

OWNERS CERTIFICATE DEDICATION AND RESERVATIONS

KNOWN ALL MEN BY THESE PRESENTS:

That we, RBO, INC, hereby certify that we are the owners of and the only person or persons having any right, title or interest in and to the lands described as follows, to-wit:

RIVENDELL, being a part of Northwest Quarter (NW/4), of Section Eighteen (18), Township Ten (10) North, Range Three (3) West, of Indian Meridian, Cleveland County, Oklahoma, as shown by the recorded plat.

We further certify that we have caused said tract of land to be surveyed into blocks, lots, streets and avenues, and have caused a plat to be made of said tract, showing accurate dimensions of lots, set-back lines, right-of-way widths of streets and easements for utilities. We hereby designate said tract of land as RIVENDELL SECTION FOUR, and hereby dedicate to public use all the streets and avenues within the subdivision, and reserve for installation and maintenance of utilities a strip of land as shown on the recorded plat of this subdivision. All lands so dedicated to public use are free and clear of all encumbrance.

PROTECTIVE COVENANTS

For the purpose of providing an orderly development of a portion of the above described tract, and for purpose of providing adequate restrictive covenants for the mutual benefit of ourselves of our successors in title to the subdivision of a portion of said tract, we hereby impose the following restrictions to the following described portion of said subdivision, to-wit:

Lots Five (5) to Ten (10), Inclusive, in Block Two (2), Lots Five (5) to Twelve (12), Inclusive, in Block Three (3), Lots Two (2) to Nine (9), Inclusive, in Block Nine (9), Lots Three (3) to Eighteen (18), Inclusive, in Block Fifteen (15), Lots One (1) to Fourteen (14), Inclusive, in Block Sixteen (16), RIVENDELL SECTION FOUR, being a part of the Northwest Quarter (NW/4) of Section Eighteen (18), Township Ten (10) North, Range Three (3) West, of the Indian Meridian, Cleveland County, Oklahoma.

Lot Nineteen (19), Inclusive, in Block Fifteen (15) is a Common Area lot.

These protective covenants shall apply only to the lots described in this paragraph, and the terms lots as hereinafter used shall be applicable only to the lots described in this paragraph and the term subdivision shall apply only to the area included in the description as set forth in this paragraph. The term lot or lots shall not apply to other lot or lots shown in the recorded plat and the

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term subdivision shall not include any of the area not included in the description contained in this paragraph.

1. USE All lots within the subdivision shall be known and designated as residential buildings plots. A residential building plot shall be any one single lot or a lot plus a portion of another lot or lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not less than two automobiles and other out-buildings incidental to residential use of the plot.

2. ARCHITECTURE COMMITTEE No building, out-building or other structure shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, design and plot plans, showing the location, type of construction, external design and exterior materials of such building, have been approved by a Committee composed of Paul B. Odom III, Paul B. Odom Jr. and Elizabeth L. Odom, or by a representative designated by a majority of the members of said Committee. In the event of the death or resignation of any member of said committee, the remaining number of members, shall have full authority and designate a successor. In the event said committee, or its designated representative fails to approve or disapprove within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee, or its designated representative shall be entitled to any compensation for service performed pursuant to this covenant. The powers and duties of such committee, and its designated representatives, shall cease on or after January 1, 2012. Thereafter the approval described in the covenant shall not be required unless prior to said date, and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives who shall hereafter exercise the same powers previously exercised by said committee for a period specified therein.

3. SET BACKS No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. In any event no building shall be located on any lot nearer than twenty (20) feet to front lot line or nearer than fifteen (15) feet to any side street line. The minimum side yard shall be no nearer than five (5) feet to a side lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot or building site

to encroach upon another lot or building site.

4. MINIMUM DWELLING SIZE On Lots 5 to 10, inclusive, Block 2, Lots 5 to 12, inclusive, Block 3 and Lots 11 to 18, inclusive, Block 15, of Rivendell Section Four, the ground floor area of a single-family main structure, exclusive of one story open porches and garage, shall not be less than 2600 square feet for a one story dwelling, nor less than 1650 square feet for a dwelling of more than one story. In any case no dwelling shall be erected upon any said lots having less than 2600 square feet.

