

OWNER'S

MODIFIED CERTIFICATE,

DEDICATION AND

RESERVATIONS

STATE OF OKLAHOMA)
CARTER COUNTY) SS.

KNOW ALL MEN BY THESE PRESENTS:

That the owner of **Windhaven Addition**, a subdivision located in Carter County, State of Oklahoma, according to the recorded plat thereof, and described as follows:

Windhaven Addition, a Subdivision being part of the Section 3, Township 1 South, Range 2 West of the Indian Base and Meridian, according to the recorded plat thereof;

Hereby certifies that it has caused the same to be surveyed into 26 lots under the name of **Windhaven Addition**, and does hereby dedicate to public use, subject to the conditions and restrictions hereinafter named, all the roads upon said plat. I further dedicate and reserve a 80-foot drainage and utility easement upon all roads upon said plat, for the installation and maintenance of utilities. All land so dedicated to public use, is free and clear of all encumbrances.

PROTECTIVE COVENANTS

For the purpose of providing an orderly development of the entire lot, and for the further purpose of providing adequate restrictive covenants, and modifying the Notice to Owners filed in Book 700, Pages 57-63, to the mutual benefit of **Windhaven Addition** property owners, I hereby impose the following restrictions and reservations.

1. **Windhaven Addition** has 26 lots one (1) through twenty-six (26), use solely for residential and recreational purposes only.
2. Commercial, industrial, or manufacturing businesses are prohibited.
3. 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.
4. No residence shall be constructed upon the designated residential tract unless said residence contains a minimum of One Thousand (1000) sq. ft. of living space under roof.
5. One (1) single-family dwelling to be erected per lot on all lots one (1) through twenty-six (26).
6. Double-wide mobile 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 homes or used double wide homes or manufactured homes are permitted upon any lots.

I-2021-010889 Book 7116 Pg 179
10/01/2021 11:01am Pg 0179-0181
Fee: \$22.00 Doc: \$0.00
Kayelyn Clubb - Carter County Clerk
State of OK BS



12-10-2021

9. An owner(s) of **Windhaven** may park a motor home or camper trailer, upon the building plot owned by said owner during the construction period, provided said construction period cannot exceed twelve (12) months.
10. Any construction or improvements on lots in the development 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).
11. No building shall be erected nearer than twenty (20) feet to the platted and dedicated roads and/or easements. No building shall be erected nearer than ten (10) feet from any other property line. In the event two or more contiguous lots are owned by one owner, the interior property lines of the contiguous lots are exempt from this ten (10) foot setback rule.
12. 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. 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.
13. Any animals located upon the lots, 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.
14. Commercial dog breeding kennels are not permitted.
15. 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.
16. 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.
17. Driveways for personal use must originate from a point of the original dedicated / platted roads of said development or an adjoining public roadway 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. Exception: The original land owner/s of the adjoining and/or adjacent and filed developments. If written easements are signed and filed by all owners of any lot or partial lot that said easements are intended for, then these easements are valid.
18. 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.

- 22. No individual lot may be subdivided for any purpose, including, but not limited to, resale, voluntary or legal partition, gifting, inheritance, or any other purpose whatsoever.
- 23. If the parties hereto, or any of them or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in **Windhaven Addition** to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant either to prevent him or them from so doing or to recover damages or other dues for such violation.
- 24. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them unless an instrument signed by the owners of a majority of the lots has been recorded, to change said covenants in whole or in part.
- 25. A variance may be given by the then 51% ownership of the tracts in **Windhaven Addition**.
- 26. Invalidations of any of these covenants by judgement or court order shall in no ways effect any of the other provisions, which shall remain in full force and effect.

Southeastern Oklahoma Land Company, LLC

By: Mary Maple
Mary Maple (Manager)

STATE OF OKLAHOMA

COUNTY OF PUSHMATAHA

Before me, the undersigned, a Notary Public in and for said County and State on this 17 day of August, 2021, 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: 2-26-2024
(SEAL)



Kira Chandler
NOTARY PUBLIC
Commission Number: 20002334