death or resignation of any member of the above-named Architectural Committee, the remaining member or members shall have full authority to approve or disapprove such plans, specifications, color scheme, materials and plot plan, or to designate a representative or representatives with the same authority, and said remaining member or members shall have authority to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and said newly appointed member shall have the same authority hereunder as their predecessors, as above set forth. In the event the Architectural Committee fails to approve or disapprove any such plans, specifications, color scheme, materials and plot plans submitted to it as herein required within 30 days after such submission, or in the event no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully complied with.

B. The Architectural Committee's purpose is to promote good design and compatibility within the Addition and in its review of plans or determination of any waiver as hereinafter authorized, shall take into consideration the nature and character of the proposed building or 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 Architectural Committee shall not be liable for any approval, disapproval or failure to approve hereunder, and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading, drainage, or code violations. The approval, disapproval or failure to approve of any building plans shall not be deemed a waiver of any restriction, unless the Architectural Committee is hereinafter authorized to grant the particular waiver. Nothing herein contained shall in any way be deemed to prevent any of the Owners of Property in this Addition from maintaining any legal action relating to improvements within this Addition, which they would otherwise be entitled to maintain.

C. The powers and duties of the Architectural Committee shall be deemed transferred to the Association upon written assignment to the Association by the Architectural Committee. Thereafter, the foregoing powers and duties shall be exercised by the Board of Directors of the Association or any committee appointed by such Board.

1.3 Set-back Lines, Frontage and Access Limitation. No buildings, outbuildings, structures, or parts thereof shall be constructed or maintained on Lots nearer to the property lines than the set-back lines provided herein or shown on the accompanying Plat unless subsequently modified by the Wagoner County Metropolitan Area Planning Commission. Unless otherwise provided by easement or set-back lines shown on the accompanying Plat, the minimum building set-back lines for dwellings or other outbuilding structures shall be:

Front Yard: 25 feet
Side Yard: 5 feet
Other side yard: 5 feet
Rear yard: 20 feet

Each Lot shall maintain a rear yard of at least 20 feet; provided, however, outbuildings may be located in the required rear yard, but no building shall be erected nearer than 10 feet to rear Lot line nor encroach upon any utility easement.

Each dwelling shall front an interior public street and derive its access solely from an interior public street. On corner Lots, the dwelling shall front the greater of the building setback lines if different building setback lines have been established on the Lot.

1.4 Fences. Interior fencing or walls shall not extend beyond the building lines of the Lot and, if a residence is built behind the front building lines of a Lot, no fence may extend beyond that point nearest the street at each end corner of the residence. Provided however, on corner Lots fencing may extend to within 24.5 feet from the curb of the street forming the side yard boundary of the Lot (12.5 feet from the street right-of-way). No fence on any Lot shall exceed six (6) feet in height. Privacy enclosures of open patios, swimming pools or garden courts, where approved in writing by the Architectural Committee, may exceed six (6) feet in height. All fences must be of wood, wrought iron or masonry construction. Barbed wire, meshed and chain link fences shall be prohibited. No fences shall be constructed on overland drainage easements.

1.5 Outbuildings. All tool sheds, hobby rooms, or other outbuildings shall not exceed 120 square feet in floor area and shall be constructed of materials which are the same as or better than the exterior trim of the dwelling on the Lot. Metal or plastic exteriors shall be prohibited. All such outbuildings shall be painted the same color as the dwelling. All such outbuildings shall be shingled with the same shingle type and color as the dwelling. No outbuilding shall exceed 10 feet in height to the peak of the roof from ground level. No outbuildings of any kind shall be constructed without the prior written approval of the Architectural Committee.

1.6 Antennas. Exterior antennas or other devices (including supporting structures) for the transmissions or reception of radio, television, satellite signals or other forms of electromagnetic radiation are prohibited. Provided, however, within each Lot one satellite dish not to exceed 2 feet in diameter and not visible from any public street shall be permitted.

1.7 Planters. To protect views and maintain the character of the Addition, no planter or hedge shall be more than six (6) feet in height.

1.8 Easements. No structure, planting or other material shall be placed or permitted to remain on or within the easements or within any utility or similar easements shown on the Plat of the Property, which such structure, planting or other material 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 Lot Owner or occupant of the Lot, except for those improvements whose maintenance is the responsibility of a governmental body or agency or a public authority or utility company. No conveyance by Developer of any Lot, or of any interest therein, shall be deemed to be, or construed as, a conveyance or release of these easements, or any of them, even though the conveyance purports to convey the Lot in fee simple, or by other language which purports to convey Developer's entire interest therein, but such effect shall only arise if the conveyance specifically recites it to be the intention of Developer to thereby convey or release the easements.

