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JANE DUNLAP - PUSHMATAHA County
State of Oklahoma

DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

As evidenced by her signature below, Mary Maple as Managing Member of **SOUTHEASTERN OKLAHOMA LAND COMPANY, LLC**, , a limited liability company organized and existing under the laws of the State of Oklahoma, with its principal place of business located at 905 West Main St. – P.O. Box 787 Antlers, Oklahoma 74523, hereinafter referred to as “OWNER”, being the owner of a certain tract(s) of land acquired by owner by deed filed in Book 612 at Pages 651-653, hereinafter referred to as the “TRACTS” described in “Exhibit A” attached hereto and made a part hereof, does now agree and impose the following easements, covenants, conditions and restrictions hereinafter set out to all purchasers / landowners, their heirs, successors and/or assigns.

SEE EXHIBIT “A” ATTACHED HERETO FOR COMBINED LEGAL DESCRIPTION;

OWNER does hereby impose upon all of the land comprising the Tracts, by incorporating into each future deed by reference to the Book and Page number for the filing of this instrument, certain, easements, covenants, conditions and restrictions, running with the land, as hereinafter set out;

AND, whereas Owner plans from time to time, Owner will execute and deliver deeds to third parties granting to the said third parties a plot or plots of land within the Tracts, and it is the intention of the Owner that each of such plots of land be deeded subject to the easements, covenants, conditions and restrictions, running with the land, set forth herein;

AND, whereas each such deed or conveyance shall be made subject to the easements, covenants, conditions and restrictions, running with the land, set forth herein by incorporating therein, by reference to the Book and Page number of the filing of this document;

NOW THEREFORE, for the purposes of providing an orderly plan to establish within the area of the Tracts, a common set of easements, covenants, conditions and restrictions which shall be for the benefit of the Owner, its successors and assigns, for the purpose of providing adequate ingress and egress, orderly utilities, and restrictive covenants providing for the quiet enjoyment and mutual benefit of the Owners and their successors in title to the aforementioned plots of land and reserved areas comprising the Tracts, and further providing that the said easements, covenants, conditions and restrictions shall be enforceable by the Owner and/or by any person or entity who is a successor and/or assign of owner in and to any plot of land contemplated herein, **SOUTHEASTERN OKLAHOMA LAND COMPANY, LLC, DOES HEREBY** grant, bargain, sell, convey, notify, establish and impose upon all of the land described in Exhibit “A”, attached hereto, to which it shall be incumbent upon the successor in title to adhere, provided specifically that such successors in title shall include any person, corporation, partnership, limited liability company, trust, or other entity, hereinafter being granted ownership, either directly or through and subsequent transfer, or in any manner whatsoever, of any plot of land, entire Tract, or subdivision thereof, subject to the following easements, conditions, restrictions and reservations and further subject to the limitations set for in **ARTICLE ONE**, and the right to alter and amend as set forth in **ARTICLE ONE** and **TWO**, to wit:

ARTICLE ONE

REVOCATION, LIMITATIONS AND ENFORCEMENT

1. The Easements and Restrictive Covenants set forth herein may be canceled, amended, revoked, in part or in whole, at any time by OWNER, until the vesting of title under first conveyance of any Tracts described herein;
2. After the effective date of the Restrictive Covenants set forth herein, the Restrictive Covenants may be altered, amended or revoked only in a manner provided by statute;

3. Any violation of the easements, covenants, conditions and restrictions set forth herein may be enforced by the Owner and/or by any person or entity who is a successor and/or assign of the owner in and to any plot of land contemplated herein by civil action for damage or by action for injunction. Neither the Owner nor its successors and assigns is required to pursue an action for each or any violation of the easements, covenants, conditions and restrictions set for herein, and whether any such action is taken by Owner or any of its assigns is left solely to their separately determined discretion;

ARTICLE TWO

BUILDING AND USE RESTRICTIONS

A. Livestock:

1. This property shall be used for residential and recreational purposes only. No livestock shall be raised, bred or kept in a commercial capacity;
2. The property may be used for ranching purposes, but only to the extent that such property is adequate to graze only a reasonable number of livestock, but only a number that such property can adequately graze in good health. Provided, the parcel has been fenced sufficiently to maintain control of said livestock, and prevent the possibility of such livestock straying from the applicable property at any time;
3. Commercial dog breeding kennels are not permitted;
4. Any animals located upon the Tracts, whether pet or livestock, shall be maintained in such a manner that they do not present a nuisance to the other occupants or owners of neighboring or surrounding properties or tracts;

