

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS FOR ASHTON AT FOREST RIDGE

P.U.D. NO. 86 DATED AUGUST 1, 1988

APPROVED 5-2-94 by the City Council of the City of Broken Arrow, Oklahoma. James Reynolds, Mayor; Brenda Kinkaid, City Clerk.

KNOW ALL MEN BY THESE PRESENTS:

THAT THE ROBSON COMPANIES, INC., an Oklahoma corporation, hereinafter referred to as the "Owner", is the owner of the following described real property, situated in the City of Broken Arrow, Wagoner County, State of Oklahoma, to-wit:

A part of the SW/4 NE/4 of Section 10, T-18-N, R-15-E, of the Indian Meridian, Wagoner County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

- Commencing at the Center Quarter Corner of said Section 10; Thence N 00°00'48" E a distance of 43.00 feet along the west boundary of the NE/4 of said Section 10; Thence S 89°40'33" E a distance of 35.00 feet to the "Point of Beginning"; Thence N 00°00'48" E a distance of 916.81 feet; Thence N 89°27'18" E a distance of 365.00 feet; Thence S 14°03'59" E a distance of 211.80 feet; Thence N 83°33'52" E a distance of 50.28 feet to a point of tangent curve; Thence along a curve to the right, through a central angle of 63°37'56", a radius of 155.00 feet and an arc length of 172.14 feet to a point of reverse curve; Thence along a curve to the left through a central angle of 39°15'23", a radius of 270.00 feet and an arc length of 184.99 feet; Thence S 72°03'35" E a distance of 190.28 feet; Thence N 01°44'21" W a distance of 18.71 feet; Thence S 88°31'29" E a distance of 291.25 feet to a point of non-tangent curve; Thence along a curve to the right whose chord bearing is S 00°48'14" W, through a central angle of 10°12'39", a radius of 624.54 feet and an arc length of 111.30 feet; Thence N 88°31'29" W a distance of 286.31 feet; Thence N 01°44'21" W a distance of 55.44 feet; Thence N 72°03'35" W a distance of 202.80 feet to a point of tangent curve; Thence along a curve to the right, through a central angle of 39°15'23", a radius of 305.00 feet and an arc length of 208.97 feet to a point of tangent curve; Thence along a curve to the left, through a central angle of 63°37'56", a radius of 120.00 feet and an arc length of 133.27 feet; Thence S 83°33'52" W a distance of 45.59 feet; Thence S 14°03'59" E a distance of 20.15 feet; Thence S 08°20'17" W a distance of 670.00 feet; Thence N 89°40'33" W a distance of 333.00 feet to the "Point of Beginning".

Said tract contains 408,080 square feet or 9.37 acres. The Basis of Bearings for the tract described above is an assumed bearing of N 00°00'48" E along the west boundary of the NE/4 of Section 10, T-18-N, R-15-E, of the Indian Meridian, Wagoner County, State of Oklahoma.

AND HEREBY CERTIFIES that it has caused the above described land to be surveyed, staked, platted and subdivided into lots, blocks, and streets, and has designated the same as "ASHTON AT FOREST RIDGE", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma.

SECTION I. EASEMENTS AND UTILITIES

A. General Utility Easements

The Owner does hereby dedicate for the public use the utility easements as depicted on the accompanying plat, for the several purposes of constructing, maintaining, operating, repairing, and/or removing any and all public utilities including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines, and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto with the rights of ingress and egress to and upon the utility easements and rights-of-way for the uses and purposes aforesaid; PROVIDED, HOWEVER, that the Owner hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along the utility easements, shown on the plat for the purpose of furnishing water and sewer services to the area included in the plat.

B. Underground Service

Overhead lines for the supply of electric, telephone and cable television service may be located along the north property boundary and the west property boundary of ASHTON AT FOREST RIDGE. Straight poles or standards may be served by underground cable, and elsewhere throughout the subdivision all supply lines shall be located underground, in the easement-ways reserved for general utility services and public streets, as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in easement-ways.

Underground service cables to all structures which may be located on all lots in the subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon each said lot; provided that upon the installation of such a service cable to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a 5-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said structure.

