

RENAISSANCE PARK III
DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That 31st Street, L.L.C., an Oklahoma limited liability company, (hereinafter "Developer"), is the sole Owner in fee simple title to the real estate (hereinafter "Property") situated in Wagoner County, State of Oklahoma, described as follows, to-wit:

A tract of land being a part of the Northeast Quarter (NE/4) of Section 19, T19N, R15E of the I.B. & M., Wagoner County, Oklahoma. Said tract being more particularly described by metes and bounds as follows:

Beginning at the Northeast Corner of the NE/4 of Section 19; thence S00°04'09"W a distance of 1950.01 Ft.; thence N89°59'11"W a distance of 460 Ft.; thence N00°00'49"E a distance of 315.58 Ft. to a point of curve having a radius of 300 Ft., a Delta Angle of 38°02'45"; thence along said curve to the left a distance of 199.21 Ft.; thence N38°01'56"W a distance of 607.12 Ft. to a point of curve having a radius of 250 Ft., a Delta Angle of 38°27'15"; thence along said curve to the left a distance of 167.79 Ft.; thence N76°29'11"W a distance of 308.14 Ft.; thence N13°30'49"E a distance of 290 Ft.; thence N76°29'11"W a distance of 50 Ft.; thence N13°30'49"E a distance of 120 Ft.; thence N76°29'11"W a distance of 280 Ft.; thence N00°00'49"E a distance of 336.69 Ft.; thence N89°55'32"E a distance of 1545.17 Ft. to the point of beginning.

Tract contains 43.29 acres.

Developer does hereby certify that Developer has caused the Property to be surveyed, staked and platted into blocks, lots, streets, easements, park, detention areas, and right-of-ways, in conformity with the recorded Plat, and Developer does hereby adopt the same as the Plat of the Property, and names and designates the Property as Renaissance Park III, (hereinafter "Addition"), a subdivision in Wagoner County, State of Oklahoma.

STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

Developer does hereby dedicate for public use all streets and avenues as shown and designated on the Plat of the Property, and Developer does further dedicate for public use the easements as shown and designated on said Plat for the several purposes of constructing, installing, maintaining, repairing, operating, and/or removing and replacing any and all public utilities, including but not limited to, drainage and storm sewers, sanitary sewers, telephone lines, electric power lines and transformers, gas lines, and water lines, together with all fittings and equipment for each of such facilities, including but not limited to, wires, poles, conduits, pipes, valves, meters, and such other necessary or convenient appurtenances thereto, with the right of ingress and egress, in and to said easements for the uses and purposes aforesaid; provided, however, the Developer, its grantees, successors and assigns, hereby reserves the right to construct, install, maintain, operate, lay and relay water lines, sewer lines, gas lines and drainage swales, together with the right of ingress and egress, over, across, under and through all such easement areas shown on said Plat, both for the purposes of furnishing water, gas, sewer and/or drainage services to the area included in said Plat, and to other areas not included within the Plat.

B. STORM SEWER

1. Wagoner County or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all storm sewer easements for the purpose of installing, maintaining, removing or replacing any portion of the underground storm sewer system.

2. No permanent fence, permanent wall, permanent building, or permanent structure which would cause an obstruction shall be placed or maintained in the storm sewer easement area, and any construction activity which would interfere with the storm sewer system shall be prohibited.

3. Wagoner County or its successors, shall be responsible for ordinary maintenance of the public storm sewer system, but the Owner of each Lot will pay for damage or relocation of such system caused or necessitated by acts of the Owner of each Lot or his agents or contractors.

4. The Owner of each Lot shall be responsible for the protection of the storm sewer located on their Lot and shall prevent the alteration of grade or any construction activity which may interfere with said storm sewer. Within the utility easement areas depicted on the accompanying Plat, the alteration of grade from the contours existing upon the completion of the installation of the storm sewer, or any construction activity which would interfere with the storm sewer, shall be prohibited.

5. The foregoing covenants concerning the public storm sewer system shall be enforceable by Wagoner County, or its successor, and the Owner of each Lot agrees to be bound hereby.

C. LIMITS OF NO ACCESS

The undersigned Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to East 31st Street South and South 209th East Avenue within the bounds designated as "Limits Of No Access" (L.N.A.) as shown on the attached Plat, which Limits of No Access may be modified, amended, or released by the concurring approval of Wagoner County, or its successor, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.

The foregoing covenant concerning Limits of No Access shall be enforceable by Wagoner County, and the Owner of each Lot agrees to be bound hereby.

D. UNDERGROUND SERVICE

1. Overhead lines for the supply of electric, telephone, and cable television service may be located along the North and East boundary of the Addition if located within the public and/or utility easements herein established. Street light poles or standards shall be served by underground cable, and elsewhere throughout the Addition all supply lines including electric, telephone, cable television and gas lines shall be located underground in the easements dedicated for general utility services and in the rights-of-way of the public streets, as depicted on the accompanying Plat. Service pedestals and transformers as sources of supply at secondary voltages, may also be located in easement-ways.

