER OF ENFORCEMENT**

WHEREAS, the Declaration of Village Verde Association provides for certain architectural restrictions applicable to Lots within the Addition, including the oversight of certain materials on a Lot vested in an Architectural Committee;

WHEREAS, the property at _____ (the Property) within the Village Verde is subject to said Declaration and its provisions and the Owner of such Lot has installed without application to the Architectural Committee a _____ comprised of materials not approved by the Declarations;

WHEREAS, a dispute exists as to whether the _____ existing on the Property is an acceptable substitute under the Declaration, and whether judicial intervention should be made to resolve the dispute.

WHEREAS, the following resolution was presented to the Board for consideration;

NOW, THEREFORE, BE IT RESOLVED:

1. The Association and Owner reaffirm the Declaration and the authority of the Architectural Committee;
2. The Association and Owner acknowledge that the Owner failed to make application of the _____ to the Committee as provided by the Declaration and as such the _____ exists in violation of the Declaration;
3. The Association and Owner acknowledge the Association’s duty to enforce the covenants, conditions, and restrictions under the Declaration mutually to benefit all Owners within the addition and the Association Board’s fiduciary duty to the Association and balancing interests necessary to proper governance of an association.
4. There, the Board of Directors, with no waiver, variance, tolerance, or allowance for any prior or future violation of any covenant, condition, or restriction under the Declaration, casts this Resolution solely to resolve any dispute as to the Association’s approval of the existing _____ installed on the Property.
5. The Owner shall prepare an application for approval of the existing _____ on the Property, which the Architectural Committee shall consider and grant.

On there being a quorum of the Board members present and a motion made, recognized, and seconded, the Board adopted and executed the presented resolution on the _____ day of _____, 20 ____.

President

Officer

Schedule 6 – Fence Request

VILLAGE VERDE ASSOCIATION
FENCE REQUEST FORM

Please submit improvement request to:

Village Verde Association
Attention: Architectural Committee
P.O. BOX 22921
Oklahoma City, OK 73123

Name: _____

Date of Application Submitted: _____

Address: _____

Phone: (h) _____; (w) _____

PLEASE IDENTIFY TYPE OF FENCE REQUESTED: (Type names and Illustrations are available in the Governing Documents.) Complete Fencing Guidelines are available online at villageverdeok.com and incorporated by reference.

Fencing Type: _____

Proposed Start Date: _____

Completion Date: _____

Plot plan or other illustration showing location of fence must accompany this submittal:

Owner Signature: _____

Date: _____

Submittal is valid for one year subsequent to approval

ACTION BY VILLAGE VERDE ASSOCIATION ARCHITECTURAL COMMITTEE:

Approved ____ Disapproved ____ Conditionally Approved ____

Subject to the following: _____

Architectural Committee Representative

Date

Schedule 7 – Landscape Request

**VILLAGE VERDE ASSOCIATION
LANDSCAPE REQUEST FORM**

Please submit improvement request to:

**Village Verde Association
Attention: Architectural Committee
P.O. BOX 22921
Oklahoma City, OK 73123**

Name: _____

Date of Application Submitted: _____

Address: _____

Phone: (h) _____ ; (w) _____

According to the VILLAGE VERDE ASSOCIATION Declaration and Governing Documents, landscaping must be completed as required in the plans and specifications submitted and in accordance with the Declaration and Governing Documents.

Landscape plans must be attached to this submittal and completed as approved.

Submittal is valid for one year subsequent to approval

Owner Signature: _____

Date: _____

ACTION BY VILLAGE VERDE ASSOCIATION ARCHITECTURAL COMMITTEE:

Approved _____ Disapproved _____ Conditionally Approved _____

Subject to the following: _____

Architectural Committee Representative

Date

Schedule 8 – Paint Request

VILLAGE VERDE ASSOCIATION
PAINT REQUEST FORM

Please submit improvement request to:

Village Verde Association
Attention: Architectural Committee
P.O. BOX 22921
Oklahoma City, OK 73123

Name: _____

Date of Application Submitted:

Address: _____

Phone: (h) _____ ; (w) _____

Proposed Paint Color(s): _____

Brand: _____ Color Name and No.: _____

Field Color: _____ Trim Color: _____

Additional Trim Color, if applicable: _____

Location of Additional Trim: _____

Proposed Start Date: _____ Completion Date: _____

Paint samples must be attached to this submittal for verification of color and for Association files (Samples must be a minimum of 1" x 2"). The Committee may also require that a sample of the paint colors be painted on the house before the final approval. PLEASE NOTE: It is **YOUR** responsibility to comply with Association Covenants. This submittal is required for all painting, including repainting identical colors. **DO NOT START YOUR PAINTING PRIOR TO RECEIVING FULL APPROVAL OF ALL COLORS!** Also, allow the Committee time to review granted to it under the Governing Documents.

I understand and will comply with the above conditions.