The supplier of electric, natural gas, telephone and cable television service, through its proper agents and employees, shall at all times have the right of access to all such easement-ways as depicted on the accompanying plat, or provided for in this deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric, telephone, or cable television facilities so installed by it.

The owner of each lot shall be responsible for the protection of the underground service facilities located on his property, and shall prevent the alteration of grade or any construction activity which may interfere with natural gas, electric, telephone, or cable television facilities. The supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

The foregoing covenants concerning underground electric, natural gas, telephone, or cable television facilities shall be enforceable by the supplier of service, and the owner of each lot agrees to be bound thereby.

C. Water and Sewer Service

- 1. The owner of the lot shall be responsible for the protection of the public water and sewer mains located on or in his lot.
2. Within the utility easement areas depicted on the accompanying plat, the alteration of ground elevations in excess of 3 feet from the contours existing upon the completion of the installation of a public water main or sewer main, or any construction activity which would interfere with public water and sewer mains, shall be prohibited. Within the depicted utility easement area, if the ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the Owner or at the Owner's expense.
3. The City of Broken Arrow or its successors shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents, or contractors.

4. The City of Broken Arrow or its successors, through its proper agents and employees, shall at all times have right of access to all easement-ways shown on the plat, or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing, or replacing any portion of said underground water or sewer facilities.

5. The foregoing covenants set forth in this Paragraph C shall be enforceable by the City of Broken Arrow or its successors, and the owner of the lot agrees to be bound thereby.

D. Surface Drainage

1. Each lot, per the finish grading plan, shall receive and drain in an unobstructable manner, the storm and drainage waters from lots and drainage areas of higher elevation, and from streets and easements. No owner shall construct or permit to be constructed any fencing or other obstructions which would impede the drainage of storm and surface waters over and across his lot. The foregoing covenants set forth in this Subsection D shall be enforceable by any affected lot owner or by the City of Broken Arrow.

E. Paving and Landscaping within Easements

1. The owner of the lot affected shall be responsible for the repair of damage to landscaping and paving occasioned by necessary maintenance of underground water, sewer, storm sewer, electric, natural gas, communication and telephone facilities as depicted upon the accompanying plat; provided, however, the City of Broken Arrow, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

F. Golf Course Easement

1. Except as may be limited herein with respect to golf carts or otherwise, there are hereby created non-exclusive easements over and upon portions of ASHTON AT FOREST RIDGE, which easements are appurtenant to the area of the Golf Course, as described on Exhibit "C" (as amended from time to time) of the Forest Ridge Covenants, Conditions and Restrictions (as amended from time to time) and which shall inure to the benefit of the owner of the Golf Course property, its employees, agents, and contractors, and any individuals permitted to use the Golf Course. Such non-exclusive easements shall allow such individuals to go upon or over any area of ASHTON AT FOREST RIDGE contiguous to the Golf Course during and in the course of play on, or other permitted use of the Golf Course. The foregoing shall include the right path of golf balls and the retrieval thereof. Such individuals are not permitted to drive golf carts onto individual lots but shall be permitted to traverse designated areas of ASHTON AT FOREST RIDGE with golf carts. Such individuals shall also be allowed to use such easements for the purpose of construction, maintenance, and repair of the Golf Course and related improvements; provided, however, that no permanent improvements to or alterations of ASHTON AT FOREST RIDGE or portions thereof, subject to said easements shall be made or allowed thereon (a) the establishment and maintenance of "out-of-bounds" markers or signs consistent with those utilized elsewhere in connection with the Golf Course; and (b) underground water, or utility lines for use in connection with the Golf Course. During professional golf tournament play, special events, or other events designated by the owner of the Golf Course or its representatives, temporary cables, including television and radio transmission cables and electrical service lines, and other temporary facilities or structures may be permitted on ASHTON AT FOREST RIDGE in designated areas to facilitate the conduct of such events, or to accommodate galleries; provided, however, that any damage to any portion of ASHTON AT FOREST RIDGE or any Lot therein resulting from the use of the easement granted hereby shall be repaired promptly by the owner of the Golf Course at its expense but, the general maintenance of any Lot affected by the easements herein above granted for Golf Course purposes shall be the responsibility and expense of the Owner of such Lot. Notwithstanding however, each Owner of a Lot adjacent to the Golf Course shall be required to maintain specific insurance covering property damage or personal injury to themselves or others occasioned by individuals using the Golf Course, and such Owners shall look exclusively to such insurance to compensate them or others for any such property damage or personal injury. No vegetation, fence screen or other improvement shall be placed, maintained, or constructed in the aforementioned easements by any Owner which shall interfere with the use of the easements granted herein. In addition, due to the unique interrelationship between the Golf Course and Lots contiguous thereto, there are strict limitations contained herein upon the use of such Lots. Any Owner, by accepting title to such a Lot contiguous to the Golf Course, shall be deemed to have accepted the limitations herein shall be construed in any manner to give any resident of or Owner of property within ASHTON AT FOREST RIDGE any rights to go upon or use any portion of the Golf Course, except as may be permitted by the Owner of the Golf Course or its agent.

