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Pinnacle Development, LLC
629 Harold Dr NE
Piedmont, OK 73078

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OWNER'S CERTIFICATE, DEDICATION AND RESERVATIONS OF PERSIMMON HILLS ADDITION, A RECORDED PLAT OF A TRACT OF LAND DESCRIBED AS A SUBDIVISION OF the Northwest Quarter (NW/4) of Section Twenty-four (24), Township Fourteen (14) North, Range Six (6) West of the Indian Meridian, Canadian County, Oklahoma, Less and Except a tract of land in the Northwest Quarter (NW/4) of Section Twenty-four (24) Township Fourteen (14) North, Range Six (6) West of the Indian Meridian, Canadian County, Oklahoma, more particularly described as follows: Beginning at the Northwest corner of said Northwest Quarter (NW/4); Thence N89°31'06"E (being the basis of bearing for this legal description) for a distance of 2648.41 feet to the Northeast corner of said Northwest Quarter; Thence S00°04'14"E on the East line of said Northwest Quarter for a distance of 657.88 feet; Thence S89°31'06"W for a distance of 2648.73 feet to the West line of said Northwest Quarter; Thence N00°02'35"W for a distance of 657.88 feet to the point of beginning.

Developer further certifies that it has caused said land to be surveyed into tracts of land, showing accurate dimensions of said Tracts, the private roadway and utility easement. The Developer hereby reserves for future dedication to the public said private roadway, as may be surveyed, and until such future dedication said roadway shall be the private roadway of the abutting property owners subject to an easement for access by the undersigned, their successors and assigns, to any holder of any easement for utility purposes or otherwise, and said roadway shall always be open to police, fire, and other official vehicles of all state, federal, county, and municipal agencies, and to other owners of property within a part of Persimmon Hills Addition.

In the event any of the terms and provisions of this document conflict with Exhibit "A", the terms and conditions of this document shall control.

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PROTECTIVE COVENANTS

For the purpose of providing an orderly development of all the Tracts included in Persimmon Hill Addition and for the purpose of providing restrictive covenants for the benefit of them and their successors in the title to the aforesaid Tracts the undersigned does hereby impose the following restrictions and reservations to which it shall be incumbent upon our successors in title to adhere, and all persons or entities, hereafter becoming an owner, either directly or through any subsequent transfers or in any manner whatsoever of any Tract, shall take hold, and convey same, subject to the following restrictions and reservations, which shall be deemed covenants running with the land, to-wit:

Pinnacle Development, LLC

629 Harold Dr NE

Piedmont, OK 73078

PRIVATE ROADWAY

1. It is expressly understood that the ingress and egress to all Tracts, except Lots 1 and 2 in Block 1 and Lots 1, 2, 3, 4, 5, and 6 in Block 2 in said Persimmon Hills Addition is by private roadway as shown on the recorded plat of said Addition, attached as Exhibit "A", which was created pursuant to the provisions of Title 11, Section 45-104(E) of the Oklahoma Statutes, and said roadway is not maintained by any governmental entity. A petition of at least sixty percent (60%) of the owners of the land by area in Persimmon Hills Addition to improve and dedicate said road easement for public use shall bind all of the then owners. The private roadway easement shall always be open to police, fire, and other official vehicles of all State, Federal, County, and City agencies.
2. Until such time as the private road easement is improved, dedicated for public use, and accepted by a governmental entity, the Association shall pay all costs of maintenance, repair, and/or surfacing of the private road easement. The necessity for the extent of any maintenance, repair, and/or surfacing required shall be determined by the Association. The Association shall be named the Persimmon Hills Addition Home, which shall be an unincorporated Association. Provided, the undersigned reserves the right to incorporate said Association. Provided further, by a majority vote, the Members of the Association may elect to incorporate.