Owner's signature

(This Submittal is good for one year from date of approval)

ACTION BY VILLAGE VERDE ASSOCIATION ARCHITECTURAL COMMITTEE:

Approved _____ Disapproved _____ Conditionally Approved _____

Subject to the following: _____

Architectural Committee Representative Date

Schedule 9 – Home Improvement Request

**VILLAGE VERDE ASSOCIATION
IMPROVEMENT REQUEST FORM**

Please submit improvement request including required plans, drawings, and submittals to:

**Village Verde Association
Attention: Architectural Committee
P.O. BOX 22921
Oklahoma City, OK 73123**

Name: _____

Date of Application Submitted: _____

Address: _____

Phone: (h) _____; (w) _____

Proposed Home Improvement: _____

Brief Description: _____

Name, address, and telephone of Contractor: _____

Proposed Start Date: _____ Completion Date: _____

PLEASE NOTE: It is YOUR responsibility to comply with Association Governing Documents, which requires Architectural Approval for exterior home improvements. **DO NOT START YOUR WORK PRIOR TO RECEIVING FULL APPROVAL OF ALL SUBMITTED IMPROVEMENTS!** Also, allow the Committee time to review under the Governing Documents.

I understand and will comply with the above conditions.

Owner's signature

(This Submittal is good for one year from date of approval)

ACTION BY VILLAGE VERDE ASSOCIATION ARCHITECTURAL COMMITTEE:

Approved _____ Disapproved _____ Conditionally Approved _____

Subject to the following: _____

Architectural Committee Representative

Date

Schedule 10 – Architectural Committee Review Application

**VILLAGE VERDE ASSOCIATION
ARCHITECTURAL COMMITTEE REVIEW APPLICATION**

Introduction:

The Association’s publicly filed Declaration and Governing Documents (the “Governing Documents”), and the directives of the Architectural Committee of the Association, shall be strictly followed to assure continued quality control for the homes in Village Verde (collectively, the “Directives”).

Please ensure this Application is completed and submitted, along with the detailed plans and specifications, for anything, including improvements, to be constructed or placed at or on a Lot at Verde Village.

Please note that all submissions to, and approvals from, the Architectural Committee must be in writing. All submittals *must be in duplicate* and delivered to **Kelly Parker, PE, Committee Chair** and Developer, at P.O. Box 22921, Oklahoma City, OK 73123 (the “Architectural Committee Office”) at least five (5) business days prior to the second Monday of every month. Submittals received after such time will not be considered until the following monthly meeting of the Architectural Committee. The Architectural Committee endeavors to meet every second Monday each month at 5:00 p.m. at the Architectural Committee Office.

Thank you for your cooperation and adherence to the Directives of the Association.

PROJECT DESCRIPTION

Owner: _____ Phone: _____

Property Address: _____

Legal Description: _____

Architect/Designer: _____

Builder/Contractor: _____

Date Architectural Committee Application Submitted to Architectural Committee: _____

<i>Heated Square Footage:</i>	<i>Unheated Square Footage:</i>	<i>Total Square Footage:</i>
Veneer Type (1 st Floor) (submit sample):	Veneer Type (2 nd Floor) (submit sample):	Window Type and Manufacturer (submit product data):
Roofing Material (submit sample):	Exterior Trim (submit color samples and description):	Style:

Architectural Committee Review of Information, Plans, and Specifications Submitted

	APPROVED	DISAPPROVED	NOT SUBMITTED
Site Plans (two sets)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Elevations (two sets)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Floor Plans (two sets)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roof Plans (two sets)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Landscape Plans (two sets)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Specification Sheets (two sets)	<input type="checkbox"/>	<input type="checkbox"/> (if required)	<input type="checkbox"/>
Material and Color Lists	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Builder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Architectural Compatibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Living Space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Building Lines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drainage and Erosion Control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Easements and Setbacks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Driveway and Parking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sidewalks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Retaining Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fencing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mailbox	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Detached Structures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pools	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exterior Lighting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Garage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exterior Veneer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Siding	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roofing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Landscape: Trees, Scrubs, Sod,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lawn Sprinkler System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash Control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Playground Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

APPLICANT'S SIGNATURE: _____ DATE: _____

(All Architectural Committee Applications must be signed and dated by three (3) Architectural Committee members constituting a quorum of the Architectural Committee within thirty 30 days of the Application's submittal to the Architectural Committee)

1. APPROVED _____ DECLINED _____

COMMENTS: _____

Architectural Committee Member

Date

2. APPROVED _____ DECLINED _____

COMMENTS: _____

Architectural Committee Member

Date

Date:

3. APPROVED _____ DECLINED _____

COMMENTS: _____

Architectural Committee Member

Date

ATTACHMENT TO:
ARCHITECTURAL COMMITTEE REVIEW APPLICATION

**ARCHITECTURAL STANDARDS FOR THE
VILLAGE VERDE OWNERS ASSOCIATION**

These Directives (which are incorporated by reference to the Architectural Committee Application) are to ensure a high standard of design and appearance-- not to unduly inhibit variety or creative construction techniques. These Directives are also to ensure that all residents and Owners of Village Verde will be insulated from any significant construction nuisance that would detract from a quality environment. The dwellings constructed in Village Verde represent substantial investments for the families residing in Village Verde. These investments must be guarded from construction, however interesting, that would detract from the development as a whole.

