APPROVED 9-17-01 by the City Council of the City of Broken Arrow, Oklahoma.
James C. Reynolds
Mayor
Brenda Ray
Attest: City Clerk 1-30-02

Planned Unit Development No. 66

The Cottages at Forest Ridge

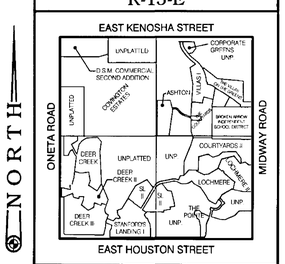
An Addition to the City of Broken Arrow
Being a Subdivision of a part of the SE/4 of Section 10, T-18-N,
R-15-E, of the Indian Meridian, Wagoner County, State of Oklahoma

I, the undersigned, the duly qualified and acting county Treasurer, of Wagoner County, Wagoner Oklahoma, hereby certify that according to the 2001 tax rolls the taxes on the above description are paid.
Mary Sue Tedder, County Treasurer

OWNER / DEVELOPER
The Robson Companies, Inc.
an Oklahoma corporation
901 North Forest Ridge Boulevard
Broken Arrow, OK 74014
918.357.2787

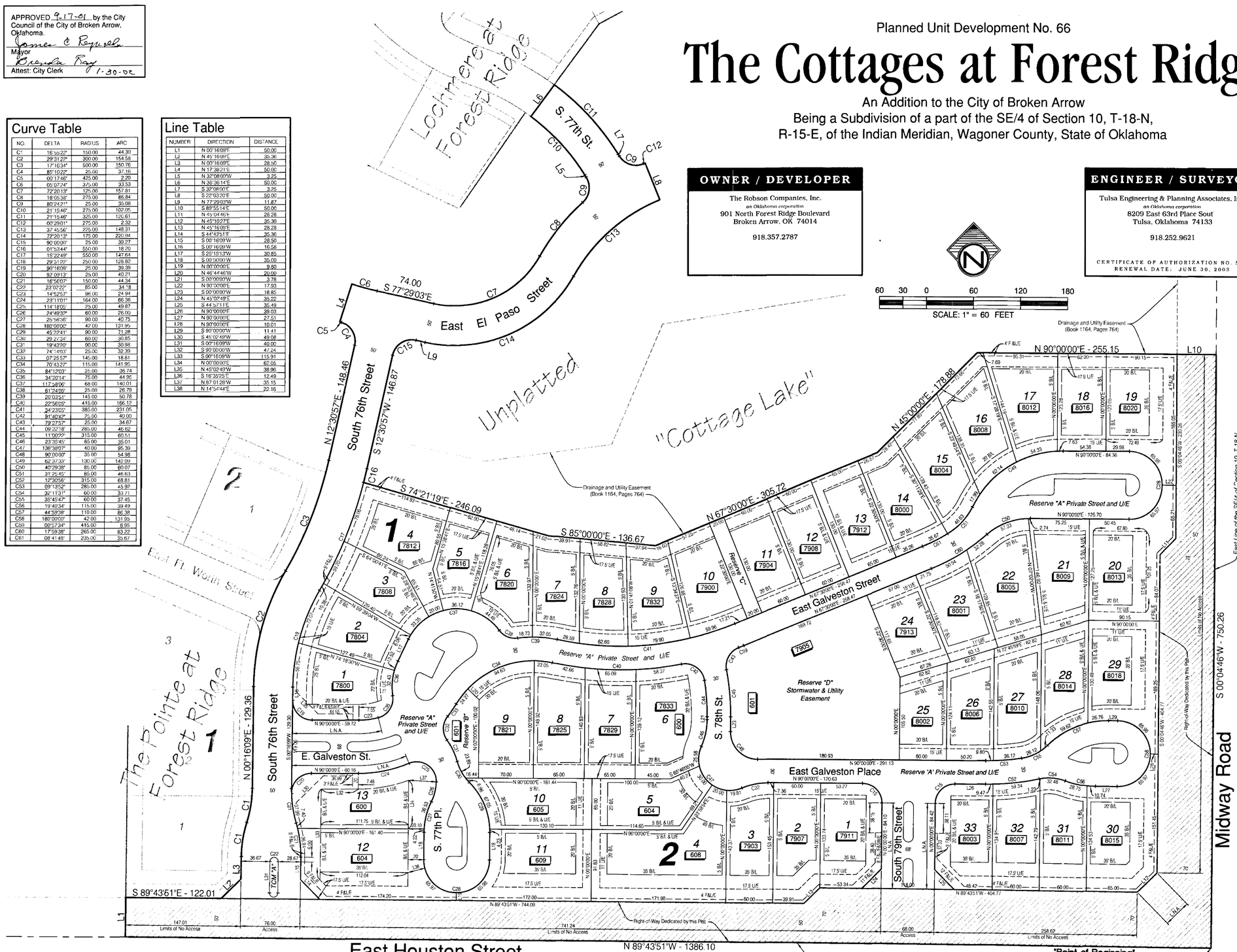
ENGINEER / SURVEYOR
Tulsa Engineering & Planning Associates, Inc.
an Oklahoma corporation
8209 East 63rd Place Sout
Tulsa, Oklahoma 74133
918.252.9621
CERTIFICATE OF AUTHORIZATION NO. 531
RENEWAL DATE: JUNE 30, 2003

