

SECTION VI. MISCELLANEOUS, AMENDMENT

A. NO WAIVER

The failure of the Developer, the Architectural Committee, the Association, owner or any grantor, or any successor in title, to enforce any given restriction or covenant, or condition at any time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.

B. SEVERABILITY

Invalidation of any one of these covenants, restrictions or conditions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

C. DISCLAIMER OF WARRANTY

Except as expressly provided in writing, Developer makes no warranty, expressed or implied, regarding the addition, including (without limitation) any reserve area or improvement therein, the sufficiency of utilities, the improvement, including without limitation any express or implied warranty of merchantability, habitability, liability, fitness or suitability for any particular purpose or use or any warranty of quality.

D. BINDING EFFECT; AMENDMENT

The covenants, conditions and restrictions of this declaration shall run with the land, and shall be binding upon all parties and all persons claiming under them, and shall inure to the benefit of and be enforceable by the Developer, the architectural committee, the association and the owner of any lot subject to this declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifteen (15) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years. The covenants and restrictions of this declaration may be amended, in whole or in part, modified, added to or changed at any time during the first fifteen (15) year period by an instrument signed by the owners of not less than sixty percent (60%) of the lots, and thereafter at any time by an instrument signed by the owners of not less than fifty-one percent (51%) of the lots. Any amendment must be properly recorded. Notwithstanding the foregoing or anything else herein to the contrary, the Developer reserves the right to grant variances therefrom in particular cases and further provided that they may amended as follows:

E. SPECIAL AMENDMENT.

This Declaration may be amended unilaterally by Developer at any time (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (ii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, to enable such lender or purchaser to make or purchase mortgage loans on the property subject to this declaration; (iii) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the property subject to this declaration; (iv) to correct errors and make clarifications or additions in this declaration; or (v) to modify or add to the provisions of this declaration to adequately cover situations and circumstances which Developer believes, in its reasonable judgment, have not been adequately covered and would not have a material and adverse effect on the marketability of lots. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Developer to make or consent to any such amendment on behalf of each owner. Each deed, mortgage, other evidence of obligation or other instrument affecting a lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and consent to the reservation of, the power to Developer to make, execute and record such amendments. The right and power of the Developer to make such amendments hereunder shall terminate at such time as Developer has sold all of its lots in the addition.

In witness whereof, RDS INVESTMENTS, LLC has executed this instrument this 11 day of July, 2017.

RDS INVESTMENTS, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY
BY: J. Tom Anglin
MANAGER

STATE OF OKLAHOMA)
COUNTY OF Tulsa) SS.

Before me, a notary public in and for said state and county, on this 11 day of July, 2017 personally appeared J. Tom Anglin, to me known to be the identical person who subscribed the name of RDS Investments, LLC to the foregoing instrument as manager, and acknowledged to me that he executed the same as his free and voluntary act and deed and the free and voluntary act of such company for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.
LaWanda Hagan
Notary Public

My commission expires: 8-20-2018
Commission No. 02014425



SURVEYORS CERTIFICATE

I, Charles K. Howard, a Registered Land Surveyor in the State of Oklahoma, hereby certifies that I have fully complied with the requirements of this regulation and the subdivision laws of the State of Oklahoma governing surveying, dividing and mapping of the land; that the plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it; and, that the plat represents a survey made under my direct supervision.

WITNESS my hand and seal this 30 day of June, 2017.

Charles K. Howard
Charles K. Howard, P.L.S. #297
C.A. No. 5611 Exp. 6-30-19

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

Before me, the undersigned, a Notary Public in, and for said County and State, on this 30 day of June, 2017, personally appeared Charles K. Howard to me known to be the identical person who executed the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under me hand and seal the day and year last above written.

Neal Honehan
Notary Public
My Commission expires: _____



CERTIFICATE OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

THE Tulsa OFFICE OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY HAS APPROVED THIS PLAT FOR THE USE OF PUBLIC WATER SYSTEMS AND INDIVIDUAL ON-SITE SEWER SYSTEMS ON THE 19 DAY OF July, 2017.

BY: [Signature]
ENVIRONMENTAL PROGRAM SPECIALIST
DEPARTMENT OF ENVIRONMENTAL QUALITY
STATE OF OKLAHOMA



WAGONER COUNTY PLANNING COMMISSION

The undersigned Chairman of the Wagoner County Planning Commission does hereby certify that the Planning Commission duly approved the plat of "Brookwood Farms III".

Dorenda K. Robinson
Planning Commission, Director
Approved Date: 6-26-17

CERTIFICATE OF FINAL PLAT APPROVAL

I hereby certify that that this plat was approved by the Wagoner County Commissioners.

[Signature]
Chairman
Approved Date: 7-3-17

This approval is void if the above signature is not endorsed by the County Clerk.

City Clerk

CERTIFICATE OF WAGONER COUNTY TREASURER

I DO HEREBY NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2017 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS "Brookwood Farms III".

Dana Patten
BY: WAGONER COUNTY TREASURER [Signature]



WAGONER COUNTY CLERK

I, _____, Wagoner County Clerk, in and for the County and State of Oklahoma above named, do hereby state that the subdivision called "Brookwood Farms III" has been filed into Wagoner County records.

Dated the 20 day of July, 2017.

Wagoner County Clerk
[Signature]
Deputy



Certified True Copy
LORI HENDRICKS, COUNTY CLERK
Wagoner County, Okla.
By: [Signature]
DEPUTY