G. Private Streets

Reserve "A" as designated on the accompanying plat are herein dedicated as private streets (Reserve "A") for the common use and benefit of the owners of lots within ASHTON AT FOREST RIDGE, their guests and invitees for the purpose of providing access to and from the various lots and for providing decorative fencing and landscaping, and are reserved for subsequent conveyance to the Forest Ridge Homeowners Association, Inc., for the benefit of the Neighborhood Association to which ASHTON AT FOREST RIDGE is included for the purposes of the administration and maintenance of the streets and other common areas of the subdivision.

The Owner herein grants to the City of Broken Arrow, Oklahoma, the United States Postal Service and to any public utility providing utility service to the subdivision, the right to enter and traverse the private streets (Reserve "A") and to operate thereon all service, emergency and government vehicles including but not limited to police and fire vehicles and equipment and does further grant to the City of Broken Arrow and to any public utility providing utility service to the subdivision the right to make various underground utility crossings of the private streets (Reserve "A") as reasonably necessary to provide service and upon the installation of any such utility line, cable or facility such grant shall be deemed to have a definitive perpetual easement covering a strip 5 feet in width extending 1/2 feet on each side of the utility line, cable or facility.

The Owner for itself and its successors herein covenants with the City of Broken Arrow, which covenants shall run with the land and inure to the benefit of the City of Broken Arrow and shall be enforceable by the City of Broken Arrow to:

- 1. Construct and maintain an all weather hard surface street of not less than twenty feet in width extending the full length of the private streets (Reserve "A") depicted within the accompanying plat.
2. Prohibit the erection of any arch or similar structure over any private street as depicted on the accompanying plat which would prohibit any governmental, specifically any fire vehicle from free usage of the private streets (Reserve "A").

The City of Broken Arrow shall have no duty to maintain any private streets (Reserve "A") nor have any implied obligation to accept any subsequent tender of dedication of such private streets (Reserve "A").

H. Easement to Golf Course over Reserve "A" and Reserve "B"

There are hereby created non-exclusive easements over and upon Reserve "A" and Reserve "B" which easements are appurtenant to the area of the Golf Course, as described on Exhibit "C" (as amended from time to time) of the Forest Ridge Covenants, Conditions and Restrictions (as amended from time to time) and which shall inure to the benefit of the owner of the Golf Course property, its employees, agents, and contractors, and any individuals permitted to use the Golf Course. Such non-exclusive easements shall allow such individuals to go upon or over any area of Reserve "A" or Reserve "B". Such individuals shall also be allowed to use such easements for the purpose of construction, maintenance, and repair of the Golf Course and related improvements.

This easement, for the benefit of the Golf Course, specifically:

- 1. contains the right of ingress and egress to and from Reserve "A" or Reserve "B" to the Golf Course for the purpose of constructing, maintaining, operating and replacing utilities and services of any kind upon, for, across, or relating to the Golf Course as hereinafter more particularly set forth; and
2. contains the right of ingress and egress to and from Reserve "A" or Reserve "B" to the Golf Course for the purpose of golf play or any other activity upon, across, or relating to the Golf Course, including specifically, golf carts and individuals by foot; and
3. is for use of utilities and services of any kind, whatsoever, (public or private) including but not limited to electric, gas, sewer, water, telephone, cable (television or otherwise), security, monitoring, PA system, irrigation, and well lines; and
4. contains the right to connect the north and south side of Golf Course by way of underground tunnel, overhead passway, at grade level or otherwise.

