FILE DATE: 12/07/1999 FILE TIME: 11:47 BOOK: PLC4 PAGE: 350
WAGONER COUNTY, JERRY FIELDS - COUNTY CLERK RECE#: 199916243 **

APPROVED _____ by the City Council of the City of Broken Arrow, Oklahoma.

Mayor

Attest: City Clerk

Planned Unit Development No. 66

Stanford's Landing I at Forest Ridge

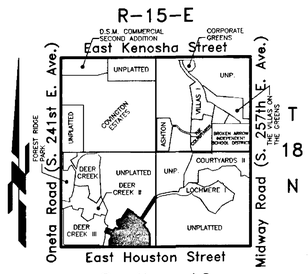
An Addition to the City of Broken Arrow
Being a Subdivision of a part of the SW/4 of Section 10, T-18-N, R-15-E, of the Indian Meridian, Wagoner County, State of Oklahoma

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

Mary Sue Tedder, County Treasurer

Deputy

CERTIFIED TRUE COPY
JERRY FIELDS COUNTY CLERK
Wagoner County, Okla.
By _____ DEPUTY



Section 10
Wagoner County

LOCATION MAP

45 Lots - 20.4717 Acres

OWNER/DEVELOPER:

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

NORTH
100 50 0 100 200 300
SCALE IN FEET

ENGINEER:

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

Building Permit Note

* Lots 2R, 3R, and 4R of Block 2 are reserved for future use as single family lots and no building permit shall issue for Lot 2R of Block 2 and/or Lot 3R of Block 2, and/or Lot 4R of Block 2 until the City Engineer of the City of Broken Arrow, Oklahoma shall have determined that Lot 2R of Block 2 and/or Lot 3R of Block 2, and/or Lot 4R of Block 2, 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).