LOCATION MAP
WAGONER COUNTY
R-15-E



Section 10
46 Lots-18.2280 Acres

NORTH
T 18 N



Curve Table

NO.	DELTA	RADIUS	ARC
C1	16°55'22"	150.00	44.30
C2	29°31'22"	300.00	154.58
C3	17°16'34"	500.00	150.76
C4	85°10'22"	25.00	37.16
C5	00°17'46"	425.00	2.20
C6	05°07'24"	375.00	33.53
C7	72°20'13"	125.00	157.81
C8	18°05'38"	275.00	86.84
C9	90°24'21"	25.00	35.08
C10	21°15'46"	275.00	102.05
C11	21°15'46"	325.00	120.61
C12	00°29'01"	275.00	2.32
C13	37°45'56"	225.00	148.31
C14	72°20'13"	175.00	220.94
C15	90°00'00"	25.00	39.27
C16	01°53'44"	550.00	18.20
C17	15°22'49"	550.00	147.64
C18	29°31'22"	250.00	128.82
C19	90°16'09"	25.00	39.39
C20	92°09'13"	25.00	40.21
C21	16°56'07"	150.00	44.34
C22	23°00'22"	85.00	34.18
C23	14°52'57"	96.00	24.94
C24	23°11'01"	164.00	66.36
C25	114°18'05"	25.00	49.87
C26	24°46'32"	60.00	26.00
C27	25°56'36"	90.00	40.75
C28	180°00'00"	42.00	131.95
C29	45°22'41"	90.00	71.28
C30	29°21'34"	60.00	30.85
C31	19°43'20"	90.00	30.98
C32	74°14'53"	25.00	32.39
C33	07°25'57"	145.00	18.81
C34	70°43'27"	115.00	141.95
C35	84°12'03"	25.00	36.74
C36	34°20'14"	75.00	44.95
C37	117°38'06"	68.00	140.01
C38	61°24'09"	25.00	26.79
C39	20°03'31"	145.00	50.78
C40	22°56'25"	415.00	166.12
C41	34°23'05"	385.00	231.05
C42	91°40'43"	25.00	40.00
C43	79°27'57"	25.00	34.67
C44	09°22'18"	285.00	46.62
C45	11°00'27"	315.00	60.51
C46	23°35'45"	85.00	35.01
C47	136°38'07"	40.00	95.39
C48	90°00'00"	35.00	54.98
C49	62°37'03"	130.00	142.09
C50	40°29'38"	85.00	60.07
C51	31°25'45"	85.00	46.63
C52	12°30'56"	315.00	68.81
C53	09°13'52"	285.00	45.92
C54	32°11'31"	60.00	33.71
C55	35°45'47"	60.00	37.45
C56	19°40'34"	115.00	39.49
C57	44°56'39"	110.00	86.38
C58	180°00'00"	42.00	131.95
C59	00°57'34"	415.00	6.95
C60	17°59'38"	265.00	83.22
C61	08°41'48"	235.00	35.67

