

**OWNERS CERTIFICATE, DEDICATION,
RESERVATIONS AND RESTRICTIONS**

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:

A part of Southwest Quarter (SW/4) of Section Eighteen (18),
Township Ten (10) North, Range Three (3) West of Indian
Meridian, Cleveland County, Oklahoma.

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 ELEVEN**, and hereby dedicate all streets and easements as shown on said Final Plat to the use of the public, for public highways, streets, drainage and utility easements, free from encumbrances. After initial installation of electric, telephone, cable, and gas lines, any duplicate lines, including transformers and pedestals, must be installed completely underground.

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 One (1) to Twenty-three (23), inclusive in Block Thirty (30); Lots One (1) to Five (5), inclusive in Block Thirty-one; Lots One (1) to Eighteen (18) inclusive in Block Thirty-two (32); **RIVENDELL SECTION ELEVEN**, being a part of the Southwest Quarter (SW/4) of Section Eighteen (18), Township Ten (10) North, Range Three (3) West, of the Indian Meridian, Cleveland County, Oklahoma.

Return to:
RBO, INC.
2300 S.W. 89th, Suite A
Oklahoma City, OK 73159

RBO, Inc., or its successors or assigns, may from time to time plat additional subdivisions in Section 18, Township 10 North, Range 3 West of the Indian Meridian, Cleveland County, Oklahoma. These additional subdivision plats shall be made subject to the reservations and restrictions ("Protective Covenants") as set forth in Rivendell Section Eleven. The owners of such future subdivision plats shall further become members of the Rivendell Homeowners' Association and are subject to the same obligations and benefits to which the owners of all lots in this Plat are entitled. The owners of lots in this Rivendell Section Eleven subdivision plat together with owners of lots in any future Rivendell subdivision plats shall have the right to enforce the Protective Covenants set forth in this Declaration and the Protective Covenants set forth in all future Rivendell subdivision plats. The Rivendell Homeowners' Association shall have the right to also enforce the Protective Covenants contained in this Declaration and as set forth in future subdivision plats of Rivendell. RBO, Inc., its successors and assigns, may impose additional Protective Covenants on Rivendell Section Eleven, when such Protective Covenants are included in Protective Covenants pertaining to future Rivendell subdivision plats, so that all lots in all Rivendell subdivisions will be subject to the same Protective Covenants.

1. **USE:** All of the lots in RIVENDELL SECTION ELEVEN above described shall be known as, and reserved exclusively for use as residential lots and/or residential building sites for single family structures. The term "Single Family" is intended to prohibit multiple families from permanently living in the same unit. The provision shall be strictly enforced if, in the sole discretion of the Architectural Committee or the Home Owners Association, the multiple family situation has become a nuisance to the neighbors.

2. **ARCHITECTURAL COMMITTEE:** The Architectural Control Committee's (hereinafter called "ACC") purpose is to promote good design and compatibility within the subdivision and in its review of plans, specifications, plot plans, color schemes and materials or determination of any waiver as hereinafter authorized, may take into consideration the nature and character of the proposed structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The ACC shall not be liable for any approval, disapproval or failure to approve hereunder, and its approval of plans, specifications, plot plan and other submittals shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage or code violations. The approval, disapproval or failure to approve of any plans, specifications, plot plans or other submittals shall not be deemed a waiver of any restrictions, unless the ACC is hereinafter authorized grant the particular waiver. Nothing herein contained shall in any way be deemed to prevent any of the owners of property in the Subdivision from maintaining any legal action relating to improvements within the Subdivision which they would otherwise be entitled to maintain. No building, outbuilding 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 the ACC composed of Paul B. Odom III, David P. Odom, and Rachel Odom-Pollard, 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. If the