Curve Table

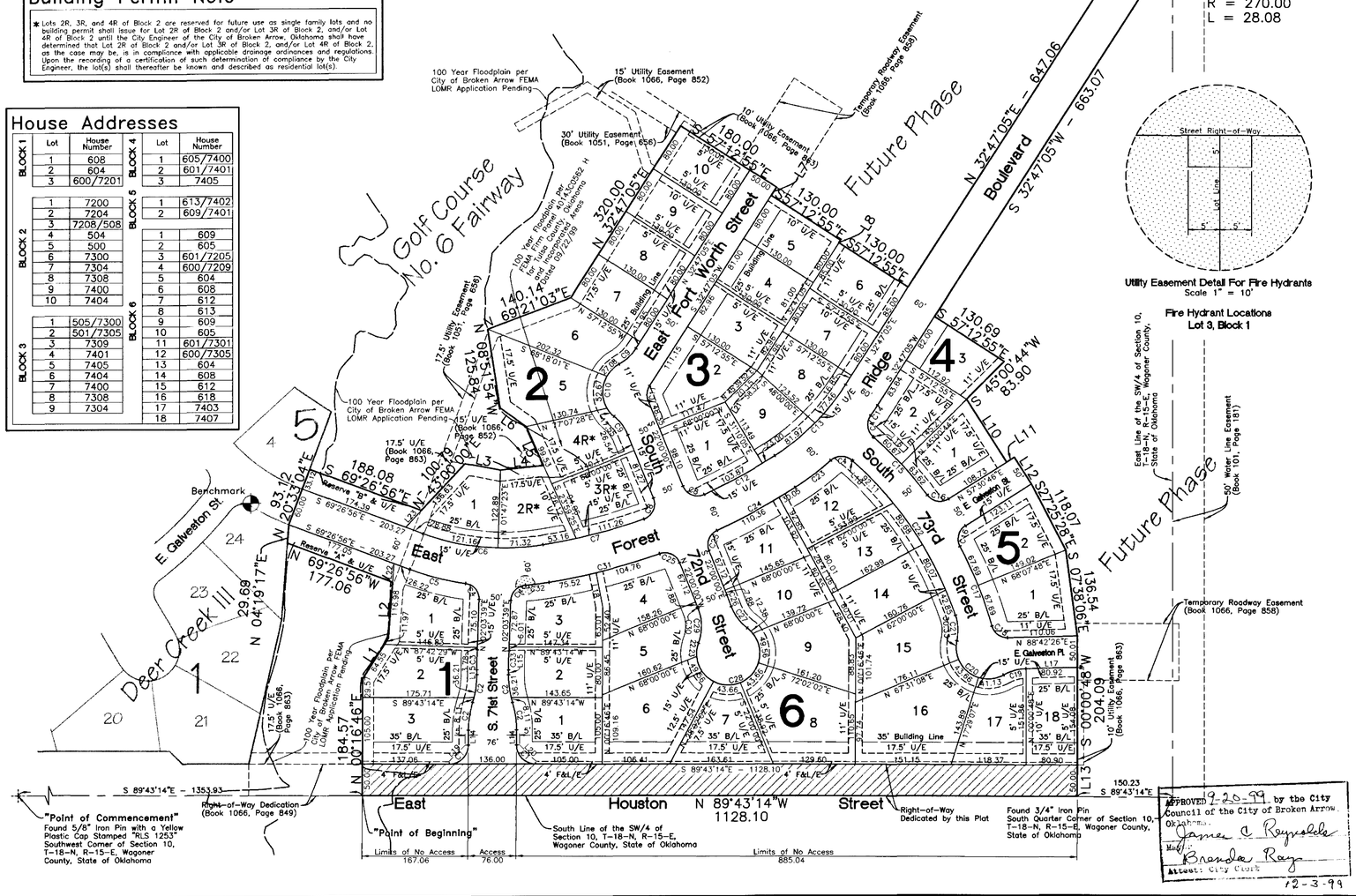
NO.	DELTA	RADIUS	ARC
C1	90°00'00"	30.00	47.12
C2	16°55'44"	150.00	44.32
C3	01°46'53"	1025.00	31.87
C4	83°41'28"	25.00	36.52
C5	12°10'53"	430.00	91.42
C6	29°48'23"	370.00	192.48
C7	09°42'43"	970.00	164.42
C8	93°01'59"	25.00	40.59
C9	28°21'27"	75.00	37.12
C10	111°30'00"	50.00	97.30
C11	54°47'05"	25.00	23.90
C12	07°29'38"	970.00	126.87
C13	24°41'19"	370.00	159.43
C14	02°36'48"	430.00	19.61
C15	11°23'39"	625.00	124.29
C16	85°35'18"	25.00	37.34
C17	12°24'40"	625.00	135.38
C18	75°37'41"	25.00	33.00
C19	28°21'27"	75.00	37.12
C20	131°54'45"	50.00	115.12
C21	31°05'21"	75.00	40.70
C22	29°27'59"	575.00	295.71
C23	09°27'26"	430.00	70.98
C24	07°48'37"	1030.00	140.41
C25	87°17'01"	25.00	38.08
C26	02°07'16"	525.00	19.44
C27	33°07'23"	75.00	43.36
C28	253°18'10"	50.00	221.05
C29	41°56'53"	75.00	54.91
C30	00°21'10"	475.00	2.92
C31	10°01'42"	1030.00	180.28
C32	05°00'25"	430.00	37.58
C33	01°46'53"	975.00	30.31

Line Table

NO.	BEARING	DISTANCE
L1	N 32°00'00"E	76.52
L2	N 04°19'17"E	87.29
L3	S 79°17'23"E	57.02
L4	N 84°07'30"E	68.51
L5	N 23°59'25"W	67.46
L6	N 54°03'28"W	50.88
L7	S 32°47'05"W	15.49
L8	S 32°47'05"W	5.00
L9	S 00°00'48"W	85.11
L10	S 32°29'14"E	117.58
L11	N 57°30'46"E	14.38
L12	S 32°29'14"E	50.00
L13	S 00°16'46"W	50.00
L14	N 00°16'46"E	23.50
L15	N 00°16'46"E	7.83
L16	S 48°17'35"E	2.15
L17	S 88°42'26"W	80.92
L18	S 11°06'00"E	54.88
L19	S 45°16'46"W	36.77
L20	S 44°43'14"E	36.77
L21	S 32°47'05"W	16.95
L22	N 04°19'17"E	29.69
L23	N 43°00'00"E	35.84