Every Village Verde lot owner and builder must go through the Architectural Committee application and approval process. Sometimes the application process is a perfunctory one, sometimes not. Please be patient with the process and allow yourselves plenty of time prior to inception of construction, to submit and respond to inquiries from the Architectural Committee so that your construction deadlines and expectations are not compromised. Please also ensure that your Architectural Committee Application is complete. Incomplete Applications will invariably cause delays in the approval process. In order to expedite the Architectural Committee Application process, sometimes the Architectural Committee will conduct its meetings telephonically, based wholly on the submitted Application; therefore, *it is important that all requested information be submitted.*

The dwelling and all of its associated structures and improvements must be constructed according to approved drawings, and there shall be no deviation from approved drawings, in the absence of prior, written authorization from the Architectural Committee. The following are the Directives¹ of the Association, *as amended*, for your careful review and information:

These rules guide the review and approval of any Improvement upon any Lot or Commons. These rules are intended as a guide to the Architectural Committee in order to maintain the harmony, character, and charm of Village Verde, and to enhance the value of each Lot and the neighborhood as a whole. The rules may be amended at any time as provided in the Declaration of Covenants and Restrictions of Village Verde.

- 1. Submission of Plans and Specifications for Approval.** No construction or erection of any nature whatsoever shall be commenced or maintained upon any Lot or the Common Element (except as is installed or approved by the Declarant in connection with the initial construction of structures or buildings on the property); nor shall any exterior addition to, or change or alteration thereon, be made unless and until two (2) sets of the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to the Architectural Committee, and approved as to the harmony of external design and location in relation to surrounding structures and topography, in writing by the Architectural Committee. Samples of exterior building materials (i.e., brick, stone, roofing,

¹The Directives contain defined terms which are the same as the Governing Documents. In case of conflict between the previously filed Governing Documents and this Application and its attached Rules, this Application and its rules shall govern.

paint, siding, and trim) shall be presented to the Architectural Committee along with the plan and specifications.

2. **Minimum Square Footage.** Any Residence constructed in Village Verde shall have a minimum square footage as required by the Declaration, paragraphs 3.3.22 and 3.3.32, and may not exceed two stories in height unless a variance is granted by the Architectural Committee. In computing the square footage of a Residence, the square footage shall be computed exclusive of basements, open porches, carports, garages, and outbuildings.
3. **Veneer Construction.** The principal first floor material, other than glass, of the exterior of each wall in all the buildings on any Lot in Village Verde except exterior walls which face the garage area shall be not less than provided in the Declaration under Paragraph 3.3.17 unless the Architectural Committee grants specific approval in writing to a lesser percentage and/or alternate materials in advance of construction. A determination of the Architectural Committee as to the nature of the permissible other materials and percentages thereof on the exterior of the first floor shall be final and binding.
4. **Garages and Outbuildings.** Garages may be attached, built-in or detached, and must be at least two cars wide, unless otherwise approved by the Architectural Committee. Every outbuilding erected on any of said Lots shall, unless the Architectural Committee otherwise consents in writing, correspond in style and architecture to the Residence to which it is appurtenant.
5. **Building Lines.** No Residence or any part thereof or any other building shall be constructed on any Lot nearer to any street than the building line as shown on the Subdivision Plat. No Residence or garage may be placed on a Lot so that it is closer to the side Lot line than fifteen (5) feet. The actual location of any Improvements on a Lot shall be designated on a plot plan that has been approved in writing by the Architectural Committee prior to the commencement of construction. The Architectural Committee shall have the right to grant variances to any building setback lines.
6. **Driveways.** Private driveways from the private street to a Residence located on any Lot and garage and carport parking areas shall be concrete or other hard surface approved by the Architectural Committee and shall be continuously maintained so as to avoid unsightly deterioration and the growth of grass or any other plant on or through such surface. No driveway shall be constructed or altered without the prior written consent of the Architectural Committee, which shall consider the appearance, design, and materials of said driveway and the effect the driveway may have on drainage affecting the Commons or any other Lot.
7. **Improvements and Alterations.** No builder, nor any Improvement constructed by a builder or Owner shall be placed on any Lot within Village Verde and no alterations, repairs, excavation, or other work which in any way alters the exterior appearance of any Lot within Village Verde or the Improvements located thereon shall be made or done without the prior written approval of the Architectural Committee. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, improved, altered, made, or done without the prior written approval of the Architectural Committee.
8. **Adoption of Additional Architectural and Design Rules.** The Architectural Committee, in its sole discretion, may from time to time amend the Architectural and Design Rules, which shall be used as a guide for the orderly development of Village Verde and to ensure the aesthetic harmony of all structures and landscaping within Village Verde.