aforesaid committee, their authorized representatives or successors fails to approve or disapprove such design and location with thirty (30) days after building plans, building specifications, and plot plan have submitted to them such approval shall be deemed granted and this covenant shall be deemed to have been fully complied with. In the event that building plans, specifications, and plot plan showing the location of such building ARE NOT submitted prior to construction, the owner of the Lot is in violation of this covenant and it shall not be deemed to have been waived by the fact that the ACC does not object to a particular violation prior to completion of construction. The ACC may at any time, after completion of construction, bring an action requiring the lot owner to comply with all restrictions herein contained. If the ACC chooses to grant a waiver subsequent to completion because of hardship, such action shall not be deemed a precedent for similar violations in the future. "The ACC shall be authorized to grant a waiver from any restriction herein contained." The ACC shall not be liable for any waiver granted or any approval, disapproval or failure to respond to a particular request. 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, 2024. Thereafter the Board of Directors of the Rivendell Homeowners' Association Inc., hereinafter defined, shall assume the powers and duties of the ACC.

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-five (25) 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.

When any portion of a lot abuts Common Area B of Rivendell Section Ten, no building shall be located on any such lot nearer than twenty-five (25) feet to the rear lot line.

4. **MINIMUM DWELLING SIZE:** On all lots the ground floor area of a single-family main structure, exclusive of one story open porches and garage, shall not be less than 3000 square feet for a one-story dwelling, nor less than 2200 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 3000 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 10,000 square feet; nor shall any dwelling be erected or placed on any residential building lot having a width of less than 85.0 feet at the front minimum building set-back line.
6. **ROOFS:** The ACC has established guidelines specifying the type, color, style, valley, ridge, and manufacturer of roofing materials. See exhibit "A" attached hereto.

Any other roofing materials to be used in **RIVENDELL SECTION ELEVEN** shall be subject to the approval, in advance, of the ACC

7. **ROOF PITCH**: All homes shall have a minimum ten (10) pitch roof unless ACC waives this requirement.
8. **SIDEWALKS**: Sidewalks shall be constructed on each lot, concurrently with the construction of the residence thereon. Each sidewalk shall be parallel to the streets and must be constructed three (3) feet behind the curb line and must also be constructed in accordance with the applicable sidewalk construction specifications of the City of Oklahoma City, Oklahoma
9. **EXTERIOR WALL FINISH**: No main residential building shall ever be placed, erected or constructed on any lots or building site in this addition unless at least ninety-five percent (95 %) of the exterior walls thereof be of brick, stone veneer, or dryvit, 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. All other exterior wall materials to be used shall be subject to the approval, in advance, of the ACC.
10. **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.
11. **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.
12. **SURFACE DRAINAGE**: Each lot shall receive and drain in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation, and from public streets and easements. No lot owner shall construct or permit to be constructed, any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot. The foregoing covenants set forth in the Paragraph 12 shall be enforceable by any affected lot owner, and by the City of Oklahoma City.

13. **ANTENNA AND SATELLITE DISCS:** No antennas shall be installed on any residential structure. Satellite discs not to exceed eighteen (18) inches in diameter or skylights capable of receiving satellite transmissions may be installed. However, the location and the type of such disc must be approved by the ACC before installing the same. The type and location of the disc shall not be to the detriment of neighboring houses. The decision of the ACC as to the granting or refusal to grant permission to install a satellite disc will be final, conclusive and binding upon all owners.
14. **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, unless specific written consent is obtained in advance from the ACC, previously designated, for the temporary installation of a larger size sign
15. **ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any block or lot, except that dogs and cats, may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Any other household pets are discouraged and shall not be allowed, unless the property owner shall first obtain the written approval from all abutting property owners, which includes each side and the back yard.
16. **FIREPLACES:** No house shall be constructed without at least one (1) fireplace with an outside chimney chase. All fireplaces and outside chimney chases are to have an approved one hundred percent (100%) masonry veneer exterior that goes to within eight (8) inches of the flue top or cap. All flues greater than four (4) inches outside diameter shall conform to the above restrictions. All fireplaces shall conform to the city requirements for a wood burning fireplace. The chimney must be two (2) feet higher than any portion of the building within ten (10) feet, but not less than three (3) feet above the point where the chimney passes through the roof.
17. **FENCES:** No fences shall be installed on the front portion of a lot in this subdivision between the front lot line and the front building set-back line, except on a corner lot where the fence can come within fifteen (15) feet of the property line of the side yard. Fences shall be constructed of wood plank, stockade, or similar wood materials or stone or brick.
- When any portion of a lot abuts Common Area "B", a fence cannot be built nearer than twelve (12) feet from the lot line abutting the water. Any such fence cannot exceed four (4) feet in height and must be constructed of wrought iron and of the standard pattern and design approved by the ACC.
- On all lots abutting Common Area "B", privacy fences may be constructed near the rear of the house if said privacy fences do not obstruct the view of the water by adjoining property owners. All fences and their location must be approved by the ACC.
18. **NON-RESIDENTIAL USE & ANNOYANCE:** No church, business, professional office, trade or commercial activity of any sort may ever be conducted in any residence or

