

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

STATE OF OKLAHOMA)
ATOKA COUNTY) SS.

KNOW ALL MEN BY THESE PRESENTS:

That the owner of **Monument Hill**, a subdivision located in Atoka County, State of Oklahoma, according to the recorded plat thereof, and described as follows:

Monument Hill, a Subdivision of 96.39 Acres in a part of the SW/4 of Section 23, Township 3 South, Range 13 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 tracts under the name of **Monument Hill**.

PROTECTIVE COVENANTS

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 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. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any site except that dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes, and further provided that said animals do not become nuisances to the surrounding property owners. All domestic animals shall be kept and maintained within each property owner's tract of land. All outside dogs must be housed behind the owner's house no less than forty (40) feet from the adjoining property.

B. Property Construction, Structures and Residential Regulations:

1. No residence shall be constructed upon the designated residential tracts unless said residence contains a minimum of one thousand (1,000) square feet of living and twelve hundred (1,200) square feet under roof, inclusive of covered decks.
2. One (1) single-family dwelling to be erected per lot on all lots one (1) through ten (10).
3. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one (1) detached single-family dwelling and a private garage/guest quarters and one (1) other outbuilding incidental to residential use of the building site. No outbuilding shed or structure shall be built on property without a dwelling also being erected prior or at the same time.
4. All structures shall be of conformity and harmony of external design within each individual tract. Primarily dwelling should be of similar external design as other structures. The exception will be for the one (1) outbuilding incidental to residential use identified in item B.3.
5. All structures shall be of neat construction and of character to enhance the value of the property. No detached garage or other outbuilding shall be permitted in the easements herein reserved.
6. 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.
7. Fuel storage units of Twenty-Five (25) gallons or more may be buried (in approved units) or when located above ground but must not be seen from shared access roads / OR it is to have an enclosure to keep from public view.
8. 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 forty (40) feet from any road right of way.
9. No building structure shall be constructed forward of the front building limit of the primary dwelling.
10. No solid privacy fencing shall be placed forward of the front building limit of the primary dwelling. However, it is not the intention of this restriction to exclude the use of evergreens or other shrubbery to landscape front yards.
11. 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 Tract 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.
12. Driveways 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 or tract.

13. No existing erected buildings, structures, or Recreational Vehicles (RVs) / Campers of any sort may be moved onto and/or placed on any Tract and used as a temporary, permanent, vacation residence or storage. The intention of this covenant is to definitely prohibit the moving onto and placing of any existing structures whatsoever on any lot in said development.
 14. 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).
 15. Lagoon sewage treatment systems are prohibited.
- C. Vehicles, Watercrafts, Trailers, and Recreational 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.
 2. No permanent or long-term parking is allowed for watercraft, trailers, or recreational vehicles on the driveway. Parking on the driveway is permissible for loading, unloading, and cleaning for up to five (5) days. Owner's are prohibited from storing these types of vehicles in their front yard.
 3. Long term storage is permitted on the owner's property but must be maintained behind the front building limit of the primary dwelling.

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 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 Tract 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 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. 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 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.
3. At such time that the owner/s of Monument Hill has sold more than 50% of lots, a Home Owner's Association may be formed, to continue providing adequate restrictive covenants for the mutual benefit of Monument Hill.

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 31st day of August, 2023, 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:

7/7/26
(SEAL)



John Whitten
NOTARY PUBLIC
Commission Number: 22009240