2. Underground service cables to all structures which may be located on all Lots in the Addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon each said Lot; provided that upon the installation of such a service cable to a particular structure, the suppliers of electric or communication service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said Lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said structure.

3. The supplier of electric, telephone, cable television and gas services, through its agents and employees, shall at all times have right of access to all easement-ways shown on the Plat or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas facilities installed by the supplier of the utility service.

4. The Owner of each Lot shall be responsible for the protection of the underground service facilities located on their Lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television or gas facilities. The supplier of service shall be responsible for ordinary maintenance of underground facilities, but the Owner of each Lot shall pay for damage or relocation of such facilities caused or necessitated by acts of the Owner of each Lot or his agents or contractors.

5. The foregoing covenants set forth in this paragraph D shall be enforceable by the supplier of the electric, telephone, cable television or gas service and the Owner of each Lot agrees to be bound hereby.

E. WATER, SEWER AND GAS SERVICE

1. Each supplier of water, sewer, or gas service through its agents and employees shall at all times have right of access to all easements shown on said Plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing a portion of the underground facilities installed by the supplier of service.

2. The Owner of the Lot shall be responsible for the protection of the underground facilities located on their Lot, and shall prevent the alteration of grade or any construction activity which would interfere with the facilities. The supplier of service shall be responsible for ordinary maintenance of the underground facilities, but the Lot Owner shall pay for damage or relocation of such facilities caused or necessitated by the acts of the Owner of the Lot or his agents or contractors.

3. The restricted water line easement (RW/E) shown in the Plat is hereby established for and restricted to the use of the Wagoner County Rural Water, Sewer, Gas and Solid Waste Management District No. 4, its successors and assigns, for water line construction, operation and maintenance; however, other utilities are granted the use of this easement for crossing access to their facilities.

4. Wagoner County Rural Water, Sewer, Gas and Solid Waste Management District No. 4 or its successors and assigns, shall be responsible for the ordinary maintenance of public water mains, but the Lot Owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the Lot Owner, his agents or contractors.

5. Green Country Sewer Company or its successors and assigns, shall be responsible for the ordinary maintenance of public sewer mains, but the Lot Owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the Lot Owner, his agents or contractors.

6. Wagoner County Rural Water, Sewer, Gas and Solid Waste Management District No. 4 and Green Country Sewer Company or their successors and assigns, through their proper agents and employees, shall at all times have a right of access with their equipment to all such easements shown on said Plat, or provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of their respective underground facilities.

7. The Owner of the Lot shall be responsible for the repair of damage to landscaping and paving occasioned by necessary maintenance or repair of the public water or sewer facilities within the easement areas; provided, however, the Wagoner County Rural Water District No. 4 and Green Country Sewer Company shall use reasonable care in the performance of such activities.

8. The foregoing covenants set forth in this paragraph E shall be enforceable by the Wagoner County Rural Water, Sewer, Gas and Solid Waste Management District No. 4 and Green Country Sewer Company or their successors and assigns, and the Owner of each Lot agrees to be bound hereby.

F. SURFACE DRAINAGE

Each Lot shall receive and drain, in an unobstructed manner, the storm and surface waters from Lots and drainage areas of higher elevation and from public streets and easements. No Lot Owner shall construct or permit to be constructed any fencing or other obstruction, which would impair the drainage of storm and surface waters over and across his Lot. The foregoing covenants set forth in paragraph F shall be enforceable by any affected Lot Owner or Wagoner County, Oklahoma.

G. PAVING AND LANDSCAPING WITHIN EASEMENTS

The Owner of the Lot affected shall be responsible for the repair of damage to landscaping and paving occasioned by the necessary maintenance of water, sewer, storm sewer, natural gas, communication, cable television or electric facilities within the utility easement area depicted upon the accompanying Plat, provided, however, the supplier of the utility service shall use reasonable care in the performance of such activities.

H. DRAINAGEWAY

The area designated on the accompanying Plat as "Drainageway" is hereby established by grant of the Developer as a perpetual easement for the common use and benefit of the various Lots within the Addition for the purpose of constructing and maintaining storm water drainageway facilities. Ownership of the drainageway shall be vested in the Renaissance Park Homeowner's Association, Inc. (hereinafter "Association"). The drainageway facilities shall be maintained in accordance with the following minimum standards:

1. Banks and side slopes shall be maintained in a clean condition.
2. Grades and slopes of banks shall not be altered.
3. Grass areas shall be mowed as needed.
4. Concrete appurtenances shall be maintained in good condition.
5. The area within the easement shall be kept reasonably free of debris, silt, or any obstructions.

It shall be the duty of the Association to maintain the drainageway and facilities.

In the event the Association should fail to properly maintain the drainageway easement areas and facilities, then Wagoner County, or its designated contractor, may enter the drainageway easement areas and perform maintenance necessary to the achievement of the intended drainage, and the cost thereof shall be paid by the Association.