ASSESSMENTS

3. Except for Tracts Lots 1 and 2 in Block 1 and Lots 1, 2, 3, 4, 5, and 6 in Block 2, which are not subject to assessments, the first annual assessment shall be due no sooner than one (1) year from the date of recording this Declaration, and thereafter as determined by the Association. The amount of assessment per Tract shall be uniform throughout Persimmon Hill Addition, but the assessment shall be prorated from the first year of ownership. The first annual assessment shall not exceed \$300.00 per Tract. The Association by majority vote and with consent of the Developer as long as the Developer owns any Tract in Persimmon Hill Addition, may change the

amount of the annual assessment as necessary for the maintenance, repair or surfacing of the private road easement and other Association expenses. Unpaid assessments shall become a lien against the Tract if not paid within thirty (30) days of the due date and shall also be deemed a personal obligation of the owner of that Tract. The Association may file a Notice of Lien against any Tract for which the dues remain unpaid for thirty (30) days and may foreclose such Lien in the same manner as a Mechanics and Materialman's Lien pursuant to Title 42 of the Oklahoma Statutes. In the event the Association retains legal counsel to collect unpaid dues and/or foreclose this Lien, the Association shall recover from the owner of the Tract all costs and attorney fees.

The Developer shall not be liable for the payment of any assessment for any vacant Tract owned by the Developer. With respect to any Tract upon which the Developer constructs improvements, the Developer shall be responsible for the payment of assessments from and after the time the construction of a residence is completed.

BUILDING RESTRICTIONS

4. No construction of any type shall commence, including but not limited to fences, outbuildings, residences, driveways, additions or alterations, on any of the Tracts until the plans, specifications and plot plan showing the location of such structure, have been approved in writing by the Building Committee, which shall consist of Pinnacle Development, LLC or its designee as long as Developer owns a Tract within the Addition. The approval or non-approval provided for herein shall be in the complete discretion of the Building Committee. The plot plan shall show the location of the structure with respect to the property and set back lines. Thereafter, the Association shall elect the Building Committee, which shall not consist of more than three (3) Members. The purpose of the Building Committee is to ensure construction to be in compliance with the provisions of this document and to be aesthetically consistent with other construction in the area.
5. All Tracts are hereby designated as residential Tracts, limited to construction of single family dwellings. No retail commercial activity shall take place on any Tract.
6. Residences constructed on any of the Tracts of Persimmon Hills Addition may not be constructed to exceed two (2) stories in height. All residences built in said addition shall have no less than 2,200 square feet of living area, with at least 2,200 square feet on the ground floor of any two story, excluding garages, porches, patios, basement and unheated storage rooms, eighty percent (80%) of the exterior of all homes shall be of brick or stone. Twenty percent (20%) may be lap siding or other material which blends with the exterior brick or stone or exterior walls. All residences shall have a minimum of a three (3) attached car garage. All construction shall be completed within twelve (12) months from the commencement of construction.
7. No building, or part thereof, including a carport, shall be located within seventy-five (75) feet of any roadway easement line, or within twenty-five (25) feet of the side property lines or within thirty (30) feet of the rear property line, unless special permission is given by the Building

Committee designated in paragraph three (3). The side property setback restrictions shall not apply to the boundary between contiguous Tracts under common ownership.

8. Under no circumstances shall motor homes, mobile homes, campers, or trailers be used as a dwelling on any Tract. No inoperable vehicle shall be stored on any Tract unless in an enclosed structure.
9. All fences shall be constructed in a good and workmanlike manner of wood boards, plastic, wrought iron, or vinyl material; and shall be artistic in design and shall not detract from the appearance of any adjacent structures. No fence shall exceed six (6) feet in height as measured from the high side of the ground. No fences can be constructed within the front yard area without the written consent of the Building Committee. No barbed wire or electric fence shall be allowed. No chain-link fence is permitted.
10. All mailboxes shall be constructed of brick and/or stone that matches the home's exterior brick and/or stone.
11. No existing erected building or structure to be used for residential purposes may be moved on to any Tract.
12. All homes erected in Persimmon Hills Addition shall be attractive in appearance. All Tracts and the improvements located thereon shall be constructed and maintained in a clean and attractive manner. This includes each Tract owner's responsibility to mow their respective Tract to the edge of the private roadway surface.
13. No garage or outbuilding on any Tract shall be used as a residence or living quarters.
14. Outbuildings must be permanent and constructed with pre-finished, painted, metal exterior finish or a material like that of the main dwelling. All outbuildings shall be finished and must color coordinate with the home.
15. All propane tanks shall be located underground or screened by fencing or landscaping so that they are not visible from any street or any other Tract within the Persimmon Hills Addition.
16. Driveways shall be constructed of gravel, ground asphalt, asphalt, or concrete.
17. No flat roofs are permitted. Metal, shake, and tile roofs are not allowed. Roofs on all residences are to be 300 pound per square or more of composition shingle.
18. All waste disposal systems shall be constructed in strict accordance with the requirements of the Oklahoma State Department of Health. Septic systems or aerobic systems are permitted if installed and maintained in accordance with the requirements of the Oklahoma State Department of Health. Lagoon systems are prohibited.

