

**CERTIFICATE OF DEDICATION AND
RESTRICTIVE COVENANTS
FOR
SPRING HILL AT FOREST RIDGE
PUD 66**

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 N/2 of Section 11, 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 North Quarter Corner of Section 11, 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°40'27"E along the north line of the NE/4 of said Section 11 a distance of 1,317.76 feet to the northeast corner of the W/2 of the NE/4 of said Section 11;

Thence S 00°03'16"W along the east line of the W/2 of the NE/4 of said Section 11 a distance of 672.06 feet;

Thence S 73°00'00"W a distance of 120.76 feet to a point of non-tangent curve to the left;

Thence along said non-tangent curve to the left with a central angle of 03°40'30", a radius of 250.00 feet, an arc length of 16.04 feet, a chord bearing of S 17°39'17"E, and a chord length of 16.03 feet;

Thence S 70°30'28"W a distance of 50.00 feet;

Thence S 78°12'21"W a distance of 252.58 feet;

Thence S 68°44'34"W a distance of 133.96 feet;

Thence S 37°12'15"W a distance of 151.63 feet;

Thence S 53°16'20"W a distance of 870.86 feet to a point on the east line of the 130-foot PSO perpetual easement and right-of-way recorded in Book 374, Page 573 in the records of the Wagoner County Clerk's office;

Thence N 00°03'40"W along the east line of said perpetual easement and right-of-way a distance of 1,103.58 feet;

Thence N 89°40'26"W a distance of 122.15 feet to a point of tangent curve to the right;

Thence along said tangent curve to the right with a central angle of 29°39'35", a radius of 275.00 feet, an arc length of 142.36 feet, a chord bearing of N 74°50'39"W, and a chord length of 140.77 feet to a point of reverse curve;

Thence along said tangent curve to the left with a central angle of 29°39'35", a radius of 225.00 feet, an arc length of 116.47 feet, a chord bearing of N 74°50'39"W, and a chord length of 115.18 feet;

Thence N 89°40'26"W a distance of 16.50 feet to a point of tangent curve to the left;

Thence along said tangent curve to the left with a central angle of 90°00'00", a radius of 25.00 feet, an arc length of 39.27 feet, a chord bearing of S 45°19'34"W, and a chord length of 35.36 feet to a point on the easterly line of "Wellstone II at Forest Ridge", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, according to the official recorded plat thereof, as filed in PLC5-416A in the records of the Wagoner County Clerk's office;

Thence N 00°19'34"E along the easterly line of said "Wellstone II at Forest Ridge" a distance of 100.00 feet to a point of non-tangent curve to the left;

Thence along said non-tangent curve to the left with a central angle of 90°00'00", a radius of 25.00 feet, an arc length of 39.27 feet, a chord bearing of S 44°40'26"E, and a chord length of 35.36 feet;

Thence S 89°40'26"E a distance of 16.50 feet to a point of tangent curve to the right;

Thence along said tangent curve to the right with a central angle of 29°39'35", a radius of 275.00 feet, an arc length of 142.36 feet, a chord bearing of S 74°50'39"E, and a chord length of 140.77 feet to a point of reverse curve;

Thence along said tangent curve to the left with a central angle of 29°39'35", a radius of 225.00 feet, an arc length of 116.47 feet, a chord bearing of S 74°50'39"E, and a chord length of 115.18 feet;

Thence S 89°40'26"E a distance of 121.81 feet to a point on the east line of said 130-foot PSO perpetual easement and right-of-way;

Thence N 00°03'40"W along the east line of said 130-foot PSO perpetual easement and right-of-way a distance of 275.01 feet to a point 60.00 feet south of as measured perpendicularly to the north line of the NW/4 of said Section 11;

Thence N 89°40'26"W parallel with and 60.00 feet south of as measured perpendicularly to the north line of the NW/4 of said Section 11 a distance of 374.67 feet to a point on the easterly line of said "Wellstone II at Forest Ridge";

Thence N 00°19'34"E along the easterly line of said "Wellstone II at Forest Ridge" a distance of 60.00 feet to a point on the north line of the NW/4 of said Section 11;

Thence S 89°40'26"E along the north line of the NW/4 of said Section 11 a distance of 378.26 feet to the "Point of Beginning".

