

Doc# R 2005 59133  
 Bk&Pg.RB 4111 1088-1127  
 Filed 12-22-2005 SLJ  
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 Cleveland County, OK

**OWNER'S CERTIFICATE  
 DEDICATION AND RESERVATIONS**

**KNOW ALL MEN BY THESE PRESENTS:**

*\*1320 N Porter Norman, OK 73071*

**Vero Investments, LLC, Norman, Oklahoma**, here certifies that they are the owners of and the only persons, firm or corporation having any rights, title or interest in and to the following described real estate and premises situated in Cleveland County, Oklahoma, to-wit

Heatherwood Addition Section 3 to Moore, Oklahoma, a part of the North Half (N/2), of the Northwest Quarter (NW/4), Section 19, Township 10 North (T10N), Range 2 West (R2W), of the Indian Meridian (1 M ), Moore, Cleveland County, Oklahoma, according to the recorded plat thereof

Said individuals further certify that they have caused said part of said quarter section, designated as aforesaid, to be surveyed into lots, blocks and streets and caused a plat to be made of said tract, showing accurate dimensions of lots, setback lines, rights-of-way, widths of streets and reserves for utilities. Said individuals hereby designate said tract of land so platted as Heatherwood Addition Section 3 to Moore, Oklahoma, and hereby dedicate to public uses all the streets, avenues and easements within the subdivision and reserves for utility installation within the subdivision as shown on the recorded plat. All lands so dedicated to public use are free and clear of encumbrances.

**PROTECTIVE COVENANTS**

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

1 All lots within said Addition are hereby designated as single-family residential building plots. No structure shall be erected, altered, placed or permitted to remain on any such residential building plot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three or less than two automobiles, and other outbuildings incidental to residential use of the plot.

2 No structure, whether residence, accessory building, tennis court, swimming pool, antenna (on a structure or on a lot), flag poles, fences, walls, treehouses, platforms, exterior lighting, or other improvements, shall be constructed or maintained upon any lot, and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed unless complete plans, specifications, and lot plans therefore, showing the exterior design, height, building material and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing, walls and windbreaks, and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of such plans, specifications, and lot plans as finally approved deposited with the Architectural Control Committee. The Architectural Control Committee shall be composed of three or more representatives appointed by the Board of Directors of the Association. The initial members of which shall be Richard McKown, Vernon McKown and Todd Booze. The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations with the Property conform to and harmonize with existing surroundings and structures. The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control

Committee fails to take any action within the thirty (30) days after requests have been submitted, approval will not be required, and the same shall be deemed to have been fully complied with. A majority vote of the Architectural Control Committee is required for approval or disapproval of proposed improvements. The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions it may have taken.

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

4 No building shall be located on any lot nearer to the front lot line nor nearer to the side street line than the minimum building setback lines shown on the recorded plat. For the purpose of this covenant, eaves, steps and open porches shall not be constructed to permit any portion of a building on a lot to encroach upon another lot.

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

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

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

8 Only house numbers, which are furnished by the Declarant, shall be used and maintained on the property. Further, all mailboxes used must be approved by the Architectural Control Committee.

9 The minimum square foot area requirements for structures in Heatherwood Addition Section 3 shall be One Thousand Two Hundred Square Feet This minimum figure is for living space and is exclusive of garages, covered porches and breezeways

10 Fencing all fencing shall be 6-foot wood, dog-eared privacy fencing constructed with the smooth side facing outward to the common areas and public streets No fence shall be installed on the front portion of any lot between the front lot line and the front building set back line

- A On the following corner lots (Lots 1 and 4, Block 1, and Lot 11, Block 4) the side lot fence shall be 21 feet from the back of the curb
- B Fences may not be painted but may be stained a light cedar color with prior approval of the Architectural Control Committee
- C Any deviations to these fencing requirements must be approved by the Architectural Control Committee

11 Garage conversions are prohibited Garages may not be structurally altered as an extra room addition or for the propose of any residential or commercial use

12 The owner of each lot shall keep the lot, and the buildings and other improvements thereon, in good order and repair, and free of debris Lawns shall be seeded or sodded and mowed, shrubbery trimmed and painted exterior surfaces repainted all in a manner and with such frequency as is consistent with good property management

