



CONSOLIDATED DECLARATION
of
BUILDING AND USE RESTRICTIONS
for
THE LAKES at INDIAN SPRINGS

This Declaration of Building and Use Restrictions is executed to be effective the 24 day of August 2023, by The Lakes at Indian Springs, L.L.C., an Oklahoma limited liability company, hereinafter referred to as the "Owner/Developer".

WHEREAS, the Owner/Developer is the owner of all of the lots, blocks, common area reserves, and all other land within and comprising the following described subdivision:

The Lakes at Indian Springs, consisting of phases I, II, III and IV joined together through Notice of Annexation dated June 23, 2009, a Subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded plats thereof (Plat No. 5328, 5393, 5775 & 5806), said plats being hereinafter referred to as the "Plat" and the subdivision hereinafter being referred to as "The Lakes at Indian Springs" or as the "Subdivision", and;

WHEREAS, The Lakes at Indian Springs is to be developed as a residential community and all lots within the Subdivision, hereinafter referred to as the "Lots", are intended for single family residences and uses, and;

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for the orderly development of the Subdivision and the conformity and compatibility of improvements located therein,

THEREFORE, the Owner/Developer does hereby impose the following restrictions, covenants, and easements which shall be applicable to the Lots, shall be covenants running with the land, shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth.

SECTION I

HOMEOWNERS' ASSOCIATION

- 1.1 Formation of a Homeowners' Association: The Owner/Developer has formed The Lakes at Indian Springs Homeowners Association, Inc" hereinafter referred to as the "HOA", for the general purposes of maintaining the private streets, subdivision entryway improvements and structures, storm water management facilities, and other common area improvements to enhance the value, desirability, and overall all attractiveness of the Subdivision and of other subdivisions that may subsequently be annexed to the HOA. The duties of the HOA shall be carried out by a duly elected Board of Directors elected by lot owners. Lot owners have one vote for each lot owned within the subdivision.

- 1.2 **Membership:** Every person or entity who is a record owner of the fee interest of a Lot shall be a member of the HOA. Membership shall be mandatory and shall be appurtenant to, and may not be separated from, the ownership of any Lot.
- 1.3 **Enforcement Right of the HOA:** Without limitation of such other powers and rights as the HOA may have, the HOA shall be a beneficiary of the various restrictions, covenants, and easements set forth within this Declaration and shall have the right to enforce the restrictions, covenants, and easements to the same extent as if the HOA was the owner of a Lot.
- 1.4 Each record owner of a Lot within the Lakes at Indian Springs shall be subject to assessment by the HOA for the purposes of improvement and maintenance of the general common areas of the subdivision.

SECTION II

APPROVAL OF IMPROVEMENT PLANS

- 2.1 **Architectural Committee:** The power and duties of the Architectural Committee was deemed transferred by the Owner/Developer to the HOA as described in Section I on the 1st day of June, 2010. The primary purpose of the Architectural Committee hereinafter referred to as the "AC" is to review and approve new home construction plans and home improvement requests. The AC is composed of resident homeowners who are appointed by the Lakes at Indian Springs HOA Board of Directors hereinafter referred to as "The Board". The AC is not an enforcement entity and members of the AC may be removed for cause by a majority vote of the Board.
- 2.2 **Plan Review:** No house, building, fence, wall, paving, exterior ornament or sculpture, free standing mailbox, exterior antenna, swimming pool, outdoor kitchen, or other exterior structure shall be constructed, erected, placed, altered, maintained, replaced, or permitted on any Lot unless, and until, construction plans and specifications of the proposed improvement have been submitted to, and approved by the AC. Prior to commencement of construction, plans and specifications of the proposed improvement shall be submitted to the Lakes at Indian Springs Management Company hereinafter referred to as "Lakes Management Company" who will forward this information to the AC for review. Submitted plans and specifications shall include a site plan depicting the location of the improvement, elevations of buildings, drainage and grading plans, and exterior materials and color scheme.
- 2.3 **Standards of Plan Review:** The Subdivision is a planned neighborhood consisting of residences of the predominant traditional architectural styles customarily located within higher quality neighborhoods in the Tulsa and Broken Arrow metropolitan area. The Architectural Committee shall have discretion in approving or disapproving plans and specifications and may base its decisions on purely aesthetic grounds and may consider, but shall not be limited to, the following:
 - A. The adequacy of the dimensions of the Lot as related to the proposed improvements.
 - B. The effect of location and use of proposed improvements on neighboring Lots and existing and anticipated improvements thereon.
 - C. The relationship of existing grade and proposed finished grade elevations of the Lot to that of neighboring Lots.
 - D. The facing of main structure elevations in relationship to streets and common area.

