

DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE ONE

REVOCACTION, 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 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.

J. 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.