

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. Invalidation 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 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 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 5.8 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 II 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 19 day of December, 2005.

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

By: Jody Sweetin
Manager

STATE OF OKLAHOMA)
)ss.
COUNTY OF Tulsa)

This instrument was acknowledged before me on the 19 day of December, 2005, by Jody Sweetin, 31st Street, L.L.C., an Oklahoma Limited Liability Company.

Alu Lemon
Notary Public



My Commission Expires:
3/24/07

SURVEYORS CERTIFICATE

I, David L. Washington, do hereby certify on this 16th day of December, 2005, that I am a Professional Registered Land Surveyor in the State of Oklahoma, and that the Plat Renaissance Park II 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: 12/16/05
David L. Washington
David L. Washington
Professional Land Surveyor No. 1499



STATE OF OKLAHOMA,)
)ss.
COUNTY OF Tulsa)

This instrument was acknowledged before me on the 16th day of December, 2005 by David L. Washington
Professional Registered Land Surveyor.

Alu Lemon
Notary Public



My Commission Expires:

March 24, 2007

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: 1-3-06
Brenda Schett
Wagoner Metropolitan Area
Planning Commission

Approved By
Wagoner Metropolitan
SEAL Area Planning Commission

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: 1-3-06
Jim Taylor
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 II, and find that all ad valorem taxes for the property have been paid for all prior years, and a deposit for 2006 ad valorem taxes has been made.

DATE: 1-3-06
Gloria Marshall
Wagoner County Treasurer



DEPARTMENT OF ENVIRONMENTAL QUALITY

I certify I have reviewed the APPLICABLE Plan for a Plat of a residential development which is on file at the Wagoner Office of the Department of Environmental Quality, and hereby approve this Plat for the use of a public water system and a public sewage system.

Date: _____
Chad
Environmental Program Specialist
Oklahoma Department of Environmental
Quality



**ROADS WILL BE
MAINTAINED BY
WAGONER COUNTY**

CERTIFICATE OF WAGONER COUNTY CLERK

I, Carolyn Kusler, the County Clerk of Wagoner County, do here now state the subdivision called Renaissance Park II has been filed into Wagoner County Records.

Carolyn Kusler
Carolyn Kusler, Wagoner County Clerk



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