- E. The conformity of proposed improvements with the building and use restrictions set forth under this Declaration
 - F. The compatibility and harmony of external design with existing and anticipated neighboring structures.
 - G. If a submitted plan does not violate the Building and Use Restrictions of the subdivision and the AC denies the plan solely on aesthetic grounds, the AC will notify the HOA Board of Directors Liaison to the AC in writing of their reasons for the denial. The Board Liaison will then notify the Lakes Management Company, and the HOA Board President of the denial.
- 2.4 **Time for Approval:** If the Architectural Committee fails either to approve or to disapprove properly submitted improvement plans and specifications (including re-submission of disapproved plans and specifications) within ten (10) days from time of receipt, it shall be deemed that the plans and specifications have been approved. Subject however, to compliance with the building and use restrictions contained herein. The AC, within ten (10) days from time of receipt, will review the plan and determine an approval or denial based upon compliance with the covenants. A written response from the AC will be forwarded back to the homeowner/builder, through the Lakes Management Company.
- 2.5 **Cease and Desist:** Once an improvement plan is approved construction may begin. If, after construction begins, infractions occur, a "Cease and Desist" order may be enacted on the authority of the Board until a resolution is agreed upon with the homeowner/builder. Completed plans built must exactly replicate the plan rendering submitted and approved by the AC.
- A. Any plan not built to this specification is required to complete or correct the missing or deficient elements from the rendering submitted for the plan within the one (1) year original approval. Any intended or consequential variation of a plan's exterior elements from the original approved plan requires a written submission to the AC of a "Change Order Request" that must include an explanation for the change, and a clear rendering of the proposed change/s. Written approval from the AC will be required to proceed with such change.
- 2.6 **Appeal:** Any homeowner or builder who disagrees with a decision rendered by the AC has the right to appeal the AC's decision to the HOA Board of Directors. A homeowner or builder who wishes to appeal a decision made by the AC, who after being notified of said decision, will have ten (10) working days to notify the Lakes Management Company, of his/her decision to appeal to the HOA Board. After being notified of an appeal, the HOA Board will conduct a hearing as soon as practical for all parties concerned. Upon hearing all of the evidence, the HOA Board will decide whether or not to support the AC's decision.
- 2.7 **Waiver of Restrictions:** The Lakes at Indian Springs HOA Board of Directors, upon a written request, may consider or approve a "Waiver/Variance of a Building Restriction" in such cases where the request does not conflict with the intention of the covenants or building and use restrictions. The Board may consider and entertain impute, dialogue or suggestions from the AC and the Lakes Management Company but the decision to approve or deny a waiver/variance remains solely with the Board of Directors.
- 2.8 **No Liability:** Members of the Lakes at Indian Springs HOA Board of Directors or Architectural Committee shall not be liable in damages or otherwise for any approval or disapproval action and its approval of construction plans and specifications shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading, drainage, or code violations.

- 2.9 Transfer of Duties: The powers and duties of the Architectural Committee shall, on the 1st day of January, 2007, be deemed transferred to the Master Association, a homeowners' association provided for in Section I, or upon written assignment to the Master Association by the Owner/Developer, whichever event first occurs, and thereafter the foregoing powers and duties shall be exercised by the board of directors of the Home Owners Association.

SECTION III

BUILDING AND USE RESTRICTIONS

- 3.1 Living Area: The computation of living area shall not include any unheated basement or attic space. All measurements for living area shall be taken horizontally to the face of the outside frame line (excluding exterior veneer). Any first floor area to be considered as living area must average at least eight feet (8') in height. Second story living areas shall average eight feet (8') in height for at least one-half (1/2) of the area being considered. Any area having less than five feet (5') in height shall be excluded in living area calculations.
- A. Single story: A single story residential dwelling located outside the residential area commonly known as the Villas shall have at least 3,000 square feet of finished living area.
- B. Two Story and One & One Half Story: A residential dwelling having two levels or stories immediately above and/or below each other, measured vertically, shall have at least 2,000 square foot of finished living area on the first story or level and a minimum of 3,000 square feet of total combined first and second story or level finished living area.
- 3.2 Garages: Each residential dwelling located outside the residential area commonly known as the Villas shall have an attached garage sized adequately to accommodate at least three (3) full sized automobiles. Villas shall have an attached garage sized adequately to accommodate at least two (2) full sized automobiles. All garages shall be fully enclosed. No carport type structures shall be allowed. Any detached garage structure shall be of the same architectural style, materials, and colors used in the primary residence. Doors may be wood, steel, fiberglass or aluminum. Glass inserts used in vehicular access doors will be square or rectangular in shape, and be opaque, smoked colored, ribbed glass or frosted glass only. Glass should be tinted in order to obscure the view into the garage from the outside. No clear glass inserts are allowed.
- 3.3 Building Requirements:
- A. Exterior Walls: Not less than 90% of each exterior wall of a residential dwelling shall be veneered with brick, stone, or stucco. The area of all windows and doors located in exterior walls below the first and second floor plate line shall be excluded in the calculation of exterior wall area. Where a gable type roof is constructed above either the first or second story plate line, the vertical wall area extending above the highest plate line shall be excluded in the exterior wall area calculations.
- B. Foundation and Stem Walls: All above grade foundation and/or stem walls for any structure shall be veneered with brick, rock, or stucco.

