



INDIAN HILLS ESTATES

Declaration of Covenants and Restrictions
by the
Indian Hills Estates Company
and the
Indian Hills Estates Association
Cherokee County, Oklahoma
Beauty-Security-Quietness-Leisure

Revised June 30, 2020

INDIAN HILLS ESTATES ASSOCIATION CHEROKEE COUNTY, OKLAHOMA

Revised Declaration of Covenants and Restrictions (June 2020)

The original declarations, made the 15th day of June 1991, is hereby superseded by the following articles. The Indian Hills Estates Company, an Oklahoma partnership hereafter called the Developer, and the Indian Hills Estates Association comprised of residential home site owners are the principles of this Declaration.

Witnesseth:

Whereas, the Developer is the owner of the real property described in Article 11 of this declaration and desires to create thereon a residential community with open spaces and other common facilities; and to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto to the covenants, bi yearly assessments, restrictions, easements, charges, and liens, hereinafter set forth, each and all of which is and are for the benefit of the said property and each owner thereof, and

Whereas, the Developer has deemed it desirable for the efficient preservation of the values, amenities and aesthetic nature of the said community, to create a partnership with each owner, and collectively with all owners, of property described in Article V of this declaration; and

Whereas this Developer/Owner partnership will be called the Indian Hills Estates Association; and

Whereas, this Indian Hills Estates Association, a nonprofit property

owners association through its legally elected officers, shall have the responsibility to enforce the Covenants and Restrictions herein set forth and to administer the common properties and common facilities, and collect and disburse any assessments and/or charges for security and other services, and payments of indebtedness it may occur; and Whereas the Developer declares that the real property described in Article 11 of this declaration, and such additions thereto as may hereafter be made, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens, (sometimes referred to as "covenants and restrictions") as hereinafter set forth,

Now, therefore, the Developer has created under the laws of the State of Oklahoma, a non-profit property owners association which hereafter shall be called the Indian Hills Estates Association and shall be dedicated to the purpose of protecting and enhancing the value of properties within said Estates, of owning and administering the common properties and facilities and payments of debts thereof; of enforcing the Covenants and Restrictions binding each deed to the properties as herein described; and the creating and maintaining of a peaceful and protected community as herein set forth.

ARTICLE I

DEFINITIONS

SECTION 1: The following words used in this declaration (unless the context shall prohibit) shall have the following meanings:

- A) "Association" or "Community Association" shall mean and refer to the Indian Hill Estates Association.
- B) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this declaration.
- C) "Common Properties" shall mean and refer to the roads

and those areas of land shown on the official plat by JGVE, Inc., Oklahoma City, Oklahoma, and showing certified survey changes of the plat of the Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties including areas the Developer may designate as Common Properties.

- D) "Recreational Property shall mean specific lots set aside by the Developer for recreation. The restrictions binding the Common Properties and the acreage in Article II shall not apply to recreation property unless it has been deeded to the Association by the Developer and set aside for special purposes by the Association.
- E) "Commercial Property". The acreage has no plots designed as Commercial Property. No acreage in Article II shall carry this distinction nor shall business property be built thereon, or business activity conducted thereon, with the exception of the Developer. (See Article X, Section II)
- F) "Acreage" shall mean and refer to any plot of land, with metes and bounds description, shown upon the official map of The Properties with the exception of Common Properties as heretofore defined.
- G) "Living Unit" shall mean and refer to any portion of building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.
- H) "Multifamily Structure" shall mean and refer to any building containing two or more Living Units under one roof except when each such living unit is situated upon its own individual lot.
- I) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Acreage of Living Unit situated upon The

Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

- J) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section I, hereof.
- K) "Association Water" or "Water System" shall refer to all lines, fire plugs and valves, placed upon the common Properties. This shall not include the water meters and backflow valves which shall be the responsibility of each owner who may wish to install different size meters and valves.
- L) "Electrical System" shall refer to all the lines and the transformers which are owned by the Lake Region Electric Coop Company. It is understood that the Coop will maintain all lines and transformers and the owners should not attempt to operate or open the pad mount transformers. All rebates for the construction of power lines shall be made to the Indian Hills Estates Company defraying the original costs. Electrical lines are not Common Property of the Association.
- M) "Easement" shall refer to that portion of an acreage, which the Developer has designated in the deed under/above which the electric and/or water lines are placed.
- N) "Officers of the Association" and "Board of Directors" shall mean and refer to the duly elected officers of the Association who have legal authority to act for the owners and the Developer.
- O) "Other Property Owners" shall refer to persons owning property in the area prior to the year 1990 and indicating

no desire to cooperate with the Developer in establishing the Indian Hills Estates or joining the Indian Hills Estates Association.

ARTICLE II

Property subject to this declaration

Additions thereto

Exceptions

SECTION 1: Existing Property.