In the event the Association fails to pay the cost of maintenance after completion of the maintenance and receipt of a statement of cost, Wagoner County may file of record a copy of the statement of cost, and thereafter the costs shall be a lien against each of the Lots within the Addition: PROVIDED, HOWEVER, the lien against each Lot shall not exceed its proportionate share, based on the total number of Lots in the Association, of the Association's cost of maintenance. A lien established shall be subordinate to the lien of any first mortgage filed of record.

I. OVERLAND DRAINAGE EASEMENT

The areas designated on the accompanying Plat as "Overland Drainage Easement" are hereby established by grant of the Developer as a perpetual easement for the common use and benefit of the various Lots within the Addition for the purpose of constructing and maintaining overland storm water drainage facilities. Maintenance of the Overland Drainage Easement's shall be vested in the Renaissance Park Homeowner's Association, Inc. (hereinafter "Association"). The Overland Drainage Easement's facilities shall be maintained in accordance with the following minimum standards:

6. Grass areas shall be mowed as needed.
7. Concrete appurtenances shall be maintained in good condition.
8. The area within the easement shall be kept reasonably free of debris, silt, or any obstructions.
9. No fence, structure or other obstruction shall be allowed on, over or across the Overland Drainage Easement.

It shall be the duty of the Association to maintain the Overland Drainage Easement and facilities.

In the event the Association should fail to properly maintain the Overland Drainage Easement areas and facilities, then Wagoner County, or its designated contractor, may enter the Overland Drainage Easement areas and perform maintenance necessary to the achievement of the intended drainage, and the cost thereof shall be paid by the Association.

In the event the Association fails to pay the cost of maintenance after completion of the maintenance and receipt of a statement of cost, Wagoner County may file of record a copy of the statement of cost, and thereafter the costs shall be a lien against each of the Lots within the Addition: PROVIDED, HOWEVER, the lien against each Lot shall not exceed its proportionate share, based on the total number of Lots in the Association, of the Association's cost of maintenance. A lien established shall be subordinate to the lien of any first mortgage filed of record.

J. WALKWAYS

The Walkway Areas as shown on the Plat of the Addition are designed for the use of the Addition Lot Owners, occupants and their guests. Ownership of said walkways shall be vested in the Association. It shall be the duty of the Association to maintain the walkways and all appurtenances.

K. DURATION

Developer, for the purpose of providing an orderly and uniform plan of development for the Addition and for ensuring adequate conditions, restrictions and protective covenants to preserve the character of the Addition for the mutual benefit of Developer, and its grantees, successors and assigns, does hereby declare and establish the following conditions, restrictions, protective covenants and reservations of easements set forth hereinbelow, which are made for the use and benefit of each person accepting a conveyance thereof either directly from Developer or from any of Developer's grantees, successors and assigns, and such persons shall take the same subject to such conditions, restrictions and protective covenants, and by accepting such conveyance shall be deemed to have assented thereto and shall be entitled to all of the benefits and shall assume all of the responsibilities thereof. The conditions, restrictions and protective covenants set forth herein shall run with the land and shall be binding upon the Property and all Lot Owners claiming under them until ten (10) years from the recording date hereof and such conditions, restrictions and protective covenants shall be automatically extended and renewed for successive periods of ten (10) years each thereafter, unless prior thereto, the Owners of two-thirds (2/3rds) of the Lots, by written declaration, signed and acknowledged by them and recorded in the office of the County Clerk for Wagoner County, Oklahoma, cause such conditions, restrictions and protective covenants, or any of them, to be altered, amended or terminated; provided, the Developer reserves the right, in Developer's sole discretion and without joinder of any other Lot Owner, at any time prior to the Turnover Date as defined hereinbelow, to amend, revise or terminate any one or more of the said conditions, restrictions and protective covenants by written declaration, signed and acknowledged and recorded in the office of the County Clerk for Wagoner County, Oklahoma. All or any part of the rights and powers (including any discretionary powers and rights) reserved by or conferred upon Developer by this Declaration may be assigned or transferred by Developer to any successor Developer of all or any part of the Property, or to the Association or any Architectural Committee composed of the Lot Owners. Any such assignment or transfer shall be evidenced by an appropriate written instrument recorded in the office of the County Clerk of Wagoner County, Oklahoma, and upon recordation thereof the grantee or grantees of such rights and powers shall thereafter have the right to exercise and perform all of the rights and powers reserved by or conferred upon Developer by this Declaration.

Developer does hereby declare that the Property shall be held, sold and conveyed subject to the Covenants, Conditions, Restrictions and Easements set forth herein. Each conveyance of a Lot or of any interest in a Lot, shall be deemed to be subject to this Declaration, whether or not the deed conveying the Lot shall so state.

COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE I

DWELLING AND LOT IMPROVEMENTS

1.1 Dwellings. Unless waived by the Developer in writing the following standards shall apply to all dwellings in the Addition:

A. Exterior Walls. The exterior walls of the dwelling erected on any Lot shall be of at least 90% brick, stone, or stucco to the top plate of the first floor; provided, however, that the area of all windows and doors located in exterior walls shall be excluded in the determination of the area of exterior walls, and further provided that where a part of the exterior wall is extended above the interior

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