House Addresses

	Lot	House Number
BLOCK 1	1	608
	2	604
	3	600/7201
BLOCK 2	1	7200
	2	7204
	3	7208/508
	4	504
	5	500
	6	7300
	7	7304
	8	7308
	9	7400
	10	7404
BLOCK 3	1	505/7300
	2	501/7305
	3	7309
	4	7401
	5	7405
	6	7404
	7	7400
	8	7308
	9	7304
BLOCK 4	1	605/7400
	2	601/7401
	3	7405
BLOCK 5	1	613/7402
	2	609/7401
	3	609
	4	605
	5	601/7205
	6	600/7209
	7	604
	8	608
	9	612
	10	613
	11	609
	12	605
BLOCK 6	13	601/7301
	14	600/7305
	15	604
	16	608
	17	612
	18	618
	19	7403
	20	7407



Backflow Preventer Valve Table

BLOCKS	LOTS	PROPOSED FINISH FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION
BLOCK 1	1	651.0	H	641.30
	2	654.0	I	640.48
	3	654.3	J	638.45
BLOCK 2	1	646.9	18	639.0
	2	646.6	19	640.0
	3	646.7	20	644.6
	4	646.9	20	644.6
	5	647.0	E	635.07
	6	647.0	D	635.36
	7	646.1	C	641.34
	8	644.7	B	641.31
	9	642.6	B	641.31
	10*	640.6	B	641.31
BLOCK 3	1 *	648.1	6	647.8
	2 *	648.1	5	647.2
	3 *	647.4	5	647.2
	4 *	645.6	5	647.2
	5 *	644.5	4	646.2
	6	652.7	4	646.2
	7	653.3	5	647.2
	8	653.3	5	647.2
	9	653.3	5	647.2
BLOCK 4	1	659.7	12	657.8
	2	658.4	11	656.8
	3 *	656.4	11	656.8
BLOCK 5	1	659.4	15	655.3
	2	659.9	14	657.5
BLOCK 6	1 *	657.1	22	657.2
	2 *	656.6	22	657.2
	3	653.6	21	649.6
	4	650.9	21	649.6
	5 *	654.9	22	657.2
	6 *	656.5	22	657.2
	7 *	657.3	23	657.1
	8 *	657.8	8	660.1
	9 *	657.0	7	657.3
	10*	654.8	7	657.3
	11*	650.9	7	657.3
	12*	656.9	7	657.3
	13*	658.0	7	657.3
	14	659.3	7	657.3
	15*	660.8	8	660.1
	16	662.6	8	660.1
	17	662.2	a	660.9
	18*	660.4	a	660.9

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

Top of Brass Cap set on top of curb approximately 18 feet east of handicap access ramp in the Southeast Quadrant of Forest Ridge Boulevard and East Galveston Street.

ELEVATION = 646.53 N.G.V.D. 1929

Basis of Bearings

The bearings shown hereon are based on an assumed bearing of N 89°43'14"W along the South line of the SW/4 of Section 10, T-18-N, R-15-E, of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

Legend

U/E = Utility Easement
B/L = Building Line
F&L/E = Fence & Landscape Easement
= Right-of-Way Dedicated by this Plat
= Reserve Areas

Monument Notes

A 5/8" x 18" deformed bar with a yellow plastic cap stamped "RLS 1253" to be set at all plat boundary corner,, 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.