Line Table

NUMBER	DIRECTION	DISTANCE
L1	N 00°16'09"E	50.00
L2	N 45°16'09"E	35.36
L3	N 00°16'09"E	28.50
L4	N 17°38'21"E	50.00
L5	N 32°08'00"W	3.25
L6	N 36°36'14"E	50.00
L7	S 32°08'00"E	3.25
L8	S 22°03'20"E	50.00
L9	N 77°29'03"W	11.87
L10	S 89°55'14"E	50.00
L11	N 45°01'46"E	28.28
L12	N 45°16'27"E	35.36
L13	N 45°16'09"E	28.28
L14	S 44°43'51"E	35.36
L15	S 00°16'09"W	28.50
L16	S 00°16'09"W	16.58
L17	S 25°15'13"W	30.85
L18	S 00°00'00"W	35.00
L19	N 00°00'00"E	9.80
L20	N 46°46'46"W	20.00
L21	S 00°00'00"W	3.78
L22	N 90°00'00"E	17.93
L23	S 00°00'00"W	18.85
L24	N 45°00'49"E	35.22
L25	S 44°31'11"E	35.49
L26	N 90°00'00"E	39.03
L27	N 90°00'00"E	27.51
L28	N 90°00'00"E	10.01
L29	S 90°00'00"W	11.41
L30	S 45°02'49"W	49.08
L31	S 00°16'09"W	40.00
L32	S 90°00'00"W	47.24
L33	S 00°16'09"W	115.91
L34	N 00°00'00"E	62.05
L35	N 45°02'49"W	38.96
L36	S 16°39'25"E	12.49
L37	N 87°01'28"W	35.15
L38	N 14°50'44"E	22.16

Backflow Preventer Valve Table

BLOCKS	LOTS	PROPOSED FINISH FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION
BLOCK 1	1	634.2	22	629.0
	2	633.9	22	629.0
	3	633.7	22	629.0
	4*	633.9	6	634.0
	5*	634.3	6	634.0
	6	635.1	6	634.0
	7	636.8	6	634.0
	8	637.9	7	636.8
	9	638.9	7	636.8
	10*	639.3	8	642.9
	11*	640.7	8	642.9
	12*	643.6	8	642.9
	13*	644.8	9	644.4
	14	646.8	9	644.4
	15*	648.1	10	648.2
	16	649.9	10	648.2
	17*	651.7	11	651.7
	18	653.2	11	651.7
	19	654.6	11	651.7
	20	653.5	21	648.6
	21	651.6	21	648.6
	22	649.6	21	648.6
	23*	646.5	21	648.6
	24*	644.5	21	648.6
	25*	643.2	21	648.6
	26*	644.6	21	648.6
	27*	646.4	21	648.6
	28*	648.7	21	648.6
	29	650.1	21	648.6
	30	648.5	18	645.4
	31	646.5	18	645.4
	32	645.4	17	644.3
	33*	644.9	17	644.3
BLOCK 2	1*	644.2	17	644.3
	2*	644.5	1c	644.7
	3*	643.9		644.7
	4*	641.9	1b	644.7
	5	642.5	29	637.6
	6	640.1	c	638.6
	7*	639.3	c	638.6
	8	638.1	b	635.6
	9	636.7	b	635.6
	10	638.8	23	637.6
	11*	638.8	14	639.0
	12*	639.9	13	635.3
	13	635.6	a	639.5

If the actual finish floor elevation is lower than one (1) foot above the top of rim elevation of the upstream manhole, it shall be the builder's responsibility to install a Backflow Preventer Valve near the building according to Broken Arrow Ordinance No. 2173, Section 24-100. Adopted October 5, 1998.
* These lots require backflow preventer valve.

Benchmark

Top of Brass Cap set in concrete sidewalk at the northwest corner of the Kunze Lake Bridge on Forest Ridge Boulevard.

ELEVATION = 625.33 N.G.V.D. 1929

Basis of Bearings

The bearings shown hereon are based on an assumed bearing of N 89 °43'51"W along the South line of the SW/4 of Section 10, T-18-N, R-15-E, of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

Legend

L.N.A.	=	Limits of No Access	SW/E	=	Sidewalk Easement
F&L/E	=	Fence & Landscape Easement		=	Right of Way dedicated by Plat
U/E	=	Utility Easement			
B/L	=	Building Line		=	Reserve Area A
TCM	=	Traffic Control Median		=	Reserve Areas B, C & D

Monument Notes

A 5/8" x 18" deformed bar with a yellow plastic cap stamped "RLS 1253" to be set at all plat boundary corners, prior to recordation unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "RLS 1253" to be set at all lot corners after complet on of improvements, unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "RLS 1253" to be set at all street centerline intersections, points of curve, points of tangent, points of compound curve, points of reverse curve, center of cul-de-sacs and center of eyebrows, after completion of improvements, unless noted otherwise.

