

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS FOR CORPORATE GREENS AT FOREST RIDGE P.U.D. NO. 66, DATED AUGUST 1, 1988

KNOW ALL MEN BY THESE PRESENTS:

THAT THE ROBSON COMPANIES, INC., an Oklahoma Corporation (hereinafter referred to as the "Owner"), is the surface owner of the following-described real property, a part of P.U.D. No. 66, situated in the City of Broken Arrow, Wagoner County, State of Oklahoma, to-wit:

The surface only of a part of the NE 1/4 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 North 1/4 corner 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;

Thence S 89°38'10"E along the North line of the NE 1/4 of said Section 10, a distance of 775.55 feet;

Thence S 00°21'50"W and perpendicular to the North line of the NE 1/4 of said Section 10, a distance of 80.00 feet to the Point of Beginning; said point also being on the south right-of-way of East 71st Street South.

Thence S 89°38'10"E along the south right-of-way of East 71st Street South and parallel to the North line of said Section 10, a distance of 284.62 feet;

Thence S 14°41'58"E a distance of 189.50 feet;

Thence S 38°17'44"W a distance of 155.00 feet;

Thence S 79°39'09"W a distance of 111.31 feet to a point on the easterly right-of-way of Forest Ridge Boulevard;

Thence N 37°08'10"W along the easterly right-of-way of Forest Ridge Boulevard a distance of 175.20 feet, to a point of tangent curve;

Thence along said curve to the right having a central angle of 33°55'00", a radius of 310.00 feet, and an arc length of 163.51 feet to a point of tangent curve;

Thence along said curve to the right having a central angle of 83°33'00", a radius of 30.00 feet, and an arc length of 49.00 feet to the Point of Beginning.

Said tract contains 87,330.22 square feet or 2.005 acres.

The bearings for the above described tract are based on an assumed bearing of S 89°38'10"E along the North line of the NE 1/4 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 "CORPORATE GREENS AT FOREST RIDGE," a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma.

STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements.

The Owner does hereby dedicate for public use, the streets as depicted on the accompanying plat, and does further dedicate for the public use the utility easements as depicted on the accompanying plat for the several purposes of construction, maintaining, operating, repairing, replacing, 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 valves, meters and equipment for each of such facilities and other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, together with similar easement rights in the public streets; PROVIDED, HOWEVER, that the Owner hereby reserves the right to construct, maintain, operate, lay and construction, maintaining, operating, repairing, replacing, 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, pipe, 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 for the purposes aforesaid, together with similar easement rights in the public streets;

B. Underground Service.

Overhead lines for the supply of electric, telephone and cable television service may be located along East Kanasa Street (1/2 mile East 71st Street South) Corporate Greens at Forest Ridge. Street light 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 made 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 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 depicted utility easement areas, the alteration of grade 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 may interfere with public water and sewer mains, shall be prohibited.

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 with their equipment 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.

Each Lot, per the finish grading plan, shall receive and drain in an unobstructed manner the storm and surface waters from Lots and drainage areas of higher elevation and from public streets and easements. No Owner shall construct or permit to be constructed any fencing or other obstructions which would impair 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.

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 services shall use reasonable care in the performance of such activities.

F. Rights of Ingress and Egress.

The Owner hereby relinquishes rights of ingress and egress to the above-described property within the bounds designated as "Limits of No Access" (L.N.A.), except as may hereinafter be released, altered or amended by the City of Broken Arrow, Oklahoma or its successors, or as is otherwise provided by the statutes or laws of the State of Oklahoma pertaining thereto.

RESTRICTIONS

WHEREAS, the Owner desires to establish restrictions for the purpose of providing for the orderly development of CORPORATE GREENS AT FOREST RIDGE and the continued compatibility of use and improvements within CORPORATE GREENS 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. The development of Corporate Greens at Forest Ridge shall be subject to the Planned Unit Development No. 66 dated August 1, 1988 with the City of Broken Arrow, Oklahoma.

2. The use of all Lots shall be limited to the office use and uses related thereto.

3. The aggregate floor area of buildings within Lots 1 and 2, Block 1, shall not exceed 20,000 square feet and shall be allocated as follows:

Table with 3 columns: LOT, BLOCK, SQUARE FOOTAGE. Row 1: 1, 1, 6,000. Row 2: 2, 1, 14,000.

Provided, however, that by recorded instrument, the then Owner of a Lot may transfer a maximum of 25% of such Lot initial allocation to any other lot within Corporate Greens at Forest Ridge.