9. **Floodlights and Landscape Lighting.** Outdoor floodlights and landscape lighting must be approved by the Architectural Committee and must not be offensive to adjoining property.
10. **Architectural Styles.** Architectural Styles of homes in Village Verde should project a traditional, timeless look influenced by historical architectural character. Acceptable styles and designs may include, but not limited to the following: Craftsman and Country Farmhouse. Architectural Styles not acceptable include, Contemporary. The Architectural Committee shall have the ultimate authority and discretion in approving the architectural styles of structures in Village Verde and shall make the final determination whether the style of home proposed is in harmony with the atmosphere of the development and in conformity with the intent of the Architectural Committee.
11. **Roof Construction.** In addition to the approval of the Plans and specifications for construction of buildings and structures on any lot, all roof materials shall be specifically submitted, by separate letter, to the Architectural Committee for their review and written approval prior to construction of the structure or installation of roofing material. Acceptable roofing materials shall be clay, tile or asphalt top quality composition roofing materials which is the color of Weathered Wood and approved by the Architectural Committee. If there is to be a re-roof project covering 50% or more of the roof, the entire roof must be re-roofed.
12. **Fences and Retaining Walls.** All Fences shall be constructed in a good and workmanlike manner of wood boards, ornamental iron, or masonry and shall be artistic in design and shall not detract from the appearance of any adjacent Structures in accordance with the Declaration, Paragraph 3.3.13. All posts shall be constructed of metal. Posts 6ft and taller shall be anchored 18" in the ground.
13. **Construction Period.** Upon commencement of excavation for construction on any Lot or Lots in this plat, the work must be continuous, weather permitting, until the Residence and other Improvements are completed. No delay in the course of construction within a period of eighteen (18) months will be permitted unless further extension of time for the completion of said Residence and Improvements are given by Declarant. If no such consent is given the Declarant or its designee may, but shall not be obligated to, complete such construction.
14. **Roof Pitch.** Roof pitch minimum shall be 5-12 pitch.
15. **Structure.** Footing and stem foundation construction or post tensioned slab is required. No exposed stem walls and/or concrete above 10" from grade are allowed.
16. **Pool Cabanas and Detached Buildings.** No metal buildings, tents, trailers, temporary structures shall be permitted to be erected or maintained within the Project. Provided, however, pool cabanas, studios, guest cottages, and other outbuildings may be constructed and maintained after the plans, specifications, design location of same have been approved in writing by the Architectural Committee. Such accessory structures must correspond in style/architecture/roof shingles match to the principal residence.
17. **Treehouses and Playground Equipment.** No treehouses or platforms in trees, play towers or other similar structures or equipment shall be located in the front of the front building limit line, and must be approved by the Architectural Committee.
18. **Basketball Goals.** Basketball goals must be free standing and not attached to residences or accessory structures. Permanent location of basketball goals must be approved by the Architectural Committee.

19. **Above Ground Pools.** No swimming pools with a capacity of more than 150 gallons of water shall be installed, placed, erected, or maintained above the surface of the ground of any Lot. Pools of less than 150 gallons are allowed on display only from May thru September.
20. **Erosion Control.** During construction of any improvements on any Lot, erosion control must be maintained by the Owner/Builder to control runoff onto the street, common areas, or adjoining property. All runoff must be cleared by the owner/builder within 72 hours of precipitation.
21. **Trash Control During Construction.** During construction of any Improvements on any Lot, the Owner/Builder must control trash so that it does not blow off the property. The building site/Lot must be cleaned after each of the following stages of construction: 1) Framing, 2) Roofing, 3) Sheetrocking, 4) Bricking, and 5) Final Clean-up. The builder/owner may be fined up to \$500 for infractions of this paragraph.
22. **Mailboxes.** Mailbox material and design must comply with the U.S. Postal regulations and set next to the street, all as approved by the Architectural Committee.
23. **Chimneys.** Chimneys will be made of brick, stone or other material approved by the DRC.
24. **Yard Ornaments.** No sculpture or lawn ornaments of any kind will be permitted in yards visible from the street without the prior written consent of the DRC.
25. **Special Considerations.** The DRC shall give special consideration to two story homes having windows, which might provide a view into neighboring property. To preserve the privacy of neighboring properties, the DRC may prohibit windows on two story homes which allow a view, which disturbs the privacy of neighboring property

ADDITIONAL ARCHITECTURAL REQUIREMENTS AND STANDARDS

1. Exterior Veneer:

- 1.1. All siding, to include gable-ends, shall be wood, concrete board or composite, with appropriate trim to conceal junctions to gables or soffits.
- 1.2. All nail holes shall be filled prior to painting or staining wood siding.
- 1.3. All fascia & shingle molding shall be cedar, finger joint redwood or composite material.
- 1.4. All wall materials not directly specified herein will be considered on a house-by-house basis, to be utilized only if pre-approved in writing by the Architectural Committee.
- 1.5. No vinyl or metal pre-finished siding or soffit are allowed.
- 1.6. All free-standing or engaged columns are to be masonry clad or be of finish quality cedar, redwood or select finish wood, stained, or painted, or cast and cut stone columns with base and cap.
- 1.7. All wood shall be finished in a material, paint, or stain, which is complimentary to brick or stone.
- 1.8. All painted surfaces shall be maintained with no peeling or flaking of paint allowed.

- 1.9. All chimneys shall be clad in masonry to accentuate chimney, unless pre-approved in writing from the Architectural Committee. Any galvanized flashing, except drippage at root, must be paintable or paint grip.
- 1.10. Concrete, or concrete masonry units are not to be exposed without integral rustication or finish and only if the materials are pre-approved.