building of any sort, or upon any portion of any lot or block in Rivendell Section Eleven. This restriction is not intended to prohibit those types of in-home commercial activities which can be conducted in such a manner that the neighbors are unaware of the existence of the business, e.g. bookkeeping, sales conducted via telephone or the internet, etc. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood

19. **TRASH RECEPTACLES:** No trash, garbage, or other waste shall be kept except in sanitary containers in appropriate locations, which may be specified by the ACC. Such containers shall be situated and enclosed or screened so as not to be visible from any residential street, private drive or adjacent lot. No trash, garbage or waste receptacles shall remain on the street, except beginning at 6:00 P.M. on the day before the scheduled pick-up and through the day of trash pick-up by the City of Oklahoma City or such authorized provider.
20. **BOATS, TRAILERS, ETC.:** Boats, trailers, motor homes, 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 are totally concealed from the street and the water and are not visible from neighboring property and are not blocking or obstructing the view of the water by adjoining property owners. 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.
21. **PARKING:** No vehicles of any type shall be stored permanently on any lot or driveway.
22. **TEMPORARY STRUCTURES:** No existing erected building 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.
23. **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.
24. **DETACHED STRUCTURES:** No trailer, basement, tent, shack, garage, servants' quarters, nor any detached structures 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 a main residence. 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. Detached structures or outbuildings shall not be permitted in the front yard. On lots that do not abut the water, small tool or storage sheds of less than 121 square foot floor area, and 6-foot 6-inch eaves, with a maximum overall height of 7 feet 6 inches, may be maintained within the rear lot, provided such rear lot is enclosed with an approved 6-foot high sight-proof fence.

No metal buildings of any type shall be allowed on the rear of any lot abutting the water. Other accessory structures erected on any lot abutting the water must be situated at least twenty-five (25) feet from the rear property line, and so as not to obstruct the view of the water by adjoining property owners. All accessory structures of every type, before installation, must be approved by the ACC.

25. **LANDSCAPING:** All builders must preserve all existing trees as much as possible to every practical extent. All builders must provide at least one (1) tree of at least three (3) 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 or evergreen variety. If above trees die, they must be replaced within thirty (30) days by the property owner, or the Homeowners' Association at its discretion may replant the trees and the cost thereof be paid to the Homeowners' Association upon demand, and until paid, such cost shall constitute a lien against the lot. All builders must landscape the front yards with appropriate shrubs, plants and trees with a minimum expenditure of \$5,000.00 not including sod or irrigation. Trees and shrubbery cannot be placed on any lot abutting Common Area "B" so as to block or obstruct the view of the water by adjoining property owners.
26. **MAINTENANCE, REPAIRS, AND VACANT LOTS:** No trash ashes, or other refuse may be thrown or dumped on any vacant lot. Each owner of a lot shall keep and trim the trees, repair fences, repair or replace any broken or dilapidated mail boxes, maintain and mow the lot, remove all trash and refuse, and otherwise keep the lot in a clean, presentable condition. Upon failure of the owner of each lot to abide by the conditions herein stated the Association may, in its discretion, mow such areas, trim the trees, repair fences, repair or replace dilapidated mail boxes, remove trash or refuse, and if necessary, levy an assessment upon such lot for the cost involved, which assessment shall constitute a lien upon such lot to the same extent as is provided elsewhere herein with respect to other assessments.
27. **GARAGE:** The vehicular entryway of the garage shall not face the lot front; PROVIDED, the facing limitation may be waived by the Architectural Committee in a particular instance. All garages must be a rear or side entry garage. No swing-in style garages will be allowed in which the drive goes in front of the front door.
28. **BACK YARDS:** The rear yards that abut Common Area "B" shall be maintained to the waters edge by the owners of the lots and not by the Rivendell Homeowners' Associations.

