

4.5 Other Rights. Developer shall have the right and power to execute all documents and do all such other lawful acts and things affecting the Property which Developer determines are necessary or desirable in connection with the rights of Developer under this Declaration. The real Property subject to this Declaration may be increased by recording supplements to this Declaration, which need only be signed by Developer and the owner of the additional land described in the supplement stating that the additional land shall be subject to this Declaration. No other land in the vicinity of the Property shall be subject to this Declaration unless the provisions of this paragraph are complied with, it being intended that this Declaration not be construed or considered as a scheme for the development of any real property other than that shown on the Plat or hereafter subjected to this Declaration in the manner described in this paragraph. All of the rights granted and reserved to Developer in this Declaration shall be assigned, transferred and fully vested in the Association or any of its organized committees after the Turnover Date.

**ARTICLE V
PRUDENTIAL CONSIDERATIONS**

5.1 Enforcement. Enforcement to restrain any act or to enforce any provision hereof or to recover damages for violation of the covenants, conditions and restrictions established hereby may be brought by the Developer, the Association, a Lot Owner or any other person having an interest therein, whether acting jointly or severally. The Developer and the Association shall have the right but not the obligation, to enforce any covenant, condition or restriction through legal proceedings or otherwise.

5.2 Remedies. If any person shall violate or attempt to violate any of the covenants, conditions or restrictions set forth herein, the Developer, the Association, a Lot Owner, or any other person owning an interest in any Lot in the Addition, shall have standing to prosecute any proceeding at law or in equity against the person violating the same to prevent such violation or to recover damages for such violation. In any action brought to enforce any provision hereof the prevailing party, whether the Developer, the Association, a Lot Owner, or any other person having an interest therein, shall be entitled to an award of attorneys fees to be taxed as costs, which shall become a lien upon the Lot and other property of the Lot Owner or occupant so violating any such covenant, condition or restriction imposed hereby.

5.3 Assessments for Violation of Covenants, Conditions and Restrictions. If any Lot Owner or occupant shall violate any covenant, condition or restriction herein, the Board of Directors of the Association, acting through its appointed agent or agents, or the Developer, shall have the right to enter upon said Lot and remedy the violation. The cost for curing the violation shall thereupon be assessed against the Lot Owner and shall be a lien upon the Lot and property of such Lot Owner, which lien may be foreclosed as provided by law.

5.4 No Waiver. The granting of an exception or waiver to any portion of these covenants, conditions and restrictions or the failure or refusal of the Developer or the Association to enforce any given covenant, restriction or condition at any time, shall not be deemed to be a waiver or relinquishment of any right or remedy hereunder, nor a modification of these protective covenants, restrictions and conditions.

5.5 Waiver of Right of Recovery. Each Lot Owner shall be responsible for the risk of injury and physical loss or damages of any kind to personal property, whether the property of the Lot Owner or the Lot Owner's invitee, and shall also be responsible for obtaining adequate insurance coverage for and against such risk, loss and damages, including, but not limited to, any personal property stored or located on the Property and with respect to the Lot Owner's dwelling and premises. The Association and each Lot Owner hereby waives, releases and relinquishes any and all claims which they may have at any time against any Lot Owner, the Association, its directors and officers, the Developer, its successors and assigns, a managing agent, if any, and their respective employees and agents for damages to any Lot, dwelling, other improvement, or any personal property located on the Lots, or in the dwellings or other improvements, caused by fire or other casualty, to the extent that such damage is insurable by a fire policy or other forms of casualty insurance, and to the extent possible, do hereby waive, release and relinquish any and all rights of subrogation against any Lot Owner, the Association, its directors and officers, Developer, the managing agent, if any, and their respective employees and agents.

5.6 Severability. Invalidity of any one or a portion of any one or more of these covenants, restrictions or conditions shall not affect the validity of any other provisions hereof which shall remain in full force and effect.

5.7 Disclaimer of Warranty. Except as may be expressly provided in writing by separate instrument, the Developer makes no warranties, express or implied, regarding the Addition or any implement in the Addition, the condition of the common or reserve areas in the Addition, the sufficiency of utilities, the workmanship, design or materials used in every implement, including without limitation, the common or reserve areas, and including without limitation, any expressed or implied warranty of merchantability or marketability, liability, fitness or suitability for any particular purpose or use, or any warranty of quality.