2. Windows & Doors:

- 2.1. No jalousie windows are allowed on front or sides of dwelling front.
- 2.2. Large undivided "picture windows" will be considered, if complimentary to design.
- 2.3. All entry doors shall directly face street and have:
 - 2.3.1. Raised panels, or
 - 2.3.2. Side lites or transoms are encouraged or additional finish or complimentary features.
- 2.4. No flat slab doors will be visible from street.
- 2.5. Entry doors shall be of wood or metal construction complimentary to design, with decorative vision panels encouraged.
- 2.6. No aluminum storm front will be utilized without prior approval of Architectural Committee.
- 2.7. No skylights on front portion of house facing street without prior approval of Architectural Committee.

3. Roofs:

- 3.1. Architectural grade, laminated, composition shingles (wood sculptured appearance or slate) are to be utilized, (asphalt type) (no 3-tab shingles are allowed).
- 3.2. Slate is acceptable.
- 3.3. Metal roofs will not be considered without prior written approval of Architectural Committee.
- 3.4. All houses will have metal gutters and down spouts and be in a color complimentary to wall materials on exterior.

4. Garages & Driveways:

- 4.1. All concrete driveways must be a minimum 4" in thickness with concrete approach and headwalls.
- 4.2. Control or expansion joints shall be uniform and neat and laid into even increments not exceed recommendations for proper design.

5. Miscellaneous:

- 5.1. No exposed stairways to serve interior or exterior components of structure without pre-approval of Architectural Committee.
- 5.2. No exposed mechanical, duct work or equipment at exterior except as required for typical exterior condensing unit or generation unit.
- 5.3. Electrical service shall not be located at front of house.
- 5.4. Any solar energy system shall not be visible from the front elevation unless approved by Architectural Committee.
- 5.5. Exterior electrical lighting shall be utilized to accentuate front of dwelling and must have prior approval from Architectural Committee.
- 5.6. No salvaged components will be visible without pre-approval or except when it is agreed that such a component is unique and adds to exterior of the home as a whole.
- 5.7. No structural steel is visible at front of dwelling.
- 5.8. No mill aluminum finish is allowed.
- 5.9. Any post and beam construction must be wood, with no exposed steel members. Post and beam construction exposed to street must have pre-approval.
- 5.10. Retaining walls must be of rock, stackable, segmented concrete block with textured face, concrete, or brick. Any exposed concrete retaining walls must have acceptable finish – smooth concrete is acceptable.
- 5.11. Grade of soil must support vegetation; no exposed soil areas of erosion will be allowed. Any grade steeper than 4 parts horizontal 1 part vertical which does not support vegetation must be concealed by a retaining wall.
- 5.12. Outbuildings such as cabanas and tool sheds must correspond in style, architecture, and roof materials to principal residence.

For Further Information:

Please contact the Association's Developer, **Kelly Parker, PE, Committee Chair** and Developer, at P.O. Box 22921, Oklahoma City, OK 73123, should you need further information or assistance.

Village Verde Architectural Review Board
Architectural Control Improvement Application Form

Name of Owner(s): _____

Address: _____

Mailing Address (if different): _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

Nature of Improvement (Check All That Apply):

- Antenna
 - Arbor, Pergola, or Gazebo
 - Driveway
 - Exterior Colors
 - Fence/Retaining wall
 - Pool/Spa
 - Parking
 - Pool House
 - Storage Shed
 - Other
- _____

Submitted Materials

- Survey
- Site Plans
- Specification/Description
- Photos
- Name of Contractor
- Building Permit
- Drawings
- Material Samples

Expected Startup Date: _____

Expected Completion Date: _____

For Architectural Committee Use Only

Received by: _____ Date: _____

Returned to: _____ Date: _____

Approved by: _____ Disapproved by: _____

Date: _____

Approved by: _____ Disapproved by: _____

Date: _____

Approved by: _____ Disapproved by: _____

Date: _____

Reason Disapproved

Schedule 11 – Satellite Dish/Antenna Request

VILLAGE VERDE ASSOCIATION
DISH/ANTENNA INSTALLATION REQUEST FORM

Please submit home improvement request including required plans, drawings, and submittals to:

Village Verde Association
Attention: Architectural Committee
P.O. BOX 22921
Oklahoma City, OK 73123

Name: _____

Date of Application Submitted: _____

Address: _____

Phone: (h) _____; (w) _____

Description of dish/antenna including type, size, mfg.: _____

Name, address, and telephone of Installer: _____

Proposed Start Date: _____ Completion Date: _____

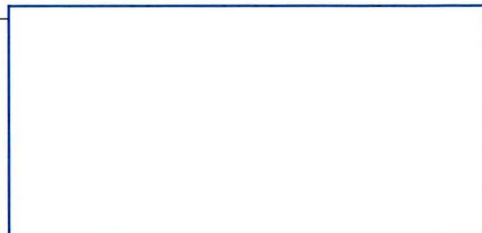
PLEASE CIRCLE SITE CHOICE FROM THE FOLLOWING LIST. (#1 being the most preferred, #6 the least preferred)

1. Inside structure of home (antenna only)
2. Back or side yard below the fence line
3. Back or side on house in least visible location
4. Side yard in front of fence with screening integrated into landscaping
5. Front yard with screening integrated into landscaping
6. Back rooftop

If our choice is #3 thru #6, explain why any of the more preferred locations will not work for your installation:

Please draw a diagram and indicate:

Schedule 11 – Dish/Antenna Installation Request



Schedule 12 – Notice of Architectural Violation Request

VILLAGE VERDE ASSOCIATION
ARCHITECTURE COMPLIANCE
NOTICE OF VIOLATION

[Date]

Owner's Name
Address
City, State Zip Code

RE: Village Verde Association Architectural Compliance Violation

Dear [Owner]:

During a routine field inspection, the following condition(s) were found to exist within or on your property. We realize that oversights may occur, and some conditions may have gone unnoticed. Please correct these issues within seven days from the date of this notice to avoid further action.

