



FIRST AMENDMENT TO DECLARATION OF
OWNERS CERTIFICATE, DEDICATIONS,
RESERVATIONS AND RESTRICTIONS

①
FA-2405974
15.00 - Inv.

RIVENDELL SECTION 13

On the 20th day of May, 2019, RBO, L.L.C. filed in the Office of the County Clerk of Cleveland County, Oklahoma a Declaration of Owners Certificate, Dedications, Reservations, and Restrictions and Protective Covenants for an addition platted under the name of Rivendell Section 13, which was recorded in Book 5922, Page 758, et seq.

I, as Manager of RBO, L.L.C. and the undersigned, constituting more than 2/3rds of the votes outstanding as of May 21st, 2019, do hereby amend the Declaration as follows:

I.

That Article VI of the Declaration of Rivendell Homeowners' Association Corp., styled "ASSESSMENTS", "SECTION 8" is added and inserted:

SECTION 8: The Association shall have the power to levy specific assessments ("Specific Assessments") against a particular Lot and Owner for violations of the requirements set out within the Governing Documents (the amount of the Special Assessment to be established by the Association Board), to cover costs incurred in bringing a Lot into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of a Lot, their agents, contractors' employees, licensees, invitees, or guests, including any claims, expenses, and damages relative thereto and indemnification claims, damages, and expenses, or pursuant to a schedule of fines adopted by the Association Board for violations of these Governing Documents; provided the Association Board shall give the Lot Owner prior written notice and an opportunity for a hearing before levying any Specific Assessment under this Section 8.

II.

That Article VII of the Declaration of Rivendell Homeowners' Association Corp., styled "GENERAL PROVISIONS", "SECTION 4" is added and inserted:

SECTION 4: All Lots shall be used and occupied for single family residence purposes by the Owner, by the Owner's family, or the Owner's tenants. At no time, except as required by federal, state or local law or regulation or as required to obtain a purchase money mortgage on a Lot, shall a lease be for a term less than one (1) year. Leases/rentals or occupancy of a Lot as their primary residence by members of an Owner's family, whether by law, marriage, or adoption, within the second degree of sanguinity (e.g., parents, grandparents, siblings, children or grandchildren) shall be considered owner-occupied in relation to this covenant.

All leases and rentals shall be in writing, with copies provided to the Association, and shall provide that the lease/rental and tenants are subject to the terms of the Declaration, as amended, and all other related governing documents of the Addition. Only an entire Dwelling/Lot may be leased or rented, not any portions thereof. Any failure of a lease or

renter to comply with the terms of the Declaration, as amended, and any other governing documents shall be a default under the lease, enforceable by the Association.

All other provisions of all the Protective Covenants shall remain in full force and effect.

Dated this 21st day of May, 2019.

Signature:

Lot/ Block/ Addition:

RBO, L.L.C.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, Block 36; Rivendell 13
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, Block 37; Rivendell 13
Lots 1, 2, Block 38; Rivendell 13
Lots 1, 2, 3, 4, 5, Block 39; Rivendell 13
Lots 1, 2, 3, 4, 5, Block 40; Rivendell 13

By:

P.B. Odom III Manager

STATE OF OKLAHOMA)
) ss:
COUNTY OF CLEVELAND)

This instrument was acknowledged before me on the 21st day of May, 2019, by P.B. Odom III, as Manager of RBO, L.L.C.

Angela I. Kryslar
Notary Public

My Commission Expires: 6/11/22

Return to: RBO, L.L.C.
 2300 S.W. 89th Street, Ste. A.
 Oklahoma City, OK 73159