Lot Addresses 0000

Addresses shown on this Plat provided by the City of Broken Arrow Planning Department are accurate at the time the plat was filed, and the addresses are subject to change and should not be relied on in place of the legal description.

The Cottages at Forest Ridge
Sheet 1 of 2

'Cottages\Final\Final00-0083.DWG - 01/29/02 08:15 AM

FILE DATE: 01/31/2002 FILE TIME: 09:18 BOOK: PLC4 PAGE: 400
WAGONER COUNTY, JERRY FIELDS - COUNTY CLERK RECE#: 2002 1623 **

The Cottages at Forest Ridge

P.U.D. #66 DATED AUGUST 1, 1988

CERTIFICATE OF DEDICATION
AND
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

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

A tract of land located in the SE/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:

Beginning at the Southeast corner of Section 10;

Thence N 89°43'51" W along the Southerly line of the SE/4 of Section 10 a distance of 1386.10 feet;

Thence N 00°16'09" E and perpendicular to the south line of the SE/4 of Section 10 a distance of 50.00 feet;

Thence S 89°43'51" E and parallel with the south line of the SE/4 of Section 10 a distance of 122.01 feet;

Thence N 45°16'09" E a distance of 35.36 feet;

Thence N 00°16'09" E a distance of 28.50 feet to a tangent curve to the right;

Thence along a tangent curve to the right with a central angle of 16°55'22", a radius of 150.00 feet and an arc length of 44.30 feet to a tangent reverse curve to the left;

Thence along a tangent reverse curve to the left with a central angle of 16°55'22", a radius of 150.00 feet and an arc length of 44.30 feet;

Thence N 00°16'09" E a distance of 129.36 feet to a tangent curve to the right;

Thence along a tangent curve to the right with a central angle of 29°31'22", a radius of 300.00 feet and a arc length of 154.58 feet to a tangent reverse curve to the left;

Thence along a tangent reverse curve to the left with a central angle of 17°16'34" a radius of 500.00 feet and an arc length of 150.76 feet;

Thence N 12°30'57" E a distance of 148.46 feet to a tangent curve to the left;

Thence along a tangent curve to the left with a central angle of 85°10'22", a radius of 25.00 feet and an arc length of 37.16 feet to a tangent reverse curve to the right;

Thence along a tangent reverse curve to the right with a central angle of 00°17'46", a radius of 425.00 feet and an arc length of 2.20 feet;

Thence N 17°38'21" E a distance of 50.00 feet to a non-tangent curve to the left;

Thence along a non-tangent curve to the left with an initial tangent bearing of S 72°21'39" E, a central angle of 05°07'24", a radius of 375.00 feet and an arc length of 33.53 feet;

Thence S 77°29'03" E a distance of 74.00 feet to a tangent curve to the left;

Thence along a tangent curve to the left with a central angle of 72°20'13", a radius of 125.00 feet and an arc length of 157.81 feet to a tangent reverse curve to the right;

Thence along a tangent reverse curve to the right with a central angle of 18°05'38" a radius of 275.00 feet and an arc length of 86.84 feet to a tangent reverse curve to the left;

Thence along a tangent reverse curve to the left with a central angle of 90°24'21" a radius of 25.00 feet and an arc length of 35.08 feet;

Thence N 32°08'00" W a distance of 3.25 feet to a tangent curve to the left;

Thence along a tangent curve to the left with a central angle of 21°15'46", a radius of 275.00 feet and an arc length of 102.05 feet to the southwesterly right of way of South 77th Street being an angle point on the southeasterly line of "Lochmere at Forest Ridge", an addition to the City of Broken Arrow, Wagoner County, State of Oklahoma, according to the official recorded plat thereof, as filed in the records of the Wagoner County Clerk's office in Plat Cabinet 4, Page 343;

Thence N 36°36'14" E along the southeasterly line of "Lochmere at Forest Ridge" a distance of 50.00 feet to the northeasterly right of way of South 77th Street and a non-tangent curve to the right;

Thence along a non-tangent curve to the right with an initial tangent bearing of S 53°23'46" E, a central angle of 21°15'46", a radius of 325.00 feet and an arc length of 120.61 feet;

Thence S 32°08'00" E a distance of 3.25 feet to a tangent curve to the left;

Thence along a tangent curve to the left with a central angle of 90°24'21", a radius of 25.00 feet and an arc length of 35.08 feet to a tangent reverse curve to the right;

