



Tulsa County Clerk Michael Willis

Doc # 2019005138 Page(s): 21
01/18/2019 04:05:33 PM
Receipt # 19-3252
Fee: \$ 53.00

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

James W. Rusher
15 West 6th Street, Suite 2600
Tulsa, Oklahoma 74119

**AMENDMENT TO TWIN CREEKS VILLAS
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS:

The undersigned members of the Twin Creeks Villas Homeowners Association, being more than 51% of the fee simple owners and members of the Homeowners Association, do hereby amend the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS recorded with the Tulsa County Clerk on March 12, 2004 as Document No 2004029071 in Book 7250 beginning at Page 522 relating to the real property described on Exhibit A hereto, as follows:

1. Article I (i) is revised and amended to provide as follows:

“Lot Owner” or “Owner” means the person, or legal entity, or the combination thereof, holding the record fee simple title to a Lot in the Property, as the Lot is now or may from time to time hereafter be created or established. If more than one person, or other legal entity or any combination thereof, holds the record title to any Lot, all of them shall be deemed a single record owner and shall be a single member of the Association by virtue of their ownership of the Lot. The term “Lot Owner” or “Owner” shall not mean any contract purchaser, nor shall it include any mortgagee or other person or legal entity holding an interest in a Lot as security for the performance of an obligation.

2. Article II, Section 1 is revised and amended to provide as follows:

2.1. Declarant hereby declares that all the Property is held and shall be held, conveyed, encumbered, used, occupied and improved subject to the following limitations, covenants, conditions, restrictions, reservations, liens and charges, all of which are hereby declared and established and agreed to be in furtherance of a general plan and scheme for the sale of Lots, pursuant to the provisions of 60 O.S. §§851-856, and all of which are declared and established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. All of said limitations, covenants, conditions, reservations, liens, charges, and restrictions are hereby established and imposed upon the Property for the benefit thereof and for the benefit of each and every individual Lot comprising a part thereof and of each ownership of one or more Lots, now or in the future, and the owners of any interest of any kind or character in Lots, the Property, or any portion thereof.

2.2. All of said limitations, liens, covenants, conditions, reservations, charges, and restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in any Lot, the Property, or any part thereof, whether as sole owner, joint owner, occupant, successor, trustee, assigns or otherwise.

3. The following shall be added to Article IV, Section 3:

4.3.4. No lot or dwelling, or any part thereof, may be leased at any given time to any third party. A third party shall be defined as any person that is not a record title owner of the lot. Further, no Owner may allow a third party to occupy a dwelling pursuant to a contract for deed or similar instrument.

EXCEPT as Amended, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS remains unchanged.