

**CERTIFICATE OF DEDICATION
AND
RESTRICTIVE COVENANTS
FOR
LOCHMERE III AT FOREST RIDGE**

P.U.D. #68 & 68B
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 located in 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:
TRACT "A"

Beginning at the northeasterly right of way of South 77th Street also being the most southerly corner of Lot 1, Block 4, "Lochmere 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's office in Plat Cabinet 4, Page 343;

Thence N 36°36'14" E along the southerly line of said Block 4 "Lochmere at Forest Ridge" a distance of 95.76 feet;

Thence N 01°45'12" E along the southerly line of said Block 4 "Lochmere at Forest Ridge" a distance of 307.03 feet;

Thence S 78°11'50" E along the southerly line of said Block 4 "Lochmere at Forest Ridge" and along the southerly line of Block 3, "Lochmere 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's office in Plat Cabinet 4, Page 367, a distance of 282.19 feet to the southeast corner of Lot 2, Block 3, "Lochmere II at Forest Ridge";

Thence S 75°32'58" E along the southerly line of said "Lochmere II at Forest Ridge" a distance of 53.79 feet to the southwest corner of Lot 4, Block 2, "Lochmere II at Forest Ridge";

Thence N 90°00'00" E along the southerly line of said Block 2 "Lochmere II at Forest Ridge" a distance of 140.13 feet to the southeast corner of Lot 4, Block 2, "Lochmere II at Forest Ridge";

Thence S 89°55'14" E a distance of 50.00 feet to the east line of the SE/4 of Section 10;

Thence S 00°04'46" W along the east line of the SE/4 of Section 10 a distance of 297.70 feet;

Thence N 01°45'12" E a distance of 50.00 feet;

Thence S 74°26'03" W a distance of 440.00 feet;

Thence S 81°04'30" W a distance of 235.91 feet;

Thence S 22°53'20" W a distance of 165.00 feet;

Thence S 82°36'25" W a distance of 163.99 feet;

Thence N 77°29'03" W a distance of 143.85 feet to the easterly right of way of South 76th Street "The Cottages 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's office in Plat Cabinet 4, Page 400;

Thence N 12°30'57" E along the easterly right of way of South 76th Street of said "The Cottages at Forest Ridge" a distance of 105.00 feet to a tangent curve to the right;

Thence continuing along the easterly right of way of South 76th Street and along the southerly right of way of East El Paso Street and along a tangent curve to the right with a central angle of 90°00'00", a radius of 25.00 feet and an arc length of 39.27 feet;

Thence S 77°29'03" E along the southerly right of way of East El Paso Street of said "The Cottages at Forest Ridge" a distance of 11.87 feet to a tangent curve to the left;

Thence continuing along the southerly right of way of East El Paso Street along a tangent curve to the left with a central angle of 72°20'13", a radius of 175.00 feet and an arc length of 220.94 feet to a tangent reverse curve to the right;

Thence continuing along the southerly right of way of East El Paso Street along a tangent reverse curve to the right with a central angle of 37°45'56", a radius of 225.00 feet and an arc length of 148.31 feet;

Thence N 22°03'20" W a distance of 50.00 feet to the northerly right of way of East El Paso Street, a non-tangent curve to the left;

Thence along the northerly right of way of East El Paso Street of said "The Cottages at Forest Ridge" a non-tangent curve to the left with an initial tangent bearing of S 67°56'00" W, a central angle of 90°29'01", a radius of 275.00 feet and an arc length of 2.32 feet to a tangent reverse curve to the right;

Thence along the northerly right of way of East El Paso Street and the easterly right of way of South 77th Street a tangent reverse curve to the right with a central angle of 80°24'21", a radius of 25.00 feet and an arc length of 35.09 feet;

Thence N 32°09'00" W along the easterly right of way of South 77th Street a distance of 3.25 feet to a tangent curve to the left;

Thence along the easterly right of way of South 77th Street a tangent curve to the left with a central angle of 21°15'46", a radius of 925.00 feet and an arc length of 120.61 feet to the "Point of Beginning" for Tract "A".

AND

TRACT "B"

Beginning at the most southerly corner of Lot 8, Block 5, "Lochmere 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's office in Plat Cabinet 4, Page 343;

Thence N 34°47'34" E along the southerly line of Block 5, "Lochmere at Forest Ridge" a distance of 147.90 feet to the most easterly corner of Lot 8, Block 5, "Lochmere at Forest Ridge", a non-tangent curve to the right;

Thence along the westerly right of way of South 77th Street of said "The Cottages at Forest Ridge" a distance of 275.00 feet to the right with an initial tangent bearing of S 55°12'22" E, a central angle of 29°04'29", a radius of 90.00 feet and an arc length of 110.75 feet;

Thence S 32°09'00" E along the westerly right of way of South 77th Street a distance of 3.25 feet to a tangent curve to the right;

Thence continuing along the westerly right of way of South 77th Street and along the northerly right of way of East El Paso Street and along a tangent curve to the right with a central angle of 18°09'38", a radius of 275.00 feet and an arc length of 86.84 feet to a tangent reverse curve to the right;

Thence continuing along the northerly right of way of East El Paso Street and along a tangent reverse curve to the right with a central angle of 72°20'13", a radius of 125.00 feet and an arc length of 157.81 feet;

Thence N 77°29'03" W along the northerly right of way of East El Paso Street a distance of 74.00 feet;

Thence N 23°00'49" E a distance of 137.97 feet to the southwestly line of Lot 8, Block 5, "Lochmere at Forest Ridge";

Thence S 64°36'04" E along the southwestly line of Lot 8, Block 5, "Lochmere at Forest Ridge" a distance of 56.00 feet to the most southerly corner of Lot 8, Block 5, "Lochmere at Forest Ridge" the "Point of Beginning" of Tract "B";

Said tracts contain 399.735 square feet or 9.1767 acres.

The non-astrometric bearings for said tracts are based on an assumed bearing of N 00°04'46" E 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, according to the Official U.S. Government Survey thereof.

AND HEREBY CERTIFIES THAT it has caused the above described land to be surveyed, staked, platted and subdivided into lots, blocks, and streets, and reserves, and has designated the same as "LOCHMERE III 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**

The Owner/Developer does hereby dedicate to the public use the streets as depicted on the accompanying plat, and does further dedicate to 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**

The Owner/Developer does hereby dedicate for public use Traffic Control Median "A" for the purpose of constructing and maintaining a traffic control median, provided however, the Owner/Developer herein reserves a 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 landscaping within Traffic Control Median "A". 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 Median "A" 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 may be located within the perimeter easements of the subdivision on the east side of the subdivision. Street light poles or standards may be served by overhead line or underground cable and elsewhere throughout the subdivision. All supply lines including electric, telephone, cable television and gas lines shall be located underground in the easement areas designated for general utility services and in the right-of-way of the public streets as depicted on the accompanying plat. Service 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 structure 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.

1.3.3 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 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 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 paragraph 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 his 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 alterations, 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, his 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 Paragraph 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 **Gas Service**

1.5.1 The supplier of gas service, through its agents and employees, shall at all times have the right of access to all such easements shown on the plat or as provided for in this deed of dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.

1.5.2 The owner of the lot shall be responsible for the protection of the underground gas facilities located in his lot and shall prevent the alteration, grade, or any other construction activity which would interfere with the gas service. The supplier of the gas service shall be responsible for the ordinary maintenance of said facilities, but the Owner shall pay for damage or relocation of facilities caused or necessitated by acts of the Owner or its agents or contractors.

1.5.3 The foregoing covenants set forth in this paragraph shall be enforceable by the supplier of the gas service and the owner of the lot agrees to be bound hereby.

1.6 **Surface Drainage**

Each lot, per the finish grading plan, shall receive and drain in a 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 across his lot. The foregoing covenants set forth in this Subsection E shall be enforceable by any affected lot owner or by the City of Broken Arrow.

1.7 **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, communication, 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.

1.8 **Ownership of Cottage Lake**

The property contiguous to Lochmere III on the south boundary and depicted as Cottage Lake is owned by Forest Ridge Development Limited Partnership, the owners and operators of The Forest Ridge Golf Club. The water contained within Cottage Lake is for the sole use of the golf course for irrigation purposes. From time to time, as weather requires, water from Cottage Lake may be pumped into the golf course irrigation system. As a result of this, the water level of Cottage Lake is not guaranteed and may, from time to time, become low. All maintenance of pumping equipment associated with the irrigation is to be performed by and paid for by Forest Ridge Development Limited Partnership and/or the Forest Ridge Golf Club.

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

2.1 The property hereby platted as "LOCHMERE III 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 III AT FOREST RIDGE".

2.2 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 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, the provisions of the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge shall prevail.

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, and Restrictions of Forest Ridge shall control.

2.3 This Certificate of Dedication and Restrictive Covenants for "LOCHMERE III 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.

SECTION III. RESTRICTIONS

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for the orderly development of LOCHMERE III AT FOREST RIDGE and the continued compatibility of use and improvements within LOCHMERE III 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 LOCHMERE III AT FOREST RIDGE, occupying Reserve "A" shall be known and described as residential lots, and shall be used only for single-family residences.

3.1.2 Reserve "A" shall be used for open space, landscaping, walls, fencing, drainage, recreation, storm sewer drainage, utilities, signage and ingress and egress 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 Reserve "A" shall be performed by the Homeowners Association.

3.2 **Traffic Control Median "A"**

The Traffic Control Median "A" shall be limited to use for traffic medians, utilities, open space, and landscaping.

