

OWNER’S

CERTIFICATE,

DEDICATION AND

RESERVATIONS

STATE OF OKLAHOMA)
PUSHMATAHA COUNTY) SS.

KNOW ALL MEN BY THESE PRESENTS:

That **SOUTHEASTERN OKLAHOMA LAND COMPANY, LLC**, by and through its manager, Mary Maple, 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 property described as follows, to wit:

The N 1/2 of the NE 1/4 of the NE 1/4 AND all that part of the W 1/2 of the NE 1/4 lying and being North of Highway 7 of Section 24, Township 4 South, Range 18 East of the Indian Base and Meridian, Pushmataha County, Oklahoma.

OWNER does hereby impose upon all of the land, 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 property, 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 for 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.

PROTECTIVE COVENANTS

ARTICLE ONE

REVOCATION, LIMITATIONS AND ENFORCEMENT

1. The 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 portion of the property 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 commercial activity of any kind shall be allowed on this property.
2. Any animals located upon the property, 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.
3. Commercial dog breeding kennels are not permitted.

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 no more than 10 years old are permitted if 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.
2. The cultivating, processing, storing, maintaining a commercial dispensary, or otherwise dealing with marijuana for medical or scientific use or research is prohibited. Provided, however, that the consumption of marijuana or its by-products, under the supervision of a physician licensed by the Oklahoma State Medical Licensing Board, is permissible by a patient who has a proper permit.
3. No residence shall be constructed upon the Property unless said residence contains a minimum of one thousand (1,000) sq. ft. of living area.
4. Double-wide mobile / manufactured homes and larger, only with original set-up, shall be permitted as permanent dwellings upon the lots, but must be properly installed and underpinned within ninety (90) days of delivery. No single wide mobile / manufactured homes or used double wide mobile / manufactured homes are permitted.
5. Any construction or improvements on property shall comply with all applicable rules and regulations issued by the Oklahoma Department of Environmental Quality (DEQ), including but not limited to those contained in the Oklahoma Administrative Code relating to individual and small public on-site sewage treatment systems (Chapter 641).
6. 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.
7. No existing erected buildings or structures of any sort may be moved onto and/or placed on the property and used as a permanent residence notwithstanding the provisions of item B. 4. Above. For the purposes of this provision, a permanent residence is understood to be a structure that is used as a residence for a period greater than thirty (30) days at a time or greater than one hundred twenty (120) days in a calendar year.
8. 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 Lot, except for those improvements for which a public authority or utility company is responsible.

C. Vehicles:

1. No derelict or abandoned motor vehicle, farm equipment / implement, or lawn and garden equipment shall be kept upon any of the Tracts unless such is kept in an enclosed garage or other appropriate structure. A derelict or abandoned motor vehicle, farm equipment / implement, or lawn and garden equipment for purposes of this provision shall include any which are not running/operable or any motor vehicle with non-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. The property described herein must be kept free of waste, trash and rubbish. No portion of the property 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 property 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 property is strictly prohibited.

F. 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.

G. Compliance with State Hunting and Fishing Regulations:

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

H. Termination of Covenants:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.
2. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Southeastern Oklahoma Land Company, LLC

By: Mary Maple
Mary Maple (Member /Manager)

STATE OF OKLAHOMA

COUNTY OF PUSHMATAHA

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) ss:
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Before me, the undersigned, a Notary Public in and for said County and State on this 4 day of October, 2022, personally appeared Mary Maple, Member / Manager of Southeastern Oklahoma Land Company, LLC, the owner of the real property described, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed and as the free and voluntary act of said company for the uses and purposes therein set forth.

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

My Commission Expires:

2-26-2024
(SEAL)



Kira Chandler
NOTARY PUBLIC
Commission Number: 20002334