The Real Property which is, and shall be held, transferred, sold, conveyed, and occupied, subject to this Declaration is located in Cherokee County, Oklahoma and is more particularly described as follows:

The following words used in this declaration (unless the context shall prohibit) shall have the following meanings:

Indian Hills Estates containing seventy-two plus (72+) acres according to the deeds therefore recorded as Document No. 01877, Book 449, Page 699, on the Ninth day of April, 1990, in the office of the County Clerk of Cherokee County, Oklahoma, of which real property shall hereinafter be referred to as existing property, in the E ½ of the NE 1/4, Section 36, Township 14 North Range 21 East of Cherokee County, Oklahoma.

SECTION 2: Addition to Existing Property.

Additional lands may become subject to this declaration in the following manner:

- A) Additions by the Developer The Developer may from time to time add to the properties such land as is now owned or approved for addition by the Developer provided that the land so added at that time be bound by all of the terms of this Declaration and any future modification thereof and provided that the Developer shall be under no obligation to add additional land to the Properties.
- B) Mergers. Upon a merger to consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants and Restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change, or addition to the Covenants established by this Declaration within the Existing Property except as hereinafter provided.

SECTION 3: Exceptions.

The following acreage shall not be subject to the Covenants and Restrictions of this Declaration since they have not been set aside for single residential building sites by the Developer.

- A) Area at the beginning of the properties which includes the main entrance and security gate.
- B) Fire station.
- C) The roads.
- D) An equipment storage area.
- E) Any other areas which the developer may deem appropriate for recreation or for the common good or not proper for building purposes.

SECTION 4: Division of Acreages.

No acreage purchased from the Indian Hills Estates Company or any owner may be sub- divided to create smaller tracts or partials. Two or more acreages, under common ownership, may be developed as a single acreage after full payment of the price or the Common Properties.

ARTICLE III

Membership and Voting Rights in the

Association SECTION 1: Membership.

Every person or entity who is a record owner of a fee or undivided fee interest in any

Acreage or Living Unit which is subject by covenants or record to assessment by the Association, provided that any such person or entity who holds interest merely as security for the performance of an obligation shall not be a member.

SECTION 2: Officers of the Association.

The Developer shall have the authority to appoint the first officers of the Association and thereafter it shall be the duty of the officers, herein called the Board of Directors of the Indian Hills Estates Association, or Board of Directors of the Association during the first week in May of

each odd numbered year their intention of holding an election on a specific date within (60) sixty days and not less than (30) thirty days from the first week in May for the purpose of electing officers for a (2) two year term.

The Officers shall be:

- 1) The President
- 2) The Secretary
- 3) The Treasurer

The association members shall have the option of adding the office of Vice President and an additional officer to compose a five-member Board of Directors of the Association.

The election of the officers shall be by simple majority as is hereinafter set forth in Section 3 of this article.

The President of the Association shall call annual meetings for early June of each year and special meetings of the Association as deemed necessary to the business of the Association as defined in this Declaration. The officers shall appoint members of any committee deemed necessary; to augment the business of the Association. (See Article VIII)

SECTION 3: Voting Rights.

The Association shall have two classes of voting membership.

Class A. Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each Acreage or Living Unit in which they hold the interest required by Section 1. When more than one person holds such interest or interests in any Acreage or Living Unit all persons shall be members, and the vote for such Acreage or Living Unit shall be exercised as they among themselves determine, but in no event shall

more than one vote be cast with respect to any such Acreage or Living Unit.

Class B. Class B members shall be the Developer who shall be entitled to one vote for each home site which is provided with electricity and water and is available for construction without major clearing.

SECTION 4: Committees of the Board.

It shall be the responsibility of the President of the Board of Directors of the Association to appoint members of committees to serve the Board.

A special standing committee called the Architectural Control Committee, responsible for the recommending of all building and maintenance of all properties, shall be appointed and shall serve terms of one year. This Architectural Control Committee shall have three members, who are property owners in the Estates, and shall be responsible to ascertain that the intent of the building and maintenance specifications of this Declaration are followed. In case the Committee cannot act upon approval of building plans, the Board at a regular or called session of the officers will act without Committee recommendation.

Other Committees may be appointed by the President of the Board of Directors of the Association

ARTICLE IV

Property Rights in the Common

Properties SECTION 1: Members Easements of

Enjoyment.

Subject to the Provisions of Section 3, every Member shall have a right and easement of

access in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Acreage or Living Unit. However, only those members of the Association or their designates or their employees shall have the authority to maintain and operate the utilities owned by the Association or to make any construction on or improvements to any of the common properties owned by the Association.

SECTION 2: Title to Common Properties.

Each acreage owner shall be responsible to contact the Lake Region Coop, Box 127, Hulbert, Oklahoma, 74441, to secure electric service. It is the Coop's responsibility to provide the transformer and service after proper application and fees are received and accepted. Easements for electric power have been given to the Coop by the Developer. Some acreages have access to overhead power lines. Other acreages have access to pad mount transformers because the Developer has stipulated that some lines be buried.