B. Building Setback and Heights.

1. No building shall be erected or maintained nearer to a street than the building setback lines as depicted on the Plat.

2. No building shall exceed 45 feet in height as measured from the ground elevation to the top of the highest top plate; nor shall a building exceed two stories, except as approved by the Architectural Control Committee and as approved by the Inspection Department of the City of Broken Arrow, Oklahoma.

3. No building, whether principal or accessory, shall encroach upon any utility easement as depicted on the Plat.

C. Screening and Landscaping.

1. Internal Landscape Open Space of not less than 10% of the land area, shall be provided. Internal Landscape Open Space includes street frontage, landscape areas, landscape parking islands, landscape yards and plaza and pedestrian areas, but does not include parking, building or driveway areas.

2. All trash containers of whatever nature shall be architecturally screened and landscaped and shall be approved by the Architectural Control Committee.

3. All air conditioning, heating and other similar fixtures shall be architecturally screened to provide the highest degree of feasible visible and noise restrictive screening in light of their proximity to adjoining Lots and shall be approved by the Architectural Control Committee.

4. Screening and landscaping as above required shall be installed prior to occupancy of any building and shall be approved by the Architectural Control Committee.

D. Off Street Parking.

1. Minimum Requirements. A minimum of one (1) off street parking space shall be provided for each 300 square feet of building floor area.

2. Landscaping. The off street parking shall be screened from East Kanasa Street and Forest Ridge Boulevard by use of landscape berms and plantings, all as approved by the Architectural Control Committee.

E. Building Material Requirements.

1. Exterior Walls. The total exterior wall area of the building erected on any Lot shall be of at least 80% brick, stone, or stucco; provided, however, that the area of all windows and doors located in said exterior walls shall be included in the determination of the area of said exterior walls.

2. Foundations. All foundations of the buildings 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, aluminum, painted or anodized colored aluminum construction. No mill finish will be accepted.

4. Fireplaces. Fireplaces located on any perimeter wall of the building shall be of masonry veneer construction.

5. Roofing. The roof of the building erected on any Lot shall be architectural grade shingle, cement tile, clay tile or slate.

6. Waiver. The Architectural Control Committee may waive, in the particular instance, the building material requirements set out in Paragraphs 1, 2, 3, 4 and 5 of the Subsection E.

F. Fences.

Except for screening and landscaping fences as approved by the Architectural Control Committee, no fences shall be permitted except for wrought iron fences and Kentucky Horse Fences or as otherwise approved by the Architectural Control Committee.

G. Signs.

No back lit, neon or flashing signs shall be permitted. Any signs shall be in accordance with the sign design criteria as established by the Architectural Control Committee and shall be subject to the Architectural Control Committee's review and approval, as well as the review and approval of the City of Broken Arrow.

H. Existing Buildings.

No existing erected building may be moved onto or placed on any Lot. Mobile or modular homes are strictly prohibited.

I. Antennas.

No external radio, television or other antennas of any kind or nature (including, but not limited to satellite dishes) or other devices for the reception or transmission of radio, microwave or other similar signals, shall be placed or maintained upon unenclosed portions of any Lot, except as approved by the Architectural Control Committee.

J. Vehicle Storage and Parking.

No inoperative or for sale vehicle shall be stored or displayed on any Lot. No motor home, boat trailer, travel trailer or similar recreational vehicle shall be located, parked or stored upon any Lot.

K. Nuisance or Offensive Activity.

No nuisance or offensive activity shall be carried on, maintained or permitted by any Lot or in any area of the Subdivision which shall or constitutes an annoyance or nuisance to other Lot Owners, or any of them in the Subdivision.

L. Livestock, Pets or Animals.

No livestock, pets or animals shall be kept or maintained on any Lot or in any office unit or structural or otherwise in the Subdivision.

M. Architectural Control Committee.

1. No building, fence, wall or any type of structure whatsoever shall be commenced, erected or maintained nor shall any addition to any of the same or change or alteration be made until plans and specifications, including plot plan, grading plan, therefore information satisfactory to the Architectural Control Committee, hereinafter established and defined, shall have been submitted to and approved in writing by such Architectural Control Committee and passing on such plans, specifications, plot plan and grading plan, the Architectural Control Committee may take into consideration the suitability of the proposed building or other structure or improvements and the materials of which it is to be built, the site on which it is proposed to be erected and the harmony thereof with the surrounding area and the effect of the building or other structures as planned on the view thereof or the obstruction of a view on account thereof of adjacent or other Lots within CORPORATE GREENS AT FOREST RIDGE. Should plans be submitted and no action taken by the Architectural Control Committee within thirty (30) days of the submission of such plans and actual receipt of the same by a member of such committee, then and in such case, the plan shall be deemed approved.