APPROVED 9-20-99 by the City Council of the City of Broken Arrow, Oklahoma.
James C. Reynolds
Mayor
Brenda Ray
Attest: City Clerk
12-3-99

Stanford's Landing I at Forest Ridge
Sheet 1 of 2

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FILE DATE: 12/07/1999 FILE TIME: 11:47 BOOK: PLC4 PAGE: 350
WAGONER COUNTY, JERRY FIELDS - COUNTY CLERK RECE#: 199916243 **

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS FOR

Stanford's Landing I 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 SW/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:

Commencing at the Southwest Corner 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 S 89°43'14"E along the south line of the SW/4 of said Section 10 a distance of 1353.93 feet to the "Point of Beginning";

Thence N 00°16'46"E a distance of 184.57 feet;

Thence N 32°00'00"E a distance of 76.52 feet;

Thence N 04°19'17"E a distance of 87.29 feet;

Thence N 69°26'56"W a distance of 177.06 feet to a point on the easterly line of Lot 24, Block 1, "Deer Creek III 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 #3-287 A & B;

Thence N 04°19'17"E along the easterly line of "Deer Creek III at Forest Ridge" a distance of 29.69 feet to the northeast corner of Lot 24, Block 1, "Deer Creek III at Forest Ridge";

Thence N 20°33'04"E along the easterly line of "Deer Creek III at Forest Ridge" a distance of 93.12 feet;
Thence S 69°26'56"E a distance of 188.08 feet;

Thence N 43°00'00"E a distance of 100.79 feet;

Thence S 79°17'23"E a distance of 57.02 feet;

Thence N 84°07'30"E a distance of 68.51 feet;

Thence N 23°59'25"W a distance of 67.46 feet;

Thence N 54°03'28"W a distance of 50.88 feet;

Thence N 08°51'54"W a distance of 125.84 feet;

Thence N 69°21'03"E a distance of 140.14 feet;

Thence N 32°47'05"E a distance of 320.00 feet;

Thence S 57°12'55"E a distance of 180.00 feet;

Thence S 32°47'05"W a distance of 15.49 feet;

Thence S 57°12'55"E a distance of 130.00 feet;

Thence S 32°47'05"W a distance of 5.00 feet;

Thence S 57°12'55"E a distance of 130.00 feet;

Thence N 32°47'05"E a distance of 647.06 feet to a point of tangent curve to the right;

Thence along said tangent curve to the right having a central angle of 17°33'56", a radius of 330.00 feet, and an arc length of 101.17 feet to a point on the east line of the SW/4 of said Section 10;

Thence S 00°00'48"W along the east line of the SW/4 of said Section 10 a distance 85.11 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 38°44'33"W, a central angle of 05°57'28", a radius of 270.00 feet, and an arc length of 28.08 feet;

Thence S 32°47'05"W a distance of 663.07 feet;

Thence S 57°12'55"E a distance of 130.69 feet;

Thence S 45°00'44"W a distance of 83.90 feet;

Thence S 32°29'14"E a distance of 117.58 feet;

Thence N 57°30'46"E a distance of 14.38 feet;

Thence S 32°29'14"E a distance of 50.00 feet;

Thence S 57°25'28"E a distance of 118.07 feet;

Thence S 07°38'06"E a distance of 136.54 feet;

Thence S 00°00'48"W a distance of 204.09 feet to a point that is 50.00 feet north of as measured perpendicularly from the south line of the SW/4 of said Section 10;

Thence S 00°16'46"W a distance of 50.00 feet to a point on the south line of the SW/4 of said Section 10;

Thence N 89°43'14"W along the south line of the SW/4 of said Section 10 a distance of 1128.10 feet to the "Point of Beginning".

Said tract contains 891,747 square feet or 20.4717 acres.

The non-astronomic bearings for said tract are based on an assumed bearing of S 89°43'14"E along the south line of the SW/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 "STANFORD'S LANDING I 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
Overhead lines for the supply of electric, telephone and cable television service may be located along the south property boundary of STANFORD'S LANDING I 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 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 ease 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, 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 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 opertures, 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 Esement
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 STANFORD'S LANDING I 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 and his 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 STANFORD'S LANDING I 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 STANFORD'S LANDING I 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 STANFORD'S LANDING I 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 STANFORD'S LANDING I 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 STANFORD'S LANDING I 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 STANFORD'S LANDING I 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.

H. Easement to Golf Course over Reserve "A" and Reserve "B"
There are hereby created non-exclusive easements over and upon Reserve "A" and Reserve "B", 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 Reserve "A" and Reserve "B". 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.