SECTION II. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FOREST RIDGE

The property hereby platted as "ASHTON AT FOREST RIDGE" is subject to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge dated October 26, 1990, and recorded October 26, 1990, in Book 783, Pages 625-686 and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge dated March 31, 1992, and recorded on May 16, 1991, in Book 792, Pages 391-418 and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge, dated March 31, 1992 and recorded October 7, 1992, in Book 823, Pages 472-526, in the office of the County Clerk of Wagoner County, Oklahoma, covering among other lands, "ASHTON AT FOREST RIDGE".

In the event of a conflict between the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated October 26, 1990, and recorded October 26, 1990, in Book 783, Pages 625-686 and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 31, 1992, and recorded on May 16, 1991, in Book 792, Pages 391-418 and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge, dated March 31, 1992 and recorded October 7, 1992, in Book 823, Pages 472-526 in the office of the County clerk of Wagoner County, Oklahoma, and the conditions, restrictions and covenants imposed hereby, the Declaration of Covenants, Conditions, Restrictions of Forest Ridge shall control.

This Certification of Dedication and Restrictive Covenants for "ASHTON AT FOREST RIDGE" is intended to supplement but not supersede or amend the Declaration of Covenants, Conditions and Restrictions of Forest Ridge dated October 26, 1990, and recorded October 26, 1990, in Book 783, Pages 625-686 and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 31, 1992, and recorded on May 16, 1991, in Book 792, Pages 391-418 and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge, dated March 31, 1992 and recorded October 7, 1992, in Book 823, Pages 472-526, in the office of the County Clerk of Wagoner County, Oklahoma.

SECTION III - RESTRICTIONS

WHEREAS, the Owner desires to establish restrictions for the purpose of providing for the orderly development of ASHTON AT FOREST RIDGE and the continued compatibility of use and improvements within ASHTON AT FOREST RIDGE.

THEREFORE, the Owner does hereby impose the following restrictions and covenants which shall be covenants running with the land, and shall be binding upon the Owner, its successors and assigns:

- A. Use of Land
1. All of lots within ASHTON AT FOREST RIDGE, excepting Reserve "A", Reserve "B" and Reserve "C", shall be known and described as residential lots, and shall be used only for single-family residences.
2. Reserve "A" is designated as Private Streets as set forth in Article I, Subsection G, above. Reserve "A" is subject to the easements set forth in Article I, Subsection H above.
3. Reserve "B" shall be used for open space, landscaping, walls, fencing, drainage, recreation, storm sewer drainage, utilities, and ingress and egress and is reserved for subsequent conveyance to the Forest Ridge Homeowners Association, Inc., formed pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge.
B. Minimum Yards, Setbacks and Building Height
1. Front and Street Setback. No building shall be erected or maintained nearer to a street than the building setback lines as depicted on the accompanying plat.
2. Side Yard. Each lot shall maintain side yards which in the aggregate are not less than 15 feet in width, and no side yard shall be less than 5 feet in width.
3. Rear Yard. Each lot shall maintain a rear yard of at least 20 feet.
4. Easement Setbacks. No Building, whether principal or accessory, shall encroach upon any utility easement as depicted on the accompanying plat.
5. Building Height. No building shall be constructed on any lot which exceeds a height of more than two (2) stories, except as approved by the Protective Inspection Department of the City of Broken Arrow, Oklahoma, or the New Construction Committee or Modification Committee, as appropriate, as set forth pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge.
C. Floor Area of Dwellings
1. Living Area. A dwelling shall have at least 3,500 square feet of finished heated living area. A dwelling having more than one story shall have at least 2,000 square feet of finished heated living area on the first story and 1,000 square feet of finished heated living area on the second story.
2. Computation of Living Area. The computation of living area shall not include any basement or attic area used for storage. All living area measurements shall be taken horizontally at the top plate level to the face of the outside wall. Required living area must average at least 7 feet 6 inches in height, except that in the computation of second or upper story living area, the height shall be 7 feet 6 inches or at least one-half of the required living area, and any area of less than 5 feet in height shall be excluded.
D. Garage
Each dwelling shall have a garage for at least two automobiles. Garages may be attached or detached, subject to the approval of the New Construction Committee or Modification Committee, as appropriate, as set forth pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge.
E. Building Material Requirements
1. Exterior Walls. The exterior walls of the dwelling erected on any lot shall be of at least 75% brick, stone, or stucco; provided, however, that the area of all windows and doors located in said exterior walls shall be excluded in the determination of the area of said exterior walls.
2. Foundations. All foundations of the dwellings erected on any lot shall be veneered with brick, stone or stucco. No exposed foundations will be allowed.
3. Windows. Exterior windows shall be either of wood, cladwood, painted, or anodized colored aluminum construction. No mill finish will be accepted.
4. Fireplace. Fireplaces located on any perimeter wall of the dwelling shall be of masonry veneer construction.
5. Roofing. The roof of the dwelling erected on any lot shall be architectural grade shingle, cement tile, clay tile, or slate. Fire retardant wood shingles or shakes may be used on an individual approved basis.
6. Waiver. The New Construction Committee or Modification Committee, as appropriate, as set forth pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge may waive, in the particular instance, the building material requirements set out in Paragraphs 1, 2, 3, and 4 of this Subsection E.
F. Commercial structures.
No building or structure shall be placed, erected, or used for business, professional, trade or commercial purposes on any portion of any lot, except as set forth in the Declaration of Covenants, Conditions and Restrictions of Forest Ridge.
G. Existing Dwellings
No existing erected dwelling may be moved onto or placed on any lot. Mobile or modular homes are strictly prohibited.
H. Antennas
No external radio, television or other antennas, of any kind or nature (including, but not limited to "satellite dishes") or other device for the reception or transmission of radio, microwave or other similar signals, shall be placed, or maintained upon unenclosed portions of any lot.
I. Vehicle Storage and Parking
No inoperative vehicle shall be stored on any lot except within an enclosed garage. No boats, trailers, buses, motor homes, campers, or other vehicles shall be parked or stored in or upon any part of ASHTON AT FOREST RIDGE (including common areas) except within an enclosed garage on a lot or enclosed within a fence (and screened from public view) upon the lot and being no closer to the street than the building line. No vehicle shall be repaired or rebuilt anywhere in ASHTON AT FOREST RIDGE including on any lot or upon the streets of ASHTON AT FOREST RIDGE. No vehicle shall be parked on the streets in ASHTON AT FOREST RIDGE on a regular basis or for more than a twenty-four (24) hour period except in such parking areas as may be designated by the Forest Ridge Homeowners Association, Inc. The Forest Ridge Homeowners Association, Inc. may remove, or cause to be removed, any unauthorized vehicle or other item prohibited hereby at the expense of the owner thereof in any manner consistent with law.
J. Driveway and Walks
All driveways and walks between the street and garage shall be constructed of concrete or masonry. River gravel, exposed aggregate concrete may be used for walks when compatible with the design of the residence, subject to the approval of the New Construction Committee or Modification Committee, as appropriate, as set forth pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge.
K. Pedestrian Jogging Trails and Parks
For the common use and benefit of the Forest Ridge Homeowners Association, Inc., the Owner may develop certain pedestrian jogging trails and parks for subsequent conveyance to the Forest Ridge Homeowners Association, Inc. All motorized recreational vehicles are strictly prohibited upon the trails and within the parks. The maintenance of fencing, bridges, trails, landscaping, or other improvements erected along the trails or within any park, by the Owner incidental to the development of the subdivision or erected by the Forest Ridge Homeowners Association, Inc., shall be the obligation of the Forest Ridge Homeowners Association, Inc.