SECTION 3: Extent of Member's Rights and Easements.

The rights of ownership created hereby shall be subject to the following:

- A) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

- B) The right of the Association, to suspend the enjoyment of any Member for any period during which any assessment remains unpaid, and
- C) The legal authority of the Association to charge reasonable admission and other fees for the use of the Common Properties including fees for the maintenance of the water system, the security systems, and the roads.
- D) The right of the Association to dedicate or transfer all or any part of the common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication to transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunto is sent to every Member at least (60) sixty days in advance of any action taken; and unless the note to the Developer is fully paid.
- E) The right of the Association to enter into licensing agreements for the use of the Common Properties with owners of properties not subject to this Declaration.
- F) The right of the Association to enact ordinances to protect the watershed from contamination which may be toxic, harmful or have detrimental effect on the water system.
- G) The right of the Association to file legal action for the collection of all judgments against any owner who does not pay annual assessments, monthly charges, or special

assessments for the proper maintenance of each acreage. (See Article 5. Section 9)

- H) The right of the Association to petition the courts for township status and to enact ordinances to assure protection and wellbeing of all members of the Estates.
- I) The right and duty of the Association to secure adequate insurance so that all buildings, equipment, and improvements shall be insured by the officers of the Indian Hills Estates Association for the benefit of the Association and the Owner. The amount of insurance should be for not less than the replacement cost and should afford protection against loss or damage by reason of
- a. Fire and other perils
 - b. Vandalism, malicious mischief, and theft
 - c. Risk of suit because of physical injury
- The insurance shall include the following provisions:
- a. Waivers by the association for injury caused by neglect not in the control of the Association.
 - b. Accidents caused on the common properties where the injured are promoting or conducting malicious mischief or theft or illegal entrance.

ARTICLE V

Covenant for Maintenance Assessments

SECTION 1: Creation of the lien and Personal Obligation of Assessments.

The developer and the Officers of the Association do hereby covenant with each owner, by their acceptance of the deed to each acreage, that maintenance assessment shall be deemed appropriate to provide for building insurance and services. Funds for which may be secured as follows:

- A) Annual assessment of charges.
- B) It is understood that electrical charges will be paid by the owner and/or the Developer directly to the Lake Region Electric Coop and each owner and the Developer will be subject to agreements made with that company. Any agreements made between the Association and the electric company for power to the Common Properties shall be the concern of the officers of the Association. It is understood that charges for water will be paid directly to the Association.

SECTION 2: Basis of Biannual Assessments and Monthly Charges.

Starting with the sale of each acreage, by the Developer, annual assessments shall be as follows except as provided below:

- A) \$480.00 per Homeowner Biannually payments.
 - 1) Jan 1st \$480.00
 - 2) July 1st \$480.00
- Payments will be due Beginning January 1st, 2021.

B) \$200.00 per lot owner Annually Due January 1st until a home is completed.

C) When two home sites are joined into one acreage, each homeowner will be required to pay the Biannual assessments.

D) Both homes together will only be allowed one vote for the entire acreage. Each time a new home is sold, thereby dividing the total cost among more homeowners, the annual HOA dues drop \$50.00 annually per household until the annual dues become \$600.00.

The annual assessment may be increased by vote of the Members, as hereinafter provided, for the next succeeding year and at the end of each such period of one year for each succeeding period of one year.

SECTION 3: Change in Basis and Maximum of Annual Assessment and Monthly Charges.

Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments and charges fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of a majority of the votes of members (as indicated above in Article III, Section 3) who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessment and charges undertaken as an incident to a merger or consolidation in which the Association is authorized to participate

under its Articles of Incorporation and under Article II, Section 2 hereof.

SECTION 4: Quorum for any Action Authorized Under Sections 4 and 5.

The Quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and S hereof, the presence at the meeting of Members, of proxies, entitled to cast (60) sixty percent of all the votes of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and S, and the required quorum at any subsequent meeting shall be one- half of the required quorum at the preceding meeting.

SECTION 5: Date of Commencement of Annual Assessments Due Dates

The annual calendar year assessment provided for herein shall commence on January I and will be due at the annual Board meeting.

The amount of the annual assessment which may be levied for the balance remaining in the: first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 thereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

SECTION 6: Duties of the Board of Directors.

The Board of Directors shall upon demand at any time furnish for any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

The Board of Directors shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Treasurer of the Association and shall be open to inspection of any Owner.

SECTION 7: Effect of Non-Payment of Assessment and Charges: The Personal

Obligation of the Owner, The Lien, and Remedies of Association.

If the assessments and charges are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner to pay such assessments and charges, and shall remain his personal obligation for the statutory period and shall pass to his successors in title. If the assessment is not paid within (30) thirty days after the delinquency date the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing to complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessments as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action. (See Article IV, Section 3.)