On all other lots the ground floor area of a single-family main structure, exclusive of one story open porches and garage, shall not be less than 2200 square feet for a one-story dwelling, nor less than 1650 square feet for a dwelling of more than one story. In any case no dwelling shall be erected upon any of said lots having less than 2200 square feet.

5. MINIMUM PLOT SIZE No single-family dwelling shall be erected or placed on any building plot which has an area of less than 8,000 square feet; nor shall any dwelling be erected or placed on any residential building lot having a width of less than 75.0 feet at the front minimum building set-back line.

6. ROOFS Roofs are to be wood shingles, shakes, clay, tile or stone. All wood shingles and shakes must bear a Red Cedar Shingle and Handsplit Shake Bureau official grade marked label and be installed to conform with the requirements of said label. Any other roofing materials to be used shall be subject to the approval, in advance, of the Architecture Committee.

7. ROOF PITCH All homes shall have a seven (7) pitch roof unless Architecture Committee waives this requirement.

8. EXTERIOR WALL FINISH No main residential building shall ever be placed, erected or constructed on any lot or building site in this addition unless at least eighty-five percent (85%) of the exterior walls thereof be of brick, or stone veneer, provided, however, that all windows or doors located in said exterior walls and where the structure is of split-level or two-story, that portion extended above the first ground floor level shall be excluded in the determination of the area of one hundred percent (100%) of said exterior walls and further provided that where a gable-type roof is constructed and a part of the exterior wall is extended above interior room ceiling line due to the construction of such gable-type roof, then that portion of such wall extending above the interior room ceiling may be constructed of wood material and also likewise excluded from the square foot area in determination of what constitutes one hundred percent (100%) of the exterior walls of said main

residential building.

9. STEM WALL All houses must be constructed with dug footing foundations that permit brick to come all the way to the ground on all sides of the house without exposing the stem wall in any area.

10. WATER OBSTRUCTION No structure of any kind which would impede or obstruct the natural flow of water shall be placed within the banks or bed of any creek or stream of water within the addition or below the 100 year flood line. No trash, grass clippings or debris shall be dumped or placed within the banks of any such creek or stream of water or upon any vacant lot within the addition. The owner of each lot shall be responsible for the proper maintenance of the banks and bed of the portion of any creek or stream of water that is located within the boundaries of the lot. Each lot owner shall keep the creek or stream channel within the lot clear of obstructions.

11. ANTENNA LIMITS No tall antennas of any type can be placed upon any portion of any lot in this subdivision that exceeds six (6) feet in height above the ground level. No satellite disks can be installed between the front lot line and the front or side building set-back line, and all satellite disks must be concealed by a sight-proof fence or shrubbery. In addition, the above are not allowed in the front yard or on a corner lot, in the front and side yard.

12. SIGNS No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale, or rent, or signs of not more than ten (10) square feet used by a builder to advertise the property during the construction and sales period.

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

14. FIREPLACES No house shall be constructed without at least one (1) woodburning fireplace. All fireplaces and outside chimney chases to have an approved one hundred percent (100%) masonry veneer exterior.

15. FENCES No fences shall be installed on the front portion of lot in this subdivision between the front lot line and the front building set-back line, except on a corner lot where fence can come within fifteen (15) feet of property line on side yard. Fences shall be constructed of wood plank, stockade or similar wood materials or stone or brick.

16. NON-RESIDENTIAL USE No church, business, trade, home

occupation, or other activity shall be carried on upon any residential lot. No noxious or offensive activity shall be carried on upon any lot, nor shall any thing be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

17. OUT-BUILDINGS No trailer, basement, tent, shack, garage, servants' quarters or other out-buildings, located on any building site in this subdivision, shall at any time be used as a main residence, temporary or permanent, nor shall any structure of a temporary nature or character be used as main residence.

18. BOATS, TRAILERS Boats, trailers, motorhomes, or other recreational vehicles may not be parked, kept, or maintained on any street in said addition but may be kept on the premises provided they are concealed within the residence garage or located behind the Front or Side Building Limit Lines and concealed behind an approved and adequate sight-proof fence. In addition, the above are not allowed in the front yard or on a corner lot, in the front or side yard. Automobiles and pickup trucks may be parked in driveway. Commercial vehicles, except for pickup trucks, are prohibited.