- C. Roofing: The roofing material of any residential dwelling, detached garage, or accessory structure shall be multi-tab composition type or multi-tab style metal shingles having a minimum weight of 300 pounds per square and shall be "weathered wood" or "thunderstorm gray" in color or other color which, in the particular instance, the Architectural Committee shall determine is compatible with the standards of the Subdivision. Vertical seamed metal roofing accents shall comprise no more than 10% of total coverings and shall be limited to awnings, shades, spires, or ornamental accents.
- D. Trash Enclosures: All exterior trash receptacles shall be kept in the garage or screened from public view except on trash pickup days. Screening shall be done in a manner that is architecturally compatible with the residence or shall be located at the rear of the residence.
- E. HVAC Condensing and Mechanical Units: All exterior heating, ventilation, and air conditioning (HVAC) condensers, generators, and/or mechanical equipment shall be located outside of public view or screened from public view. Screening shall be architecturally compatible with the residence. Legal counsel interprets public view to mean if one is standing outside at the center of the house, facing the front of the house, no mechanical equipment should be seen.
- F. Mailboxes: A mailbox shall be architecturally compatible with the primary residence. The mailbox shall be positioned with the front face approximately three inches (3") behind the adjacent street curb and at least six feet (6') from the inside edge of the driveway. The inside edge shall mean the edge of the driveway which borders the largest contiguous Lot area. The mail slot or opening shall not exceed 42" in height from the adjacent top of street curb grade. The total height of any mailbox structure shall not exceed 54'.
- G. Windows and Doors. All windows used in exterior building walls of any structure shall be wood, vinyl, vinyl clad wood, vinyl clad aluminum, or bronze anodized aluminum. Exterior doors shall be wood, vinyl clad wood, or vinyl clad aluminum. Aluminum windows and exterior doors having "mill finish" frames or sills are prohibited.
- H. Fireplaces and Other Roof Protrusions: All fireplaces fronting onto an adjacent street shall have brick, stone, or stucco veneered chases. Fireplaces not fronting onto an adjacent street may have chimney chases veneered with brick, stone, stucco, or siding. All fireplace flue terminal covers shall be architecturally compatible with the residence. All exposed sheet metal roof valley flashing, plumbing vents, flue terminals, chimney caps, and all other roof protrusions or vent piping shall be painted to match the exterior trim color of the resident.
- I. Roof Pitch: All residential structures, detached garages, or accessory structures shall have a minimum roof pitch of 8:12 over 75% of the total horizontal roof area. A roof pitch of less than 6:12 is prohibited except for open porches or covered patios which shall have a minimum roof pitch of 4:12.

3.4 Fences and Walls: All fences, above grade walls, or earth retaining walls shall comply with the following restrictions and limitations.

- A. Subdivision Boundary Fencing and Walls: The Owner/Developer heretofore, within the Deed of Dedication accompanying the recorded Plat of The Lakes at Indian Springs I, II, III & IV, reserved an exclusive perpetual easement and reserve the option to erect and maintain fencing, walls, and landscaping along the boundaries of the Subdivision adjacent to East Jasper Street and along the westerly, easterly and northerly boundaries of the Subdivision within the fencing easement areas depicted on the Plat as "F/ME". Within the areas depicted on the Plat as "F/ME", the erection of fencing and walls by a lot owner is restricted to the attachment of Lot boundary line fencing (as described within subparagraph D below) to Subdivision boundary fencing. The maintenance of attached Lot boundary fencing located within an "F/ME" easement shall be the obligation of the owner of the Lot. The installation of any parallel fencing or walls within twenty five (25) feet of any "F/ME" is prohibited.
- B. Interior Fencing and Walls within Lots Abutting Common Areas: The following Lots within the Subdivision abut existing or will abut future common area:
- Block 1 - Lots 13 thru 16 inclusive, Block 2 - Lots 6 thru 9 inclusive, Block 3 - Lots 1 thru 33 inclusive, Block 5 - Lots 1 thru 5 Inclusive.
- Fencing and screening walls within the above described Lots shall be prohibited except for Subdivision boundary fencing as set forth in Subsection "A" above and privacy fencing and screening walls as set forth in Subsection "C" below.
- C. Privacy Fencing and Screening Walls: Privacy fencing and screening walls, hereinafter referred to as "Privacy Fencing", shall meet the following restrictions and limitations:
1. Privacy Fencing shall not extend beyond the building setback lines of the Lot as depicted on the Plat. If the dwelling is located behind any such building line, the Privacy Fencing shall not extend nearer to an abutting street or an adjacent Lot line than the nearest corner of the dwelling.
 2. Privacy Fencing shall not exceed six feet (6') in height measured from finished grade at any point along the fence or wall.
 3. Privacy Fencing shall be attached to the primary residence and shall be limited to providing visual screening or security for enclosed areas not exceeding 3500 square feet.
 4. Privacy Fencing shall be set back from any lot line a minimum distance of ten feet (10').
 5. No Privacy Fencing shall be located within fifty feet (50') of Reserve Area "A", Reserve Area "B", the East boundary of Block 2, and the East boundary of Block 5.
 6. Privacy Fencing shall be constructed of brick, stone, stucco, or other materials architecturally compatible with the style, materials, and colors used on the primary residence.