B. Property Construction, Structures and Residential Regulations:

1. No structure of temporary character (i.e., tent, lean-to type structure) shall be used as a residence. Such structures may be used for recreational purposes only and must be removed when no longer in use. Recreational vehicles and travel trailers are permitted as long as such use is limited to use as recreational vehicles or as temporary housing for a period of up to one (1) year during the construction of a permanent dwelling. Permission may be granted by Southeastern Oklahoma Land Co LLC, to extend this time period if reasonable cause is shown.
2. Double-wide mobile homes and larger no more than ten (10) years old shall be permitted as permanent dwellings upon the Tracts, but must be properly installed and underpinned within ninety (90) days of delivery. Single-wide mobile homes are prohibited.
3. All tenants, owners and occupants of any property within the Tracts shall maintain a lawful residence and occupation of the property shall be in compliance with all local, state and federal laws or regulations, specifically including all laws and regulations administered and enforced by the Oklahoma Department of Environmental Quality or any federal enforcement agency.
4. There shall be no more than one (1) single family dwelling permitted per five (5) acres of land and must be built greater than 330' from any other single family dwelling on the same deeded tract of land, the metes and bounds of which will be established within the sole discretion of the Owner.
5. All structures or other attachments, except for fences and mailboxes, shall be setback at least ten (10) feet from the property boundary line, or at least twenty (20) feet from any easement road or county road right of way.

6. Easements for the installation and maintenance of public and/or private utilities and drainage facilities are herein reserved and within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may cause the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible.

C. Vehicles:

1. No derelict or abandoned vehicles shall be kept upon any of the Tracts unless such vehicle is kept in an enclosed garage or other appropriate structure. A derelict or abandoned vehicle for purposes of this provision shall include all vehicles which are not operable or which have no current registration.

D. Waste Handling and Disposal:

1. All waste material shall be kept in enclosed containers of the kind commonly kept for the purpose of trash and rubbish storage pending disposal.
2. All portions of the Tracts described herein must be kept free of waste, trash and rubbish. No portion of the Tracts shall be used for temporary or permanent storage, burying or dumping of any waste, trash, rubbish, junk, oil, petroleum and/or other liquid or solid waste. Litter upon any portion of the Tracts is strictly prohibited.

E. Timber Clearing and Excavation:

1. The removal of trees with a trunk diameter of six inches (6”) or greater is prohibited unless the tree is dead or diseased OR the removal is required for preparation or preservation of construction or recreation sites, access roads, fire prevention, utilities or to establish a view corridor. In any case, no more than 20% of the timber on any tract of land may be cut or cleared and commercial wood harvesting is strictly prohibited;
2. Excavation of any soil, dirt, rock, gravel, mineral or other underground items for commercial use or for use upon any property lying outside the Tracts is strictly prohibited.

F. Prohibition Upon Splitting for Any Purpose

1. No individual tract of land resulting from a deed from Southeastern Oklahoma Land Company, LLC to a portion of the tracts described in Exhibit “A” attached hereto, may be subdivided for any purpose, including, but not limited to, resale, voluntary or legal partition, gifting, inheritance or any other purpose whatsoever, without exclusive written permission of Southeastern Oklahoma Land Company, LLC.

G. Waterways:

1. No natural waterway, pond, stream or spring located upon the Tracts shall be dammed, altered or re-routed for any purpose. No spillage, discharging or dumping of any trash or substance of any kind shall be permitted into any waterway, pond, stream or spring.

H. Compliance with State Hunting and Fishing Regulations:

1. All tenants, owners and occupants of any property within the Tracts, and their invitees, shall comply with all applicable local, state and federal hunting and fishing related laws and regulations.

I. Termination of Covenants:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 10 years from the date these covenants are recorded. After which time, said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then current land owners of the tracts has been recorded, agreeing to change said covenants in whole or in part. Enforcement shall

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EXHIBIT "A"

Legal Description

Section 2 – T 4 S – R 18 E

The South 20 acres of Lot 3;

AND

Lot 4; LESS AND EXCEPT the East 5.11 acres of the NE/4 of said Lot 4;

AND

the S/2 of the NW/4 of Section 2, Township 4 South, Range 18 East, of the Indian Base and Meridian, Pushmataha County, Oklahoma;

