PLAT No.

Planned Unit Development No. 66

Lochmere 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

Curve Table

NO.	DELTA	RADIUS	ARC
C1	04°26'45"	330.00	25.61
C2	57°47'59"	270.00	272.37
C3	59°09'35"	300.00	309.76
C4	14°50'24"	360.00	93.24
C5	82°32'16"	25.00	36.01
C6	82°32'16"	25.00	36.01
C7	17°09'44"	360.00	107.83
C8	14°08'14"	655.00	161.62
C9	26°53'30"	605.00	283.96
C10	83°53'41"	25.00	36.61
C11	88°12'18"	25.00	38.49
C12	04°18'55"	655.00	49.33
C13	13°49'08"	425.00	102.50
C14	13°16'48"	375.00	86.92
C15	24°59'43"	375.00	163.59
C16	15°36'51"	425.00	115.82
C17	83°37'14"	25.00	36.49
C18	90°00'00"	25.00	39.27
C19	85°18'32"	25.00	37.22
C20	08°50'44"	525.00	81.05
C21	21°59'37"	365.00	140.11
C22	21°59'37"	415.00	159.30
C23	21°17'26"	285.00	105.90
C24	21°17'26"	235.00	87.32
C25	101°32'13"	25.00	44.30
C26	02°35'02"	275.00	12.40
C27	101°32'13"	25.00	44.30
C28	09°53'09"	275.00	47.45
C29	17°33'51"	325.00	99.63
C30	35°32'37"	325.00	201.61
C31	15°45'11"	275.00	75.61
C32	16°25'09"	363.00	104.03

Line Table

NO.	BEARING	DISTANCE
L1	S 40°27'45"W	8.29
L2	S 01°08'49"E	8.96
L3	S 39°45'35"W	14.93
L4	S 39°45'35"W	16.77
L5	S 49°03'28"E	39.06
L6	S 69°33'11"W	45.95
L7	S 13°40'33"E	34.21
L8	N 54°35'00"E	43.45
L9	N 09°35'00"E	7.07
L10	N 03°40'36"E	12.37
L11	S 50°14'25"E	117.19
L12	N 35°25'00"E	80.00