Said tract contains 1,386,305 square feet or 31.8252 Acres.

The non-astronomic bearings for said tract are based on an assumed bearing of S 89°40'26"E along the north line of the NW/4 of Section 11, 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 has designated the same as "SPRING HILL 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

1.1.1 The Owner/Developer 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/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

1.2.1 The Owner/Developer does hereby dedicate for public use Traffic Control Medians "A", "B", "C" and "D" for the purposes of construction and maintenance of traffic control medians, 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 installation and maintenance of a monument sign within Traffic Control Median "B" identifying the subdivision and for the purposes of installation and maintenance of landscaping within Traffic Control Medians "A", "B", "C" and "D". 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 Medians "A", "B", "C" and "D" 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 shall be located adjacent to East Kenosha Street. Street light poles or standards shall be served by underground cable throughout the subdivision. All supply lines including electric, telephone, cable television and gas lines shall be located underground in the easement ways dedicated for general utility services and in the rights-of-way of the public and private 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

structures 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 Subsection 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 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.

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 Subsection 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 Surface Drainage

Each lot, per the grading plan approved by the City of Broken Arrow, 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 1.5 shall be enforceable by any affected lot owner or by the City of Broken Arrow.

1.6 Paving and Landscaping within Easements

The owner of the lot shall be responsible for the repair of damage to the landscaping and paving occasioned by the necessary installation of, or maintenance to, the underground water, sewer, storm water, gas, telephone, data, 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.

1.7 Golf Course Easement

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 SPRING HILL 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 SPRING HILL 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 SPRING HILL 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 SPRING HILL 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 SPRING HILL 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 SPRING HILL 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 placed, 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 SPRING HILL 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.

1.8 Easements to Golf Course over Reserves "A" and "B"

There are hereby created non-exclusive easements over and upon Reserves "A" and "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 Reserves "A" and "B". Such individuals shall also be allowed to use such easements for the purpose of construction, maintenance, repair of the Golf Course, and related improvements and activities.

These easements, for the benefit of the Golf Course and the owner of the Golf Course property, specifically:

1.8.1 Contain the right of ingress and egress to and from Reserves "A" and "B" to the Golf Course and 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

1.8.2 Are for use of utility companies 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

1.8.3 Contain the right to install structures 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**

2.1 The property hereby platted as "SPRING HILL 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 31, 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, "SPRING HILL 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 31, 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.

2.3 This Certificate of Dedication and Restrictive Covenants for "SPRING HILL 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 31, 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.

SPRING HILL 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/Developer desires to establish restrictions for the purpose of providing for the orderly development of SPRING HILL AT FOREST RIDGE and the continued compatibility of use and improvements within SPRING HILL 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 SPRING HILL AT FOREST RIDGE excepting Reserves "A" and "B" shall be known and described as residential lots, and shall be used only for single-family residences.

3.1.2 Reserves "A" and "B" shall be used for open space, landscaping, walls, fencing, drainage, recreation, storm sewer drainage, utilities and ingress and egress and for maintenance purposes 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 Reserves "A" and "B" shall be the responsibility of the Homeowners' Association.

3.2 Fronting and Access Limitation. Each dwelling shall front an interior public street and derive its access solely from an interior public street. Within the boundaries of a Lot designated on the Plat as "D.A.L." or "Driveway Access Limitation", vehicular access to the adjoining public street shall be prohibited.

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.

SPRING HILL AT FOREST RIDGE PT 16-112
Date of Preparation: May 19, 2018 Sheet 2 of 3

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