29. MISCELLANEOUS COMMON AREA "B": The following restrictions shall apply to the use and enjoyment of the water situated upon Common Area "B":
- a. The Rivendell Homeowners' Association, Inc. shall be the owner of Common Area "B", and shall at all times keep and maintain in good order all landscaping and fountain upon said Common Area "B". In the event such association should not have jurisdiction and control over this subdivision, then upon such event, a separate homeowner's association shall be formed with all lots and owners subject thereto.
 - b. No internal combustion engine boats shall be permitted on the water.
 - c. None of the owners of lots abutting the water shall erect any piers, boat houses, or boat docks on the water.
 - d. No nude swimming shall be permitted in the water.
 - e. Fishing by means of trot lines, jug fishing, seines, or trapping is prohibited.
 - f. Hunting or the use of firearms on the water is prohibited.
 - g. Any type of construction, which includes retaining walls, in the 25 foot rear setback line to the water must be approved in advance by the ACC.
29. ADDRESS BLOCK: Each home must have a cast stone "Address Block" placed either on the mailbox or front of the home.
30. CHRISTMAS LIGHTS: Must be removed by February 1st.
31. ENFORCEMENT: Should the owner or tenant of any lot or lots, block, 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 and/or the ACC and/or the Rivendell Homeowners' Association 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 cost and other necessary expenses incurred by the person and/or the ACC and/or the Rivendell Homeowners' Association 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 brought to enforce such restrictions in the manner provided by the law.

32. **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.
33. **AMENDMENT**: These Dedications, Reservations and Restrictions may be amended, in whole or in part, by a duly recorded instrument executed and acknowledged by sixty-six and two-thirds percent (66 2/3%) of the Class A & Class B votes outstanding as of the date of the Amendment of all Class A & Class B lot owners in this subdivision and all future subdivisions platted by RBO, Inc. and any and all amendments shall first have the approval of RBO, Inc. The approval of RBO, Inc. shall terminate on December 1, 2035.

Executed this _____ day of _____, 2004.

RBO, Inc.

By: _____

State of Oklahoma)
) SS.
 County of Cleveland)

This instrument was acknowledged before me this ____ day of _____, 2004,
 by P.B. Odom III, as President of RBO, Inc.

 Notary Public

DECLARATION

RIVENDELL HOMEOWNERS' ASSOCIATION

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots constituting **RIVENDELL SECTION ELEVEN**, RBO, Inc., as assignee of ELO, 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 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 South May Avenue and S.W. 131st Street and the property lines of the lots abutting S. W. 119th Street and South May Avenue and S.W. 131st Street, as shown in the Plats of Rivendell Section One, Rivendell Section Four, Rivendell Section Five, Rivendell Section Six, Rivendell Section Eight, Rivendell Section Nine, Rivendell Section Ten, Rivendell Section Eleven and Rivendell On The Lake; and
- b. The brick fence which will be installed by the developer on the lot lines of the various lots abutting S. W. 119th Street, and South May Avenue and S.W. 131st Street, as shown in the plats of Rivendell Section One, Rivendell Section Four, Rivendell Section Five, and Rivendell Section Six, Rivendell Section Eight, Rivendell Section Nine, Rivendell Section Ten, Rivendell Section Eleven, and Rivendell On The Lake; and
- c. The medians between the roads leading into the subdivision; and