House Addresses

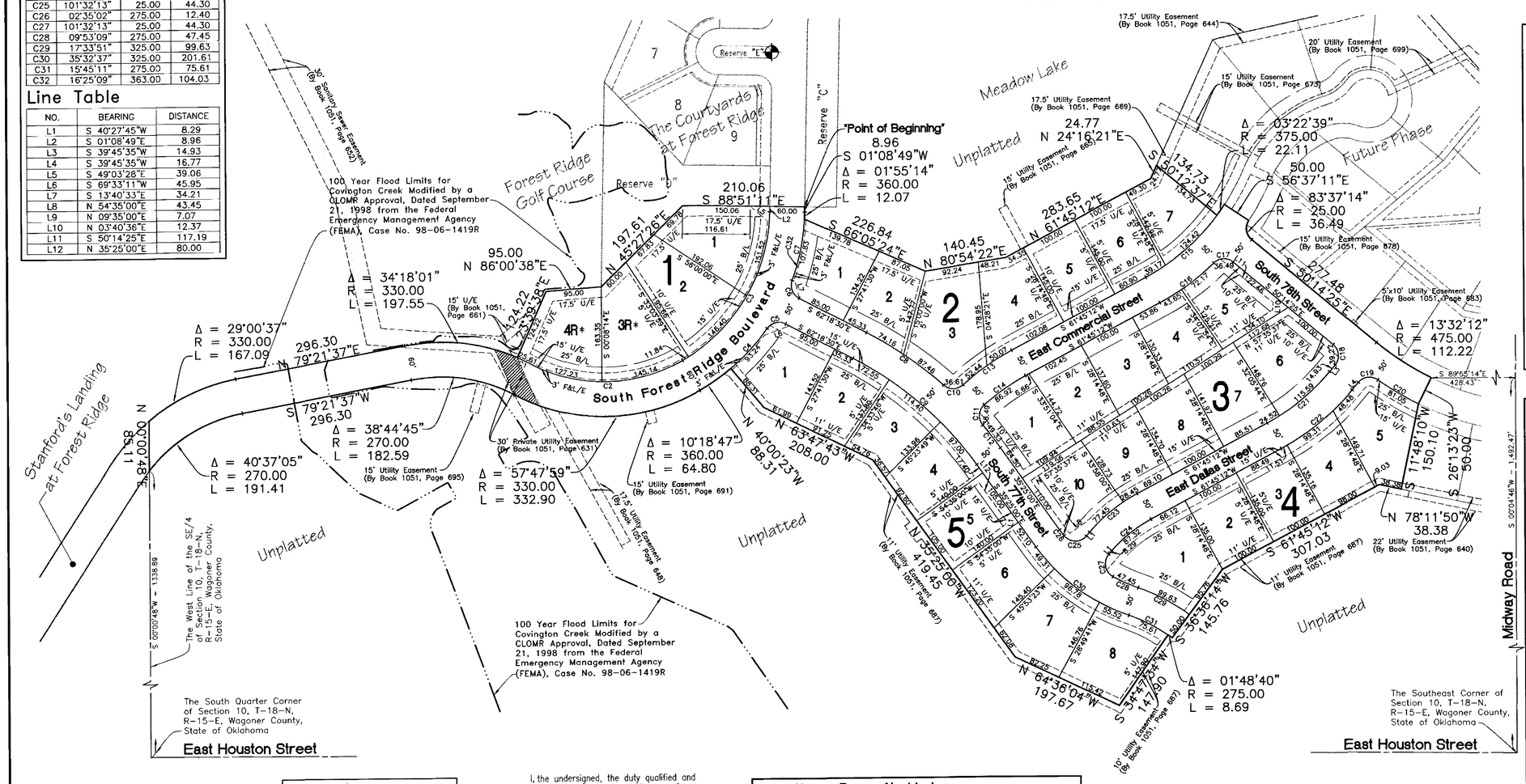
	Lot	House Number
BLOCK 1	1	212
	2	216
	3R	220
	4R	224
BLOCK 2	1	213/201
	2	205
	3	209/7800
	4	7804
	5	7808
	6	7812
	7	7816
BLOCK 3	1	213/7801
	2	7805
	3	7809
	4	7813
	5	7817/208
	6	212/7816
BLOCK 3	7	7812
	8	7808
	9	7804
	10	7800/217
BLOCK 4	1	307/7801
	2	7805
	3	7809
	4	7813
	5	7817/300
BLOCK 5	1	217/200
	2	204
	3	208
	4	212
	5	216
	6	300
	7	304
	8	308

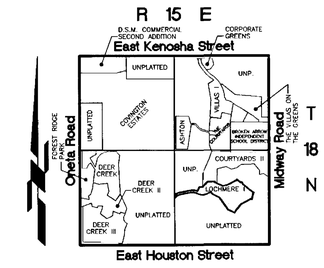
OWNER:
The Robson Companies, Inc.
an Oklahoma corporation
7501 East Kenosha Street
Broken Arrow, Oklahoma 74014
Phone: (918) 357-2787

ENGINEER:
Tulsa Engineering & Planning Associates, Inc.
an Oklahoma corporation
8209 East 63rd Place South
Tulsa, Oklahoma 74133
Phone: (918) 252-9621

NORTH

SCALE IN FEET





LOCATION MAP

34 Lots - 16.8945 Acres

Backflow Preventer Valve Table

BLOCKS	LOTS	PROPOSED FINISH FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION	BLOCKS	LOTS	PROPOSED FINISH FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION
BLOCK 1	1	634.6	4	630.0	BLOCK 3	7	640.5	24	637.6
	2	631.5	4	630.0		8	639.4	23	637.5
	3R	627.0	3	622.4		9	638.8	23	637.5
	4R	625.9	2	622.2		*10	638.2	23	637.5
BLOCK 2	1	634.9	7	631.8	BLOCK 4	*1	640.0	19	639.3
	2	634.8	7	631.8		*2	640.8	20	644.1
	3	635.1	8	632.4		*3	641.6	20	644.1
	4	635.9	8	632.4		*4	642.6	20	644.1
	5	636.5	9	634.8		*5	645.2	b	645.2
	6	637.1	9	634.8	BLOCK 5	1	633.9	12	629.8
	7	637.6	9	634.8		2	634.6	13	631.3
BLOCK 3	*1	637.1	23	637.5		3	634.6	13	631.3
	*2	638.0	23	637.5		4	634.1	14	630.3
	3	638.7	23	637.5		5	634.1	14	630.3
	4	639.4	24	637.6		6	635.3	15	631.9
	5	639.8	24	637.6		7	637.0	15	631.9
	6	641.1	24	637.6		8	639.7	16	636.2

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

Brass Cap on top of curb at east end of curb island in La Paloma Court at Forest Ridge Boulevard.
ELEVATION = 632.10 NGVD 1927

Basis of Bearings

The basis of bearings is an assumed bearing of S 00°04'46"W 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.