- D. **Lot Boundary Line Fencing:** Within any Lot not described in Subsection "B" above, Lot boundary line fencing, hereinafter referred to as "Lot Boundary Line Fencing", shall be permitted and Lot Boundary Line Fencing shall also be permitted along the common boundary between Lots 12 and 13 - Block 1, Lots 16 and 17 - Block 1, and Lots 5 and 6 - Block 2 subject to the following restrictions and limitations:
1. Lot Boundary Line Fencing shall not be erected nearer to any street within the Subdivision than the building setback lines depicted on the Plat. If the dwelling is located behind a building line, the Lot Boundary Line Fencing shall not extend nearer to an abutting street than the nearest corner of the dwelling.
 2. Lot Boundary Line Fencing shall be restricted to a maximum of forty eight inches (48") in height as measured from finished grade any point along the fence.
 3. Lot Boundary Line Fencing shall be constructed of either picket type wrought iron or powder covered aluminum fencing and posts, black in color.
- E. **Perimeter Fencing:** A perimeter fence is required on all lots along the north, west and east side of the subdivision. Perimeter fence design and construction must be approved by the Architectural Committee at the time of the house plan review. Fencing must be installed and completed at the time of the home building. All fencing is subject to post construction inspection. Perimeter fencing must be one of the following designs:
1. 6 foot wood pickets with top rail (matching the design of existing wooden fence on west and north sides of the subdivision. The Lakes at Indian Springs, LLC, owner/developer, is responsible for the payment of materials and installation of wood picket perimeter fencing with top rail when a new home is built.
 2. (Option) Minimum height 4 foot powder-coated (black) decorative steel. If the homeowner opts for the black powder coated decorative steel fence, the owner/developer, will pay the cash equivalent of the wood picket fencing, and the homeowner must pay the difference.
 3. Due to the unique design of the south perimeter fence (Parallels 131st/Jasper Street) the HOA will be responsible for all maintenance and repair of this fence.
 4. For perimeter fencing on the east, west and north side, lot owners will request pre-approval from the Architectural Committee for any needed maintenance, repair, or replacement of their perimeter fencing.
- F. **Retaining Walls:** Earth retaining walls shall be constructed of stucco veneered concrete, stucco veneered concrete block, brick, or stone compatible with the materials and colors used on the primary residence.
- G. **General Prohibition:** Except as set forth within Subsections A, B, C, D and E above, fences and walls are prohibited.

- 3.5 **Commercial Activities:** No residence, building or similar structure shall be placed, erected, or used for business, professional services, trade, or commercial purposes on any Lot. Air B&B's, short termed, temporary or extended "vacation home" rentals are prohibited. All houses must be "owner occupied". No house located within the subdivision shall be leased or rented.
- 3.6 **Livestock and Poultry Prohibited:** No agricultural animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot in the Subdivision. Dogs, cats or other customary household pets may be kept provided that they are not kept, bred or maintained for commercial purposes and the number of household pets kept does not exceed the numbers of household pets allowed by the Ordinances of the City of Broken Arrow.
- 3.7 **Noxious Activity:** No noxious, offensive activity or loud party shall be carried on upon any lot in the Subdivision, nor shall any trash or other refuse be thrown, placed, dumped, or permitted to remain upon any Lot. All Lots shall be mowed and maintained in an orderly condition at all times.
- 3.8 **Signs:** The construction, placement, and/or maintenance of signs, or other similar advertising type structures on any Lot are prohibited, except as follows:
- A. One sign not exceeding six (6) square feet per side in surface area advertising the sale of a lot is permitted.
 - B. Signs within the Subdivision advertising for sale any particular lot and/or residence shall be located on that lot only. Temporary advertising signs for the Subdivision in general may be located in areas near the street entrance to the Subdivision from Jasper Street or in other areas as may be approved by the City of Broken Arrow.
 - C. Permanent signs identifying the Subdivision may be located within the private and public street rights-of-way at, or near; the entrance to the Subdivision from Jasper Street or in other areas as may be approved by the City of Broken Arrow.
- 3.9 **Existing Building:** No pre-existing building or similar structure of any kind may be moved on to, or placed on, any Lot in the Subdivision.
- 3.10 **Temporary and Accessory Structures and Buildings:**
- A. No trailer, tent, garage, barn, outbuilding, or other structure of a temporary nature shall be used for human habitation, temporarily or permanently.
 - B. Building structures, detached from the principal residence shall be limited to garages, swimming pool bath houses, outdoor kitchens and gazebo structures. Out buildings are prohibited.
 - C. The installation of fishing docks or observation type platforms or decks on any Lot abutting Reserve Areas A, B, C and D is prohibited.
- 3.11 **Vehicle Storage and Parking:** No inoperable automobile, motor home, boat, trailer, travel trailer, or other vehicle shall be parked or stored on any Lot except within an enclosed garage. Primary parking for residents should be their garage or driveway.