19. TEMPORARY STRUCTURES No existing erected building or structure of any sort may be moved onto or placed on any of the above described residential building plots located in this addition, it being the intention of the covenants to definitely prohibit this moving onto or placing of any existing residential structure on any of the lots or blocks in this addition.

20. EASEMENTS Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, 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 easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

21. DETACHED STRUCTURES No detached structures shall be allowed on any Lot which does not correspond in style and architecture to the residence to which it is appurtenant, unless the Architecture Committee otherwise consents in writing. Accessory structure or out-buildings shall not be permitted in the front yard. For the purpose of this restriction, small tool or storage sheds of less than 121 square foot floor area and six (6) foot six (6) inch eaves

height may be maintained within rear yard areas provided such rear yard is enclosed with an approved 6 foot high sight-proof fence.

22. LANDSCAPING All owners must preserve all existing trees as much as possible to every practical extent. All owners must provide at least One (1) tree of at least two and one-fourth (2 1/4) inches caliber measured six (6) inches from ground level, (either existing or to be planted) in the area between the building line and the street right-of-way. Corner Lots must have two (2) trees, one (1) on each street. Trees must be a deciduous, non-flowering, non-evergreen variety. If above trees die, they must be replaced within 30 days by the property owner or the Homeowners Association at its discretion may replant the trees and the cost thereof be paid to Homeowners Association upon demand and until paid such cost shall constitute a lien against the Lot.

23. VACANT LOTS 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 such Lot in presentable condition or the Association may, at its discretion, mow such Lot, trim trees, remove trash or refuse and, if necessary, and regardless of whether annual maintenance assessments have by then commenced, levy an assessment upon such Lot for the cost involved, which shall constitute a lien upon such Lot to the same extent as if provided elsewhere herein with respect to other assessments.

24. ENFORCEMENT Should the owner or tenant of any lot, block or lots or building sites in this addition violate any of the restrictive covenants or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions contained herein after reasonable notice, then in such event, any owner of any block, lot or building site in this addition may institute legal proceedings to enjoin, abate or correct such violation or violations. The owner of the block, lot or lots or building site permitting the violation of such restriction or conditions shall pay all attorneys' fees, court costs and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce and aforesaid restrictions and conditions, said attorneys' fees, court costs and other expenses allowed and assessed by the Court for the aforesaid violation or violations shall become a lien upon the land as of the date legal proceedings were originally instituted, and said lien shall be subject to foreclosure in such action so bought to enforce such restrictions in the manner provided by law.

25. PARTIAL INVALIDATION Invalidation of any one of these covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

## DECLARATION

### RIVENDELL HOMEOWNERS' ASSOCIATION

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots constituting RIVENDELL SECTION FOUR, RBO, Inc. hereby declares that all of the real property in said subdivision, and each part thereof, shall be held, sold and conveyed, subject to the following easements, covenants, conditions and restrictions which shall constitute covenants running with the land and shall be binding on all parties having or acquiring any right, title or interest in said subdivision, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

#### ARTICLE I

##### Definitions

Section 1. "Association" shall mean and refer to Rivendell Homeowners' Association, as originally established by Rivendell Homeowners' Association Declarations recorded in Book 2154, Page 988 to 994, inclusive, Cleveland County, Oklahoma.

Section 2. "Common Area" shall mean the following:

- a) The area lying between the paved portions of S. W. 119th Street and the property lines of the lots abutting S. W. 119th Street, as shown in the Plats of Rivendell Section One and Rivendell Section Four; and
- b) The brick fence which has been installed by the developer on the lot lines of the various lots abutting S. W. 119th Street, as shown in the Plats of Rivendell Section One and Rivendell Section Four; and
- c) All medians between the roads leading into the subdivision.
- d) Any area that may be included in the definition of "common area" in all subdivision plats hereafter filed of record covering any portion of the Northwest Quarter (NW/4) of Section 18, Township 10 North, Range 3 West, Cleveland County, Oklahoma.

Section 3. "Lot" shall mean any plot of land or part thereof shown on the recorded subdivision maps of Rivendell Section One, Rivendell Section Two, Rivendell Section Three, Rivendell Section Four and as shown on all subdivision plats that may hereafter be filed covering any portion of the Northwest Quarter (NW/4) of Section 18, Township 10 North, Range 3 West, Cleveland County, Oklahoma.

