

APPROVED 5-2-94 by the City Council of the City of Broken Arrow, Oklahoma.
James Reynolds Mayor
Sandra Kinchard Attest: City Clerk

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS FOR COURTYARDS AT FOREST RIDGE P.U.D. NO. 86 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, situated in the City of Broken Arrow, Wagoner County, State of Oklahoma, to-wit:

The surface only of a part of Section 10, T-18-N, R-15-E, of the Indian Base and Meridian, Wagoner County, State of Oklahoma according to the Official U.S. Government Survey thereof and being more particularly described as follows:

The surface only of a part of the 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:

Beginning at the southeast corner of Block 9, "The Villas I at Forest Ridge", an addition to the City of Broken Arrow, Wagoner County, State of Oklahoma, according to the official recorded plat thereof;

Thence S 09°53'23" E a distance of 205.20 feet;

Thence S 89°40'33" E a distance of 10.00 feet;

Thence S 00°00'33" W a distance of 825.01 feet;

Thence N 89°40'33" W a distance of 530.35 feet;

Thence N 18°20'04" W a distance of 184.48 feet;

Thence N 00°03'38" E a distance of 287.18 feet;

Thence S 88°31'29" E a distance of 286.31 feet to a point of curve to the left, having a central angle of 101°12'36", a radius of 824.54 feet and an arc length of 111.30 feet;

Thence N 88°31'29" W a distance of 291.25 feet;

Thence N 03°28'23" E a distance of 355.02 feet;

Thence N 79°18'49" E a distance of 85.00 feet to a point on the southerly line of "The Villas I at Forest Ridge", an addition to the City of Broken Arrow, Wagoner County, State of Oklahoma, according to the official recorded plat thereof;

Thence continuing along the southerly line of "The Villas I at Forest Ridge", S 83°31'06" E a distance of 242.22 feet to a point of curve to the right having a central angle of 07°10'00" a radius of 480.00 feet, and an arc length of 60.04 feet;

Thence continuing along the southerly line of "The Villas I at Forest Ridge", N 13°38'54" E a distance of 108.23 feet to the southwest corner of Block 9, "The Villas I at Forest Ridge", an addition to the City of Broken Arrow, Wagoner County, State of Oklahoma according to official recorded plat thereof;

Thence continuing along the southerly line of "The Villas I at Forest Ridge", S 76°21'06" E a distance of 264.91 feet to the Point of Beginning.

Said tract contains 544,459 square feet or 12.50 acres.

The basis of bearings for the above described tract is the assumed bearing of S 89°38'10" E along the north 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, plotted and subdivided into lots, blocks, and streets, and has designated the same as "THE COURTYARDS AT FOREST RIDGE", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements

The Owner does hereby dedicate for the 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 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 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.

B. Underground Service

Overhead lines for the supply of electric, telephone and cable television service may be located along the east property boundary of THE COURTYARDS 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 a definite, 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 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

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 THE COURTYARDS 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) and which shall inure to the benefit of the owner of the Golf Course, 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 COURTYARDS AT FOREST RIDGE contiguous to the Golf Course during and in the course of play on, or other permitted uses of the Golf Course. The foregoing shall include the right to use the Golf Course 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 COURTYARDS 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 improvements; provided, however, that no permanent improvements to or alterations of THE COURTYARDS AT FOREST RIDGE or portions thereof, subject to said easements shall be made or allowed other than: (a) the establishment and maintenance of "tee-off" markers or signs consistent with those utilized elsewhere in connection with the Golf Course; and (b) underground water, or utility lines or 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 COURTYARDS AT FOREST RIDGE in designated areas to facilitate the conduct of such events, or to accommodate golfers; provided, however, that any damage to any portion of THE COURTYARDS AT FOREST RIDGE or any 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 aforesaid 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 right of or Owner of property within THE COURTYARDS 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.

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

The property hereby platted as "THE COURTYARDS 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, "THE COURTYARDS 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 Certificate of Dedication and Restrictive Covenants for "THE COURTYARDS 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 THE COURTYARDS AT FOREST RIDGE and the continued compatibility of use and improvements within THE COURTYARDS 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 or assigns:

A. Use of Land

1. All of lots within THE COURTYARDS AT FOREST RIDGE shall be known and described as residential lots, and shall be used only for single-family residences.

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; provided, however, that customary accessory structures may be located in the required rear yard.

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 and 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 2,500 square feet of finished heated living area. A dwelling having more than one story shall have at least 1,500 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 86% 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.

6. Volver. 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 THE COURTYARDS 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 THE COURTYARDS AT FOREST RIDGE including on any Lot or upon the streets of THE COURTYARDS AT FOREST RIDGE. No vehicle shall be parked on the streets in THE COURTYARDS 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 fences, 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 "THE COURTYARDS AT FOREST RIDGE" shall be unlawful, void or violative 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 17th day of September, 1994.

ATTEST: (CORPORATE SEAL) THE ROBSON COMPANIES, INC. an Oklahoma corporation

Corporate Secretary John J. Robson, President

STATE OF OKLAHOMA } COUNTY OF WAGONER } SS

Before me, the undersigned, a notary public in and for said County and State, on this 17th day of September, 1994, personally appeared John J. Robson to me known to be the identical person who subscribed 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.

Notary Public

My commission expires: 12-04-95

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 "THE COURTYARDS 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 13th day of September, 1994.

TULSA ENGINEERING & PLANNING ASSOCIATES, INC. an Oklahoma corporation

ATTEST: (SEAL) Jerry W. Ledford, Jr., Registered Professional Engineer and Land Surveyor

Registered Professional Engineer No. 13555

(SEAL) Registered Land Surveyor No. 1253

STATE OF OKLAHOMA } COUNTY OF TULSA } SS

Before me, the undersigned, a notary public in and for said County and State, on this 13th day of September, 1994, personally appeared Jerry W. Ledford, to me known to be the identical person who subscribed to the foregoing instrument 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 AND PLANNING ASSOCIATES, INC., for the used and purposes therein set forth.

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

Notary Public

My commission expires: March 27, 1997