- A. The parking areas located at the Koi pond and the parking islands located in the residential area commonly referred to as the Villas are temporary parking only spaces for guests, visitors, service people and residents. Permanent parking in these areas is prohibited.
- 3.12 **Swimming Pools:** Above ground swimming pools are prohibited. Spas and hot tubs having less than 100 square feet in area are permitted and shall be screened from public view and located within the 3500 square feet of permitted Privacy Fencing set forth in Subsection 3.4. Pool fences must also be in compliance with the City of Broken Arrow Ordinances.
- 3.13 **Clotheslines:** Exterior clotheslines and poles or other apparatus used for outdoor clothes drying are prohibited.
- 3.14 **Materials and Storage:** No Lot shall be used for the storage of materials for a period greater than thirty (30) days prior to the start of construction of improvements on the Lot. Construction activity on the Lot shall be completed within one (1) year after commencement. Each Lot shall be maintained in a neat and orderly condition at all times during construction. No construction debris shall be allowed to remain on any Lot for a period of more than thirty (30) days.
 - A. The vacant lots, streets and common areas of the subdivision shall not be used as dump sites or cleaning sites for concrete trucks or work.

SECTION IV

Landscaping

- 4.1 **Purpose:** In recognition of the unique contribution that trees and other landscaping make to the esthetic quality and value of an individual Lot and to the Subdivision as a whole, landscaping is required as follows:
 - A. **Planting and Preservation of Trees:** Within each Lot, all yard areas excluding patios, pools, drives, and other paved areas shall be landscaped. The required landscaping shall not be less than sodded grass turf and a minimum of six (6) trees. The required trees may be native if not less than four (4) inches in caliper or shall be planted. For required planted trees, the minimum size shall be as follows:
 1. Ornamental trees shall not be less than six feet in height and two inches in caliper.
 2. Conifer/evergreen trees shall not be less than eight feet in height.
 3. Canopy trees shall not be less than twelve feet in height and three inches in caliper.
- 4.2 **Irrigation System:** Required landscaping shall be irrigated by an underground irrigation system.
- 4.3 **Installation and Maintenance:** Within a Lot, required landscaping shall be installed prior to occupancy of the dwelling and shall be maintained in a live or healthy condition and replaced as necessary.

SECTION V

The Villas

- 5.1 Use: The use of the Lots shall be limited to detached single family residences and uses customarily accessory thereto.
- 5.2 Development Concept and Siting Requirements: The concept of the development of the Villas is a village of single family residences, each having an enclosed side courtyard which is designed and intended to be the principal private open space of the residence. Within certain Lots, the single family residence is built along a predetermined side building line established to provide privacy to the adjoining residence and to achieve a more useful aggregate of side courtyard space. In order to implement the concept, the following siting and construction requirements are established:
- A. Designation of Lots Having a Mandatory Building Line: The following Lots are designated as "Benefitted" or "Burdened" in relationship to an adjoining Lot as follows:

Benefitted Lot

Lot 6 - Block 6
Lot 7 - Block 6
Lot 8 - Block 6

Lot 16 - Block 7
Lot 17 - Block 7
Lot 18 - Block 7
Lot 19 - Block 7

Lot 32 - Block 7
Lot 35 - Block 7
Lot 36 - Block 7
Lot 37 - Block 7
Lot 39 - Block 7

Lot 40 - Block 7
Lot 41 - Block 7
Lot 42 - Block 7
Lot 45 - Block 7
Lot 46 - Block 7
Lot 47 - Block 7
Lot 49 - Block 7
Lot 50 - Block 7
Lot 51 - Block 7

Adjoining Burdened Lot

Lot 7 - Block 6
Lot 8 - Block 6
Lot 9 - Block 6

Lot 17 - Block 7
Lot 18 - Block 7
Lot 19 - Block 7
Lot 20 - Block 7

Lot 33 - Block 7
Lot 34 - Block 7
Lot 35 - Block 7
Lot 36 - Block 7
Lot 38 - Block 7

Lot 41 - Block 7
Lot 42 - Block 7
Lot 43 - Block 7
Lot 44 - Block 7
Lot 45 - Block 7
Lot 46 - Block 7
Lot 48 - Block 7
Lot 49 - Block 7
Lot 50 - Block 7

Within each Adjoining Burdened Lot as above designated (hereinafter referred to as a "Burdened Lot") there is herein established a mandatory building line, (hereinafter

referred to as the "Mandatory Building Line") located 5 feet from and extending parallel with the side lot line which is a common boundary with a Benefitted Lot as above designated (hereinafter referred to as a "Benefitted Lot").