Developer further reserves to itself, its successors and assigns, the right to grant easements, right-of-way and licenses to any person, individual corporate body or municipality to install and maintain pipelines, underground or above ground lines, with the appurtenances necessary thereto, for public utilities or quasi-public utilities, or to grant such other licenses or permits as Developer may deem necessary for the improvement of the Property, in, over, through, upon, under and across any and all of the streets, avenues, roads, courts and open spaces, and in, over, through, upon, under and across each and every Lot in the easement area reserved in this Deed of Dedication or as shown on the Plat of the Addition. No street, avenue, road, court, open space or easement shall be laid out or constructed through or across any Lot, except as set forth in this Deed of Dedication, or as laid down and shown on the Plat, without the prior written approval of the Developer.

ARTICLE II

LOT USE AND RESTRICTION

2.1 The Lots and premises in the Addition are conveyed and shall be used and occupied only for residential single-family purposes. No Lot shall be used for any business, commercial or manufacturing purposes. No Lot may be subdivided to accommodate two or more separate Owners or dwellings. No dwelling or other structure which exceeds two (2) stories in height shall be placed, altered, constructed or permitted to remain on any Lot. No prefabricated or manufactured dwelling of any kind or any residence constructed off site may be moved onto any Lot. No structure other than a dwelling house shall be used at any time as a residence, either temporarily or permanently. No mobile home shall be moved into or be present in the Addition except by the Developer or builders.

2.2 Washing out of concrete trucks or concrete spills. Ready mix concrete trucks may wash out only on the property in which the concrete is being used. Property Owners shall be responsible to other property Owners for assuring that concrete delivered to their Lot remains on their Lot. The intended property Owner shall be held responsible for clean up if concrete delivered to a Lot is spilled or washed onto streets or other Lot(s).

2.3 Leasing and/or Renting. In the event an Owner leases or rents their residence, the Owner has an affirmation duty to notify the tenant of the existence of the Association, and the terms and conditions of the restrictive covenants set forth herein. The Owner shall provide a copy of the covenants to the tenant. The Owner shall insure that the tenant complies with the covenants and requirements herein and shall provide the undersigned Owner, Developer, and the then President of the Association with the name and phone number of the tenant and the address and phone number where the property Owner can be contacted in the event any problems regarding compliance with the covenants or other requirements set forth herein occur. Owner acknowledges he is aware that compliance with the terms and conditions of the covenants is the Owner's ultimate responsibility regardless of any agreement between the Owner and the tenant and any action or inaction on the part of the tenant.

2.4 Noises/Nuisance. No obnoxious, offensive or illegal activity of any sort shall be permitted, nor shall anything be done on any Lot, which may be or may become an annoyance or nuisance to the Addition. Activities expressly prohibited are those which may be offensive by reason of odor, fumes, dust, smoke, noise, vision, vibration, or pollution, or which are hazardous by reason of excessive danger, fire, or explosion.

2.5 Animals. No animals, livestock, poultry, or bees of any kind shall be kept on any Lot except for a total of three (3) household pets and the suckling young of said animals; provided that no more than two (2) adult dogs shall be maintained on any Lot. Animals shall not be kept, bred or maintained for commercial purposes and shall not be permitted on any Lot which does not contain a dwelling being used as a residence. All animals must be kept in a fenced yard or on a leash. Animal shelters shall be screened from view from any street unless in conformity to the requirement for the construction of outbuildings herein. Animals shall not be permitted to roam in the Addition or Park and at the option of the Association, lawful measures may be taken to control any animals not under the immediate control of their Owners, including but not limited to the right to impound such animals and to charge reasonable fees for their return.

2.6 Maintenance. All Lots and the structures thereon shall be kept and maintained at all times by the Lot Owner or occupant in good order and in a neat, attractive, healthful and sanitary condition. The Lot Owner or occupant of each Lot shall seed and mow the lawns thereon, and shall keep the shrubbery trimmed and the painted exterior surfaces painted, all in a manner and with such frequency as is consistent with good property management. The front yard of each Lot shall be kept only as a lawn, including trees, flowers and shrubs. No trees or shrubs shall be located on any portion of a Lot, which could block the view of operators of motor vehicles so as to create a traffic hazard. In no event shall any Lot be used for storage of material or equipment, except for normal residential requirements or incident to construction of improvements thereon, nor shall any Lot Owner or occupant permit accumulation of garbage, debris, trash or rubbish of any kind thereon. All yard equipment or storage piles shall be kept screened from view of neighboring Lots, streets, or other property. The Association reserves the right to enter upon any Lot for the purpose of maintenance if a Lot is not being kept and maintained in a manner acceptable to the Association. The cost of such maintenance shall become a lien upon the Lot and governed by the provisions of paragraph 5.3 hereof.