1. **Please replace damaged mailbox with a mailbox substantially similar to the prior structure. See, Declaration, Section [].**
2. **[Other violations].**

Please have the corrections made within seven days. If you have questions, please contact me at 405-_____.

Sincerely,
For the Village Verde Association

BOARD MEMBER

NOTICE: IT IS NECESSARY FOR YOU TO COMPLETE THE SECTION BELOW AND RETURN THIS FORM TO THE ASSOCIATION AT: P.O. BOX 22921, OKLAHOMA CITY, OK 73123 WITHIN 7 DAYS FROM THE DATE OF THIS NOTICE.

I declare the above violation(s) has been corrected or will be corrected by _____[Date].

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ PHONE: _____

HOUSE ADDRESS: _____

Schedule 13 – Transition Committee Letter to Owners

**VILLAGE VERDE ASSOCIATION
TRANSITION LETTER TO OWNERS**

[Date]

Owner's Name
Address
City, State Zip Code

RE: Village Verde Association Transition of Association from Developer to Owners

Dear [Owner]:

The Developer to the Village Verde Association has determined that the time has come to transfer operation of the Association to the resident Owners. The Association board of Directors has formed a Transition Committee comprised of Owners. The Owners serving on the committee are [INSERT OWNER NAMES HERE].

To facilitate the transfer of Common Areas, corporate books and records, and other items, the committee will be working over the next 30 days with the Developer. At the end of the 30 days, the Developer and Owners will conduct a meeting where Owners can ask questions, voice concerns, and most important, meet their neighbors.

The meeting has been scheduled for [INSERT DAY, DATE, TIME, LOCATION OF MEETING]. You will receive a separate Notice of the meeting and an agenda. See you at the meeting!

Sincerely,

Village Verde Association

Schedule 14 – Transition Committee Notice of Meeting

**VILLAGE VERDE ASSOCIATION
TRANSITION COMMITTEE NOTICE OF MEETING**

Please notice the Village Verde Association and Developer will conduct a transition meeting at [INSERT LOCATION] on [INSERT DAY, DATE, TIME, OF MEETING]. The focus of the meeting will be the transition of Developer control over Association assets and operation of the Association to the resident Owners.

Should you take interest in operating the Association, have experience living in an Addition with an association, or have served on an association board in the past, your attendance is most welcome.

If you have questions before the meeting, you may call [INSERT CONTACT NAME AND PHONE NUMBER].

Schedule 15 – Transition Committee Agenda

VILLAGE VERDE ASSOCIATION TRANSITION COMMITTEE AGENDA

[Date]

Village Verde Association Committee Meeting Agenda

1. Call to Order
2. Roll call and recognition of guests
3. General discussion of Association goals and purpose
4. General discussion of document collection from the Developer
 - a. Collection of the most recent file-stamped copy of the Declaration and Bylaws, including all filed amendments.
 - b. Collection of Association corporate organization documents
 - c. Collection of any litigation files
 - d. Collection of Association financial records
 - e. Collection of reserve study
 - f. Collection of contracts and other documents
5. General discussion of required transfers
6. General discussion of architectural waivers under Developer
 - a. Roofing materials
 - b. Outbuildings and other miscellaneous structures
7. General discussion of Association budget
 - a. Expenditures under the Developer
 - b. Dues assessment
 - i. Owners
 - ii. Developer
 - c. Collection
 - i. Policy
 - ii. Developer credits
8. General discussion of Developer retained development rights
 - a. Annexation/addition
 - b. Veto/super voting percentage
 - c. Use of the Common Areas for marketing purposes
9. General discussion of Developer transferred development rights
 - a. Dues exemptions
 - b. Use of Common Areas
 - c. Location of sales offices
10. General discussion of Association financial accounts
 - a. General operating account
 - b. Savings account
 - c. Reserve account
11. Open forum
12. Adjournment

Schedule 16 – Transition Committee Request for Transition
VILLAGE VERDE ASSOCIATION
TRANSITION COMMITTEE REQUEST FOR TRANSITION

[Date]

Developer
Address
City, State Zip-Code

RE: Request for meeting for transfer of Association to Owners Request for documents

Dear Developer:

Based on the records in the county clerk's office, it seems a minimum 90% of the Lots within the Village Verde are owned by non-builder Owners. Based on the opening of the Common Areas, it also seems the Common Area capital improvements are completed.

The Owners request the Developer to schedule a meeting at which time the neighbors may thank you for creating such a fine development and conduct the transfers to complete Owner management of the Association and Association ownership of the Common Areas.