- B. **Mandatory Building Wall:** Within each Burdened Lot the dwelling shall be constructed and maintained with an exterior building wall (hereinafter referred to as the "Mandatory Building Wall") located parallel with and extending along the Mandatory Building Line a distance of not less than 55 feet.
- C. **Opening Prohibited:** A Mandatory Building Wall shall not be penetrated by doors, gates, HVAC venting, kitchen exhaust venting, laundry dryer venting or windows, provided however, windows located above the first story ceiling plate line and having a sill height of not less than 6 feet shall be permitted. The above set forth restrictions on venting of the Mandatory Building Wall shall not be applicable to venting presently existing within Lots 6, 7, 8 - Block 6.
- D. **Courtyard Privacy Walls:** Upon the completion of construction of a dwelling on a Benefitted Lot and the completion of construction of a dwelling on an adjoining Burdened Lot within which a Mandatory Building Line has been established parallel to and 5 feet from the common boundary, the Owner of the Benefitted Lot shall, at such owner's cost, construct and maintain a front and rear privacy wall (hereinafter referred to as the "Courtyard Front Privacy Wall" and the "Courtyard Rear Privacy Wall") which shall enclose a side courtyard. The Courtyard Front Privacy Wall shall not exceed nor be less than six (6) feet in height and shall commence at a point not less than 5 feet from the front corner of the building wall of the dwelling located on the Benefitted Lot which is most parallel and near to the common boundary and shall extend perpendicularly to a point of attachment on the Mandatory Building Wall of the dwelling on the Burdened Lot. The Courtyard Rear Privacy Wall shall not exceed nor be less than six (6) feet in height and shall commence at a point not less than 5 feet from the rear corner of the building wall of the dwelling located on the Benefitted Lot which is most parallel and near to the Common boundary and shall extend perpendicularly to a point of attachment on the Mandatory Building Wall of the dwelling on the Burdened Lot. A Courtyard Front Privacy Wall and/or. Courtyard Rear Privacy Wall may be penetrated by one gate for pedestrian or golf cart passage located either within the Benefitted Lot or the Burdened Lot as the owner of the Benefitted Lot may select but any gate so constructed shall, when closed, screen the interior portions of the side courtyard. The height of a privacy wall shall be measured from grade at each point along the wall, provided however, reasonable grade transition shall be permitted and resulting minor departures from the required 6 foot height may be disregarded. The required privacy walls shall be of consistent design and materials and shall be brick, stone or stucco and shall be architecturally compatible with the design, materials and color of the dwelling located on the Benefitted Lot. Front and rear courtyard privacy walls are not required if no courtyard exists between properties.
- E. **Side Yard Easement Grant:** The Owner/Developer herein establishes and grants for the benefit of and appurtenant to each Benefitted Lot a perpetual exclusive easement of use and enjoyment (hereinafter referred to as the "Side Yard Easement") of that area Within an adjoining Burdened Lot extending from the Mandatory Building Line to the common boundary of the adjoining Lots (hereinafter referred to as the "Side Yard Easement Area"). The Side Yard Easement shall be subject to the following rights, reservations, and limitations:
1. The use of the Side Yard Easement by the owner of the Benefitted Lot shall be limited to the uses customarily made of residential yards and may include but shall not be limited to landscaping, lighting, swimming pool or spa, patio floors and the

placement and use of customary lawn and yard furniture, and shall include the incidental rights necessary to permit the construction and maintenance of a required Courtyard Front Privacy Wall and a required' Courtyard Rear Privacy Wall but shall exclude buildings or any structure that would materially interfere with the owner of the Burdened Lot from time to time entering the easement area for the purposes of maintenance of the dwelling located within the Burdened Lot.

2. The owner of the Burdened Lot shall not place any structures within the Side Yard Easement specifically including any HVAC air conditioning unit provided however, the owner of a Burdened Lot shall have the reserved right to maintain a customary roof eave overhang into the easement area, but any roof overhang shall be guttered to divert storm water runoff away from any adjoining enclosed courtyard area of the Benefitted Lot.
 3. Notwithstanding any preceding provision to the contrary, the owner of a Burdened Lot shall have the reserved right to from time to time enter any gate or remove the Courtyard Front Privacy Wall or Courtyard Rear Privacy Wall to the extent necessary to permit maintenance of the dwelling located within the Burdened Lot provided however, upon so doing. The owner of the Burdened Lot upon completion of such maintenance shall diligently proceed to replace or rebuild the Courtyard Front Privacy Wall and/or the Courtyard Rear Privacy Wall and restore the Side Yard Easement Area to the conditions which existed at the time of commencement of the maintenance but shall not be obligated to restore landscaping.
 4. The owner of the Benefitted Lot shall indemnify and hold the owner of the Burdened Lot harmless from all claims, and all costs, expenses and liabilities (including attorney's fees) related thereto, arising from or in connection with the use and enjoyment of the Side Yard Easement by the owner of the Benefitted Lot his tenants and invitees, including but without limitation, accident, injury or loss upon or about the Side Yard Easement suffered by the owner of the Benefitted Lot his tenants and invitees.
- F. End Lots: The Lots not designated in subparagraph A above as Benefitted Lots (hereinafter referred to as "End Lots") shall be required to construct and maintain an enclosed side courtyard extending to a side lot line of the Lot along which side lot line and within the End Lot, no Mandatory Building Line has been established. The owner of the End Lot shall, at such owner's cost, construct and maintain a connecting front privacy wall, rear privacy wall and a lot line privacy wall (hereinafter referred to as the "Courtyard Front Privacy Wall", the "Courtyard Rear Privacy Wall" and the Courtyard Lot Line Privacy Wall"). The Courtyard Front Privacy Wall shall not exceed nor be less than six (6) feet in height and shall commence at a point not less than 5 feet from the front corner of the building wall of the dwelling located on the End lot which is most parallel and near to the nearest side lot line and shall extend perpendicularly to a point of attachment on the Courtyard Lot Line Privacy Wall. The Courtyard Rear Privacy Wall shall not exceed nor be less than six (6) feet in height and shall commence at a point not less than 5 feet from the rear corner of the building wall of the dwelling located on the End Lot which is most parallel and near to the nearest side Lot line and shall extend perpendicularly to a point of attachment on the Courtyard Lot Line Privacy Wall. A Courtyard Front Privacy Wall and/or a Courtyard Rear' Privacy Wall may be penetrated by one gate for pedestrian or golf cart passage located either within the Benefitted Lot or the Burdened Lot as the owner of the Benefitted Lot may select but any gate so constructed shall, when closed, screen the interior portions of the side courtyard, The Courtyard Lot Line Privacy Wall shall not exceed nor be less than six (6) feet in height and shall extend along the side lot

