

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS FOR DEER CREEK AT FOREST RIDGE

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 THE W/2 SW/4 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:

BEGINNING AT THE NORTHWEST CORNER OF THE W/2 SW/4 OF SECTION 10, T-18-N, R-15-E, OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA ACCORDING TO THE OFFICIAL GOVERNMENT SURVEY THEREOF; THENCE S 89°40'33"E ALONG THE NORTH LINE OF THE W/2 SW/4 OF SAID SECTION 10 A DISTANCE OF 443.78 FEET; THENCE S 00°00'00"E A DISTANCE OF 114.81 FEET; THENCE S 60°00'00"W A DISTANCE OF 185.00 FEET; THENCE S 30°00'00"E A DISTANCE OF 288.00 FEET TO A POINT OF TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°08'16" A RADIUS OF 315.00 FEET A DISTANCE OF 38.59 FEET; THENCE N 13°54'42"E A DISTANCE OF 289.85 FEET; THENCE N 35°01'13"E A DISTANCE OF 130.00 FEET; THENCE N 61°02'21"E A DISTANCE OF 142.97 FEET; THENCE N 87°36'32"E A DISTANCE OF 319.38 FEET; THENCE S 42°15'22"E A DISTANCE OF 145.12 FEET; THENCE S 08°07'50"W A DISTANCE OF 245.20 FEET; THENCE S 03°00'19"E A DISTANCE OF 840.62 FEET; THENCE S 32°50'00"W A DISTANCE OF 224.42 FEET; THENCE N 57°10'00"W A DISTANCE 220.49 FEET TO A POINT OF TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°08'16" A RADIUS OF 317.00 FEET A DISTANCE OF 61.71 FEET; THENCE N 21°40'44"E A DISTANCE OF 127.78 FEET; THENCE N 11°16'25"W A DISTANCE OF 225.88 FEET; THENCE S 84°02'31"W A DISTANCE OF 230.98 FEET; THENCE N 74°39'33"W A DISTANCE OF 167.55 FEET; THENCE N 57°45'12"E A DISTANCE OF 378.31 FEET TO A POINT OF NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF N 49°08'17"W, A CENTRAL ANGLE OF 19°08'17", AND A RADIUS OF 365.00 FEET A DISTANCE OF 89.70 FEET; THENCE N 30°00'00"W A DISTANCE OF 122.35 FEET; THENCE S 80°00'00"W A DISTANCE OF 80.00 FEET; THENCE S 27°15'53"W A DISTANCE OF 132.41 FEET; THENCE S 80°00'00"W A DISTANCE OF 188.80 FEET TO A POINT ON THE WEST LINE OF THE W/2 SW/4 OF SAID SECTION 10; THENCE N 00°00'00"W ALONG THE WEST LINE OF THE W/2 SW/4 OF SAID SECTION 10 A DISTANCE OF 505.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 875189.49 SQUARE FEET OR 20.0916 ACRES.

THE BASIS OF BEARINGS IS BASED ON AN ASSUMED BEARING OF N 00°00'00" ALONG THE WEST LINE OF SECTION 10, T-18-N, R-15-E, OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA.

AND HEREBY CERTIFIES that it has caused the above described land to be surveyed, staked, platted and subdivided into lots, blocks, and streets, and has designated the same as "DEER CREEK 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 public use, the streets as depicted on the accompanying plat, and does further dedicate for the public use the utility easements as depicted on the accompanying plat for the several purposes of construction, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines, and cable television lines, together with all valves, meters and equipment for each of such facilities and other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, together with similar easement rights in the public streets; PROVIDED, HOWEVER, that the Owner hereby reserves the right to construct, maintain, operate, lay and construction, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines, and transformers, gas lines, water lines, and cable television lines, together with all fittings, including the poles, wires, conduits, 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 for the purposes aforesaid, together with similar easement rights in the public streets;

B. Underground Service
Overhead lines for the supply of electric, telephone and cable television service may be located along the property boundary and along South 241st East Avenue (w/k/a Oneta Road) of DEER CREEK 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.