OTHER PROVISIONS

19. Developer reserves the right to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained in and on the areas indicated on Exhibit "A" as easements, sewer and other pipelines, conduits, poles and wires, and any other method of construction for performing any public, private or quasi-public utility or function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair or maintenance. Utilities are permitted in the private roadway easement and/or as reflected on Exhibit "A". In addition to any utility easements reflected on Exhibit "A" the Developer further reserves for its benefit and the benefit of its successors and assigns who are owners of Tracts within the Persimmon Hills Addition a five foot (5') easement for utilities along all boundaries of all Tracts in the Addition. Provided, the owner of any two adjacent Tracts shall have the option of vacating this reserved utility easement on both sides of the boundary line between those two adjacent Tracts so that this reserved utility easement would not interfere with the Owner's use of the adjoining Tracts including, but not limited to, the construction of improvements on the boundary line between said adjoining Tracts.
20. No re-arranging, re-subdividing or re-platting shall be allowed.
21. No trash, ashes, or other refuse may be thrown or dumped on any Tract. Upon completion of construction all unused construction materials shall be removed from the Tract.
22. No signs or billboards shall be permitted except those advertising the sale of such a Tract; provided that such signs shall not exceed six (6) square feet in area, except by written approval in advance from the Building Committee.
23. No farm animals are permitted on any Tracts with the exception of chickens. Farm animals include, but are not limited to sheep, alpacas, llamas, horses, goats, cattle, or pigs. Chickens are permitted as long as:
 - a. The premises (coop and run) where chickens are kept are maintained in a clean and sanitary manner
 - b. The coop and run where chickens are kept is fully enclosed
 - c. The coop and run where chickens are kept are screened by fencing or landscaping so that they are not visible from any street or any other Tract within the Persimmon Hills Addition
 - d. The maximum number of chickens is six (6)
 - e. No roosters are allowed
 - f. No slaughtering of chickens is allowed for sale
 - g. No other fowl are permitted
24. No property owner shall use any Tract or any portion of a Tract as a gun range or for target shooting purposes.
25. No property owner, utility company, or any other person shall place in any area a structure or other materials which may change or alter the water flow or drainage. Any drainage channel in

or outside of an easement shall be maintained by the Tract owner which abuts said drainage channel. In addition to existing drainage ways and the private roadway easement which can be used for drainage, the Developer reserves the right to construct or designate additional drainage ways.

26. Should the owner and/or tenants of any Tract violate any of the restrictive covenants and/or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions herein contained, after reasonable notice, then in such the Association or any owner of any Tract may institute legal proceedings to enjoin, abate, and/or correct such violation or violations and the owner of the Tract or Tracts permitting the violation of such restriction and/or conditions shall pay all attorney fees, court costs and other expenses necessarily incurred by the person instituting such legal proceedings. Said attorney fees shall be fixed by the Court, and attorney fees, court costs and other expenses allowed by the Court shall be a lien upon the Tract or Tracts as of the date legal proceedings were originally instituted, and said lien shall be subject to foreclosure in such action.
27. Invalidation of any of these covenants by judgment or Court Order, shall not affect any of the other provisions, which shall remain in full force and effect.
28. The covenants and restrictions contained herein shall run with the land and shall continue for a period of twenty-five (25) years and thereafter until amended by the owners of at least sixty percent (60%) of the Tracts. Provided, said covenants may be amended pursuant to the provisions of the Title 11, Section 42-1061 of the Oklahoma Statutes, with the consent of the Developer, as long as the Developer owns any Tract in Persimmon Hills Addition.
29. All Tracts shall be maintained in a neat and clean condition. Accumulation of scrap metal or other junk is prohibited. Weeds and brush shall be cut regularly by the Tract owner.

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HOMEOWNERS ASSOCIATION

There is created herein the Persimmon Hills Homeowners Association, with the following terms and conditions:

1. The name of the Association shall be: Persimmon Hills Addition Homeowners Association, a non-profit organization. Provided that, the Association may incorporate by a vote of the majority of the quorum as provided for in Section 6 below.
2. All owners of Tracts in Persimmon Hills Addition, except Tracts Lots 1 and 2 in Block 1 and Lots 1, 2, 3, 4, 5, and 6 in Block 2, shall be Members of the Association and entitled to one vote for each Tract owned. If more than one person or entity is listed in the office of the County Clerk as the owner of a Tract, then the owner of entity listed first on the Deed conveying ownership on the last recorded Deed conveying ownership of that Tract shall be considered the owner for voting purposes unless otherwise designated in writing by all persons or entities having an ownership interest in that Tract. The Developer shall be entitled to one vote for each Tract owned.
3. The Association shall hold an annual meeting of all the Members thereof on the first Monday of May of each year at 7:00 PM at the location to be designated by the President of the Association, commencing on May 1 following when Developer no longer owns any Tracts in the Association. Provided, Developer may elect to commence annual meetings on an earlier date. Notice of this meeting shall be mailed to each Member hereof, at least fourteen (14) days prior to the date of the meeting by the Secretary of the Association. Provided, and action by the Developer as long as the Developer owns a majority of the Tracts in the Association or an action by a majority of the Tract owners in the Association with the consent of the Developer if the Developer still owns one or more Tracts in the Association shall be considered as an action of the Association with or without a meeting. As long as the Developer owns at least one (1) Tract in the Association all acts of the Association shall be consented to by the Developer. Financial statements for the preceding calendar year (if any) and the budget for the current calendar year shall be presented at each annual meeting.
4. At the annual meeting the Members of the Association shall elect the following officers: President and Secretary/Treasurer. The officers shall be responsible for and have authority to carry out all terms and provisions hereof. The officers must also be Members of the Association, except for J. Scott Bryan or Matt McGuire. Until the first annual meeting the officers shall be:

President J. Scott Bryan

Secretary/Treasurer Matt McGuire

The officers shall make up the Board of Directors for the Association.

5. The primary purposes of this Association shall be to provide road maintenance and street lights (if any) and the maintenance of Tracts when neglected by any Tract owner within the Addition.
6. One-half of all Members present in person or by proxy of the Association shall constitute a quorum and a vote of majority of the quorum will be binding on the Association and Members.

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7. It is further understood between the parties that as each Tract, except the following: Lots 1 and 2 in Block 1 and Lots 1, 2, 3, 4, 5, and 6 in Block 2, is sold the buyer automatically becomes a Member of this Association.
 8. Special meetings of the Members of the Association may be called by any officer or a majority of the Members upon at least fourteen (14) days written notices to all Members. No special meetings may be called without the approval of the Developer as long as the Developer owns at least one (1) Tract in the Association.
 9. The Board shall keep complete, detailed, and accurate books and records of the receipts and expenditures (if any) of the Association, in accordance with generally accepted accounting practices. The books and records, authorizations for payment of expenditures, and all contracts, documents, papers and other records of the Association shall be available for examination by the Tract Owners and their agents or attorneys during normal business hours and at any other reasonable time.
 10. The Board shall acquire and pay for the expenses of the Association, all goods and services reasonably necessary or convenient for efficient and orderly maintenance of all portions of related facilities, or improvements not maintained by public utility Companies or a governmental entity. The goods and services shall include (by way of illustration and not limited to) policies of insurance, if any, maintenance, repair, and general upkeep of the road. The Board may hire such employees, as it considers necessary.
 11. So long as a Board Member, officer, or Association Members, or Developer has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such Person, then no such Person shall be personally liable to any Owner, or to any other Person, including the Association for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of such Person; provided that this Article shall not apply where the consequences of such act, omission, error, or negligence are covered by any insurance maintained by the Board.
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IN WITNESS, WHEREOF, the Declarant has set its hand and seal this 22 day of November, 2021

Not Official

PINNACLE DEVELOPMENT, LLC

An Oklahoma Limited Liability Company

By:

[Signature]
J. Scott Bryan, Managing Partner

STATE OF OKLAHOMA

COUNTY OF CANADIAN

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The foregoing instrument was acknowledged before me this 22nd day of November, 2021 by J. Scott Bryan, Member/Manager of Pinnacle Development, LLC, an Oklahoma limited liability company.

(Seal)



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[Signature]
Notary Public
Commission Expires: 2-18-25
Commission #: 21002232

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