

## COVENANTS AND RESTRICTIONS of Kiamichi Wilderness, Inc.

1. Surface real estate only is being conveyed; all oil, gas and mineral rights have been previously reserved or conveyed.
2. Easements and rights-of-way that are necessary for the enjoyment rights of any owner within Pine Tree Estates.
3. Rights, conditions, reservations, restrictions and exceptions filed of record.
4. Said lands shall be subject to the following covenants:
  - A. Said land shall be used for residential purposes only and multifamily buildings shall not be permitted. No building erected on said land shall be erected nearer than thirty feet to any boundary along a road, or nearer than twenty-five (25) feet to any of the other boundary lines of said tract. For the purpose of this covenant, eaves, step and open porches shall be considered as part of the building. No tract is to be subdivided into smaller tract than 2.5 acres.
  - B. No main residential structure shall be permitted on any tract, the habitable floor space of which, exclusive of basements, porches and garages is less than 600 square feet. There shall be no temporary buildings on any tract for over 30 days unoccupied. Temporary dwelling may be lived in for up to one year only during construction of permanent dwelling.
  - C. No animals or poultry shall be kept on said lands except ordinary household pets belonging to the household. Other animals such as horses, cows, poultry may be kept only with the prior written permission of Kiamichi Wilderness, Inc. it's assigns or successors.
  - D. Once construction shall have been initiated on any structure, including wall, fences, residences, ancillary buildings or other structure, construction of that particular structure, wall fence, residence, ancillary building, or other structure shall be completed within one (1) year of the time such construction was initiated
  - E. No sewerage disposal system, sanitary system, cesspool, or septic tank shall be constructed, altered, or allowed to remain or be used in any tract unless fully approved as to design, capacity, location and construction by all proper public health agencies of The State of Oklahoma and the County of Pushmataha and also by Kiamichi Wilderness, Inc. it's assign or successors.
  - F. Said land shall not be occupied or used for any commercial or business purposes nor for any noxious or offensive activity and nothing shall be done or permitted to be done on said land which is a nuisance or might become a nuisance to the owner or owners of any surrounding lands including the disposal of trash and litter of any kind.
  - G. Enforcement of these covenants shall be by proceedings at law or in equity to restrain violations or to recover damages against any person or persons violating or attempting to violate any covenant.