2. The members of the Architectural Control Committee shall be three (3) persons appointed by The Robson Companies, Inc., the initial members of the Architectural Control Committee shall be with J. Robson, J. Douglas Shroud, and a third to be selected by The Robson Companies, Inc., who shall serve until their successors are appointed. The members of such committee shall be 7501 East Kanasa, Broken Arrow, OK 74014 for submission of plans, notification and all other matters. Any two members of the Architectural Control Committee may take any action or grant any approvals provided for herein. In the event of death, the resignation of any member of the Architectural Control Committee, The Robson Companies, Inc. shall have full authority to designate a successor. Such a corporation shall have the right to dissolve the Architectural Control Committee by a vote of a simple majority of its Board of Directors and file an appropriate notification of such action with the County Clerk of Wagoner County, Oklahoma, whereupon the Architectural Control Committee shall, for all purposes, be terminated and the provisions respecting its rights, duties and obligations set forth herein shall be of no further force and effect. If for any reason The Robson Companies, Inc. shall be dissolved or suspended, then and in such event the Owners of Lot 2, Block 1, within the Subdivision shall have and succeed to all rights set forth herein with respect to The Robson Companies, Inc. and naming the members of the Architectural Control Committee and the designation of successor members and otherwise. The Architectural Control Committee's sole purpose is to promote good design and compatibility of architectural features throughout the Subdivision and with the Forest Ridge Development as a whole. In no way shall the Architectural Control Committee be held responsible for any loss, damage or claim by reason of faulty or improper or undesirable building methods, processes, structural design, building code violations, grading or drainage or any other act or otherwise. Failure of such Committee to act upon any submission of plan for approval as provided above shall not be deemed a waiver or application or surrender of its authority for any purpose.

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.

ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. Enforcement.

The restrictions herein set forth herein 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 and shall be binding upon the Owners, their successors and assigns and all parties claiming under them. The undersigned Owners or their successors or assigns shall violate any of the covenants herein, it shall be lawful for any person or persons owning any Lot situated within the Subdivision, or the City of Broken Arrow, Oklahoma as to the violation of the Covenants contained in Subsections A through F of Section 1, to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant to prevent him or them from doing or to compel compliance with the covenants or to recover damages for such compliance with the covenant.

B. Duration.

These restrictions shall remain in full force and effect until January 1, 2015 and shall automatically be extended thereafter for successive periods of ten (10) years each unless terminated or amended as hereinafter provided.

C. Amendment or Termination.

The covenants contained within Subsections A through F of Section 1 may be amended and modified change or cancelled only by written instrument signed and acknowledged by the City of Broken Arrow, Oklahoma or its successors and by the Owners of 80% of the Lots within the Subdivision and the provisions of such instrument shall be binding from and after the date it is properly recorded. The remaining covenants herein established may be amended and modified change or cancel only by written instrument signed and acknowledged by the Owners of 80% of the Lots within the Subdivision.

D. Severability.

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment or decree of any court or otherwise, shall not invalidate or affect any of the other restrictions 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 ___ day of 1988.

Attest: THE ROBSON COMPANIES, INC. An Oklahoma Corporation

By: John J. Robson, President

Corporate Secretary

(SEAL)

State of Oklahoma } County of Wagoner }

Before me, the undersigned, a notary public in and for said County and State, on this ___ day of ___ 1988, 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.

My Commission Expires: _____

(SEAL) Notary Public

CERTIFICATE

I, Jerry W. Ledford, a Registered Professional Engineer and Land Surveyor in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided and platted the tract of land herein described above and that said plat, designated herein as "Corporate Greens 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 ___ day of ___ 1988.

ATTEST: TULSA ENGINEERING & PLANNING ASSOCIATES, INC., An Oklahoma Corporation

By: Jerry W. Ledford, President

Jerry W. Ledford, Jr., Corporate Secretary

(SEAL) Registered Professional Engineer and Land Surveyor

Engineer No. 13555 Registered Professional 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 ___ day of ___ 1988, personally appeared Jerry W. Ledford, to me known to be the identical person who subscribed his name as Registered Professional Engineer and Registered Professional 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 uses and purposes therein set forth.

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

My Commission Expires: _____

(SEAL) Notary Public

APPROVED 7-6-93 by the City Council of the City of Broken Arrow, Oklahoma. James Reynolds, Mayor Brenda Reinhardt, City Clerk