line from a point of attachment on the Courtyard Front Privacy Wall to a point of attachment on the Courtyard Rear Privacy Wall. The height of a privacy wall shall be measured from grade at each point along the wall, provided however, reasonable grade transition shall be permitted and resulting minor departures from the required 6 foot height may be disregarded. The required privacy walls shall be of consistent design and materials and shall be brick, stone, or stucco and shall be architecturally compatible with the design, materials and color of the dwelling located on the Lot provided however the Courtyard Lot Line Privacy Wall may include wrought iron above an elevation 42" above grade.

- G. **Platted Mandatory Building line Termination:** The mandatory building line as depicted on the recorded plat of The Lakes at Indian Springs (Plat # 5393) as "MB/L" shall be of no further force and effect in the application of the building and use restrictions set forth within Section V of this Declaration.

5.3 **Living Area:** The computation of living area shall not include any unheated basement or attic space. All measurements for living area shall be taken horizontally to the face of the outside frame line (excluding exterior veneer). Any first floor area to be considered as living areas must average at least eight feet (8') in height. Second story living areas shall average eight feet (8') in height for at least one-half (1/2) of the area being considered. Any area having less than five feet (5') in height shall be excluded in living area calculations.

- A. **Single Story:** A single story residential dwelling shall have at least 2,000 square feet of finished living area.
- B. **Two Story and One & One Half Story:** A residential dwelling having two levels or stories immediately above and/or below each other, measured vertically, shall have at least 2,000 square feet of finished living area on the first story or level.

5.4 **Building Requirements:**

- A. All requirements for Exterior Antennas, Exterior Wall, Foundations and Stem Walls, Roofing, Trash Enclosures, HVAC Condensing and Mechanical Units, Mailboxes, Windows and Doors, Fireplaces and Other Roof Protrusions, and Roof Pitch are found in Section II - 2.2, Section III - 3.3, A through I, above.

5.5 **Fences and Walls:** All fences, above grade walls, or earth retaining walls shall comply with the following restrictions and limitations.

- A. **Courtyard Front Privacy Wall and Courtyard Rear Privacy Wall** within Subsections 5.2 D above, are set forth certain mandatory requirements for privacy walls enclosing the side courtyard area. All other fencing and walls shall be prohibited except rear yard privacy walls as set forth within Subsection B, below.
- B. **Rear Yard Privacy Walls:** Rear yard privacy walls shall be required for any patio or deck located within the rear yard and no other rear yard privacy walls or fencing shall be permitted. Required rear yard privacy walls shall be subject to the following restrictions and limitations:
1. Rear yard privacy walls shall only be located within the rear yard and shall not extend nearer to an adjacent side Lot line than the nearest corner of the dwelling.

2. Rear yard privacy walls shall not exceed nor be less than forty two inches (42") in height at any point along the wall, measured from the floor of the patio or deck.
 3. Rear yard privacy walls shall be attached to the primary residence and shall be limited to providing visual screening or security for enclosed areas not exceeding 200 square feet.
 4. Rear yard privacy walls shall be set back from any lot line a minimum distance of ten feet (10').
 5. Rear yard privacy walls shall be constructed of brick, stone, stucco, wrought iron or other materials architecturally compatible with the style, materials, and colors used on the primary residence. Wrought iron fencing shall have masonry columns located at intervals of not greater than eight feet (8').
- C. Retaining Walls: Earth retaining walls shall be constructed of stucco veneered concrete, stucco veneered concrete block, brick, or stone compatible with the materials and colors used on the primary residence.
- D. General Prohibition: Except as set forth within Subsections A, B, and C above, fences and walls are prohibited.
- 5.6 All requirements for Garages, Commercial Activities, Livestock-Poultry-Pets, Noxious Activity, Signs, Existing Building, Temporary and Accessory Structures and Buildings, Vehicle Storage and Parking, Clotheslines, Material and Storage are found in Section III - 3.2, 3.5 through 3.11 and 3.13 through 3.15, above.
- 5.7 Swimming Pools: Above ground swimming pools are prohibited. Spas and hot tubs having less than 100 square feet in area are permitted. Permitted swimming pools, spas and hot tubs shall be located within the side courtyard area and shall be screened from public view. Pool fences must also be in compliance with the City of Broken Arrow Ordinances.