SECTION IV. RESERVATIONS

- A. Reservation of Mineral Rights
The undersigned, The Robson Companies, Inc. hereby reserves unto itself, its successors and assigns, any and all interest in and to oil, gas and other minerals therein and thereunder and all rights, interests and estates and whatsoever nature instant thereto or arising therefrom.
B. Reservation of Water Rights
The undersigned, The Robson Companies, Inc., hereby reserves unto itself, its successors and assigns all water and all water rights therein or thereunder, and all rights, interests and estates of whatsoever nature instant thereto or arising therefrom, including the water standing on the land, flowing over or under its surface (whether or not forming a definite stream), water running in a definite stream, formed by nature, over, under the surface and all ground water, and the right to control the damming up or otherwise using the bed of a stream for the collection or storage of water.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

- A. Enforcement
The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner, its successors and assigns, and all parties claiming under them, and otherwise, shall be enforceable as set forth in the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated October 26, 1990, and recorded October 26, 1990, in Book 783, Pages 625-686 and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 31, 1992, and recorded on May 16, 1991, in Book 792, Pages 391-418, and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge dated March 31, 1992 and recorded October 7, 1992, in Book 823, Pages 472-526, in the office of the County Clerk of Wagoner County, Oklahoma, including, without limitation, specifically Article XII thereof.
B. Duration
These restrictions shall remain in full force and effect until amended and terminated pursuant to procedures as set forth in the Declaration of Covenants, Conditions and Restrictions of Forest Ridge dated October 26, 1990, and recorded October 26, 1990, in Book 783, Pages 625-686 and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 31, 1992, and recorded on May 16, 1991, in Book 792, Pages 391-418, and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge, dated March 31, 1992 and recorded October 7, 1992, in Book 823, Pages 472-526, in the office of the County Clerk of Wagoner County, Oklahoma; if any of the options, privileges, covenants or rights created by this Certificate of Dedication, Restrictions and Covenants for "ASHTON AT FOREST RIDGE" shall be unlawful, void or voidable for violations of the rule against perpetuities then such provision shall continue until twenty-one (21) years after the death of the survivor of the now living descendants of Bruce A. Robson.
C. Amendment or Termination
The covenants contained herein, may be amended or terminated, in whole or in part, in accordance with the guidelines set forth in the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated October 26, 1990, and recorded October 26, 1990, in Book 783, Pages 625-686 and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 31, 1992, and recorded on May 16, 1991, in Book 792, Pages 391-418, and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge, dated March 31, 1992 and recorded October 7, 1992, in Book 823, Pages 472-526, in the office of the County Clerk of Wagoner County, Oklahoma, including, without limitation, Article XIII thereof.
D. Severability
Invalidation of any restriction set forth herein, or any part thereof, by an order, judgement, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions of any part thereof as set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, THE ROBSON COMPANIES, INC., an Oklahoma corporation, has executed this instrument this 20th day of September, 1994.

ATTEST: (CORPORATE SEAL) THE ROBSON COMPANIES, INC. an Oklahoma corporation. John J. Robson, President.

STATE OF OKLAHOMA } COUNTY OF WAGONER } Before me, the undersigned, a notary public in and for said County and State, on this 20th day of September, 1994 personally appeared John J. Robson to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its president, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have set my hand and seal, the day and year last written above.

Debra M. Grudette, Notary Public. My commission expires: 7-22-96.

CERTIFICATE

I, Jerry W. Ledford, a Registered Professional Engineer and Land Surveyor in the State of Oklahoma, hereby certify that I have accurately surveyed, subdivided, and platted the tract of land herein described above, and that said plat designated herein as "ASHTON AT FOREST RIDGE", an addition to the City of Broken Arrow, Wagoner County, State of Oklahoma, is a representation of a survey made on the ground using generally accepted practices.

WITNESS MY HAND AND SEAL THIS 27th day of September, 1994.

TULSA ENGINEERING & PLANNING ASSOCIATES, INC. an Oklahoma corporation. Jerry W. Ledford, Jr., Registered Professional Engineer and Land Surveyor. (SEAL) Registered Professional Engineer No. 13555. (SEAL) Registered Land Surveyor No. 1253.

STATE OF OKLAHOMA } COUNTY OF TULSA }

Before me, the undersigned, a notary public in and for said County and State, on this 27th day of September, 1994 personally appeared Jerry W. Ledford, to me known to be the identical person subscribed his name as Registered Professional Engineer and Land Surveyor to the foregoing certificate as his free and voluntary act and deed, and as the free and voluntary act and deed of TULSA ENGINEERING & PLANNING ASSOCIATES, INC., for the use and purposes therein set forth.

IN WITNESS WHEREOF, I have set my hand and seal, the day and year last written above.

D. Sue Mitchell, Notary Public. My commission expires March 27, 1997.