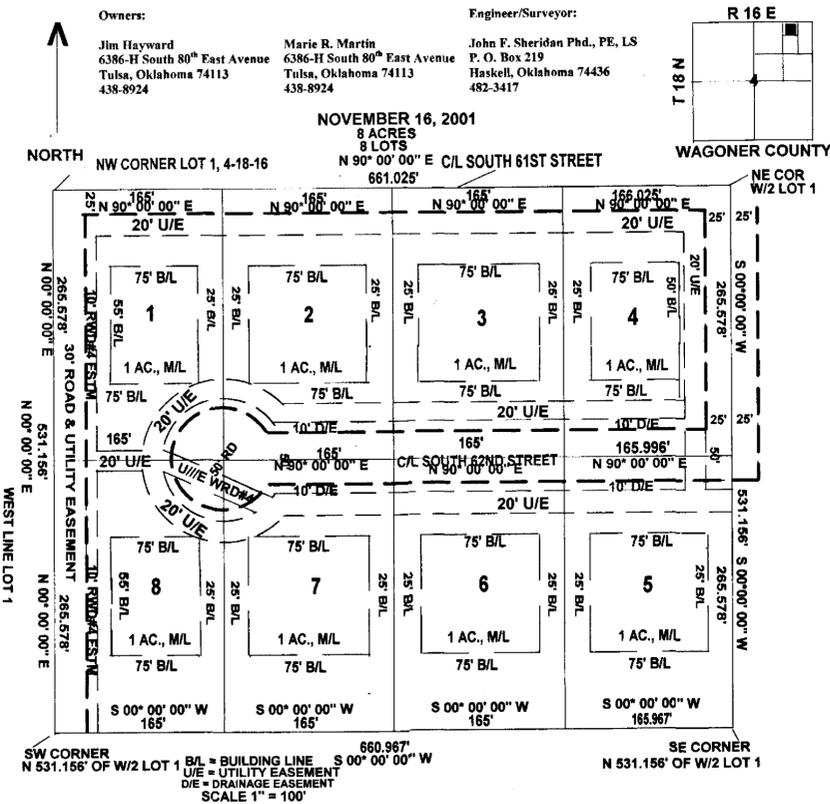


T & J ESTATES

The North 531.156 feet of the W/2 of Lot 1, Section 4, Township 18 North, Range 16 East of the IB&M, Wagoner County, Oklahoma.



DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS FOR

T & J ESTATES

A Subdivision in Wagoner County, Oklahoma

This declaration dated _____, by James A. Hayward and Marie R. Martin, (the "Declarant").

NOW THEREFORE, the Declarant owns a tract of land approximately 8 acres, more or less, located in Wagoner County, Oklahoma. Described as:

The North 531.156 feet of the W/2 of Lot 1, Section 4, Township 18 North, Range 16 East of the IB&M, Wagoner County, Oklahoma.

and shown on the Subdivision Plat entitled "T & J ESTATES", RECORDED in plat book _____ at page _____ of the office of the County Clerk of Wagoner County, Oklahoma.

The Declarant dedicates to the Public for use forever, utility easements and street easement rights-of-way as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all the public utilities, including the storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines, and water lines, cable television, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress and egress to said easements and right-of-ways for the uses and purposes of aforesaid, together with similar rights in any and all of the streets shown on said plat. The dedication of utility water easement(s) is restricted to water service from Rural Water, Sewer, Gas, Solid Waste Management District No. 4, Wagoner County. The Declarant has caused the property to be surveyed, platted and staked into lots. The subdivision, T & J ESTATES will have public streets. The Declarant hereby gives the Public egress and egress, through easement(s) to the public for use of all streets shown on the Subdivision Plat.

The Declarant desires to subject the Property and Lots located therein, to the covenants, conditions and restrictions set forth below which are for the purpose of protecting the value and desirability of the Property and the Lots. The Declarant shall cause to be established and incorporated the T & J ESTATES HOMEOWNERS ASSOCIATION. ("The Association"). The Association shall have the power and obligation to enforce the covenants, conditions and restrictions and shall distribute among the Lot Owners the cost of maintaining and operation roads and entries located within the Property, and improvements constructed thereon and for the general administration of the Association.

A. UTILITY EASEMENTS

As stated above the undersigned owner further dedicates to the Public for use forever, easements and street rights-of-way as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all the public utilities, including the storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines, and water lines, cable television, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress and egress to said easements and right-of-ways for the uses and purposes of aforesaid, together with similar rights in any and all of the streets shown on said plat. The dedication of utility water easement(s) is a restricted water service to Rural Water, Sewer, Gas, Solid Waste Management District No. 4, Wagoner County.

B. ELECTRIC SERVICE, TELEPHONE AND CABLE TELEVISION SERVICE

In connection with the installation of underground electric, telephone and cable television services, all of the lots are subject to the following:

Overhead pole lines for the supply of electric, telephone and cable television service may be located along the inner roads of the sub-division. Street light poles or standards may be served by underground cable, and elsewhere throughout the Addition all supply lines may also 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.

Underground service cables to all houses which may be located on all lots in said Addition may be run from the nearest power pole, service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric service and of cable television 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 house.

The supplier of electric, telephone and cable 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 purposes of installing, removing, or replacing, or replacing any portion of said underground electric facilities or cable television so installed by it.

The owner shall be responsible for the protection of the underground service facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. The Company will be responsible for ordinary maintenance of underground electric facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or its agents or contractors.

The foregoing covenants concerning underground electric, telephone and cable televisions 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. WATER, SEPTIC SYSTEMS, OVERLAND DRAINAGEWAY, WALL FENCE AND SIGN EASEMENT

A. WATER

a. All Waterlines shall be placed in a waterline easement dedicated exclusively to Wagoner County Rural Water, Sewer, Gas and Solid Waste Management District #4. (WCRWGSWMD#4).

b. The owner of each lot shall be responsible for the protection of the public water mains located on his lot and shall prevent the alteration of grade in excess of three (3) feet from the original contours or any construction activity which may interfere with said public water mains facilities. Said alteration of grade restrictions shall be limited to easement areas.

c. WCRWGSWMD#4. or its successors will be responsible for ordinary maintenance of public water mains facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

d. WCRWGSWMD#4. and its successors, through its proper agents and employees, shall at all times have provided for in the Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground water and sewer facilities.

e. Pavement or landscape repair within restricted water line, or utility easements as a result of water or sewer line repairs due to breaks and failures shall be borne by the owner(s) of the lot(s)

f. The foregoing covenants concerning the water facilities shall be enforceable by Water District No. 4 or its successors, and the owner of the lot agrees to be bound hereby.

B. SEPTIC TANKS

Within this subdivision, sewerage is initially intended to be disposed of by individual septic tank disposal systems which are subject to regulation by the Wagoner County Office of the Oklahoma DEQ.

The approval and release of the plat of this subdivision does not constitute a guaranty or warranty that each septic tank system will function properly.

No septic system shall be installed within any lot until the plans therefor have been submitted to and approved by the Wagoner County Office of the Oklahoma DEQ and a permit duly issued.

Subsequent to installation of the septic system, no drive, paving, swimming pool, or building shall be constructed over the area of the lot containing the septic system lateral lines.

C. OVERLAND DRAINAGEWAY

In connection with the provisions for overland drainage, retention, storage, and storm sewer, this The area designated on the accompanying plat as overland drainage and storm sewer easement is hereby established by grant of the owners as a perpetual restrictive easement for the purpose of permitting the flow, conveyance, retention and storage, and discharge of storm water runoff from the various lots within this subdivision and from properties outside this subdivision. Drainage facilities constructed in said restrictive drainage way areas should be in accordance with the following standards prescribed by the Planning Commission of the County of Wagoner:

- Banks and side slopes shall be maintained in their present condition.
- Grades and slopes of banks shall not be altered in any way.
- Grass areas shall be mowed (in season) at regular intervals not to exceed 4 weeks.
- Concrete appurtenance shall be maintained in good condition and replaced if damaged.
- Area within easements shall be kept free of debris. No fence(s) across detention area.

Said restrictive drainage way area and facilities shall be maintained by the lot owners of this subdivision at their cost in accordance with standards prescribed by the Storm water Management Department of the Planning Commission of the County of Wagoner. In the event said lot owners should fail to adequately and properly maintain said drainage way area and facilities the Planning Commission of the County of Wagoner or its designated contractor may enter upon said area, perform said maintenance, and the cost of performing said maintenance shall be paid by said lot owners proportionately on the basis of ownership. No fence, wall, planting, building, or other obstruction may be placed or maintained in such restrictive drainage way areas.

D. WALL, FENCE AND SIGN EASEMENT

An entrance Wall, (Gate) and/or signs indicating the name T & J ESTATES may be located where deemed necessary by the Developer.

RESTRICTIONS AND COVENANTS

WHEREAS, the Owners desire to establish restrictions for the purpose of providing an orderly development and to insure adequate restrictions for the mutual benefit of the owners, their successors and assigns.

THEREFORE, the Owners do hereby impose the following restrictions and covenants, which shall be covenants running with the land, and shall be binding upon the Owners, their successors and assigns:

A. Use of Land

1. All lots shall be known and described as residential lots and shall be used for single-family residences or No travel trailer, tent, shack, garage, barn, outbuilding, or any other non-permanent type structures or vehicle shall be used for human habitation. No noxious, illegal, or offensive trade or activity shall be carried on upon any lot, nor shall any trash, ashes, inoperative vehicles, or other refuse be thrown, dumped or stored upon any lot nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. All motor vehicles and recreational vehicles (including, boats, boat trailers, travel trailers, motor homes, 3 or 4 wheelers, or any other type of trailer) must be parked on gravel, blacktop, concrete and stored to the rear or side of the residence. No business, trade or commercial activity shall be carried on or upon any residential lot.

B. Single Family Residence Restrictions

1. Required Yards
2. All residences must be placed with the front door facing north and parallel to the north property line but not closer the 75 feet of the north property line of each lot.
3. No residence shall be placed within 75 feet of the south property line of each lot.
4. No residence shall be placed within 25 feet of any property line to the east or West Side of each lot. No residence on lots 1 or 8 shall be placed within 25 feet of the east line of the 30foot-road and utility easement that runs north and south through the western most 30 feet of these two lots.
5. Types of Structures
6. No singlewide manufactured home will be allowed.
7. No manufactured home five years or older will be allowed.
8. No manufactured home with metal siding or metal roof will be allowed.
9. No residence shall have a heated living area smaller 1120 square feet.
10. All manufactured homes must have at minimum a complete underpinned vinyl skirting or a complete underpinned masonry skirting. No other type of underpinning material is allowed. All eight built homes must have a complete masonry underpinned skirting if it is not built upon a concrete slab foundation.
11. Any garage built on the property shall be built consistent with the resident structure and built large enough to completely enclose at least one full size automobile, truck, or SUV. If it is attached to the resident structure it must be tied in using the same building materials as used on the resident structure a not to interfere with the uniformity of the entire resident structure. It must be built within the same required area as specified in item 1 above (Required Yards).
12. All residences must be built upon and attached to a permanent type foundation.
13. All structures must be built to the prevailing code.
14. Off Street Parking, Fencing, Sewage Disposal Systems, Outbuildings or Barns, and Animals.
15. Off street parking is required for all residences and must be constructed with an all element weather type surface and run from the roadway or roadway easement to one side of the residence or garage and provide a parking surface for a least two full size vehicles.

Any fencing shall be consistent with a residential atmosphere and of new construction. It shall not be built on nor interfere with access to any road or utility easements. All yard fences built north of the residence and running parallel to the north property line and

1. running parallel to the east and west property lines shall not exceed a height of 48 inches and shall be constructed of a decorative nature, such as wood, brick, chain link, stone, stucco, or wrought iron. All other fences constructed south of the residence may not exceed a height of six feet. No chicken wire, farm wire, barbed wire, etc. shall be constructed at all.
- (c) Individual sewage disposal systems on each lot must conform to minimum Department of Environmental Quality regulations and shall be constructed and maintained in accordance with the recommendations specified as a result of a percolation test.
- (d) Newly constructed outbuildings and barns are allowed but may only be placed or constructed behind the most southerly point of any residence and may not be constructed within 25 feet of any property line, easement line, and or residence. No outbuilding or barn shall be larger the one half the size of the residence on which lot it is placed.
- (e) No farm animals (horse, cow, goat, sheep, pig, chickens, etc.) shall be raised, bred or kept on any lot, except for a total of 3 household pets and the suckling young of such pets; provided that no more than three adult dogs shall be maintained on any lot. All animals must be fenced in or kept on a leash. No animal shall be bred or maintained for commercial purposes. No animal shall be permitted on any lot, which does not contain a dwelling to be used as a residence.
- (f) The entire lot shall be mowed and cleared at all times. No weed or grass taller than 8 inches shall be allowed.
- (g) Playground equipment such as swings, forts, trampolines, and pools of any kind shall be kept to the rear of the residence.
- (h) Lawn equipment, charcoal grills, lawn and patio furniture shall be kept to the rear of the property when not in use.

4. Sever ability

1. Invalidation of any restriction set forth herein or any part thereof by an order of Judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein, which shall remain in full force and effect. These covenants shall run with the land and shall be binding to all parties and persons claiming under them for a period of 30 years from the date of filing. Said covenants are automatically extended for consecutive periods of 10 years. However, with an instrument signed by 75% of the owners of the lots that have title by a valid recorded instrument, the covenants can be changed at anytime.

By _____

By _____

DECLARANTS
James A. Hayward and
Marie R. Martin

State of _____ §
County of _____ §

On this _____ day of _____, 2002, before me, a Notary Public, in and for said County and State, personally appeared James A. Hayward and Marie R. Martin, to me known to be the identical persons who signed their names of the makers thereof to the within and foregoing instrument as its makers, and acknowledged to me that they executed the same as their free and voluntary act and deed and as the 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.

My Commission Expires: _____

Notary

SURVEYOR'S CERTIFICATION

I, John F. Sheridan have surveyed the above noted property into Lots and do here state that said survey is correct to the best of my knowledge.

Witness my hand and seal this _____ day of _____, 2002

John F. Sheridan P.L.S. 345
Oklahoma Certificate of Authorization No. 813

CERTIFICATION OF THE OKLAHOMA 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 On-site sewer system on the _____ day of May, 2002

_____ date 5-3-02
Environmental Program Specialist
Oklahoma Department of Environmental Quality

CERTIFICATE OF WAGONER COUNTY PLANNING COMMISSION

I, Brenda Robertson, Director of the Wagoner County Planning Commission do here now certify that the proposed sub-division of T & J ESTATES has been processed through the Wagoner County Planning Commission with approval for acceptance.

_____ date
Brenda Robertson, Director, Wagoner County Planning Commission.

CERTIFICATE OF WAGONER COUNTY BOARD OF COMMISSIONERS

I, Mike Cooper, Chairman of the Board of Commissioners of the Wagoner County Board of Commissioner do here now approve the acceptance of T & J ESTATES as a sub-division of Wagoner County.

_____ date 5-3-02
Mike Cooper, Chairman of the Wagoner County Board of Commissioners

CERTIFICATE OF WAGONER COUNTY TREASURER

I, Mary Sue Tedder, do here now state that the taxes have been paid for the year 2001 and prior years for those properties here in listed to be designated as T & J ESTATES.

_____ date May 2, 2002
Mary Sue Tedder, Wagoner County Treasurer

CERTIFICATE OF WAGONER COUNTY CLERK

I, Jerry Field, the County clerk of Wagoner County do here now state that the sub-division called T & J ESTATES has been filed into the Wagoner County Records.

_____ date
Jerry Field, Wagoner County Clerk.