Legend

U/E = Utility Easement
F&L/E = Landscape Easement
B/L = Building Line

= Utility Easements
= 30' Private Utility Easement (By Book 1051, Page 631)

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 completion 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

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.

CERTIFIED TRUE COPY
JERRY FIELDS COUNTY CLERK
Wagoner County, Okla.
By: Shirlene Hoomes

APPROVED 6-21-99 by the City Council of the City of Broken Arrow, Oklahoma.
James C. Reynolds
Mayor Brenda Raes

I, the undersigned, the duty qualified and acting county Treasurer, of Wagoner County, Wagoner, Oklahoma, hereby certify that according to the 98 tax rolls the taxes on the above description are paid.

Mary Sue Tedder, County Treasurer

Building Permit Note

* Lot 3R, Block 1 and Lot 4R, Block 1 are reserved for future use as single family lots and no building permit shall issue for Lot 3R, Block 1 and/or Lot 4R, Block 1 until the City Engineer of the City of Broken Arrow, Oklahoma shall have determined that Lot 3R, Block 1 and/or Lot 4R, Block 1 as the case may be is in compliance with applicable drainage ordinances and regulations. Upon the recording of a certification

FILE DATE: 08/05/1999 FILE TIME: 09:31 BOOK: PLC4 PAGE: 343
WAGONER COUNTY, JERRY FIELDS - COUNTY CLERK RECE#: 199910691 **

CERTIFICATE OF DEDICATION
AND
RESTRICTIVE COVENANTS
FOR
LOCHMERE AT FOREST RIDGE

P.U.D. #66 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 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 southwest corner of Reserve C, "The Courtyards II 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 in Plat Cabinet #3-306 A & B;

Thence S 01°08'49"W a distance of 8.96 feet to a point of tangent curve to the right;

Thence along said tangent curve to the right having a central angle of 01°55'14", a radius of 360.00 feet, and an arc length of 12.07 feet;

Thence S 66°05'24"E a distance of 226.84 feet;

Thence N 80°54'22"E a distance of 140.45 feet;

Thence N 61°45'12"E a distance of 283.65 feet;

Thence N 24°16'21"E a distance of 24.77 feet;

Thence S 50°12'37"E a distance of 134.73 feet to a point of non-tangent curve to the left;

Thence along said non-tangent curve to the left having an initial tangent bearing of N 36°45'29"E, a central angle of 03°22'39", a radius of 375.00 feet, and an arc length of 22.11 feet;

Thence S 56°37'11"E a distance of 50.00 feet to a point of non-tangent curve to the left;

Thence along said non-tangent curve to the left having an initial tangent bearing of S 33°22'49"W, a central angle of 83°37'14", a radius of 25.00 feet, and an arc length of 36.49 feet;

Thence S 50°14'25"E a distance of 277.48 feet to a point of tangent curve to the left;

Thence along said tangent curve to the left having a central angle of 13°32'12", a radius of 475.00 feet, and an arc length of 112.22 feet;

Thence S 26°13'23"W a distance of 50.00 feet;

Thence S 11°48'10"W a distance of 150.10 feet;

Thence N 78°11'50"W a distance of 38.38 feet;

Thence S 61°45'12"W a distance of 307.03 feet;

Thence S 36°36'14"W a distance of 145.76 feet to a point of non-tangent curve to the left;

Thence along said non-tangent curve to the left having an initial tangent bearing of N 53°23'46"W, a central angle of 01°48'40", a radius of 275.00 feet, and an arc length of 8.69 feet;

Thence S 34°47'34"W a distance of 147.90 feet;

Thence N 64°36'04"W a distance of 197.67 feet;

Thence N 35°25'00"W a distance of 419.45 feet;

Thence N 63°47'43"W a distance of 208.00 feet;

Thence N 40°00'23"W a distance of 88.31 feet to a point of non-tangent curve to the right;