13 In the event the owner of any lot fails to maintain the lot and the buildings and other improvements thereon as provided herein, the Association, after ten (10) days written notice to the owner and with the approval of the Board of Directors, shall have the right to enter upon the lot to perform such work as is reasonably required to restore the lot and the buildings and other improvements thereon to a condition of good order and repair All costs incurred by the Association in connection with restoration shall be reimbursed to the Association by the owner of the lot, upon demand All unreimbursed costs shall be a lien upon the lot until reimbursement is made The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with the terms of a Property Owners Association governing this addition

14 No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for a commercial purpose

15 No outbuilding shall be permitted in any easement reserved for utilities

16 No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than six square foot or one sign or signs used by a builder to advertise the property during the construction and sale period

17 All roofs shall be completed using shingles with a minimum weight of 220 pound per square and shall be "weathered-wood" (gray in color) or the equivalent. The roofs must have a minimum slope of 6 to 12 All other roofs must be approved by the Committee in writing

18 The principal exterior of any residential structure shall be at least fifty percent (50%) masonry and the other fifty percent (50%) balance of the exterior may be of frame, wood, shingles or other material, which will blend together with the masonry It is the intention of this restriction to allow panels of other materials other than masonry to be used, but in no event shall a continuing wall consisting of thirty-five percent (35%) of the exterior of the residence be built of any material other than masonry This restriction is intended to restrict a substantial portion of the principal exterior or residences to masonry

construction, but it is modified to allow the use of other materials to blend with the masonry to eliminate repetition of design. Any deviation from the above must be approved in advance, by the Committee.

19 No pre-manufactured and/or pre-formed rock, otherwise known as imitation rock, shall be permitted on the exterior of any residential structure in this subdivision.

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

21 No truck, boat, bus, camper, trailer, recreational or commercial vehicle of any kind or any motor vehicle other than a standard passenger car, standard passenger pick-up, van or SUV shall be parked or permitted to remain on the driveway of, or in the front yard of, or street adjacent to, any residential plot in the subdivision, except for such period of time as may be absolutely necessary in order to pick up or deliver materials or to do work or make repairs on the property. It is the intent of this requirement that the owners and occupants of residential buildings in the subdivision shall not use the property upon which they reside or street adjacent thereto, for the storage or habitual parking of any such prohibited motor vehicle, other than the said standard passenger car, passenger pick-up, van or SUV. Said prohibited vehicles may be kept on a lot provided they are totally concealed. Under no conditions may such a prohibited vehicle be occupied, temporarily or permanently, as a residence.

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

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

24 No television, radio or other antenna shall be placed on any lot or improvement to a height exceeding five (5) feet above the highest point of any residence. In addition, no antenna of any kind, including satellite antennas or dishes shall be installed on any lot in the front yard, or side lot forward of the front fence line.

25 Any window type air conditioner installed shall be kept from view of the street.

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

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

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

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

**30. Leasing Restricted** Within the Addition, Units may be leased, provided the total percentage of leased Units within the Addition shall not exceed ten percent (10%) of the total number of Units within the Addition Upon the occurrence of a decrease below 10% of Owner Occupied Units within the Addition, Units will be permitted to be leased on a first bona fide request, first permitted basis, until the number of units which are leased reaches 10%, at which time no further Units shall be leased until the number of leased Units drops below 10%

A Except for the Declarant, if a single entity (the same individual, investor group, partnership, or corporation) owns more than 5% of the total Units, no Unit in excess of 5% of the total Units within the Addition which it (a) owns and occupies as their residence and (b) leases, may be leased

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

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

### **31 Professional Management Restrictions**

#### **A. Definitions.**

1 "Professional Manager" shall mean a person or entity that Professionally Manages residential real estate within the United States and has the following qualifications

ii If an individual, is a licensed real estate broker within the State of Oklahoma, and has been so licensed for a period of no less than three (3) years from the date such person seeks to manage a Leased Lot/Unit within the Addition,

iii If an entity, the controlling interest in such entity is owned by at least one person who is a licensed real estate broker within the State of Oklahoma, and has been so licensed for a period of no less than three (3) years from the date such entity seeks to manage a Leased Lot/Unit within the Addition,

iv Currently and continually professionally manages no less than five residential real estate properties within the State of Oklahoma,

v Has Professionally managed residential real estate no less than three (3) years prior to the date the Professional Manager seeks to manage a Leased Unit

vi "Professionally Manage" shall mean the administration, oversight, management or control of residential real estate by a Professional Manager