To save time, effort, and expense please provide before such meeting these documents: corporate organizational records of the Association, all financial documents pertaining to the Association, copies of all contracts, copies of maintenance manuals for any improvements on Common Areas, bank statements for Association accounts, and a Declaration, Bylaws, and all amendments for the Addition.

Thank you for your assistance in making the transfer to Owner administration go smoothly. Thank you again for creating such a fine development.

Sincerely,

Ad Hoc Transition Committee

Schedule 17 – Written Complaint of Declaration/Bylaw Violation

VILLAGE VERDE ASSOCIATION
WRITTEN COMPLAINT OF DECLARATION/BYLAWS VIOLATION

Please mail this form to:

Village Verde Association
Attention: Architectural Committee
P.O. BOX 22921
Oklahoma City, OK 73123

The Declaration and its Governing Documents of Village Verde Association provides it for the duty of every Owner to maintain Owner's property and its improvements. In the event an Owner fails to maintain, repair, rehabilitate, or restore the exterior of any improvement and the grounds surrounding it or any party wall or boundary fence, and such failure results in the endangering of health, welfare or property of other Owners, or adversely affects the aesthetic appeal of adjacent neighbors, such adjacent neighbors may lodge a complaint with the Association. *[Note: The Association has no affirmative duty to address and resolve this complaint as to other Owners—it is incumbent ultimately on each Owner to address and resolve with another Owner under the Declaration and its Governing Documents. The Association has the right, but not duty to act; the Association generally and merely as a facilitator in these situations.]*

I/we hereby submit to the Board our written complaint. **Please print legibly or type in the spaces provided. If you need more space, attach a separate sheet and indicate so in the space provided.**

1. My name: _____

2. My address: _____

3. My telephone: _____

4. The offending Lot address: _____

5. The Owner of such Lot: _____

6. I claim that the Owner of each Lot has failed to:

_____ Maintain _____ Repair _____ Rehabilitate _____ Restore

7. Specifically, the Owner has failed to: _____

8. The Lot Owner's failure has resulted in the endangerment of:

_____ Health _____ Welfare _____ Property _____ Aesthetic appeal

9. Specifically, the endangerment to me or my Lot is: _____

Dated: _____ Lot Owner Signature: _____

****** Below for Office Use Only ******

Date complaint received by the Board: _____

Justification for Complaint? _____ Yes _____ No. How determined? _____

Written Notice to Owner: _____
(Attach copy)

Remedial action over \$500? _____

Other action: _____

Schedule 18 – Association Collection Practices Policy

VILLAGE VERDE ASSOCIATION COLLECTION POLICY

WHEREAS, The Declaration and its Governing Documents of Village Verde Association grants power to the Board of Directors to conduct Association business and grants the authority to levy a variety of assessments against Owners. The Association's economic well-being relies on the timely payment of assessments and other allowable charges. It is the Board's duty and obligations to use its best efforts to collect funds owned to the Association;

IT IS THEREFORE RESOLVED THAT these collection procedures shall be followed:

1. **AMOUNTS PAYABLE TO THE ASSOCIATION** include, but are not limited to, regular assessments, special assessments, rules enforcement fees, repairs to the common areas that are an owner's responsibility, Association remedial efforts and charges to address, resolve, and cure Owner violations under the Declaration and Governing Documents, legal fees and other costs and charges associated with collection of funds on behalf of the Association.
2. **PAYMENT SCHEDULE.** The regular assessment is due and payable in advance on the 1st of January. Fees not received or postmarked by the 10th of the month will be considered past due and delinquent.
3. **LATE FEES, NON-SUFFICIENT CHARGES, RETURNED CHECK CHARGES AND INTEREST CHARGES.**
 - a. A late fee of \$20.00 shall be charged monthly on all delinquent balances.
 - b. A \$35.00 NSF (Non-Sufficient Funds) charge will apply to any returned check or electronic transfer cancelled NSF.
 - c. Any balance older than 30 days will incur an interest charge of 1% per month until paid.
4. **ORDER OF CREDITING PAYMENTS.** Payments received shall be first applied to assessments owed, then to late charges, interest, or collection expenses.
5. **PROCESS FOR DELINQUENCY NOTIFICATION.** For all balances exceeding the then current monthly maintenance fee that are thirty (30) past due, the following notification process applies:
 - a. **FIRST NOTICE.** First Notice of past Due Charges including detail of assessments, late fees, NSF charges, interest and other charges that apply will be sent by First Class Mail to an owner whose balance is thirty (30) days past due.
 - b. **SECOND NOTICE.** Second Notice of past Due Charges including detail of assessments, late fees, NSF charges, interest and other charges that apply will be

sent by First Class Mail to an owner whose balance is sixty (60) days past due.

