

**OWNER'S  
CERTIFICATE,  
DEDICATION AND  
RESERVATIONS**

STATE OF OKLAHOMA )  
OKFUSKEE COUNTY ) SS.

KNOW ALL MEN BY THESE PRESENTS:

That the owner of **Clearview Acres**, a subdivision located in Okfuskee County, State of Oklahoma, according to the recorded plat thereof, and described as follows:

**Clearview Acres, a Subdivision of 127.80 Acres in a part of the NW/4 of Section 22, Township 11 North, Range 10 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 10 lots under the name of **Clearview Acres**.

**PROTECTIVE COVENANTS FOR LOT 1, LOT 2, LOT 3, LOT 4, LOT 5, LOT 6 and LOT 7**

**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 Lots 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 are 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. The property may be used for ranching purposes, but only a number that such property can adequately graze in good health. Provided, the Lot 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. Any animals located upon the Lot, 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 Lots.

**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. Only (1) residence shall be built or established on each of the separately deeded Lots.
7. 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.
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.
9. Driveways must originate from a point along the county road right of way bordering the deeded Lot and shall terminate at a point not outside of owner's original Lot. It is the intent of this covenant to prohibit ingress and egress from any other area or adjoining property.
10. No existing erected buildings or structures of any sort may be moved onto and/or placed on any Lot and used as a temporary, permanent, or vacation residence notwithstanding the provisions of item B. 4. Above.

**C. Vehicles:**

1. No derelict or abandoned vehicles shall be kept upon any of the Lots 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 Lots described herein must be kept free of waste, trash, and rubbish. No portion of the Lots 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 Lots is strictly prohibited.

**E. Timber Clearing and Excavation:**

1. The removal of trees with a trunk diameter of six inches (6”) or greater at six feet (6’) 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.
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 Lot is strictly prohibited.

**F. Prohibition Upon Splitting for Any Purpose**

1. No individual Lot of land resulting from a deed from 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 Lots 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 Lots, 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 landowners of the Lots 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.

**PROTECTIVE COVENANTS FOR LOT 8, Lot 9, and Lot 10**

**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 Lots 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. The property may be used for ranching purposes, but only a number that such property can adequately graze in good health. Provided, the Lot 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. Any animals located upon the Lot, 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 Lots.

**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. 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.
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. Only (1) residence of no less than one thousand (1,000) sq. ft. and no more than two (2) vacation / recreation cabins shall be built or established on each of the separately deeded Lots. For the purposes of this provision, a vacation / recreation cabin is understood to be a structure that is not 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.
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 Lot, except for those improvements for which a public authority or utility company is responsible.
8. Driveways must originate from a point along the county road right of way bordering the deeded Lot and shall terminate at a point not outside of owner's original Lot. 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 Lots 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 Lots described herein must be kept free of waste, trash, and rubbish. No portion of the Lots 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 Lots is strictly prohibited.

**E. Timber Clearing and Excavation:**

1. The removal of trees with a trunk diameter of six inches (6") or greater at six feet (6') 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.
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 Lot is strictly prohibited.

**F. Prohibition Upon Splitting for Any Purpose**

1. No individual Lot of land resulting from a deed from 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 Lots 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 Lots, 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 landowners of the Lots 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. 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 **10<sup>th</sup> day of August, 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 LLC 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)



Alberta Watkins  
NOTARY PUBLIC  
Commission Number: 13007865