2.7 Wind Generators and Solar Collectors. No wind generators or solar collectors shall be installed on any Lot or dwelling.

2.8 Swimming Pools. Swimming pool drains shall be piped into the street gutter either in front of or nearest to the Lot. All pool service equipment shall be kept and stored from view behind a privacy fence and located in either (a) a side yard between the front and rear boundaries of the dwelling; or (b) in the back yard adjacent to the dwelling and shall not be visible from any residential street or other Lot. No temporary pool covering shall extend higher than four feet above the water level of the pool. Above ground pools shall not be permitted. Temporary above ground pools shall be allowed between May 1 and September 30 only.

2.9 Clothes Lines. No permanent exterior clothes dryer or clothes drying line shall be erected, installed or maintained on any Lot, or on any structure thereon, and the drying of clothes in public view shall be prohibited.

2.10 Aircraft. No helicopters, hovercraft, or other aircraft of any kind shall be landed, stored, parked or otherwise allowed within the Addition.

2.11 Air Conditioning Requirements. No window, wall-type or rooftop air conditioning units shall be permitted. All dwellings shall be equipped with one or more central heating and air conditioning units, which shall be installed and maintained in accordance with good building practices.

2.12 Storage. No outside storage or keeping of building material, tractors, mowers, equipment, implements or salvage shall be permitted on any Lot. Building materials may be stored for a period of thirty (30) days prior to the start of construction of any improvements on a Lot. The construction of dwellings and other improvements in the Addition shall be completed within twelve (12) months after the pouring of the footings.

2.13 Vehicles, Boats, Motorcycles. Vehicles, boats, motorcycles, motor bikes, camper trailers, motor homes, RV's or trailers of any kind, whether or not operable (collectively call "Vehicles"), shall not be kept, parked, maintained or stored in the yard portion of any Lot, and shall not otherwise be kept, parked, maintained or stored on any Lot or street in the Addition for more than forty-eight (48) hours during any seventy-two (72) hour period, except within an enclosed garage. No commercial vehicles larger than a standard size pickup truck or SUV shall be parked at any time on a street or driveway by a Lot Owner or occupant, nor by any other person for a period longer than is reasonably necessary for the driver thereof to perform the business functions to which the commercial vehicle relates. Owner's or resident's vehicles shall not be parked in any street.

2.14 Signs. No sign of any kind shall be displayed to the public view on any Lot without the prior written approval of the Architectural Committee, except one sign of not more than nine (9) square feet advertising the sale of a Lot or rental or sale of a dwelling, or campaigning for a particular result in any political elections or issue, or advertising a garage sale by a Lot owner or occupant, or advertising the sale of a Lot or dwelling during the construction and sales period by the Developer or a builder. Permanent signs installed by the Developer identifying the Addition may be located at the entrances to Renaissance Park II.

2.15 Wastes. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All waste shall be kept in sanitary containers and all equipment for storage or disposal of such material shall be kept in a clean, neat and orderly manner. The Lots and all easements shall be kept clean, neat and mowed to the street. All waste containers must be removed from the curbside and screened or maintained from public view from any street within twelve (12) hours after refuse collection services empty the containers.

2.16 Compliance with Code. All Lots in the Addition are subject to the uses, restrictions, rules, requirements and jurisdiction of the Wagoner Metropolitan Area Planning Commission, Wagoner County, Oklahoma, and any other local, state or federal agency or authority having jurisdiction thereof.

2.17 Landscape Easement. The Developer herein establishes for the benefit of the Association a perpetual easement as depicted on the accompanying Plat as "landscape easement" which may be used for the purposes of the erection and maintenance of fencing, walls, landscaping, and irrigation system. Maintenance of such facilities shall be the obligation of the Association.

2.18 Basketball Goals. No basketball goals or soccer nets or goals of any kind, whether temporary or permanent, shall be located in any front yard or side yard of any residence.