Thence along a tangent reverse curve to the right with a central angle of 00°29'01", a radius of 275.00 feet and an arc length of 2.32 feet;

Thence S 22°03'20" E a distance of 50.00 feet to a non-tangent curve to the left;

Thence along a non-tangent curve to the left with an initial tangent bearing of S 67°56'40" W, a central angle of 37°45'56", a radius of 225.00 feet and an arc length of 148.31 feet to a tangent reverse curve to the right;

Thence along a tangent reverse curve to the right with a central angle of 72°20'13", a radius of 175.00 feet and an arc length of 220.94 feet;

Thence N 77°29'03" W a distance of 11.87 feet to a tangent curve to the left;

Thence along a tangent curve to the left with a central angle of 90°00'00", a radius of 25.00 feet and an arc length of 39.27 feet;

Thence S 12°30'57" W a distance of 146.87 feet to a tangent curve to the right;

Thence along a tangent curve to the right with a central angle of 01°53'44", a radius of 550.00 feet and an arc length of 18.20 feet;

Thence S 74°21'19" E a distance of 246.09 feet;

Thence S 85°00'00" E a distance of 136.67 feet;

Thence N 67°30'00" E a distance of 305.72 feet;

Thence N 45°00'00" E a distance of 178.88 feet;

Thence N 90°00'00" E a distance of 255.15 feet;

Thence S 89°55'14" E and perpendicular to the east line of the SE/4 of Section 10 a distance of 50.00 feet;

Thence S 00°04'46" W along the east line of the SE/4 of Section 10 a distance of 750.26 feet to the southeast corner of Section 10, the "Point of Beginning";

Said tract contains 794,010 square feet or 18.2280 acres.

The non-astronomic bearings for said tract are based on an assumed bearing of N 00°04'46" E along the East line of the SE/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.

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 "THE COTTAGES AT FOREST RIDGE", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma.

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 Public Streets and General Utility Easements

1.1.1 The Owner/Developer does hereby dedicate for the public use the streets as depicted on the accompanying plat (South 76th Street, East Houston Street & South Midway Road), and does further 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, private inter or lighting, irrigation 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/Developer 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 public street and utility easements, shown on the plat for the purpose of furnishing water and sewer services to the area included in the plat.

1.2 Traffic Control Median

1.2.1 The Owner/Developer does hereby dedicate for public use Traffic Control Median "A" for the purposes of construction and maintenance of traffic control medians, provided however, the Owner/Developer herein reserves a perpetual easement, to be subsequently conveyed to the Forest Ridge Homeowners Association Inc., formed or to be formed as set forth within Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge herein, for the purposes of installation and maintenance of a monument sign within Traffic Control Median "A" identifying the subdivision and for the purposes of installation and maintenance of landscaping within Traffic Control Median "A". The holder of the reserved easement, the Owner/Developer or the Homeowners' Association, as the case may be, herein covenants that the holder shall maintain any landscaping or signage located within Traffic Control Median "A" and the City of Broken Arrow shall have no liability for any damage to signage or landscaping, including irrigation systems, occasioned by maintenance or reconstruction of the traffic control medians or maintenance or reconstruction of the adjoining public streets.

1.3 Underground Service

1.3.1 Overhead lines for the supply of electric, telephone, data and cable television service may be located along the east and south property boundary of THE COTTAGES 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, public and private streets, as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may be surface mounted and may also be located in easement-ways.

1.3.2 All supply lines including electric, natural gas, telephone, data and cable television lines to all structures which may be located on all lots in the subdivision may be run from the nearest surface mounted service pedestal, meter or transformer to the point of usage determined by the location and construction of such structure as may be located upon said lot, provided that upon the installation of such a supply line 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 supply line, extending from the service pedestal, meter or transformer to the service entrance on said structure.

1.3.3 The supplier of electric, natural gas, telephone, data 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, natural gas, telephone, data and cable television facilities so installed by it.

1.3.4 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, natural gas, telephone, data and 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.

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

1.4 Water and Sewer Service

1.4.1 The owner of the lot shall be responsible for the protection of the public water and sewer mains located on or in his lot.

1.4.2 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.

1.4.3 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.

1.4.4 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.

1.4.5 The foregoing covenants set forth in this Subsection 1.4 shall be enforceable by the City of Broken Arrow or its successors, and the owner of the lot agrees to be bound thereby.