- d. Common Areas "A" & "B" as shown on the recorded plat of Rivendell Section Seven, Rivendell Section Eight, Rivendell Section Nine, Rivendell Section Ten; and
- e. Waterfall located in Common Area "A", as shown on the recorded plat of Rivendell Section 7; and
- f. Common Area "A" as shown on the recorded plat of Rivendell Section Nine together with all landscaping and structures upon said Common Area "A".
- g. Fountain located in Common Area "B" as shown on the recorded plat of Rivendell Section Ten together with all landscaping and structures upon said Common Area "B".
- h. The Architectural structure that is located in the traffic circle at S.W. 131st and Lorien Way along with the landscaping of the area.
- i. Any area that may be included in the definition of "common area" in all subdivision plats previously and as may be hereafter filed of record covering any portion 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 map of Rivendell Section One, Rivendell Section Two, Rivendell Section Three, Rivendell Section Four, Rivendell Section Five, Rivendell Section Six, Rivendell Section Seven, Rivendell Section Eight, Rivendell Section Nine, Rivendell Section Ten, Rivendell Section Eleven and as shown on all subdivision plats that may hereafter be filed covering any portion 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 or 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 Eleven and heretofore described in the Plats of Rivendell Section One, Rivendell Section Two, Rivendell

Section Three, Rivendell Section Four, Rivendell Section Five, Rivendell Section Six, Rivendell Section Seven, Rivendell Section Eight, Rivendell Section Nine, Rivendell Section Ten and such other subdivisions covering any portion of Section 18, Township 10 North, Range 3 West, Cleveland County, Oklahoma, as may be brought within the jurisdiction of the Association by any developer that may hereafter file a subdivision plat covering a portion of said Section 18, and such subdivision plat becoming a part of Rivendell.

SECTION 8: “**Builder**” is any person, firm, or corporation that acquires title to a lot for the purpose of construction a house thereon for resale.

SECTION 9: “**Developer**” is RBO, Inc., as assignee of ELO, 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 an 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 collectively all of the owners in all subdivisions of Rivendell, 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 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 Rivendell, such member shall automatically be dropped from membership in the Association.

Section 4. The Developer shall retain the right to veto any proposed action the Association and the Association shall be bound by the Developer’s veto. The Developer shall have this power of veto notwithstanding any language herein to the contrary.

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 or hand delivered 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 majority in amount of such quorum shall decide any questions 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 to:

- a. Exercise for the Association all powers, duties, and authority vested in the Association;
- b. Adopt rules and regulations governing the use, maintenance, and upkeep of the common areas;
- c. Establish, collect, and distribute the annual and special assessments;
- d. 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: 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 advise 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 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 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.
- e. Maintenance and repair to preserve the fountain and lake, including purification of water, stocking of fish and such other items so that the lake can be used and enjoyed by all owners of lots in Rivendell.
- f. To purchase and pay for all other types of insurance, such as general liability insurance, that the Board of Directors may determine necessary for the protection of the Association and its members.

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 shall be one-third (1/3) of the amount paid by Class A members. If the annual assessments are increased or decreased, the Class B members shall pay one-third (1/3) 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 (1/3) 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 annually in advance within thirty (30) days after the same are fixed by the Board of Directors.

SECTION 7:

Any assessment, both annual and special, 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, Reservations and Restrictions, as set forth in this document and in all previous subdivisions of Rivendell and all future subdivisions of Rivendell, may be amended by a duly recorded instrument executed and acknowledged by two-thirds (2/3) of the votes outstanding as of the date of the amendment. Votes shall be computed as provided in Article II, Section 2a and 2b. The Developer may unilaterally, even when it owns only one lot, amend these restrictions as long as such amendment is consistent with the basic plan for the development.

SECTION 3:

All of the provisions of the Owners Certificate Dedication Restrictions and Reservations, and all of the covenants and restrictions of 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 at Oklahoma City, Oklahoma, and the corporate seal affixed thereto this _____ day of _____, 20_____.

RBO, Inc.

P. B. Odom III, President

STATE OF OKLAHOMA)
)
COUNTY OF CLEVELAND) SS.

This instrument was acknowledged before me, on this _____ day of
_____, 20____, by P. B. Odom III, as President of RBO, Inc.

Notary Public