5.8 Binding Effect. Amendments. These covenants, conditions and restrictions run with the land and are binding upon and inure to the benefit of all parties and any persons claiming by, through and under them provided, however, the Developer reserves the right to grant variances therefrom in particular cases, and further provided that they may be amended as follows:

A. Special Amendment. Developer shall have the right, by written instrument duly executed, acknowledged and recorded in the office of the County Clerk of Wagoner County, Oklahoma, which need only be signed by Developer, to modify the provisions of this Declaration at any time (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable local, state or federal governmental statutes, rule, regulations 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 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 Developer's sole reasonable judgment, have not been adequately covered and would not have 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 Lot Owner. The consent to such modification by any Lot Owner or of the holder of any mortgage or lien on such Lot Owner's Lot shall not be required even though the modification relates to portions of the Property no longer owned by Developer. 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 acknowledgement of, and a consent to the reservation of the power reserved and granted to Developer to make, execute and record such amendments. The right and power to make such amendments hereunder shall terminate at the Turnover Date.

B. In General. After the Turnover Date, this Declaration may be amended by the affirmative vote of two-thirds (2/3rds) of the total votes of or by an instrument executed by one or more Lot Owner of at least two-thirds (2/3rds) of the Lots; except that (i) the provisions of this paragraph 5.3 may be amended only by an instrument executed by all of the Lot Owners; and (ii) any provision relating to the rights of Developer may be amended only with the written consent of Developer. No amendment shall be effective until the same is properly recorded in the office of the County Clerk of Wagoner County, Oklahoma. "Lot Owners" shall not be deemed to include mortgagees or other person(s) holding liens on any Lot, and such mortgagees and other lien holders shall not be required to join in any amendment to this Declaration.

In Witness Whereof, the undersigned, being the sole Owner of the Property named and designated as Renaissance Park Addition, an Addition in Wagoner County, Oklahoma, according to the recorded Plat thereof, do hereby establish and approve the foregoing Deed of Dedication and Covenants, Restrictions and Conditions this _____ day of _____, 2003.

31st Street L.L.C., an Oklahoma Limited Liability Company
By _____
Manager

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2003, by _____, 31st Street L.L.C., an Oklahoma Limited Liability Company.
My Commission Expires: _____ Notary Public



SURVEYORS CERTIFICATE

I, David L. Washington, do hereby certify on this _____ day of February, 2003, that I am a Professional Registered Land Surveyor in the State of Oklahoma, and that the Plat Renaissance Park a subdivision in Wagoner County, Oklahoma, represents a survey made under my supervision and to the best of my knowledge all monuments shown thereon actually exist and the positions are correctly shown.

Date: February 12, 2003
David L. Washington
Professional Land Surveyor No. 1499



STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2003, by _____, Professional Registered Land Surveyor.
My Commission Expires: _____ Notary Public



ACCEPTANCE OF PLAT

BE IT RESOLVED by the Wagoner Metropolitan Area Planning Commission of Wagoner County, State of Oklahoma, that the accompanying Plat is accepted.

Adopted by the Wagoner Metropolitan Area Planning Commission of Wagoner County, State of Oklahoma.
Date: _____
Wagoner Metropolitan Area Planning Commission



SEAL _____

WAGONER COUNTY COMMISSION

BE IT RESOLVED by the Wagoner County Board of County Commissioners, Wagoner County, State of Oklahoma, that the accompanying Plat is approved.

Approved by the Wagoner County Board of Commissioners, Wagoner County, State of Oklahoma.
Date: 10-14-03
Chairman, Wagoner County Board of County Commissioners

CERTIFICATE OF COUNTY TREASURER

The undersigned County Treasurer for Wagoner County, Oklahoma, does hereby certify that I have examined the records pertaining to ad valorem taxes on the Property set forth and described on the Plat of Renaissance Park, and find that all ad valorem taxes for the property have been paid for all prior years, and a deposit for 2004 ad valorem taxes has been made.

Date: Oct 9, 2004
Wagoner County Treasurer

DEPARTMENT OF ENVIRONMENTAL QUALITY

The Wagoner County Office of the Department of Environmental Quality has approved this plat for the use of Public water systems and Public sewer systems on the _____ day of _____, 2003.

Environmental Program Specialist
Department of Environmental Quality

ROADS WILL BE MAINTAINED BY WAGONER COUNTY