

NOTICE TO OWNERS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BE 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 certain tract(s) of land acquired by owner by deed filed in Book 609 at Page 813, hereinafter referred to as the “TRACTS”, and located in Section 32, Township 4 South, Range 16 East of the IBM, Pushmataha County, State of Oklahoma, and more particularly described as follows, to wit:

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 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;

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 and 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 with:

ARTICLE ONE

REVOCATION, LIMITATIONS AND ENFORCEMENT

1. The easements and Restrictive Covenants set for 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 limited ranching purposes, but only to the extent that such property is adequate to graze only a small number of cattle or horses, 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 shall be used as a residence;
2. No residence shall be constructed upon the designated tract unless said residence contains a minimum of one thousand (1,000) sq. ft. of living area;
3. Double-wide mobile homes and larger, only with original set-up, shall be permitted as permanent dwellings upon the Tracts, but must be properly installed and underpinned within ninety (90) days of delivery. No single wide mobile homes or used double wide homes or manufactured homes are permitted upon any Tracts;
4. 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;
5. Only (1) residence shall be built or established on each of the separately deeded plots of land, the metes and bounds of which will be established within the sole discretion of Owner;
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 or county road right of way;
7. 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.
8. No existing erected buildings or structures of any sort may be moved onto and/or placed on any portion of the property and used as a residence notwithstanding the provisions of item B. 3. Above;

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 of for use upon any property lying outside the Tracts is strictly prohibited;

F. Prohibition Upon Splitting for Any Purpose

1. No individual plot of land resulting from a deed from Owner 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;

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. Deviations or Exceptions:

1. NO deviation or exception to these easements, covenants, conditions and restrictions are permitted without the express written consent of Southeastern Oklahoma Land Company, LLC, being properly executed by the Manager thereof;

Witness my hand and seal this _____ day of _____, 2020

SOUTHEASTERN OKLAHOMA LAND COMPANY, LLC

By: _____

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF PUSHMATAHA)

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2020, personally appeared **Mary Maple, 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:

(SEAL)

NOTARY PUBLIC

Commission Number: _____

EXHIBIT "A"

The N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 32, Township 4 South, Range 16 East of the Indian Base and Meridian, Pushmataha County, Oklahoma;

LESS and EXCEPT the following described tracts:

The North 855 feet of the West 510 feet of the said NE $\frac{1}{4}$;

And

Commencing at the Northeast corner of the NE $\frac{1}{4}$ of Section 32, Township 4 South, Range 16 East; thence S $88^{\circ}29'55''$ W, along and with the North line of said NE $\frac{1}{4}$ a distance of 304.83 feet to the point of beginning; thence S $13^{\circ}47'17''$ W, along and with an existing barbed wire fence, a distance of 168.96 feet; thence S $89^{\circ}10'24''$ W, continuing along said fence, a distance of 202.53 feet; thence N $24^{\circ}03'06''$ W, continuing along said fence, a distance of 173.89 feet to a point on the North line of the NE $\frac{1}{4}$; thence N $88^{\circ}29'55''$ E, along the North line of the NE $\frac{1}{4}$, a distance of 313.76 feet to the point of beginning.