- c. 10-DAY DEMAND. 10 Day Demand for Payment including detail of assessments, late fees, NSF charges and interest charges that apply will be sent by First Class Mail to an owner whose balance is seventy-five (75) days past due. This Notice will recite intent to turn the matter over to an attorney for collection enforcement if balance is not paid within 15 days. Attorney actions include but not limited to filing a lien against the owner's property, a personal judgment against the owner, and property foreclosure.
6. LEGAL SERVICES AND COSTS. If a delinquent account is referred to an attorney for collection, the owner shall be charged the Association's reasonable attorney's fees and related costs.
 7. OTHER CHARGES. The Association may charge the Owner for:
 - a. Fees charged by the Association and Property Manager to collect funds payable to the Association,
 - b. Legal Fees and Costs relating to Owner bankruptcy,
 - c. Legal Fees and Costs relating to foreclosure action or deed in lieu of foreclosure,
 - d. Legal Fees and Costs and processing charges and filing fees relating to notification, filing, and satisfying liens,
 - e. Enforcement of the Declaration and its Governing Documents.
 - f. Legal Fees and Costs relating to mediation, arbitration, dispute resolution, and litigation.
 - g. Repairs and remediation to the Association's common areas that result from the acts of owners, their tenants, or guests.

h. Processing, Fees, Penalties, Fines, and Other Charges Schedule:

Declaration and Governing Documents Violation	\$50.00
Delinquent Letter – 30 Day	\$20.00
Delinquent Letter – 60 Day	\$20.00
Final Notice of Lien Letter – 75 Day	\$25.00
HOA Certificate and/or Letters	\$40.00
Certificate of Incorporation	\$25.00
Bylaws	\$45.00
Declaration, CC&R, and Bylaws	\$100.00
Certificate of Insurance	\$20.00
Other Governing Documents	\$50.00
Late Charge (Assessment Dues)	\$10.00
Lien Fee	\$100.00
Lien (release)	\$100.00
Parking Violations (illegal parking)	\$50.00
Rental Property Registration Annual Fee	\$50.00
Rental Property Penalties (failure to register on time), \$1/day if yearly fee not paid, with a 30-day grace before per diem penalty	\$125.00
Transfer Ownership Fee	\$50
Unapproved Architectural Project (fined monthly until corrected)	\$100.00

Schedule 19 – Initial Dues Payment Request Form

**VILLAGE VERDE ASSOCIATION
INITIAL DUES PAYMENT REQUEST FORM**

January 31, 202__

Owner's Name
Address
City, State Zip Code

RE: Village Verde Association 20__ Association dues payment

Dear [Owner]:

This letter is to provide you with a reminder that the dues for the Association are paid on an annual basis in the amount of ENTER AMOUNT (\$____.____) dollars. The Association invoiced the association members during the month of November last year, with remittance being due January 1st.

You are receiving this letter because the Association has not yet received your payment of the 20__ dues. There is now \$20 in delinquent letter fees and \$20 in late fees due in addition to the 20__ dues amount plus 1% interest of the dues. If you have misplaced your invoice, please consider this letter as your 20__ dues notice and remit payment to the Association within fifteen days of the above date.

Thank you for helping your neighbors make this Association great! If you have any questions, please do not hesitate to contact me at info@villageverdeokc.com.

Sincerely,

Treasurer of the Association

Schedule 20 – Second Dues Payment Request Form

**VILLAGE VERDE ASSOCIATION
SECOND DUES PAYMENT REQUEST FORM**

March 1, 202__

Owner's Name
Address
City, State Zip Code

RE: Village Verde Association 20__ Association dues payment

Dear [Owner]:

This letter is to provide you with a second request for the dues for the Association that are paid on an annual basis in the amount of ENTER AMOUNT (\$____.____) dollars. The Association invoiced the association members during the month of November last year, with remittance being due January 1st. You received a First Dues Payment Request Form dated January 31, 2022.

You are receiving this letter because the Association has not yet received your payment of the 20__ dues. There is now \$40 in delinquent letter fees, \$40 in late fees, and [ENTER AMOUNT] in interest due in addition to the 20__ dues amount. If you have misplaced your invoice, please consider this letter as your 20__ dues notice and remit payment to the Association within fifteen days of the above date.

Thank you for helping your neighbors make this Association great! If you have any questions, please do not hesitate to contact me at info@villageverdeokc.com.

Sincerely,

Treasurer of the Association

Schedule 21 – Final Notice of Lien Form

**VILLAGE VERDE ASSOCIATION
FINAL NOTICE OF LIEN FORM**

March 16, 202__

Owner's Name
Address
City, State Zip Code

RE: Village Verde Association 20__ Association dues payment

Dear [Owner]:

It has been some time since you were first invoiced for your 20__ dues. In the interest of fairness, the Association recently sent you a friendly reminder of your dues obligation. To this date, however, you have neither remitted your dues nor contacted the Association to seek other payment arrangements.

This letter will be the final request for you to pay your 20__ dues before the Association turns your account over to the Association's legal counsel for collection enforcement if the balance is not paid within 15 days. Collection enforcement actions may include, but are not limited to, filing a lien against the owner's property, receiving a personal judgment against the owner, and/or foreclosing on the property.

There is now \$65 in delinquent letter fees, \$60 in late fees, and _____ in interest due in addition to the 20__ dues amount.

As the Declaration and Bylaws provide, you could be responsible for the collection costs, including attorney's fees, should your non-payment of dues force us to seek collection. If there is a reason you cannot remit your dues at the present time, you need to contact the Association and make payment arrangement – which the Association will be more than happy to arrange.

The Association will wait ten days from the date of this letter to hear from you. Please contact me at info@villageverdeokc.com if you have any questions.

Sincerely,

Treasurer of the Association