The amount of annual assessments nor paid within 12 months by the Owner may cause the Association to issue a lien against the acreage. After a lien has been filed and the assessment has not been paid and/or the complaint resolved to the satisfaction of the Officers of the Association, within 6 months, said officers shall petition a legal judgment, ask the Sheriff of Cherokee County, Oklahoma, to sell the acreage encumbered at public auction and the funds therefore after legal fees, be provided to the Association for reimbursement of services. It is

understood that the Owners proportionate ownership in the Common Properties held by the Association will accompany the deed and the new Owners shall have a deed with the Covenants and Restrictions intact as accompanied the original deed of the previous Owner.

This action, when necessary, shall be considered legally acceptable by the Owner/owners of each acreage when the acceptance agreement of the Declaration of the Covenants and Restrictions of the Indian Hills Estates Association is signed. (See Acceptance Agreement.)

SECTION 8: Subordination of the Lien to Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments.

SECTION 9: Exempt Property

The following property subject to this Declaration shall be exempted from the assessments, charges, and lien created herein:

- a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use.
- b) all Common Properties as defined in Article I, Section I hereof.
- c) All acreage owned by the Developer which do not have utilities and /or have not been sold to the Association members.
- d) All properties exempted from taxation by the laws of the State of Oklahoma upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessment, charges, or liens.

ARTICLE VI

Area Association

SECTION 1: Purpose.

Certain areas of the Properties may encompass common facilities not designed for use generally by the Members (of the Community Association) requiring the creation of a localized association for maintenance and operational purposes. In such cases the Developer may designate any area shown on any subdivision plat of the Properties as an Area Association.

SECTION 2: Membership.

Any member (of the Community Association) who owns Acreage of Living Unit within the Indian Hills Estates may by virtue of such ownership also be a member of any Area Association created for the purpose of recreation and common enjoyment.

SECTION 3: Title to Common Facilities and Members Easements.

Each Area Association shall take title to and hold, maintain, improve, and beautify for the common benefit of the members thereof such common facilities (such as but not limited to parks, green areas, parking areas, swimming pools and club houses) as from time to time may be conveyed to it and each Area Association member shall have a right to it; and each Area Association member shall have a right and easement of enjoyment in and to such common facilities and such easement shall be appurtenant to and shall pass with the title to every Acreage or Living

Unit in the Area Association. The extent of such easement shall be the same as is set forth in Article IV above.

SECTION 4: Maintenance Assessments.

All of the provisions of Article V above (except Section 3 thereof) shall apply and be applicable to each Area Association (unless the context of this Article VI shall prohibit such application) as if such provisions were set forth in full under this section. The annual assessment to be charged to members of an Area Association shall be determined from time to time by the Board of Directors of the Area Association but in no event may such assessments be in lieu of the amount of the assessments which are levied by the Community Association against Acreage of Living Units within the Indian Hills Estates.

SECTION 5: Exterior Maintenance.

In addition to maintenance upon the Common Properties, each Area Association may provide exterior maintenance under the same terms and conditions as set forth in Article IX below, which are specifically incorporated in this Section.

SECTION 6: Superior Jurisdiction of Community Association

The Community Association shall have jurisdiction over all The Properties, and every Owner shall be a member of the Community Association notwithstanding the fact that he may also be a member of an Area Association. The provisions of this Article VI shall at all times be subject and subordinate to the other Articles in this Declaration.

The Community Association may if approved by its Board of Directors perform services for any Area Association such as but not limited to the collection of assessments.

ARTICLE VII

Fences and Party Walls

SECTION 1: General Rules of Law to Apply

Each wall or fence which is built as part of the original construction of the homes upon The Properties and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls or fences and of liability for property damage due to negligent or willful acts of omissions shall apply thereto. Any fence must be approved by the Architectural Control Committee.

SECTION 2: Sharing of Repair and Maintenance

The cost of reasonable repair and maintenance of a party wall or fence shall be shared by the Owners who make use of the wall or fence in proportion to such use.

SECTION 3: Destruction by Fire or another Casualty

If a party wall or fence is destroyed or damaged by fire or other casualty, any Owner who has used the wall or fence may restore it, and if the other Owners thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, the right of any such Owners to call for a larger contribution from the others is under any rule of law regarding liability for negligent or willful or omissions.

SECTION 4: Right to Contribution runs with Land

The right of any Owner to contribution from any other Owner under this Article shall be determined to the land and shall pass to such Owner's successors in title.

SECTION 5: Arbitration

In the event of any dispute arising concerning a party wall or fence, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

ARTICLE VIII

Architectural Control

Committee SECTION 1: Review by Committee

No building, solid fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, colors, and location in relation to surrounding structures and topography by the Board of Directors of the Association. Reference in this declaration to "Architectural Control Committee" shall apply either to the aforesaid committee or to the Board of Directors, whichever happens to be acting at the time. In the event said Board, or its designated committee, shall fail to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, and in any event, if no action to enjoin the addition, alteration, or change has been commenced prior to the completion thereof, approval will not be required and this article will be deemed to have been fully complied with.