1.5 Surface Drainage

1.5.1 Each lot, per the finish grading plan, shall receive and drain in an unobstructive 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 1.5 shall be enforceable by any affected lot owner or by the City of Broken Arrow.

1.6 Paving and Landscaping within Easements

1.6.1 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, data 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.

1.7 Golf Course Easement

1.7.1 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 THE COTTAGES 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 THE COTTAGES 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 flight 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 THE COTTAGES 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 THE COTTAGES AT FOREST RIDGE or portions thereof, subject to said easements shall be made or allowed other than: (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 items 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 THE COTTAGES 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 THE COTTAGES 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 thereof, provided further, 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 hereby. 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 subject to all such limitations. Nothing contained herein shall be construed in any manner to give any resident of or owner of property within THE COTTAGES 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.

1.8 Private Streets

1.8.1 Reserve "A" as designated on the accompanying plat is herein dedicated as private streets for the common use and benefit of the owners of lots within THE COTTAGES 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 THE COTTAGES AT FOREST RIDGE is included for the purposes of the administration and maintenance of the streets and other common areas of the subdivision.

1.8.2 The Owner/Developer 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 grantee shall be deemed to have a definitive perpetual easement covering a strip 5 feet in width extending 2-1/2 feet on each side of the utility line, cable or facility.

1.8.3 The Owner/Developer 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:

1.8.3.1 Construct and maintain an all weather hard surface street of not less than twenty six (26) feet in width extending the full length of the private streets (Reserve "A") depicted within the accompanying plat.

1.8.3.2 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").

1.8.4 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").

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

2.1 The property hereby platted as "THE COTTAGES 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 19, 1991, 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, and recorded in Book 823, Pages 472-526, and Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded August 31, 1994, in Book 879, Pages 190-210, and Corrected Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded September 14, 1994, in Book 880, Pages 098-119 in the office of the County Clerk of Wagoner County, Oklahoma, covering among other lands, "THE COTTAGES AT FOREST RIDGE".

2.2 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 19, 1991, 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, and recorded in Book 823, Pages 472-526, and Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded August 31, 1994, in Book 879, Pages 190-210, and Corrected Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded September 14, 1994, in Book 880, Pages 098-119 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.

2.3 This Certificate of Dedication and Restrictive Covenants for "THE COTTAGES 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 19, 1991, 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, and recorded in Book 823, Pages 472-526, and Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded August 31, 1994, in Book 879, Pages 190-210, and Corrected Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded September 14, 1994, in Book 880, Pages 098-119 in the office of the County Clerk of Wagoner County, Oklahoma.

THE COTTAGES AT FOREST RIDGE is platted pursuant to the City of Broken Arrows P.U.D. 66 dated August 1, 1988 as amended from time to time.

SECTION III. RESTRICTIONS

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

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

3.1 Use of Land

3.1.1 All of lots within "THE COTTAGES AT FOREST RIDGE, excepting Reserve "A", Reserve "B", Reserve "C" and Reserve "D" shall be known and described as residential lots, and shall be used only for single-family residences.

3.1.2 Reserve "B", Reserve "C" and Reserve "D" 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. The maintenance of Reserve "B", Reserve "C" and Reserve "D" shall be the responsibility of the Homeowners Association.

3.1.3 Reserve "A" is designated as Private Streets as set forth in Section I, Subsection 1.8, above.

3.2 Minimum Yards, Setbacks and Building Height

3.2.1 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.

3.2.2 Side Yard. Each lot shall maintain side yards which in the aggregate are not less than 10 feet in width, and no side yard shall be less than 5 feet in width.

3.2.3 Rear Yard. Each lot shall maintain a rear yard of at least 20 feet; provided, however, that customary accessory structures may not be located in the required rear yard except as approved by the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee.

3.2.4 Easement Setbacks. No Building, whether principal or accessory, shall encroach upon any utility easement as depicted on the accompanying plat.

3.2.5 Building Height. No building shall be constructed on any lot which exceeds a height of more than one and one half (1 ½) stories.

3.3 Floor Area of Dwellings

3.3.1 Living Area. All dwellings shall be single and 1 ½ story and have a minimum of 2,000 square feet, measured "over masonry" and will not exceed 3,000 square feet without special exemption.

3.3.2 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.

3.4 Garage

3.4.1 Each dwelling shall have a garage for at least two automobiles. Garages may be attached or detached, subject to the approval of the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee, as appropriate, as set forth pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge.