

OWNER'S CERTIFICATE, DEDICATION AND RESERVATIONS



STATE OF OKLAHOMA)
PUSHMATAHA COUNTY) SS.

KNOW ALL MEN BY THESE PRESENTS:

That the owner of **Oak Ridge**, a subdivision located in Pushmataha County, State of Oklahoma, according to the recorded plat thereof, and described as follows:

Oak Ridge, a Subdivision being part of Section 22, Section 23, and the S/2 of Section 24 all in Township 1 North, Range 20 East of the Indian Base and Meridian, according to the recorded plat thereof;

Hereby certifies that it has caused the same to be surveyed into 22 tracts under the name of **Oak Ridge**, and does hereby dedicate to private use by **Oak Ridge** landowners only, subject to the conditions and restrictions hereinafter named, all the roads upon said plat. I further dedicate and reserve a 60-foot drainage and roadway easement upon all roads upon said plat.

PROTECTIVE COVENANTS

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. Commercial dog breeding kennels are not permitted;
3. 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 the following: 1) seasonal/recreational vehicles which shall remain on the property for no more than 11 months each calendar year, 2) all vehicles must have current registration, be on inflated tires and in mechanical operating condition.
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. Mobile/manufactured homes are prohibited.
4. 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).
5. All structures or other attachments, except for fences, shall be setback at least thirty (30) feet from the property boundary line, or at least thirty (30) feet from any easement road. Fences shall be setback at least thirty (30) feet from the centerline of all easement roads.
6. Easements for the installation and maintenance of roadways 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 maintenance of roads, 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.
7. Driveways for personal use must originate from a point of the original dedicated / platted roads of said development and shall terminate at a point not outside of owner's original tract. It is the intent of this covenant to prohibit ingress and egress from any other area or adjoining property.

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. No more than 50 percent of trees shall be removed that are more than 6 inches in diameter at 6 feet from ground.

- 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 conveyed by Southeastern Oklahoma Land Company, LLC 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. Termination of Covenants:

- 1. Invalidity 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)
) ss:
COUNTY OF PUSHMATAHA)

Before me, the undersigned, a Notary Public in and for said County and State on this 21 day of December, 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