The Architectural Control Committee, appointed to one-year terms, by the Board of Directors of the Association, shall safeguard that the intentions of the Developer and the Association are enforced as stated in

these Covenants and Restrictions. The Committee shall have the responsibility to wisely interpret the harmony of design, and the reason for the building restrictions listed herein these Covenants and Restrictions and ascertain before construction approval that each construction of whatever nature is in harmony of external design and in harmony with the designs of the Developer and the Association .

If Architectural Control Committee approval is not given, owners may submit other plans or modifications until one is approved by the Committee or the Board of Directors of the Association. At no time will the price of an acreage be refunded to the Owner because of lack of approval by the Committee or the Association.

ARTICLE IX

Exterior

Maintenance SECTION 1: Exterior

Maintenance

In addition to maintenance upon the Common Properties, the Association may provide exterior maintenance upon each Acreage and Living Unit which is subject to assessment under Article V hereof, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees shrubs grass, walks and other exterior improvements. The procedures for such action are outlined in Article X hereof.

SECTION 2: Assessment of Cost

The cost of such exterior maintenance shall be assessed against the Acreage or living Unit upon which such maintenance is done and shall be added to and become part of the annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable

in all respects as provided in Article V and Article X hereof. Provided that the Board of Directors of the Association , when establishing the annual assessment against each Acreage or Living Unit for any assessment year as required under Article V hereof, may thereto the estimated cost of the exterior maintenance for that year but shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost thereof. (See Article IV, Section 3 and Article 10, Section 1.)

SECTION 3: Access at Reasonable Hours

For the purpose solely of performing the exterior maintenance authorized by this Article, the Association. through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Acreage or exterior of any Living Unit at reasonable hours on any day except Sunday.

ARTICLE X

Use Restrictions

SECTION 1: General Provisions

All of the Existing Property and all additional lands which shall be subject to this Declaration under Article 11 above shall be subject to the following use restrictions:

- a) **Land Use:** No building or structure shall be used for a purpose other than that for which the building or structure was originally designed, without the approval of the Architectural Control Committee.
- b) **Obstruction of Traffic:** No fence, wall, tree, hedge, or shrub planting shall be maintained in such manner as to obstruct

sight lines for vehicular traffic.

- c) **Nuisances:** No noxious or offensive activity shall be carried on upon any portion of The Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior light shall be directed outside the boundaries of a lot or other parcel by other than the Association or else by the approval of the Architectural Control Committee.
- d) **Grades:** Within any slope control area established by the Developer, no structure, planting, or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may damage or interfere with established slope ratios, create erosion or sliding problems, or change the direction of flow of drainage channels, or obstruct or retard the flow of water drainage channels. The Slope control areas of each Acreage or other parcel and all improvements in them shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility company is responsible.
- e) **Fences:** No solid fence or wall of any kind shall be erected, begun, or permitted to remain upon any portion of the Properties unless approved by the Architectural Control Committee except as outlined in Section 1 of Article VII.

There will be no fences in front of any residence. Wood and chain link fences are not allowed. Wrought Iron fences (Black or Bronze), and Black Vinyl coated chain link with top and bottom rails will be considered depending on placement of fence. No fence shall be more than 5 feet in height. Fencing cannot impede water flow across any lot.

- f) **No Commercial Activities:** No commercial sales activity, manufacturing or major repair activity involving the general

public, or signs contributing to such activity, shall be allowed on any Acreage or in any Living Unit.

- g) **Livestock:** No large livestock such as horses, cows, hogs, etc. may be kept on acreages. No animals shall be kept or permitted to remain upon any attract in the addition except domestic and household pets, provided any such pets are not kept, bred, or maintained for any commercial purposes. No more than four of any kind of animal is allowed. Barking dogs shall not become a nuisance to their neighbor. All such animals or pets must be restrictive to their lot and not be allowed to roam subdivision. Any animal of vicious propensities shall be kept secured at all times. No animal shall be allowed to menace a homeowner. The Board of Directors may require Owners to withdraw or actively restrain or control animals within the Estates. If this action is not forthcoming authorities shall be called to settle the matter.
- h) **Parking of Motor Vehicles, Heavy Equipment, Boats, and Trailers:** No trucks or commercial vehicles, and trailers or heavy equipment of every other description shall be permitted to be parked or to be stored on any Acreage unless they are parked or stored in an enclosed garage or in such other enclosures approved by the Architectural Control Committee, except only during periods of approved construction on the Acreage and not to exceed one hundred and eighty (180) days. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services, and the Developers equipment being used in the area.
- i) **Overhead Wiring:** No power or telephone distribution or service connection lines may be erected or maintained above the surface of the ground on an Acreage without the consent in writing by the

Architectural Control Committee.

