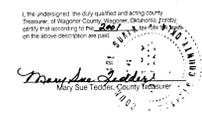


APPROVED 9-17-01 by the City Council of the City of Broken Arrow, Oklahoma. Mayor: [Signature] Attest: City Clerk [Signature]

Planned Unit Development No. 66 & 66B THE POINTE AT FOREST RIDGE

An Addition to the City of Broken Arrow Being a Subdivision of a part of the SE 1/4 of Section 10, T-18-N, R-15-E, of the Indian Meridian, Wagoner County, State of Oklahoma



Line Table with columns: NO., BEARING, DISTANCE. Rows: L1, L2, L3, L4, L5.

Curve Table with columns: NO., DELTA, RADIUS, ARC. Rows: C1, C2, C3, C4, C5.

Benchmark: Top of Brass Cap set in concrete sidewalk at the northeast corner of the New Line Bridge at Forest Ridge Boulevard.

Basis of Bearings: The bearings shown herein are based on an assumed bearing of S 89° 43' 15" E along the south line of the SE 1/4 of Section 10, T-18-N, R-15-E, of the Indian Meridian, Wagoner County, State of Oklahoma.

Legend: UEL = Utility Easement, F&L = Fences and Landscape Easement, BL = Building Line, RDL = Right of Way.

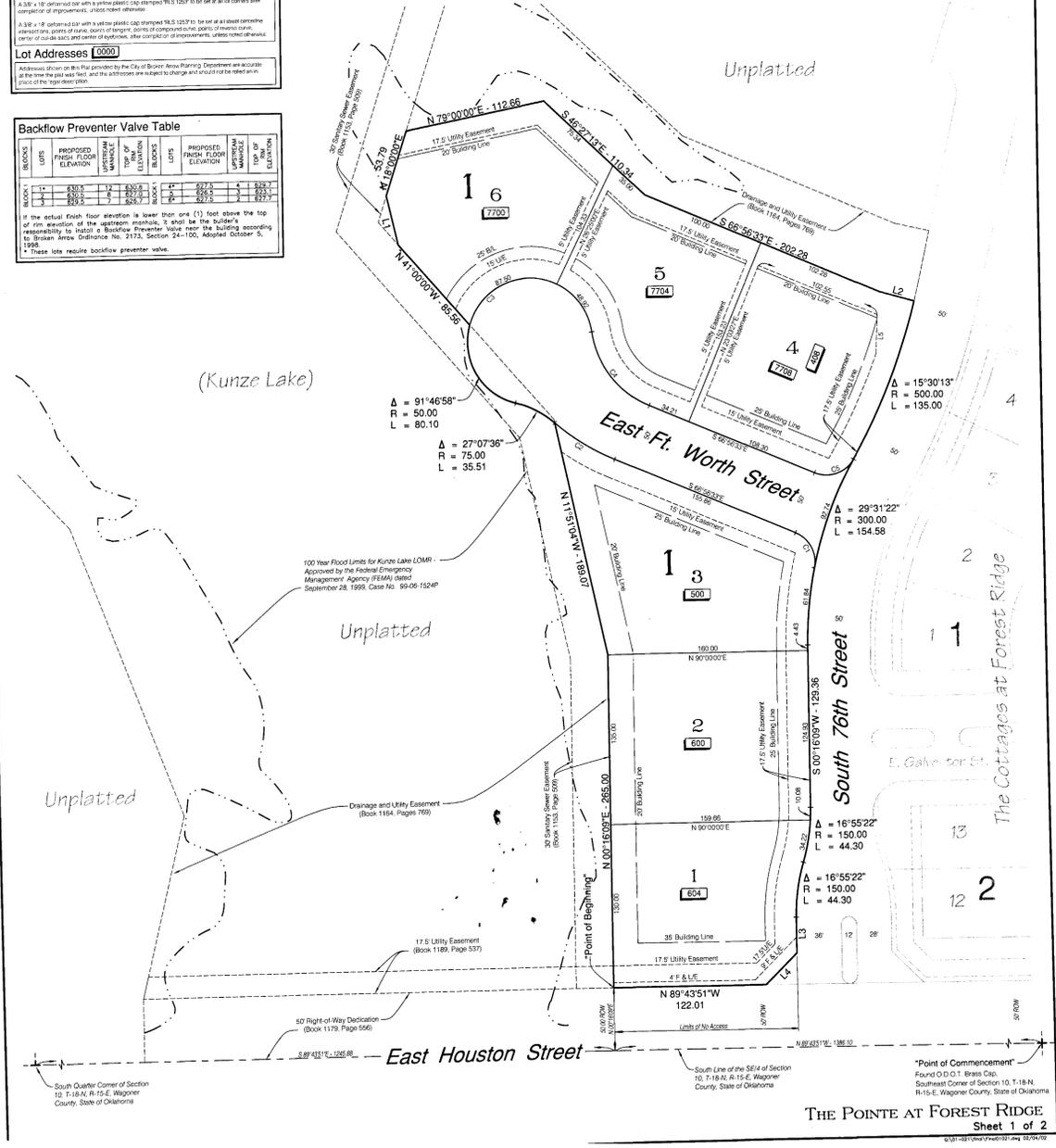
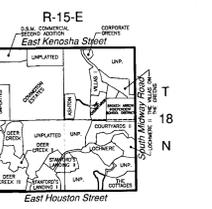
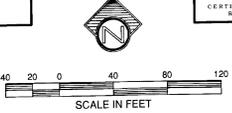
Monument Notes: A 5/8" x 18" copper nail with a yellow plastic cap stamped 'R-15-200' to be set at all public corners...

Lot Addresses: [List of lot addresses and descriptions]

Backflow Preventer Valve Table with columns: BLOCKS, PROPOSED FLOOR ELEVATION, PROPOSED FINISH ELEVATION, etc.

OWNER / DEVELOPER: The Robson Companies, Inc. 901 North Forest Ridge Boulevard Broken Arrow, Oklahoma 74014 918.387.2787

ENGINEER / SURVEYOR: Tulsa Engineering & Planning Associates, Inc. 4200 East 43rd Place South Tulsa, Oklahoma 74133 918.252.9021



THE POINTE AT FOREST RIDGE P.U.D. #66B CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: THE ROBSON COMPANIES, INC., an Oklahoma corporation, hereinafter referred to as the "Owner/Developer" is the author of the following dedication and restrictive covenants...

- 1.3.3 The City of Broken Arrow or its successors shall be responsible for the maintenance of public water and sewer mains...
1.3.4 The City of Broken Arrow or its successors, through its proper agents and employees, shall at all times have the right of access...
1.3.5 The foregoing covenants set forth in this Subsection 1.3 shall be enforceable by the City of Broken Arrow or its successors...

- 1.4 Surface Drainage
1.4.1 Each lot, other than the lot(s) shown on the plat, shall be improved in an unobstructed manner, the storm and surface waters from lots and drainage easements of higher elevation, and from public facilities and easements...
1.5 Planning and Landscaping with Easements
1.5.1 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, cable and telephone facilities...

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

- 2.1 The property hereby dedicated as THE POINTE AT FOREST RIDGE is subject to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge...
2.2 In the event of a conflict between the Declaration of Covenants, Conditions and Restrictions of Forest Ridge...
2.3 The Certificate of Dedication and Restrictive Covenants for THE POINTE AT FOREST RIDGE is intended to supplement and not supersede or amend the Declaration of Covenants, Conditions and Restrictions of Forest Ridge...

- 3.2 Construction of Living Area: The completion of living area shall not include any basement or other area used for storage...
3.41 Each dwelling shall have a garage for at least two automobiles...
3.51 A landscape plan showing proposed front yard plantings in an amount not less than \$10,000 (not including soft rock) based on average nursery pricing...
3.52 The use of artificial or man-made materials is prohibited...
3.53 All exterior walls shall be constructed of masonry, brick, stone or stucco...
3.54 Windows: Windows visible from the street, common areas or adjoining residential lots shall be white or light-colored...
3.55 The roof of the dwelling erected on any lot shall be architectural grade composition shingles...

SECTION III. RESERVATIONS

- 3.11 The Owner/Developer hereby establishes and reserves for subsequent conveyance in the Forest Ridge Homeowners Association...
3.12 The Owner/Developer hereby establishes and reserves for subsequent conveyance in the Forest Ridge Homeowners Association...
3.13 The Owner/Developer hereby establishes and reserves for subsequent conveyance in the Forest Ridge Homeowners Association...

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

- 4.1 The undersigned, the ROBSON COMPANIES, INC., hereby reserves unto itself, its successors and assigns, all water and sewer rights...
4.2 Reservation of Water Rights
4.3 The undersigned, the ROBSON COMPANIES, INC., hereby reserves unto itself, its successors and assigns, all water and sewer rights...
4.4 Severability

IN WITNESS WHEREOF, THE ROBSON COMPANIES, INC., an Oklahoma corporation, has hereunto set its hand and seal this 17th day of February, 2002.

THE ROBSON COMPANIES, INC. an Oklahoma corporation. [Signature]

STATE OF OKLAHOMA COUNTY OF WAGONER

Before me, the undersigned, a notary public in and for said County and State, on this 17th day of February, 2002, personally appeared [Signature]...

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 17th day of February, 2002.

CERTIFICATE: I, Jerry Wayne Lusk, a Professional Land Surveyor registered in the State of Oklahoma, hereby certify that the above and accurately described and shown on the plat is a true and correct copy of the original plat...

OFFICIAL SEAL: State of Oklahoma, County of Wagoner, L.S. 1253

- 1.1 Public Streets and General Utility Easements
1.2 Underground Service
1.2.1 Overhead supply lines for electric, telephone, data and cable television may be located along the South property boundary...
1.2.2 All supply lines including electric, natural gas, telephone, data and cable television service to all structures which may be located on lots in this subdivision may be from the nearest surface utility service providers...
1.2.3 The supplier of electric, natural gas, telephone, data and cable television service through its proper agents and employees...
1.2.4 The owner of each lot shall be responsible for the protection of the underground service facilities located on his property...
1.3 Water and Sewer Service
1.3.1 The owner of the lot shall be responsible for the protection of the public water and sewer mains located on or in his lot...
1.3.2 Within the utility easement area depicted on the accompanying plat, the alteration of ground elevations in the easement...
1.3.3 Living Area: All dwellings shall have a minimum of 4,000 square feet of finished living floor area...

APPROVED 9-17-01 by the City Council of the City of Broken Arrow, Oklahoma. Mayor: [Signature] Attest: City Clerk [Signature]