This easement, for the benefit of the Golf Course, specifically:
1. contains the right of ingress and egress to and from Reserve "A" and Reserve "B" to the Golf Course for the purpose of constructing, maintaining, operating and replacing utilities and services of any kind upon, for, across, or relating to the Golf Course as hereinafter more particularly set forth; and

2. contains the right of ingress and egress to and from Reserve "A" and Reserve "B" to the Golf Course for the purpose of golf play or any other activity upon, across, or relating to the Golf Course, including specifically, golf carts and individuals by foot; and

3. is for use of utilities and services of any kind, whatsoever, (public or private) including but not limited to electric, gas, sewer, water, telephone, cable (television or otherwise), security, monitoring, PA system, irrigation, and well lines; and

4. contains the right to install for ingress and egress, directly or indirectly, to and from the Golf Course by way of path, underground tunnel, or overhead passway, at grade level or otherwise.

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

The property hereby platted as "STANFORD'S LANDING I 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, "STANFORD'S LANDING I 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, 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 "STANFORD'S LANDING I 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.

STANFORD'S LANDING I 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 STANFORD'S LANDING I AT FOREST RIDGE and the continued compatibility of use and improvements within STANFORD'S LANDING I 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 STANFORD'S LANDING I AT FOREST RIDGE excepting Reserve "A" and Reserve "B" shall be known and described as residential lots, and shall be used only for single-family residences.

2. Lots 2R, 3R, and 4R of Block 2 are reserved for future use as single family lots and no building permit shall issue for Lot 2R of Block 2 and/or Lot 3R of Block 2, and/or Lot 4R of Block 2, and/or Lot 4R of Block 2, 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).

3. Reserve "A" and Reserve "B" shall be used for open space, landscaping, walls, fencing, drainage, recreation, storm sewer drainage, utilities, 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" and Reserve "B" shall be performed by the Homeowner's Association.

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, 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 single story dwelling shall have a minimum of 2,000 square feet of finished heated living area. A dwelling having more than one story shall have at least 2,200 square feet of finished heated living area. For purposes of the foregoing, basements, attics, and unfinished garage space shall not be counted in this computation.

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 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. Landscaping
A landscape plan showing proposed front yard plantings in an amount not less than $1,000.00 (not including sod cost) based on average nursery planting prices in 1999 dollars shall be submitted to the New Construction Committee for approval and shall be installed prior to completion of the home. All plans shall contain a minimum of two 2" trees in the front yard. Landscape plans for homes on the Golf Course shall have an additional $800.00 in rear yard landscape planting. No planting shall be allowed which will block any views to the Golf Course or open areas. Public Service, GTE, and TCI pedestals located in the front of homes shall have a minimum of three (3) one-gallon "Maiden Grass" shrubs installed around each one. All planting shall be completed prior to occupancy, unless approved by NCC. Plans shall include proposed fencing, walls, and City required sidewalks.

F. Building Material Requirements
1. Exterior Walls. Exterior veneer of each home shall consist of 100% masonry up to the top plate of the first floor, excluding porches and patios. If gable end elevations are used, the gable ends must be full masonry or as approved by the New Construction Committee. Fireplace chimneys and flues shall be of standard design agreed to and approved by the New Construction Committee or Modifications Committee, as appropriate.

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 Chimneys and Flues. Fireplace chimneys and flues shall be of standard design agreed to and approved by the New Construction Committee or Modifications Committee, as appropriate.

5. Roofing. The roof of the dwelling erected on any lot shall be architectural grade composition shingle, cement tile, clay tile, or slate.

6. Gutters and Downspouts. Complete rain gutters and downspouts shall be provided as agreed to and approved by the New Construction Committee or Modifications Committee, as appropriate.

7. Fencing. Fencing on lots NOT on or adjacent to the Golf Course may be masonry, wrought iron, P.V.C., or wood fencing material. All fencing plans shall be reviewed by the New Construction Committee or Modifications Committee, as appropriate, to preserve views to the Golf Course and Open Areas. Fencing on Golf Course or adjacent to Golf Course shall be wrought iron. The New Construction Committee shall approve all fencing.

8. 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 through 7 of this Subsection F.

G. 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.

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