

IN WITNESS WHEREOF, THE ROBSON COMPANIES, INC., an Oklahoma corporation has executed this instrument this 11th day of October, 2022.

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

John J. Robson, President
David Robson,
Assistant Corporate Secretary

STATE OF OKLAHOMA)
COUNTY OF WAGONER)

Before me, the undersigned, a notary public in and for said County and State, on this 11th day of October, 2022, 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.

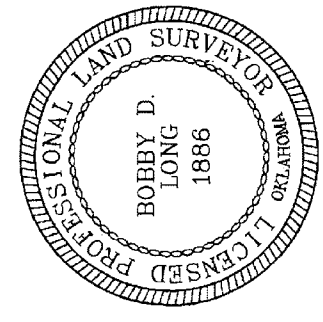
IN WITNESS WHEREOF, I have set my hand and seal, the day and year last written above.

Jackie Debra
Notary Public
My Commission No. is 19-005192
My commission expires: 04-27-2024

CERTIFICATE OF SURVEY

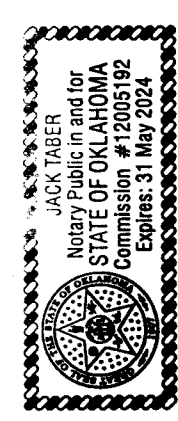
I, Bobby D. Long, of Tulsa Engineering & Planning Associates, Inc., a professional land surveyor registered in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat, designated herein as "CREEKSIDE I AT FOREST RIDGE", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Bobby D. Long
Bobby D. Long
Registered Professional Land Surveyor
Oklahoma No. 11886



STATE OF OKLAHOMA)
COUNTY OF TULSA)

The foregoing Certificate of Survey was acknowledged before me this 11th day of October, 2022, by Bobby D. Long.



Jackie Debra
Jackie Debra, Notary Public
My commission No. is 12006192
My commission expires: May 31, 2024



CREEKSIDE I AT FOREST RIDGE
Date of Preparation: October 05, 2022
Sheet 3 of 3

Pages 391-418, and Amendment to Declaration of Covenants, Conditions and Restrictions of Forest Ridge dated March 31, 1992 and recorded on 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 on 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 on 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., including, without limitation, specifically Article XII thereof.

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 25, 1990, and recorded on October 25, 1990, in Book 763, 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 on 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 on 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 on 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. If any of the options, privileges, covenants or rights created by this Certificate of Declaration, Restrictions and Covenants for "CREEKSIDE I AT FOREST RIDGE" shall be unlawful, void or violable 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.

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 on 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 on 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 on 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 on 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., including without limitation, Article XIII thereof.

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.

APPROVED September 6, 2022 by the City Council of the City of Broken Arrow, Oklahoma
[Signature]
Mayor
Attest: City Clerk

No inoperative vehicle shall be stored on any lot except within an enclosed garage. No boats, trailers, buses, motor homes, campers, or other similar type vehicles shall be parked or stored in or upon any part of "CREEKSIDE I AT FOREST RIDGE" (including common areas except within an enclosed garage on a lot. No vehicle shall be repaired or rebuilt anywhere in "CREEKSIDE I AT FOREST RIDGE" including on any lot or upon the streets of "CREEKSIDE I AT FOREST RIDGE". No vehicle shall be parked on the streets in "CREEKSIDE I 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.

Driveway and Walks

All driveways and walks between the street and garage shall be constructed of concrete or approved masonry and must provide parking for off-street parking for two automobiles. River gravel exposed aggregate concrete, patterned and/or stained concrete may be used for private walks when compatible with the design of the residence, 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. Sidewalks must be installed per City of Broken Arrow requirements. See Owner/Developer for approved sidewalk locations at "CREEKSIDE I AT FOREST RIDGE".

Prohibition Logging, Trails and Parks

For the common use and benefit of the Forest Ridge Homeowners' Association, Inc., the Owner/Developer may develop certain pedestrian jogging trails and parks for subsequent conveyance to the Forest Ridge Homeowners' Association, Inc. All motorized recreational vehicles are strictly prohibited upon the trails and within the parks. The maintenance of fencing, bridges, trails, landscaping, or other improvements erected along the trails or within any park, by the Owner/Developer 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.

Boundary Fences

Boundary Fences on internal boundaries/property lines should be installed on (but not over) the common property boundary but in any event, must be installed within six (6) inches of the common Property Boundary or as close as site conditions allow. Adjacent properties owners are granted the right to extend over the common property line to attach their fencing to the existing fencing. The rights granted herein shall be appurtenant to the land and shall pass to such owners' successors-in-title. Additional fencing restrictions are available from the Forest Ridge Homeowners' Association, Inc., entitled "Creekside at Forest Ridge Design Guidelines".