Thence along said non-tangent curve to the right having an initial tangent bearing of S 49°59'37"W, a central angle of 10°18'47", a radius of 360.00 feet, and an arc length of 64.80 feet to a point of tangent compound curve;

Thence along said curve to the right having a central angle of 57°47'59", a radius of 330.00 feet, and an arc length of 332.90 feet to a point of tangent reverse curve;

Thence along said curve to the left having a central angle of 38°44'45", a radius of 270.00 feet, and an arc length of 182.59 feet;

Thence S 79°21'37"W a distance of 296.30 feet to a point of tangent curve to the left;

Thence along said tangent curve to the left having a central angle of 40°37'05", a radius of 270.00 feet, and an arc length of 191.41 feet to a point on the west 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;

Thence N 00°00'48"E along the west line of the SE/4 of said Section 10 a distance of 85.11 feet to a point of non-tangent curve to the right;

Thence along said non-tangent curve to the right having an initial tangent bearing of N 50°21'00"E, a central angle of 29°00'37", a radius of 330.00 feet, and an arc length of 167.09 feet;

Thence N 79°21'37"E a distance of 296.30 feet to a point of tangent curve to the right;

Thence along said tangent curve to the right having a central angle of 34°18'01", a radius of 330.00 feet, and an arc length of 197.55 feet;

Thence N 23°39'38"E a distance of 124.22 feet;

Thence N 86°00'38"E a distance of 95.00 feet to the southwest corner of Reserve D, "The Courtyards II at Forest Ridge";

Thence N 45°27'26"E along the southerly line of said Reserve D a distance of 197.61 feet;

Thence S 88°51'11"E a distance of 210.06 feet to the "Point of Beginning";

Said tract contains 749.422 square feet or 17.2044 acres.

The non-astronomic bearings of said tract are based on an assumed bearing of S 00°04'46"W 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.

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 "LOCHMERE 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

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 be surface mounted and 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 surface mounted 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 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 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, natural gas, 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 electric, telephone, natural gas, 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 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 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 LOCHMERE 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 LOCHMERE 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 LOCHMERE 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 LOCHMERE 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 LOCHMERE 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 LOCHMERE 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 place, 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 LOCHMERE 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 "LOCHMERE 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, "LOCHMERE 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 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.

This Certificate of Dedication and Restrictive Covenants for "LOCHMERE 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.

LOCHMERE AT FOREST RIDGE is platted pursuant to the City of Broken Arrow's P.U.D. 66 dated August 1, 1988 as amended from time to time.

SECTION III. RESTRICTIONS

WHEREAS, the Owner desires to establish restrictions for the purpose of providing for the orderly development of LOCHMERE AT FOREST RIDGE and the continued compatibility of use and improvements within LOCHMERE 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 an assigns:

A. Use of Land

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

2. Lot 3R, Block 1 and Lot 4R, Block 1 are reserved for future use as single family lots and no building permit shall issue for Lot 3R, Block 1 and/or Lot 4R, Block 1 until the City Engineer of the City of Broken Arrow, Oklahoma shall have determined that Lot 3R, Block 1 and/or Lot 4R, Block 1 as the case may be is in compliance with applicable drainage ordinances and regulations. Upon the recording of a certification of such determination of compliance by the City Engineer, the lot(s) shall thereafter be known and described as residential lot(s).

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 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.

4. Easement Setbacks. No Building, whether principal or accessory, swimming pool, pool equipment or pool decking, 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 overage 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. At least 66% of the total siding area of the exterior walls of the dwelling erected on any lot shall be 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, vinyl, painted or anodized colored aluminum construction. No mill finish aluminum 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 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 except satellite dishes 20 inches in diameter or less as approved by Forest Ridge Homeowners Association New Construction Committee or Forest Ridge Homeowners Association Modification Committee.

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 LOCHMERE AT FOREST RIDGE (including common areas) except within an enclosed garage. No vehicle shall be repaired or rebuilt anywhere in LOCHMERE AT FOREST RIDGE including on any Lot or upon the streets of LOCHMERE AT FOREST RIDGE. No vehicle shall be parked on the streets in LOCHMERE 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 fencing, 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 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, 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 25, 1990, and recorded October 25, 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. If any of the options, privileges, covenants or rights created by this Certificate of Dedication, Restrictions and Covenants for "LOCHMERE 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 descendents of Bruce A. Robson.

C. Amendment or