- j) **Antennas:** No large outside radio or television antennas or dishes shall be erected, installed on the front of any Acreage, or constructed so as to impair vision or be unsightly.
- k) **Fuel Tanks:** No fuel tank or container of any nature shall be placed, erected, installed or constructed on any Acreage unless approved by the Architectural Control Committee and then only on the back of the Acreage. Fuel tanks shall be screened or buried when possible.
- l) **Temporary Structures:** No structure of a temporary character, trailer, basement, tent, shack , garage, barn, or other out building shall be used on an Acreage at any time as a resident, either temporarily or permanently except as authorized by the Architectural Control Committee and then only for a specified time of not over four (4) months. The only Acreage exemption from this ruling is any Acreage temporarily used for a night watchman or other employee.
- m) **Small Buildings:** No small buildings such as garages, tool and equipment sheds may be built on the front of any Acreage. Such buildings shall require the approval of the Architectural Control Committee before being constructed and must be erected on the back of any Acreage.
- n) **Detached Storage Building:** are allowed and shall not exceed 3000 square feet. Detached Storage Building shall be of the same general construction as the Main Residence (Roof and Walls), employing the same type of construction materials used in the main residence and shall be approved by the Architectural Control Committee. All buildings will have concrete, asphalt or black gravel driveways. Portable buildings are not allowed. Existing or

temporary structure cannot be placed on any lot. Pole Barn structures are not allowed.

- o) **Advertisements:** No signs, advertisements, billboards, or advertising structure of any kind may be erected or maintained on any Acreage; provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each Acreage or tract as sold and conveyed, which advertising board shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose for advertising for sale or lease the Acreage or tract upon which it is erected.
- p) **Drilling and Quarrying:** No oil drilling, oil development operations. Oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Acreage nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Acreage. No derrick or other structure designed for use in boring oil or natural gas shall be erected, maintained, or permitted upon any Acreage.
- q) **Dumping of Rubbish:** No Acreage shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers, or incinerators or other equipment for the storage or disposal of such material, which equipment shall be kept in a clean and sanitary container.
- r) **Sewage Disposal:** With the establishment of any septic tank and line to and lines of discharge of effluent the owner will furnish to the Architectural Control Committee a statement setting for the that he is aware of the Oklahoma Health Department's statues governing the requirements of the construction and maintenance of the septic tank and the discharge thereof and that he will comply with the provisions of the statues.
Plans and specifications of the system must be submitted to the

Oklahoma State Department of Health as least two (2) weeks prior to the time of anticipated construction. The Oklahoma State Department of Health shall determine if the specifications are met.

1. Immediately after completion of the construction, the Owner shall notify the Architectural Control Committee that the system has been approved by the Oklahoma State Department of Health so that the permanent water meter and backflow valve can be set, and water service approved.
2. the Architectural Control Committee shall be knowledgeable of any changes in a completed system which may involve a health hazard, a relocation of lines, or alteration in any way affecting the compliance of requirements

R) **Utility Easements:** Easement for installation and maintenance of utilities and drainage facilities are reserved to the Developer and the Association. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage any structure installed in accordance with said easement, or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easement. This also applies to the easement area of each Acreage and all improvements for which a public authority or utility company is responsible.

S) **Care and Appearance of Premises:** The Developer and the Officers of the Association fully realize that the future of the Indian Hills Estates depends upon the types of structures which are built on the Estates. But equally as important is the maintenance and care given homes and yards on the Estates.

Therefore, the structures and grounds on each Acreage shall be maintained in a neat and attractive manner.

It shall be the responsibility of the Architectural Control Committee to report to the Board of Directors when, in their opinion, a structure is becoming rundown, unattractive, and financially detrimental to the other property owners in the Association. It shall be the duty of the Officers of the Board of Directors to notify the involved property owner that they have received an unfavorable report from the Architectural Control Committee and ask that the necessary repairs be made if they feel the report is correct. If after sixty (60) days the repairs are not made, the

officers may call a special meeting of the membership to discuss the report, or they determine further action is needed or necessary and shall give the property owner a second sixty (60) days to improve or repair his property, setting for the action intended to be taken, and if at the end of such time no action has been taken by the Owner, then the officers of the Association shall call for three bids to repair the property and at the expense of the Owner shall attach a lien to the property for the amount of the repair and trouble equal in priority to the lien provided for in Article V hereof.

Likewise, it shall be the duty of each property owner, after clearing or building has begun, to keep the Acreage in a neat and attractive manner. If in the opinion of the Officers of the Association, an Owner cannot or will not remove trash, rubbish, or unsightly materials or vehicles, cut tall grass, weeds and vegetation, and to trim and prune so that the landscape will not be unsightly and unattractive in appearance the Association shall further have the right, upon like notice and conditions, to care for the unimproved, or uncared for property and shall do any and all things necessary or desirable to keep the Acreage in good order, all at the cost and expense of the Owner. If payments for such

services are not made within sixty (60) days a comparable lien as mentioned above shall be placed on the property.

It is further understood that the uncooperative Owner shall bare the cost of any and all attorney's fees if after suit it is determined that the Owner has not complied with the Covenants and Restrictions of this Declaration.