Section 4. "Maintenance" shall mean the exercise of reasonable care necessary to keep and to water, mow and/or replace grass, trees and make repairs to the common area.

Section 5. "Member" shall mean every person who owns a lot in the subdivision, except builders.

Section 6. "Owner" shall mean the record owner of the title to any lot in the subdivision, but shall not include those holding title merely as security of an obligation or as a builder.

Section 7. "Subdivision" shall mean the subdivided real property hereinbefore described, in the Plat of Rivendell Section Four and heretofore described in the Plats of Rivendell Section One, Rivendell Section Two, Rivendell Section Three and such other additions covering any portion of the Northwest Quarter (NW/4) of Section 18, Township 10 North, Range 3 West, Cleveland County, Oklahoma, as may be brought within the jurisdiction of the Association by any person that may hereafter file a subdivision plat covering any portion of said NW/4.

Section 8. "Builder" is any person, firm or corporation that acquires title to a lot for the purpose of constructing a house thereon for resale.

Section 9. "Developer" is RBO, Inc. and its successors and assigns.

## ARTICLE II

### Membership and Voting Rights

Section 1. Every owner of a lot shall be a member of the Association and shall be appurtenant to and may not be separated from the ownership of the lot.

Section 2. The Association shall have two (2) classes of voting membership:

- (a) The Class A members shall be all of the owners, except developer and builders, who shall be entitled to one vote for each lot owned. If two or more persons are the joint owners, all such persons shall be members, but only one shall be entitled to vote.
- (b) The Class B members shall be the developer, who shall be entitled to three (3) votes for each lot owned by it and each lot that the developer has conveyed to a builder until such time as the builder conveys the lot to an owner.
- (c) Any builder shall not be a member of the Association.

Section 3. Whenever a member shall cease to own real



property in any subdivision, such member shall automatically be dropped from membership in the Association.

### ARTICLE III

#### Meetings of Members

Section 1. There shall be an annual meeting of the members of the Association at such place as may be designated on the third Tuesday in January of each year, and if a legal holiday, then on the next succeeding business day at 7:00 P.M. for the transaction of such business as may come before the meeting.

Section 2. Special meetings of the members shall be held whenever called by the President or a majority of the Board of Directors or at the request of ten (10) members.

Section 3. Notice of the annual or of a special meeting shall be sent by mail by the Secretary of the Association to the last known address of all members at least ten (10) days prior to the meeting.

Section 4. Each Class A member may cast one vote for each lot owned, either in person or by proxy. Each Class B member may cast three (3) votes for each lot owned, either in person or by proxy.

Section 5. At any meeting of the members, a quorum shall consist of fifty percent (50%) of the total number of votes outstanding as of the date of the meeting, either present in person or by proxy, and a majority in amount of such quorum shall decide any question that may come before the meeting. If the quorum is not present, another meeting may be called within sixty (60) days, pursuant to giving notice of the same, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 6. At the annual meeting the members shall elect one (1) director to serve for a term of three (3) years. If, during the preceding year, a vacancy has occurred in the Board of Directors, the members at the annual meeting shall elect a director to serve for the unexpired term of the vacancy.

### ARTICLE IV

#### Board of Directors

Section 1. The business and affairs of the Association shall be managed by a Board of Directors which shall consist of three (3) members.

Section 2. The Board shall hold an annual meeting on the fourth Tuesday of January of each year. All other meetings may be held at the time and place as designated by the Board.

Section 3. The majority of the Directors shall constitute a quorum for the transaction of business. The acts of a majority of the Directors present at a meeting at which there is a quorum shall be the act of the Board of Directors.

Section 4. Whenever a vacancy in the membership of the Board of Directors shall occur, the remaining members of the Board shall select a member to serve until the next annual meeting of the members.

Section 5: The Board of Directors has authority and it will be its duty:

- (a) to exercise for the Association all powers, duties and authority vested in the Association;
- (b) to adopt rules and regulations governing the use, maintenance and upkeep of the common areas;
- (c) to collect and distribute the annual and special assessments.
- (d) to file liens and lawsuits to enforce the payment of dues and assessments.

