



PLC-3-239D

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS FOR CREEKSIDE I AT FOREST RIDGE

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 contained within the West-Hall (W/2) of Section Three (3), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:

Commencing at the southeast corner of the West-Hall (W/2) of Section Three (3), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the U.S. Government Survey thereof;

Thence North 00°04'02" West, along the east line of said West-Hall (W/2), a distance of 1324.46 feet to the "Point of Beginning", said point being the northeast corner of the South-Half (S/2) of the Southwest Quarter (SW/4) of said Section Three (3);

Thence North 89°39'26" West, along the north line of said South-Hall (S/2), a distance of 1317.08 feet to the southwest corner of the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of said Section Three (3);

Thence North 00°04'56" West, along the west line of said Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4), a distance of 331.00 feet;

Thence South 89°39'14" East a distance of 211.82 feet;

Thence North 00°00'55" East a distance of 331.04 feet to a point on the north line of said Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4);

Thence North 89°40'28" West, along said north line, a distance of 3.38 feet;

Thence North 10°27'42" East a distance of 871.10 feet;

Thence North 14°35'51" East a distance of 735.21 feet;

Thence South 00°13'14" West a distance of 989.34 feet;

Thence South 29°55'45" East a distance of 358.19 feet;

Thence South 29°19'46" West a distance of 197.14 feet;

Thence South 66°45'42" East a distance of 125.01 feet;

Thence along a non-tangent curve to the right with a central angle of 01°20'21", a radius of 400.00 feet, an arc length of 9.35 feet, a chord bearing of North 25°54'28" East for a chord length of 9.35 feet;

Thence South 65°25'22" East a distance of 50.00 feet;

Thence South 79°52'58" East a distance of 136.76 feet;

Thence South 88°10'51" East a distance of 141.60 feet;

Thence South 78°36'33" East a distance of 50.00 feet;

Thence along a non-tangent curve to the right with a central angle of 10°16'40", a radius of 900.00 feet, an arc length of 53.81 feet, a chord bearing of North 16°31'47" East for a chord length of 53.74 feet;

Thence North 21°40'07" East a distance of 18.14 feet;

Thence South 68°19'53" East a distance of 185.10 feet to a point on the east line of said West-Hall (W/2) of Section Three (3);

Thence South 00°04'02" East, along said east line, a distance of 1285.19 feet to the "Point of Beginning".

Said tract contains 1,649,664 square feet or 37,871 acres, acres more or less.

The non-astronomical bearings contained herein are based upon the south line of the West-Half (W/2) of Section Three (3), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the U.S. Government Survey thereof, as being South 89°38'11" West.

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 "CREEKSIDE I 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, 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/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 Medians

1.2.1 The Owner/Developer does hereby dedicate for public use Traffic Control Medians "A", "B", "C", "D", and "E" for the purposes of construction and maintenance of traffic control medians, provided however, the Owner/Developer herein reserves 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 hereof, for the purposes of installation and maintenance of landscaping within Traffic Control Medians "A", "B", "C", "D" and "E". 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 Medians "A", "B", "C", "D" and "E" 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 and cable television services shall be located along the east boundary of the property, along South 243rd East Avenue and elsewhere as specifically approved by the Owner/Developer. Street light poles or standards shall be served by underground cable throughout the subdivision. All supply lines including electric, telephone, cable television and gas lines shall be located underground in the easement ways dedicated for general utility services and in the rights-of-way of the public streets as depicted on the accompanying plat. Services pedestals and transformers, as sources of supply at secondary voltages, may also be located in the easement ways.

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

1.6

Paving and Landscaping within Easements

The owner of the lot shall be responsible for repair of damage to the landscaping and paving occasioned by the necessary installation of, or maintenance to, the underground water, sewer, storm water, gas, telephone, data, cable television, or electric facilities within the easements depicted on the accompanying plat, provided however, that the City of Broken Arrow or the supplier of the utility service shall use reasonable care in the performance of such activities.

SECTION III.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FOREST RIDGE

The property hereby platted as "CREEKSIDE I 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, 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, as amended and supplemented by the Developer or Forest Ridge Home Owners Association and Developer, by resolution, from time to time, which is on file at the office of the Forest Ridge Home Owners Association, Inc., covering among other lands, "CREEKSIDE I AT FOREST RIDGE".

2.1

The property hereby platted as "CREEKSIDE I 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, 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, as amended and supplemented by the Developer or Forest Ridge Home Owners Association and Developer, by resolution, from time to time, which is on file at the office of the Forest Ridge Home Owners Association, Inc., covering among other lands, "CREEKSIDE I AT FOREST RIDGE".

1.3.3 The suppliers of electric, telephone, cable television, and gas services, through its agents and employees, shall at all times have the right of access to 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 the underground electric, telephone, cable television, or gas facilities installed by the supplier of the utility service.

1.3.4 The owner of the lot shall be responsible for the protection of the underground service facilities located on the lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television, or gas facilities. Each 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 the owner's agents or contractors.

1.3.5 The foregoing covenants set forth in this Subsection 1.3 shall be enforceable by each supplier of the electric, telephone, cable television, or gas service and the owner of the lot agrees to be bound hereby.

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 the owner's 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, the owner's 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

Each lot, per the grading plan approved by the City of Broken Arrow shall receive and drain in an non-obstructive 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

Association and Developer, by resolution, from time to time, which is on file at the office of the Forest Ridge Home Owners Association, Inc.

2.4 Restrictive Covenants

Additional covenants and restrictions for "CREEKSIDE I AT FOREST RIDGE" are available from the Forest Ridge Homeowners Association, Inc., entitled "Creekside at Forest Ridge Design Guidelines".

SECTION III. RESTRICTIONS

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for the orderly development of CREEKSIDE I AT FOREST RIDGE and the continued compatibility of use and improvements within "CREEKSIDE I 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 and assigns:

3.1 Use of Land

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

3.1.2 Block 1, Lots 1, 2, 5, 6, 7, 19, 20, 21, and 22, and Block 2, Lots 1, 2, and 3 are reserved for future use as a single family lot and no building permit shall be issued for said lots until the Local Floodplain Administrator shall have determined that said lots are in compliance with applicable drainage ordinances and regulations. Upon the recording of a certification of such determination of compliance by the Local Floodplain Administrator, the lot thereafter shall be known and described as a residential lot.

3.1.3 Reserves "A", "B", "C" and "D" shall be used for open space, landscaping, walls, fencing, drainage, recreation, storm sewer drainage, utilities and mutual access for maintenance purposes 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 Reserves "A", "B", "C" and "D" shall be the responsibility of the property owner.

3.2 Lot Fronting. Each dwelling shall front an interior public street and derive its access solely from an interior public street.

3.3 Minimum Yards, Setbacks and Building Height

3.3.1 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.

3.3.2 Side Yard. Each lot shall maintain side yards that in the aggregate are not less than 10 feet in width, and no side yard shall be less than 5 feet in width. Each corner lot shall maintain a side yard of no less than 25 feet on the street side of the lot.

3.3.3 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, as appropriate.

CREEKSIDE I AT FOREST RIDGE

Date of Preparation: October 05, 2022

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