- T) **Exterior Colors:** The exterior finishing colors on all major structures as originally approved by the Architectural Control Committee shall be maintained and shall not be changed without the approval the Architectural Control Committee.
- U) **Home Rentals:** No daily, Weekly, or Monthly home rentals will be allowed in the sub-division. Leases will need to be approved by President and Developer for more than 6 months, before proceeding with Lease.

Section 2: Provisions Applicable to Acreage Designated for Single-Family Dwellings

Any Acreage subject to this Declaration designated on a recorded deed for single family dwelling purposes shall be subject, in addition to General Provisions, to the following use restrictions:

- a) **Land Use:** None of said Acreage may be improved, used or occupied for other than private residence purposes (except for model homes used by Developer) and no duplex, flat or apartment house, although intended for residential purposes, may be erected thereon. Any residence erected or maintained on any of said Acreage shall be designed for occupancy by a single family, except as indicated in Section 3 of Article II of this Declaration.
- b) **Height Limitation:** Any residence erected on any of said Acreage shall not be more than two (2) levels in height above ground, provided, that a residence more than two (2) stories in

height may be erected on any of said Acreages with the written consent of the Architectural Control Committee.

- c) **Minimum Size Requirements:** Any residence consisting of a single level above ground shall contain a minimum of 2000 square feet of enclosed heated and cooled floor area; any residence consisting of two levels above ground level shall contain a minimum of 1200 square feet of enclosed floor area on the first level above ground level and an overall minimum of 2000 square feet of enclosed floor area in the two levels above ground level; any residence consisting of a level or part of a level below ground level shall contain an overall minimum of 2000 square feet of enclosed floor area in levels above ground level. The words " enclosed floor area" as used herein shall mean and include areas of the residence enclosed and finished for all year occupancy, computed on inside measurements of the residence, and shall not mean or include any basements, garages, carports, porches or attics.

A residence containing less than the minimum enclosed floor area provided herein may be erected on any of said Acreage with the written consent of the Architectural Control Committee and special permission of the Association.

- d) **Building Lines:** No part of any residence shall be located on any Acreage nearer to the front street or the side street than sixty (60) feet, nor shall any part of any residence be located on any Acreage nearer than twenty (20) feet to the side property line nor nearer than twenty-five (25) feet to the rear property line. However, a residence or part of any residence may be located on any acreage nearer than forty (40) feet of a side street with the written consent of the Architectural Control Committee.
- e) **Uncompleted Structures:** No residence shall be permitted to stand with its exterior in an unfinished. condition for longer than twelve (12) months after commencement of construction without

permission of the Architectural Control Committee. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than six (6) months.

- f) **Garages and Carports:** All garages and carports must be attached to the main dwelling house unless otherwise approved by the Architectural Control Committee. All garages facing any street must have doors.

No Metal Building or structure of any kind, sized small or large, will be allowed. This include storages, carports, out buildings, fences, lean to's, sheds, not even a doghouse. This can only be overturned by 100% of property owners in writing. Metal roofing can only be approved by ACC.

Exemption: Metal building on lot 28 & 29, and on Lot 1 "Fire Station" which both currently exist. No other Metal buildings or additions can be built on these three lots after August 17, 2019.

- g) No above ground pools shall be allowed. Only below ground pools will be permitted. With approval of the Architectural Control Committee.

ARTICLE XI

Easements

SECTION 1: Easement for Installation of Lights and Landscaping

The Association may install streetlights on any street at any time, however, all wiring shall be buried in easements provided by the effected Owners.

SECTION 2: Context

As used in this Article, the term Acreage shall be deemed to include all parcels or property which are part of The Property.

ARTICLE XII

SECTION 1: Duration

General Provisions

The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall endure for the benefit of and be enforceable by the Developer or the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of ten (10) years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of five (5) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Acreage or Living units had been recorded, agreeing to change said Covenants and Restrictions in whole or in part.

SECTION 2: Notices

Any notice required to be sent to any Member or Owner under the provisions of this declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

SECTION 3: Enforcement

Enforcement of these covenants and Restrictions shall be any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants; and failure by the Association or any Owner to enforce

any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right of the Developer to do so thereafter.

SECTION 4: Developer Option to Repurchase

If the Owner of any Acreage within two (2) years of the date of purchase, and before any major construction is begun, wishes to sell the Acreage, the Developer shall have the option of purchasing the Acreage at the original sale price.

SECTION 5: Severability

Invalidation of any one of these Covenants or Restriction by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 6: Partnership with other parties not members of the Association

The Association may invite "other property" owners into the Association by two thirds (2/3) majority vote of all members, provided the "other property" owners: (1) pay their proportionate share of the cost of ownership of the Common Properties and/or services of the Association; and (2) sign the Acceptance Agreement of the Declaration of Covenants and Restrictions of the Association; and (3) pay the costs of the laying of utility lines, securing easements, labor and material costs, building outside fences on their property, and any other requirements of Association members. If the above is done, then the "other property" owners become full "Class A" members as outlined in Article III, Section 1 and Section 3.

If the "other Property" owners within the E1/2, NE, NE, Section 36, township 14, Range 21E of Cherokee County, Oklahoma, do not wish to become members of the association the Association and/or the Indian Hills Estates Company shall not be obligated to provide any service or utilities to those owners with the exception of passage through the main security gate and use of the existing private road leading directly to and

from the owners property which adjoins the road. As obligated by law the Developer and the Association shall provide ingress and egress to "other property" owners to go directly to and from their property which adjoins the main road. As obligated by law the "other property" owners shall respect the security and ownership of the residents of the Estates and shall leave the main gate in the same mode as when it was approached.

The Developer and the Association shall maintain clear and adequate roadways for "other property" owners to reach their property along the established roadway. Also, as respected by law the owners of property within the Estates shall expect "other property" owners to provide clear and adequate roadways across their acreages.

The Developer and the President of the Association shall be the contact persons with "other property" owners within the Estates. No Association member shall have authority to provide ingress and egress of permanent nature to anyone. Access security gate codes shall be issued only by Directors of the Association and/or the Developer. Films showing all persons/vehicles entering and leaving the Estates via the security gate shall be the property of the Developer and the Board of Directors.

SECTION 7: Protection of the Development

The Developer and the Association are dedicated to the proposition that Indian Hills Estates shall be a secure, peaceful, and beautiful living environment where the Covenants and Restrictions which bind each deed helps assure such environment. The Covenants and Restrictions which bind each deed help assure such environment. The Covenants and Restrictions are designed to protect, secure, and safeguard the homeowners from having their homes being situated in an area which becomes blighted because of neglect, or crime, or poor management. The covenants and Restrictions may seem strict and excessive, but they protect the property values and insure the peace and tranquility of the Estates.

AN ACCEPTANCE AGREEMENT

With

THE INDIAN HILLS ESTATES ASSOCIATION

Cherokee County, Oklahoma

And

This agreement, made on this _____ day of _____, _____ does hereby declare and affirm that we are the purchasers of an acreage known on the official plot plan of the Indian Hills Estates as _____ and we have read and do understand the Covenants and Restrictions of said Estates which are permanently binding to the deed of our property and we are agreeable to pay for services rendered and dues of the Association which we accrue.

Signed _____

Signed _____

Attest:

State of Oklahoma

County of _____

On this _____ day of _____, _____ before me appeared _____ of _____.

Who by me being duly sworn did say that he, she, they, do agree to accept the Covenants and Restrictions of the Indian Hills Estates Association, in Cherokee County, Oklahoma, governing the building of a home in said Estates and the living thereon; and have signed the Acceptance Agreement.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the above written County and State on the day, Month, and year abode written.

_____ Notary

My term expires _____

Neither the elected officials of the Indian Hills Estates Association, not members of any duly appointed committee established by the officers shall have any liability nor responsibility at law nor in equity on account of the enforcement of, nor on account of the failure to enforce, the Covenants and Restrictions.

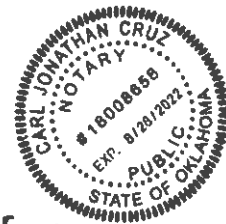
An acceptance agreement shall be signed by every Owner and the deed of each home site shall state the binding nature of the Covenants and Restrictions to the deed.


No acreage shall be sold by the Developer to parties not subscribing to these Covenants and Restrictions. The Association will faithfully guard and protect the Covenants and Restrictions and will not tolerate the blatant abuse or disregard of thus Covenant.

A copy of these amended Covenants and Restrictions shall be recorded in the office of the County Clerk of Cherokee County, Oklahoma, and will be effective upon the date of such recording. The original Covenants and Restrictions remain on file. Copies of the amended Covenants and Restrictions may be viewed at the office of the Indian Hills Estates Developers LLC. 36402 S Pine Rd, Park Hill OK 74451.


Approved on June 30, 2020

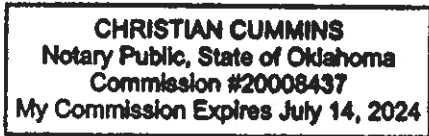

Bill Westmoreland, President, Indian Hills Estates Association



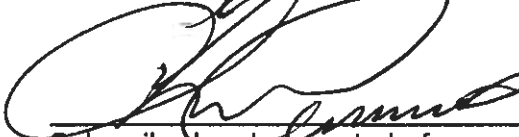

Notary
Subscribed and sworn to before me this 10th day of July 2020


Dina Lippert, Treasurer, Indian Hills Estates Association


Notary 9
Subscribed and sworn to before me this _____ day of SEPT 2020




Ken Lippert, Developer, Indian Hills Estates Developer LLC


Notary 9
Subscribed and sworn to before me this _____ day of SEPT 2020