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, which in the aggregate are not less than 15 feet in width, and no side yard shall be less than 5 feet in width.

3.3.3 **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.

3.3.4 **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.

3.3.5 **Building Height.** No building shall be constructed on any lot which exceeds a height of more than two and one-half (2 1/2) stories except as approved by 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.

3.3.6 **Fencing.** No front yard fence shall be erected closer than the Building Line Setback, as designated on the plat, and no fence shall be erected closer than the Building Line Setback, as designated on the plat, except where the "Site Triangle" as defined by the City of Broken Arrow, requires additional setback. All wood fencing must be installed in such a manner that the wood pickets of the fence face outward and the posts are placed to the inside, whether using wood posts or metal posts. No posts are to be visible to the outside. No fence will be approved that exceeds six (6) feet in height as measured from the bottom of the post where it meets the ground to the top of the post or fence pickets, whichever is higher. All fence layouts to be submitted to New Home Construction or Modifications Committee for approval.

3.4 **Floor Area of Dwellings**

3.4.1 **Living Area.** A dwelling shall have at least 3,000 square feet of finished heated living area.

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

3.5 **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.

3.6 **Landscaping**

3.6.1 A landscape plan showing proposed front yard plantings in an amount not less than \$1,500.00, not including sod cost, based on average nursery planting prices in 2005) shall be submitted to the New Construction Committee for approval and shall be installed prior to completion of the home. Landscaping must include an additional \$900.00 (based on average nursery planting prices in 2005) in rear yard landscape planting. All plans shall contain a minimum of two (2) trees in the front yard. Underground-service pedestals located in the front of homes shall have a minimum of three (3) one-gallon "Maiden Grass" shrubs installed around each one. The New Construction 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 New Construction Committee to be incompatible with the overall landscape design theme of LOCHMERE III AT FOREST RIDGE.

3.6.2 The use of artificial or manmade plant material is prohibited. Ornamental landscape design elements located within the public view are prohibited other than one ornamental bench located upon the lot by the front porch and seasonal and holiday decorations timely and seasonally displayed. The New Construction Committee or the Modifications Committee may permit other types of ornamental landscape design elements upon approval.

3.6.3 All planting shall be completed prior to occupancy, unless approved by New Construction Committee. Plans shall include proposed fencing, walls, and City required sidewalks.

3.7 **Building Material Requirements**

3.7.1 **Exterior Walls.** At least 60% 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.

3.7.2 **Foundations.** All foundations of the dwellings erected on any lot shall be veneered with brick, stone or stucco. No exposed foundations will be allowed.

3.7.3 **Windows.** Exterior windows shall be a minimum of vinyl, painted or anodized colored aluminum. No mill finish aluminum will be accepted.

3.7.4 **Fireplaces.** Fireplaces located on any perimeter wall of the dwelling shall be of masonry veneer construction. Fireplaces on any perimeter wall of the dwelling which penetrates the roof structure, shall be of masonry veneer construction up to the point where it meets the underside of the roof. Above the roof, the chimney may be of stucco or approved siding material.

3.7.5 **Roofing.** The roof covering of the dwelling erected on any lot shall be a minimum "25-year" architectural grade composition shingle, in gray or "Weathered Wood" color.

3.7.6 **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, 4, and 5 of this Subsection G.

3.8 **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.

3.9 **Existing Dwellings**

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

3.10 **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.

3.11 **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 similar type vehicles shall be parked or stored in or upon any part of LOCHMERE III AT FOREST RIDGE (including common areas) except within an enclosed garage. No vehicle shall be repaired or stored anywhere in LOCHMERE III AT FOREST RIDGE including on any lot or upon the streets of LOCHMERE III AT FOREST RIDGE. No vehicle shall be parked on the streets in LOCHMERE III 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.

3.12 **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 which are compatible with the design of the residence, as set forth pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge.

3.13 **Pedestrian Jogging 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 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.

3.14 **Community Standards**

Every dwelling unit owner in LOCHMERE III AT FOREST RIDGE shall maintain and keep at all times in a safe, sound and sanitary condition and repair, and shall have corrected, any condition or refrain from any activity which might interfere with the reasonable enjoyment by other dwelling unit residents of LOCHMERE III AT FOREST RIDGE. All areas subject to the dwelling unit owner exclusive control including lawn areas and landscape shrubs, will be maintained on a regular basis, routine repairs, maintenance and repainting will be made to the home, fencing and ancillary structures, including wooden play structures in a manner consistent with the Community Standards. Upon the failure of said dwelling unit owner to maintain and repair areas subject to his exclusive control the Modifications Committee shall have the right, but not the duty, to make such repairs or to perform such maintenance, and the cost thereof shall be charged to the dwelling unit owner.

SECTION IV. RESERVATIONS

4.1 **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.

4.2 **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 underlying 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

5.1 **Enforcement**