SECTION VI

Villa Landscaping

- 6.1 The requirements for landscaping within the Villas are the same as found in Section IV, above, with the following exception: A minimum of four (4) trees are required for the Villas.
- 6.2 Common Maintenance: The maintenance of the landscaping within the unenclosed and unpaved area of each Lot is herein established as a common undertaking and shall be performed by The Lakes at Indian Springs, L.L.C. during the period of development of the Subdivision and thereafter shall be performed by the HOA.
- 6.3 Landscaping Maintenance Easement: The Declarant herein reserves, grants and conveys to The Lakes at Indian Springs, L.L.C. an exclusive perpetual easement (which may be subsequently assigned and conveyed to the HOA) for the purposes of entry to each Lot and the maintenance of landscaping within the unenclosed and unpaved area of each Lot.

SECTION VII

ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

- 7.1 **Enforcement:** The Building and Use restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns and shall inure to the benefit of the owners of the Lots and the HOA. If the undersigned Owner/Developer, or its successors or assigns shall violate, or attempt to violate, any of the covenants set forth within this instrument, it shall be lawful for any owner of a Lot or the HOA to maintain any action at law or in equity against the person or persons violating, or attempting to violate, any such covenant, to prevent him or them from doing so or to compel compliance with the covenant. In any judicial action brought by the HOA or an owner of a Lot which action seeks to enforce the covenants or restrictions set forth herein or to recover reasonable damages for the breach thereof, the prevailing party shall be entitled to recover reasonable attorney's fees and costs and expenses incurred in such action.
- 7.2 **Duration:** These Building and Use Restrictions, to the extent permitted by applicable law, shall be perpetual, but in any event shall be in full force and effect for a term of not less than thirty (30) years from the date of the recording of this Declaration of Building and Use Restrictions unless terminated or amended as hereinafter provided.
- 7.3 **Amendment:** The covenants, restrictions, and limitations contained within this instrument may be amended or terminated at any time by a written instrument signed and acknowledged by The Lakes at Indian Springs, L.L.C. during such period that The Lakes at Indian Springs, L.L.C. is the owner of at least seven (7) Lots within The Lakes at Indian Springs or alternatively the covenants, restrictions, and limitations may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of more than 65% of the Lots. In the event of any conflict between an amendment or termination properly executed by The Lakes at Indian Springs, L.L.C. (during its ownership of at least seven (7) Lots), and any amendment or termination properly executed by the owners of 65% of the Lots, the instrument executed by the Lakes at Indian Springs, L.L.C. shall prevail during the time of The Lakes at Indian Springs, L.L.C.'s ownership of at least seven (7) Lots. The provisions of any instrument amending or terminating covenants as above set forth shall be effective from and after the date it is properly recorded.
- 7.4 **Severability:** Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any Court, or otherwise, shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein, which shall remain in force and effect.

IN WITNESS WHEREOF; the undersigned Declarant has executed this instrument this 24 day of August, 2023.

The Lakes at Indian Springs Home Owner Association Board of Directors:

John D. Lawrence
John D. Lawrence, President

Gabriella Wilson
Gabriella Wilson, Vice President

Kim Coder
Kim Coder, Treasurer

Petite Price
Petite Price, Secretary

Kelly Rosencutter
Kelly Rosencutter, Director at Large

This instrument was acknowledged before me this 24 day of August 2023 by the Lakes at Indian Springs HOA Board of Directors.



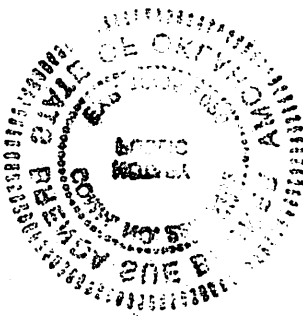
Brenda Sue Bruner
Notary Public

My Commission Expires:

10/5/2026

THE STATE OF NEW YORK
COUNTY OF []

IN SENATE



REPORT OF THE

COMMISSIONERS OF THE LAND OFFICE, IN ANSWER TO A RESOLUTION PASSED BY THE SENATE, APRIL 21, 1885.

ALBANY:

WHELAN & COMPANY, PRINTERS, 1885.

NEW YORK:

WHELAN & COMPANY, PRINTERS, 1885.

NEW YORK:

THE STATE OF NEW YORK, DEPARTMENT OF THE LAND OFFICE, ALBANY, 1885.

IN SENATE, JANUARY 14, 1886.