## ARTICLE V

### Officers

Section 1. The Board of Directors shall elect, from the Board, officers of the Association which shall consist of a President, Vice-President and Secretary-Treasurer, who shall each serve for one (1) year.

Section 2. At the annual meeting of the Board of Directors, the Board shall elect the officers who shall take office immediately after election.

Section 3. The President shall be the Chief Executive Officer of the Association and shall perform such duties as from time to time may be assigned to him by the Board.

Section 4. In the case of the absence or disability of the President, the duties of that officer shall be performed by the Vice-President. He shall also perform such duties as may be assigned to him by the Board.

Section 5. The Secretary-Treasurer shall keep the minutes of the Board of Directors' meeting and of the annual meeting of the members. The Secretary-Treasurer shall give all notices required by the rules of the Association and shall have custody of all receipts, disbursements and funds of the Association.

Section 6. The President, with the advice and consent of

the Directors, shall appoint such committees as the Board shall deem necessary to perform the obligations of the Association.

Section 7. The officers, directors, and committees shall not be entitled to any compensation for their services.

## ARTICLE VI

### Assessments

Section 1. The owner shall pay to the Association annual assessments and special assessments, which assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs and attorney fees, that may be allowed in any legal action for enforcement, shall also be the personal obligation of the owners and be a lien on the property of each lot at the time the assessment fell due.

Section 2. The annual assessments shall be used exclusively for the upkeep, improvement, and maintenance of the common area. The annual assessments shall include and the Association shall acquire and pay for out of the funds derived from the annual assessments:

- a) Water, electrical lighting and other necessary utility services for the common area;
- b) Maintenance of the common area which includes the planting and mowing of grass and the planting and cultivation of flowers and shrubs;
- c) Keeping and maintaining the automatic sprinkler systems, brick wall and common areas in a good state of repair;
- d) To employ laborers to perform the necessary services and to pay for workman's compensation and other insurance, if necessary, covering such employees.

Section 3. The annual assessment for Class A members for the current year shall be the assessments heretofore fixed by the Board of Directors. Subsequently, the annual assessment for Class A members may be increased or decreased so that only amounts sufficient to pay the expenses shall be collected.

Section 4. The annual assessment for Class B members per lot shall be one-third (1/3rd) of the amount paid by Class A members. If the annual assessments are increased or decreased, the Class B members shall pay one-third (1/3rd) of the amount paid by Class A members.

Section 5. In addition to the annual assessments, the

Association may levy, in any year, a special assessment upon Class A members for the purpose of defraying any necessary repairs or replacements to the sprinkler system and the fence, or any other capital expenditures. The amount of the special assessment will be determined by the Board of Directors. The Class B members shall pay one-third (1/3rd) of the amount assessed against Class A members.

Section 6. The Board of Directors must establish the annual assessment by the 15th day of February of each year. All annual assessments are due and payable annually in advance on the 15th day of March of each year. Special assessments are due and payable within thirty (30) days after the same are fixed by the Board of Directors.

Section 7. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association, acting through its officers, may bring an action at law against the owner personally obligated to pay the same or may foreclose a lien against the property.

## ARTICLE VII

### General Provisions

Section 1. RBO, Inc., the Association, or any owner shall have the right to enforce by any proceedings at law or in equity all restrictions, conditions, covenants, assessments, liens and charges now or hereafter imposed by the provisions of this document.

Section 2. The Owners Certificate Dedication and Reservations, covenants and restrictions of this document may be amended by a duly recorded instrument executed and acknowledged by two-thirds (2/3rds) of the votes outstanding as of the date of the amendment. Votes shall be computed as provided in Article II, Section 2a and 2b.

Section 3. The Owners Certificate Dedication and Reservations, covenants and restrictions as well as the Rivendell Homeowners' Association Declaration are to run with the land and shall be binding on all parties and all persons claiming under them and shall inure to the benefit of and be enforceable by the Association or any member thereof for a period of twenty (20) years and thereafter shall continue automatically in effect for additional periods of ten (10) years. This document may be amended at any time by an instrument signed by not less than two-thirds (2/3rds) of the votes as provided in Article II, Section 2a and 2b. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned owner has caused this instrument to be executed by its President and attested by its secretary at Oklahoma City, Oklahoma, and the corporate seal