SECTION IV. RESERVATIONS

Reservation of Mineral Rights

4.1.1 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.

ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

5.1 Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, 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 on 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,

3.1.1 Foundations. All foundations of the dwellings erected on any lot shall be veneered with brick, natural rock or stucco. No exposed foundations will be allowed.

3.1.2 Windows. Windows visible from the street, common areas or adjoining neighbors' view will be white, off-white, bronze or black. Window units may be vinyl, painted aluminum, or clad with wood windows.

3.1.3 Fireplace Chimneys and Flues. Fireplace Chimneys located on any perimeter wall of the dwelling shall be of masonry or masonry veneer construction. A chimney located on any perimeter wall of the dwelling that penetrates the roof must be masonry below the roof but may be of other approved material, above the roof. Fireplace chimneys and flue terminations shall be of standard design agreed to and approved by the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee, as appropriate. No exposed non-painted spark arrestors will be permitted.

3.1.4 Roofing. The roof of the dwelling erected on any lot shall be 30-Year Warranty Architectural grade composition or fiberglass shingle in the "gray", weathered wood color.

3.1.5 Gutters and Downspouts. Rain gutters and downspouts shall be provided around entire house and light lined to the street, or as agreed to and approved by the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee, as appropriate.

3.1.6 Traditional Homesites: Fencing may be of approved poly(vinyl chloride) (PVC) or wood material not exceeding six (6) feet in height as measured from the bottom of the pickets at grade to the top of the pickets or wall. Fencing layout must preserve views to open areas. Additional fencing restrictions for traditional homesites are available from the Forest Ridge Homeowners' Association, Inc., entitled "Creekside at Forest Ridge Design Guidelines".

3.1.7 Greenbelt and Lakefront Homesites: Fencing along the rear yard lot line of homes backing up to the open space area (Lots 6, 7 and 19-24 and 27-31, Block 1, "CREEKSIDE I AT FOREST RIDGE") may use post & rail black dipped chain link not to exceed a nominal 5' tall. Additional fencing restrictions for Forest Ridge Homesites are available from the Forest Ridge Homeowners' Association, Inc., entitled "Creekside at Forest Ridge Design Guidelines".

3.1.8 Waiver. 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 may waive, in the particular instance, the building material requirements set out in Subsection 3.7 of this Section III.

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 Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge.

Existing Dwellings

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

Television Cable and Satellite Dishes

Underground television cable is provided to the site. All homes should be pre-wired with RG6 (or better) coaxial cable to prevent "ghosting" due to the close proximity to the main antennas. Satellite dishes shall be positioned to provide low visibility from the street and common areas.

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

3.3.5 Building Height. No building shall be constructed on any lot that exceeds a height of more than two and one half (2 1/2) stories.

Floor Area of Dwellings

3.4.1 Living Area. All dwellings shall have a minimum of 2,000 square feet of finished heated living area. For purposes of the foregoing, basements, attics, and unfinished garage space shall not be counted in this computation.

3.4.2 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 for at least one-half of the required living area, and any area of less than 5 feet in height shall be excluded.

Garage

Each dwelling shall have a garage for at least two automobiles. Garages must be attached, 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.

Drainage, Irrigation & Landscaping

3.6.1 Drainage from each homesite must not be altered to increase the natural flow of water onto or away from any adjacent homesite. Builder is responsible for final grading to create positive drainage on lots. Walls and planters made of brick or stone must be approved and must not interrupt the proper drainage flow.

3.6.2 Lawn irrigation systems must be installed. Notify subcontractors that the water pressure will exceed 125 psi. Systems shall include a pressure regulator.

3.6.3 A landscape plan showing proposed front yard plantings in an amount not less than \$1,200.00 installed (not including sod cost) (based on average nursery planting prices in 2022 dollars) shall be submitted to the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee for approval and shall be installed prior to final occupancy of the home. No planting shall be allowed which will block any views to the open areas. Front yard transformers and pedestals must be landscaped. Plantings around surface mounted transformers shall provide ten (10) feet clearance in front of all electrical transformers. The Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee reserves the authority to review, approve, modify or reject the type of landscaping or landscape design elements which may be placed in the public view by any lot owner and determined in the discretion of the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee to be incompatible with the overall landscape Design Guidelines of "CREEKSIDE I AT FOREST RIDGE". Plans shall include proposed fencing, walls, and City required sidewalks. All yards must be 100% sodded.

3.6.4 The use of artificial or manmade plant material is prohibited. The Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee may permit other types of ornamental landscape design elements upon approval.

Building Material Requirements

3.7.1 Exterior Walls. Exterior veneer of each home will consist of 100% masonry up to the top plate excluding porches and patios.