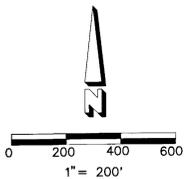


# PERSIMMON ESTATES

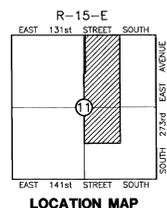
A SUBDIVISION A PART OF THE W/2 OF THE NE/4 AND THE NW/4 OF THE SE/4 OF SECTION 11, T-17-N, R-15-E OF THE I. B. & M., WAGONER COUNTY, STATE OF OKLAHOMA

ADDITION HAS 24 LOTS IN 2 BLOCKS AND CONTAINS 118.0600 ACRES MORE OR LESS.

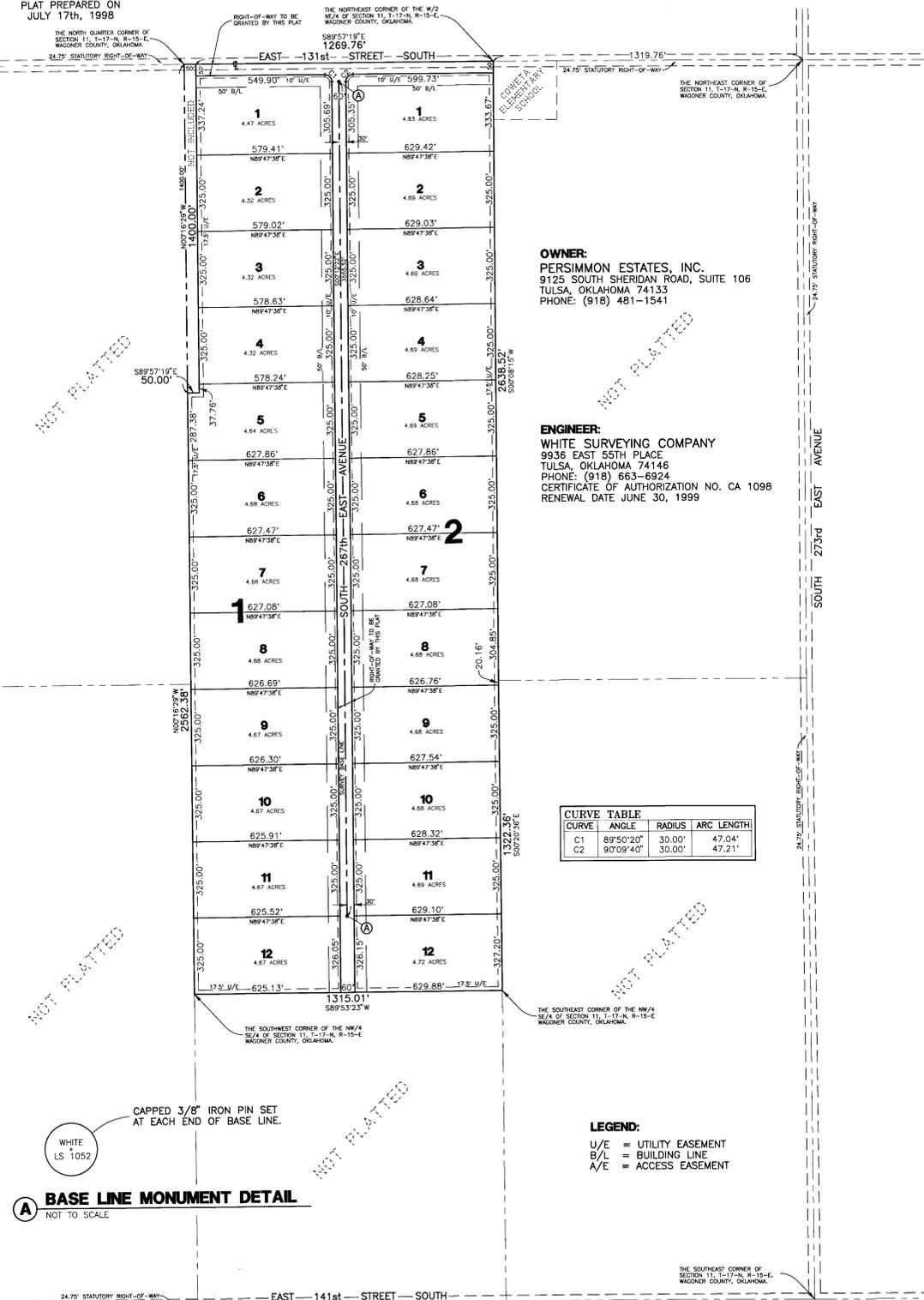


PLAT PREPARED ON JULY 17th, 1998

THE NORTH QUARTER CORNER OF SECTION 11, T-17-N, R-15-E, WAGONER COUNTY, OKLAHOMA.



LOCATION MAP



**OWNER:**  
PERSIMMON ESTATES, INC.  
9125 SOUTH SHERIDAN ROAD, SUITE 106  
TULSA, OKLAHOMA 74133  
PHONE: (918) 481-1541

**ENGINEER:**  
WHITE SURVEYING COMPANY  
9936 EAST 55TH PLACE  
TULSA, OKLAHOMA 74146  
PHONE: (918) 663-6924  
CERTIFICATE OF AUTHORIZATION NO. CA 1098  
RENEWAL DATE JUNE 30, 1999

CURVE	ANGLE	RADIUS	ARC LENGTH
C1	89°50'20"	30.00'	47.04'
C2	90°09'40"	30.00'	47.21'

**LEGEND:**  
U/E = UTILITY EASEMENT  
B/L = BUILDING LINE  
A/E = ACCESS EASEMENT

## PERSIMMON ESTATES DECLARATION OF COVENANTS AND RESTRICTIONS

Known all persons by these presents that Persimmon Estates, Inc., hereinafter known as the "grantor" is the owner of the following described real estate situated in Wagoner County, State of Oklahoma, more particularly described as follows, to-wit:

The West Half (W/2) of the Northeast Quarter (NE/4) of Section Eleven (11), Township Seventeen (17) North, Range Fifteen (15) East, of the Indian Meridian, Wagoner County, State of Oklahoma, LESS a strip or parcel of land more particularly described as follows: Beginning at the Northwest corner of the Northeast Quarter (NE/4) of said Section 11; Thence South 1,400 feet along the West side of the NE/4; Thence East 50 feet; Thence North 1,400 feet parallel to the West line of the Northeast Quarter (NE/4) to the North line of said Northeast Quarter (NE/4); Thence West 50 feet to the Point of Beginning.

AND

The Northwest Quarter (NW/4) of the Southeast Quarter (SE/4) of Section 11, Township Seventeen (17) North, Range Fifteen (15) East of the Indian Meridian, Wagoner County, State of Oklahoma

and has caused the above described land to be surveyed, staked and platted as shown by the accompanying plat, which is made a part hereof and has designated the subdivision as "Persimmon Estates" an addition to Wagoner County, State of Oklahoma

Now, therefore, the grantor dedicates for public use the streets as shown on said plat; the grantor does further dedicate for public use the easements and the rights-of-way as shown for the several purposes of constructing, maintaining, operating, repairing, and removing or replacing any and all public utilities, including telephone lines, power lines and transformers, gas lines and water lines, and cable television lines, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other such appurtenances thereto with the right of ingress and egress to and upon such easements and rights-of-way for the uses and purposes aforesaid.

Further, the grantor, for the purpose of providing orderly development of the property above described (hereafter referred to as Persimmon Estates), and for purpose of insuring adequate restrictions for the mutual benefit of the undersigned grantor, its successors, grantees and assigns, does hereby impose the following restrictions and covenants, which shall be enforceable by the owners of lots within Persimmon Estates:

- A. Easements for the installation and maintenance of utilities and drainage facilities are dedicated as shown on the recorded plat. Within these easements, no structures shall be placed or permitted to remain which may damage or alter the direction of flow of drainage in the easements, the easement area of the lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which public authority, association of property owners, or utility company is responsible. Owners also grant right of ingress and egress to and over, across and upon all of said easements.
- B. In connection with the installation of underground electric, telephone and cable television services, all of the lots and subject to the following:
  1. Overhead pole lines for the supply of electric service, telephone, and cable television service may be located along the perimeter or roadway of the subdivision. All supply lines shall be located underground in the easement ways reserved for general utilities and streets shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may be also located in such easement ways.
  2. Underground service cables to all homes may be located on all lots in the subdivision. Said underground service cables may be run from the nearest pedestal, transformer, or pole to the point of connection as determined by the location and construction of such homes located upon each said lot. Provided that upon the installation of such a service cable to a particular building, the supplier of electric service, telephone or cable television shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on each 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 building.
  3. The supplier of electric, telephone, and television service, through their proper agents and employees shall at all times have the right of access to all such easement ways shown on the plat, or provided for in this dedication for the purpose of installing, maintaining, removing, or replacing any portion of said underground electric, telephone or cable television service so installed by it.
  4. The owner of each lot shall be responsible for the protection of the underground electric, telephone and cable television facilities located on his property and shall

- prevent the alteration of grade or any construction activity which may interfere with said electric, telephone and cable television facilities. The utility companies will be responsible for the installation and maintenance of underground electric, telephone or cable television facilities, but the owner will pay for the damage or relocation of such facilities caused or necessitated by acts of the owner or its agents or contractors.
- 5. The foregoing covenants concerning underground electric, telephone and cable television facilities shall be enforceable by the supplier of electric, telephone and cable television service, and the owner of each lot agrees to be bound thereby.
- C. The minimum building set-backs for dwelling units shall be as follows:
  - front yard -- fifty feet (50')
  - side yards -- fifteen feet (15')
  - rear yard -- twenty-five feet (25')
 (except where the easements are greater)
- The minimum building set-backs for barns and out-buildings shall be as follows:
  - front yard -- one-hundred feet (100')
  - side yards -- fifteen feet (15')
  - rear yard -- twenty-five feet (25')
 (except where the easements are greater)
- D. Lot use restrictions:
  1. All of the lots located in Persimmon Estates shall be designated for residential purposes only.
  2. No lots in this addition shall be used for storage of wrecked, unlicensed or dismantled cars or trucks, or any type of junk items unless stored inside a building and kept out of sight.
  3. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage and/or other waste. Rubbish, trash, garbage and/or other waste shall be kept only in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Bar ditches shall not be used to burn trash and shall be kept free of dirt and debris. The owner shall be responsible for keeping weeds and grass mowed on lots. If weeds or grass become 12 inches tall and are not mowed, Persimmon Estates, will mow the land and the owner will pay the expense of mowing.
  4. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance for nuisance to the neighborhood.
  5. Trucks or equipment parked on lots in this addition shall be limited to a number as not to create a neighborhood nuisance or become unsightly. Trucks or equipment are not to be parked on road rights-of-way.
  6. No inoperable or junk motor vehicles, boats, trailers, shall be kept on any lot. All operative boats, trailers, shall be kept to the back of a dwelling.
  7. The construction of advertising boards and/or structures on any lot is prohibited, except that billboard advertising the sale or rental of such property shall be permitted provided it does not exceed three (3) feet square in size.
- E. Dwelling unit restrictions:
  1. This property is restricted to no more than one single family dwelling per lot, containing not less than 1,800 square feet (single story) or 2,100 square feet (two story).
  2. Any construction to any residence (add-ons, porches, etc.) shall be constructed in a neat, professional-like manner and must be completed on a timely basis. The construction of any outlying building (garages, barns, shed, etc.) must be completed in a timely manner. No temporary building shall be erected on any lot in this addition.
  3. No tent, basement, garage, shack, barn, or other out-building of similar structure shall be used as a residence on said property. Buildings or fences erected on any lot shall be built in a neat, professional-like manner, completed on a timely basis, and shall be

- maintained by the owner.
- 4. No "used" homes shall be moved into any lots in this addition.
- 5. All Dwellings units shall have a minimum of 30% masonry facade (computation for two story dwellings shall be based on first floor plate line).
- 6. Roofing colors shall be either weathered wood or hunter green.
- 7. No exposed concrete stairwells shall be permitted.
- F. Accessory and out-buildings:
  - All buildings must be neat in appearance and must be placed to the rear of the dwelling.
- G. Livestock restriction:
  - No commercial livestock activity shall be permitted on any lot in Persimmon Estates.
- H. Driveways:
  - Any purchaser of a lot through a contract for deed or an owner of a lot, both referred to as "owners" herein, with the exception of Declarant or its successors or assigns, shall install and maintain a gravel or paved driveway from the dedicated roadway to the dwelling and shall install a drainage culvert through the driveway adjacent to the dedicated roadway which meets or exceeds Wagoner County specifications.
- I. Septic systems:
  - No person(s) may reside on any lot not serviced by a sewage disposal system approved by the Oklahoma Department of Environmental Quality.
- J. Enforcement, duration and severability:
  1. These covenants shall run with the land and shall be binding to all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants automatically extend for consecutive periods of the (10) years unless an instrument signed by the majority of the owners of the lots has been recorded, agreeing to change said covenants in whole and/or in part.
  2. If any lot owner or their heirs, personal representatives, successors, or assigns, shall violate, or attempt to violate, any of these covenants or restrictions, it shall be lawful for Declarant or any owner of any of the lots in said subdivision to institute such proceeding in law or equity against the person or persons so violating said covenants or restrictions to either restrain or enjoin the violation, or, to recover damages for violation thereof.
  3. Invalidation of any restriction set forth herein or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions or any part thereof set forth herein, which shall remain in full force and effect.

State of Oklahoma )  
County of Tulsa )

Before me, a notary public in and for said County and State on this 6th day of August, 1998, personally appeared Tom A. Haynes, personally known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the purposes therein set forth.

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

*Delicia J. Copeland*  
notary public

my commission expires June 22, 2002

**DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL**

I certify that I have approved the application and plan for a plat of Persimmon Estates which is on file at the Wagoner office of the Department of Environmental Quality, and hereby approve this plat for the reason that all lots are 2.5 acres or greater. Note: Once plat approval has been obtained from the Department of Environmental Quality, no major soil modification may occur in an area designated for septic-system disposal.

Date: 8-11-98 *Signed: Rick Austin*  
Rick Austin, Environmental Specialist Supervisor  
Oklahoma Department of Environmental Quality

**TREASURER'S CERTIFICATE**

*Mary Sue Tealder*  
The undersigned County Treasurer of Wagoner County, Oklahoma, hereby certifies that there are no taxes due or unpaid on the above described property.

Date: 8-7-98  
*Mary Sue Tealder*  
Mary Sue Tealder

**ACCEPTANCE OF DEDICATION BY COUNTY COMMISSION BOARD**

Be it resolved by the Board of County Commissioners of Wagoner County, that the dedications shown on the attached plat of PERSIMMON ESTATES  
A subdivision of a part of the NE/4 and the NW/4 of the SE/4 of Section Eleven (11), Township Seventeen (17) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, are hereby accepted.

Approved:  
the Board of County Commissioners

*D.B. Hargrove*  
D.B. Hargrove  
*Alan Farley*  
Alan Farley  
*Mike Coode*  
Mike Coode

Wagoner County Clerk  
Wagoner County Planning Commission  
*Jerry Fields*  
Jerry Fields  
*Granda Robertson, Clerk*  
Lee Scott, Chairman