ARTICLE III

HOMEOWNERS ASSOCIATION

3.1 Homeowner's Association. The Developer has incorporated as of the 19th day of April, 2004, Renaissance Park Homeowner's Association, Inc., a not for profit corporation established in accordance with the statutes of the State of Oklahoma to engage in any lawful act or activity allowed by law, including, but not limited to, maintaining the common areas, walkways, drainageways, park and detention areas and enhancing the value, desirability and attractiveness of Renaissance Park, Renaissance Park II and Renaissance Park III.

3.2 Membership. Every person or entity who is a record Owner of a fee interest of a Lot in Renaissance Park II shall be a member of the Association, and membership shall be appurtenant to and may not be separated from the Ownership of such Lot. The acceptance of a deed to a Lot shall constitute acceptance of membership in the Association as of the date of its incorporation, including the acceptance of the bylaws or any amendment thereto, or as of the date of recording of the deed, whichever occurs last.

3.3 Covenant for Assessments. The Developer and each subsequent Owner of a Lot, by acceptance of a deed thereto, is deemed to covenant and agree to pay to the Association assessments as established by the Board of Directors of the Association in accordance with a declaration executed and recorded by the Developer. An assessment shall be a lien on the Lot against which it is made, but the lien shall be subordinate to the lien of any recorded first mortgage, which assessment shall be at least equal to but not greater than the assessments required of the Lots in Renaissance Park.

3.4 Certain Rights of the Association. Without limitation of such other powers and rights as the Association may have, the Association shall be deemed a beneficiary, to the same extent as a Lot Owner, of the various covenants set forth herein, and shall have the right to enforce the covenants to the same extent as a Lot Owner.

3.5 Certain Obligations of the Association. The Association shall be obligated for the administration, management and maintenance of all common areas, walkways, drainageways, park and detention area within Renaissance Park, Renaissance Park II and Renaissance Park III.

ARTICLE IV

DEVELOPER'S RESERVED RIGHTS

4.1 In General. In addition to any rights or powers reserved to Developer or granted to Developer under the provisions of this Declaration or the Declaration of the Homeowners Association document, Developer shall have the rights and powers set forth in this article. Anything in this Declaration or the Declaration of the Homeowners Association document to the contrary notwithstanding, the provisions set forth in this article shall govern. If not sooner terminated as provided herein, the provisions of this article shall terminate and be of no further force and effect from and after such times as Developer is no longer vested with or controls title to any part of the Property. The Developer shall not be restricted from using such rights-of-way or easements as evidenced in the attached Plat in any manner the Developer deems necessary.

4.2 Renaissance Park II. In connection with the promotion, sale or rental of any dwelling or other improvements upon the Property: (a) Developer shall have the right and power, in its sole discretion, to construct such temporary or permanent improvements, or to do such acts or other things, in, on, or to the Property, as Developer may determine to be necessary or convenient, including, without limitation, the right to construct and maintain model homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as Developer may deem advisable; and (b) Developer and its guests, agents, prospective purchasers and/or tenants, shall have the right of ingress, egress and parking, in and through, and the right to use and enjoy the common and reserve areas at any time without fee or charge.

4.3 Construction on the Property. Developer is hereby granted the right and power to make such improvements to the Property as Developer deems to be appropriate, necessary or convenient. Developer may permit such builders and other contractors' access to and upon the Property as Developer may wish, and subject to such limitations and conditions as Developer may impose and require. Developer, its agents and contractors shall have the right of ingress, egress and parking on the Property and the right to store construction equipment and materials on the Property without the payment of any fee or charge whatsoever.

4.4 Developer Control of Homeowners Association. The Board of Directors of the Association shall consist of such persons designated by Developer according to the provisions of the Declaration of Homeowners Association. Developer's rights under this section to designate the members of the Board of the Association shall terminate upon the occurrence of the first of the following events: (a) the Developer no longer holds or controls title to any part of the Property, (b) the Developer gives written notice to the Association of Developer's election to terminate its right to select the Board, or (c) the expiration of ten (10) years from the date of recording hereof (the "Turnover Date"). From and after the Turnover Date, the Board of Directors of the Association shall be constituted and elected as provided in the Bylaws of the Association. Prior to the Turnover Date, 31st Street, L.L.C. shall be the sole voting member of the Association, with all voting rights of the Lot Owners vested exclusively in 31st Street, L.L.C. and the Lot Owners shall have no voting rights until the Turnover Date.

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.

Certified True Copy
CAROLYN KUSLER, COUNTY CLERK
Wagoner County, Okla.
By Sharon K. Freeman
DEPUTY

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