### 31 Leased Unit Restrictions and Requirements

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

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

i Name, business address, telephone and facsimile numbers, and email address for the individual Professional Manager,

ii Professional Manager entity name, state of organizations, and date formed, business address, telephone and facsimile numbers, and email address for the entity Professional Manager,

iii Date began property management of residential real estate,

iv Maximum/minimum number of leased residential properties managed within the past 12 months,

v Five representative property address references and contacts,

vi Photocopies of all residential real estate licenses held by the owners, employees, and agents of Manager, including license issuing agency, date license was obtained, and a certification by the license holder that such license is current and in effect as of the date such license holder seeks to become qualified as a Professional Manager,

vii Demonstrate compliance with all licensing, ordinances, and code for any structure located on the Leased Unit,

viii Demonstrate adequate insurance coverage, including but not limited to 1) liability and casualty on each structure located on the Leased Unit, and 2) worker's compensation on the Professional Manager

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

**D. Community-Wide Standard** Each Professional Manager and Leased Unit Owner shall acknowledge the existence of the Community Wide Standard within the Addition and shall expressly agree that the Leased Unit shall be maintained within such standard, each personally agreeing to bear any expense incurred by the Declarant and Association in bringing the Leased Unit into compliance with the Governing Documents and Community Wide Standard

**E. No Joint Venture or Partnership** The Owner of any Leased Unit and Professional Manager shall not be considered any partner, employee, agent or joint venturer with the Declarant or Association and no term within this Amendment shall create any implication or presumption of such relationship No Owner of a Leased Unit or Professional Manager shall hold themselves or any other out to be any partner, employee, agent or joint venturer with the Declarant or Association

**F. Leased Unit Sign Restrictions** Each Professional Manager shall comply with any applicable sign restriction contained within the Owner Certificate, Dedication and Reservations to the Addition

32 In addition to specific amendment rights granted elsewhere in this Declaration and without restriction by any term within this Declaration, as long as Declarant owns one lot in Heatherwood Addition Section 3, Declarant may unilaterally amend this Declaration for any purpose Thereafter, Declarant may unilaterally amend this Declaration if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination, (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units, (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporations, to make, purchase, insure or

guarantee mortgage loans on the Units, or (iv) to satisfy the requirements of any local, state or federal governmental agency. Any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent in writing. In addition, so long as Declarant owns one lot in Heatherwood Addition Section 3, it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

33 Except as otherwise specifically provided above and elsewhere here in this Declaration, this Declaration may be amended only by the affirmative vote or written consent of seventy-five percent (75%) of the owners of the lots, and the consent of the Declarant so long as Declarant owns any property subject to this Declaration. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

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

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

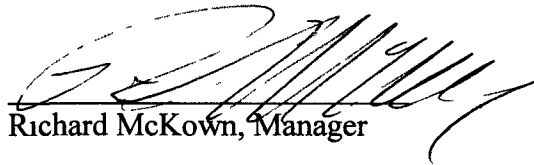
**36. If the undersigned party, or any of its successors or assigns, or any person or persons claiming under them, shall violate any of the covenants herein, it shall be lawful for any other person or entity owning any real property situated in this subdivision to prosecute any proceedings at law or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

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

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

Executed at Norman, Oklahoma, this 5 day of December 2005

VERO INVESTMENTS, LLC

  
Richard McKown, Manager

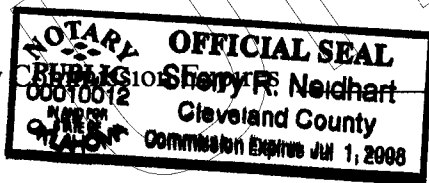
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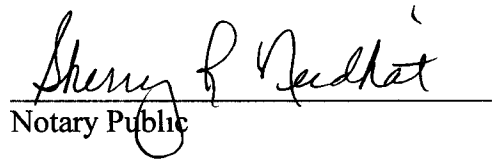
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COUNTY OF CLEVELAND

This instrument was acknowledged before me on 5<sup>th</sup> day of December, 2005, by Richard McKown, as Manager of Vero Investments, LLC

My



  
Notary Public