C. 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 10 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.

D. Easement Setbacks. No Building, whether principal or accessory, shall encroach upon any utility easement as depicted on the accompanying plat.
E. 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 Design Review Committee as set forth pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge.

F. 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 impede 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.

G. 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, in the particular instance, the City of Broken Arrow, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

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

C. Water and Sewer Service

1. The owner of the lot shall be responsible for the protection of the public water and sewer mains located on or in his lot.
2. Within the depicted utility easement areas, the alteration of grade in excess of 3 feet from the contours existing upon the completion of the installation of a public water main or sewer main, or any construction activity which may interfere with public water and sewer mains, shall be prohibited.
3. The City of Broken Arrow or its successors shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents, or contractors.

4. The City of Broken Arrow or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all easement-ways shown on the plat, or otherwise provided for in this deed of dedication for the purpose of installing, maintaining, removing, or replacing any portion of said underground water or sewer facilities.

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

D. Surface Drainage

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 impede 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, in the particular instance, the City of Broken Arrow, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

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

The property hereby platted as "DEER CREEK 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 in the office of the County Clerk of Wagoner County, Oklahoma, covering among other lands, "DEER CREEK 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 in the office of the County Clerk of Wagoner County, Oklahoma, and the conditions, restrictions and covenants imposed hereby, the Declaration of Covenants, Conditions and Restrictions of Forest Ridge shall control.

This Certificate of Dedication and Restrictive Covenants for DEER CREEK 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 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 DEER CREEK AT FOREST RIDGE and the continued compatibility of use and improvements within DEER CREEK AT FOREST RIDGE.

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

A. Use of Land

1. All of lots within DEER CREEK AT FOREST RIDGE, excepting Reserve "A", shall be known and described as residential lots, and shall be used only for single-family residences.

2. Reserve "A" shall be used for open space, landscaping, walls, fencing, drainage, recreation, and storm sewer drainage and is reserved for subsequent conveyance to the Homeowner's Association to be formed pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge.

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 10 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 Design Review Committee 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 Design Review Committee approval 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 60x 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 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. Waiver. The Design Review Committee 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, 4 and 5 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.

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 motor home, boat trailer, travel trailer, or similar recreational vehicle shall be located, parked, or stored within a side or front yard, and if not located within an enclosed garage, shall be screened sufficiently to prevent any view thereof from any street within DEER CREEK AT FOREST RIDGE.

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 Design Review Committee approval as set forth pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge.

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 or 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, 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 in the office of the County Clerk of Wagoner County, Oklahoma. In any of the options, privileges, covenants or rights created by this Certificate of Dedication, Restrictions and Covenants for DEER CREEK AT FOREST RIDGE shall be unlawful, void or voidable 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, 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 5th day of November, 1990.

ATTEST: (CORPORATE SEAL) THE ROBSON COMPANIES, INC. an Oklahoma Corporation
Cynthia E. Butterworth, Corporate Secretary; John W. Robson, President

STATE OF OKLAHOMA )
COUNTY OF TULSA ) SS
ROGERS

Before me, the undersigned, a notary public in and for said County and State, on this 5th day of November, 1990 personally appeared John W. 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.
Kunard R. Butterworth, Notary Public

My commission expires: 11-14-93

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 "DEER CREEK 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.

IN WITNESS my hand and seal this 5th day of November, 1990.

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

ATTEST: (SEAL) BY: Jerry W. Ledford, Secretary; Jerry W. Ledford, President, Registered Professional Engineer and Land Surveyor

(SEAL) 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 5th day of November, 1990 personally appeared Jerry W. Ledford, to me known to be the identical person who subscribed his name 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 & 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.

Evelyn P. Chadsey, Notary Public

My commission expires: July 6, 1993

2-19-90 by the City of Broken Arrow
Nick Hood, City Clerk

I, Mary Jo McMillan, County Treasurer, do hereby certify that the above described taxes are paid.
Mary Jo McMillan, Deputy