AND

A piece or parcel of land lying in the N/2 of the SW/4 of Section 2, Township 4 South, Range 18 East of the Indian Base and Meridian, Pushmataha County, Oklahoma, more particularly described as follows, to-wit: BEGINNING at the Northwest Corner of the SW/4 of said Section 2 thence N 88°39'06" E, along the North Line of the SW/4, a distance of 2643.43 feet, to the NE Corner of the SW/4; thence S 01°48'06" E, along the East Line of the SW/4, a distance of 169.74 feet; thence S 88°39'06" W a distance of 589.28 feet; thence S 81°50'20" W a distance of 81.59 feet; thence S 87°41'21" W a distance of 34.64 feet; thence N 81°33'14" W a distance of 42.77 feet; thence N 87°10'19" W a distance of 84.37 feet; thence S 79°21'13" W a distance of 44.07 feet; thence S 76°06'11" W a distance of 100.95 feet; thence S 66°14'58" W a distance of 72.67 feet; thence S 74°28'59" W a distance of 82.47 feet; thence S 65°59'29" W a distance of 62.69 feet; thence S 60°57'33" W a distance of 193.15 feet; thence S 72°35'41" W a distance of 100.03 feet; thence S 61°30'10" W a distance of 123.91 feet; thence S 51°11'39" W a distance of 44.71 feet; thence S 44°17'41" W a distance of 75.97 feet; thence S 51°55'27" W a distance of 152.57 feet; thence S 44°02'53" W a distance of 88.88 feet; thence S 59°42'25" W a distance of 304.19 feet; thence S 54°32'46" W a distance of 123.03 feet; thence S 56°17'25" W a distance of 339.06 feet; thence S 65°05'13" W a distance of 61.37 feet; thence S 55°51'07" W a distance of 113.20 feet, to the West Section Line; thence N 01°44'14" W, along the West Section Line, a distance of 1159.16 feet, to the POINT OF BEGINNING.

AND

Section 3 – T 4 S – R 18 E

The NE/4;

AND

the W/2;

AND

the NW/4 of the SE/4 of Section 3, Township 4 South, Range 18 East, of the Indian Base and Meridian, Pushmataha County, Oklahoma;

AND

A piece or parcel of land lying in the SE/4 of Section 3, Township 4 South, Range 18 East, of the Indian Base and Meridian, Pushmataha County, Oklahoma, more particularly described as follows, to-wit: BEGINNING at the Southwest Corner of the SE/4 of said Section 3; thence N 01°47'56" W, along the West Line of the SE/4, a distance of 1310.82 feet, to the NW Corner of the SW/4 of the SE/4; thence N 88°35'27" E, along the North Line of the SW/4 of the SE/4, a distance of 1317.45 feet, to the NE Corner

of the SW/4 of the SE/4; thence N 01°46'05" W, along the West Line of the NE/4 of the SE/4, a distance of 1311.11 feet, to the NW Corner of the NE/4 of the SE/4; thence N 88°34'42" E, along the North Line of the NE/4 of the SE/4, a distance of 1318.16 feet, to the NE Corner of the NE/4 of the SE/4; thence S 01°44'14" E, along the East Section Line, a distance of 1159.16 feet; thence S 55°51'07" W a distance of 18.40 feet; thence S 44°02'22" W a distance of 82.06 feet; thence S 54°44'49" W a distance of 166.99 feet; thence S 59°35'28" W a distance of 64.12 feet; thence S 64°09'35" W a distance of 78.83 feet; thence S 60°03'30" W a distance of 69.46 feet; thence S 52°51'58" W a distance of 285.78 feet; thence S 54°10'07" W a distance of 154.36 feet; thence S 51°31'14" W a distance of 95.56 feet; thence S 50°30'22" W a distance of 115.74 feet; thence S 63°45'57" W a distance of 140.30 feet; thence S 66°07'19" W a distance of 82.01 feet; thence S 62°28'35" W a distance of 1663.59 feet, to the POINT OF BEGINNING.

AND

Section 4 - T 4 S - R 18 E

The SE/4;

AND

the S/2 of the S/2 of the NE/4 of Section 4, Township 4 South, Range 18 East, of the Indian Base and Meridian, Pushmataha County, Oklahoma.

AND

Section 9 - T 4 S - R 18 E

The NE/4 of the NE/4;

AND

the E/2 of the SE/4 of the NE/4 of Section 9, Township 4 South, Range 18 East, of the Indian Base and Meridian, Pushmataha County, Oklahoma.

AND

Section 34 - T 3 S - R 18 E

The SE/4 of Section 34, Township 3 South, Range 18 East, of the Indian Base and Meridian, Pushmataha County, Oklahoma.

AND

Section 35 - T 3 S - R 18 E

The W/2 of the E/2 of the SW/4 of the SW/4;

AND

the W/2 of the SW/4 of the SW/4;

AND

the W/2 of the NW/4 of the SW/4;

AND

the W/2 of the SE/4 of the NW/4 of the SW/4;

AND

the NE/4 of the SE/4 of the NW/4 of the SW/4;

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the N/2 of the SW/4 of the NE/4 of the SW/4;

AND

the NW/4 of the SE/4 of the NE/4 of the SW/4;

AND

the NE/4 of the NE/4 of the NE/4 of the SW/4;

AND

the W/2 of the NE/4 of the NE/4 of the SW/4;

AND

the NW/4 of the NE/4 of the SW/4;

AND

the NE/4 of the NW/4 of the SW/4 of Section 35, Township 3 South, Range 18 East, of the Indian Base
and Meridian, Pushmataha County, Oklahoma.