CERTIFICATE OF DEDICATION
AND
RESTRICTIVE COVENANTS

FOR

THE VILLAS I AT FOREST RIDGE

P.U.D. NO. 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, a part of P.U.D. No. 66, situated in the City of Broken Arrow, Wagoner County, State of Oklahoma, to-wit:

THE SURFACE ONLY OF A PART OF THE NE/4 OF SECTION 10, T-18-N, R-15-E, OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE OFFICIAL U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 10, T-18-N, R-15-E, OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE OFFICIAL U.S. GOVERNMENT SURVEY THEREOF; THENCE S 89°38'10"E ALONG THE NORTH LINE OF THE NE/4 OF SECTION 10 A DISTANCE OF 775.55 FEET; THENCE S 00°21'50"W AND PERPENDICULAR TO THE NORTH LINE OF THE NE/4 OF SECTION 10 A DISTANCE OF 60.00 FEET TO THE "POINT OF BEGINNING", SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY OF EAST 71ST STREET SOUTH; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF N 89°38'10"W, A CENTRAL ANGLE OF 93°35'00", A RADIUS OF 30.00 FEET, A DISTANCE OF 49.00 FEET TO A POINT OF COMPOUND CURVE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 33°55'00", A RADIUS OF 310.00 FEET, A DISTANCE OF 183.51 FEET; THENCE S 37°08'10"E A DISTANCE OF 170.00 FEET TO A POINT OF TANGENT CURVE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 18°56'41", A RADIUS OF 619.29 FEET, A DISTANCE OF 204.77 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 53°48'44", A RADIUS OF 783.94 FEET, A DISTANCE OF 736.27 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 86°07'31", A RADIUS OF 30.00 FEET, A DISTANCE OF 45.10 FEET; THENCE S 01°36'21"W A DISTANCE OF 50.00 FEET TO A POINT OF NON-TANGENT CURVE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF S 88°23'39"E, A CENTRAL ANGLE OF 41°10'41", A RADIUS OF 328.08 FEET, A DISTANCE OF 235.79 FEET; THENCE S 09°53'23"W A DISTANCE OF 323.95 FEET; THENCE N 76°21'06"W A DISTANCE OF 264.91 FEET; THENCE S 13°38'54"W A DISTANCE OF 108.23 FEET TO A POINT OF CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07°10'00", A RADIUS OF 480.00 FEET, A DISTANCE OF 60.04 FEET; THENCE N 83°31'06"W A DISTANCE OF 302.06 FEET; THENCE N 03°28'23"E A DISTANCE OF 483.34 FEET; THENCE N 09°21'54"W A DISTANCE OF 460.04 FEET; THENCE N 57°47'24"E A DISTANCE OF 181.67 FEET TO A POINT OF NON-TANGENT CURVE; THENCE ALONG SAID CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF N 46°36'17"W, A CENTRAL ANGLE OF 09°28'34", A RADIUS OF 703.94 FEET, A DISTANCE OF 116.42 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 18°56'41", A RADIUS OF 699.29 FEET, A DISTANCE OF 231.22 FEET; THENCE N 37°08'10"W A DISTANCE OF 170.00 FEET TO A POINT OF TANGENT CURVE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 35°06'43", A RADIUS OF 390.00 FEET, A DISTANCE OF 239.00 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 87°38'43", A RADIUS OF 30.00 FEET, A DISTANCE OF 45.87 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF EAST 71ST STREET SOUTH; THENCE S 89°38'10"E ALONG THE SOUTH RIGHT-OF-WAY OF EAST 71ST STREET SOUTH, BEING 60.00 FEET SOUTH, AS MEASURED PERPENDICULARLY FROM THE NORTH LINE OF THE NE/4 OF SECTION 10, A DISTANCE OF 140.18 FEET TO THE "POINT OF BEGINNING." SAID TRACT CONTAINS 523.517 SQUARE FEET OR 12.02 ACRES. THE BASIS OF BEARINGS FOR THE ABOVE DESCRIBED TRACT IS THE ASSUMED BEARING OF S 89°38'10"E ALONG THE NORTH LINE OF THE NE/4 OF SECTION 10, T-18-N, R-15-E, OF THE INDIAN BASE AND 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 "THE VILLAS 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 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 construction, maintaining, operating, repairing, replacing, 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 valves, meters and equipment for each of such facilities and other appurtenances thereto, with the rights of ingress and egress into and upon the utility easements for the uses and purposes aforesaid, together with similar easement rights in the public streets; PROVIDED, HOWEVER, that the Owner hereby reserves the right to construct, maintain, operate, lay and construction, maintaining, operating, repairing, replacing, 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 into and upon the utility easements for the purposes aforesaid, together with similar easement rights in the public streets;

B. Underground Service

Overhead lines for the supply of electric, telephone and cable television service may be located along the East 71st Street South (a/k/a East Kenosha Street) of THE VILLAS 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 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 service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon each said lot: provided that upon the installation of such a service cable to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a 5-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said structure.

The supplier of electric, natural gas, telephone and cable television service, through its proper agents and employees, shall at all times have the right of access to all such easement-ways as depicted on the accompanying plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric, 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, 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 depicted utility easement areas, the alteration of grade 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 may interfere with public water and sewer mains, shall be prohibited.

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.

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

The property hereby platted as "THE VILLAS 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 791, Pages 391-418 in the office of the County Clerk of Wagoner County, Oklahoma, covering among other lands, "THE VILLAS 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 791, Pages 391-418 in the office of the County Clerk of Wagoner County, Oklahoma, and the conditions, restrictions and covenants imposed hereby, the Declaration of Covenants, Conditions, Restrictions of Forest Ridge shall control.

This Certificate of Dedication and Restrictive Covenants for "THE VILLAS 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 791, Pages 391-418 in the office of the County Clerk of Wagoner County, Oklahoma.

SECTION III - RESTRICTIONS

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

A. Use of Land

1. All of lots within "THE VILLAS I AT FOREST RIDGE", excepting Reserve "A" Block 1, Reserve "A", Block 2 Reserve "A", Block 3 and Reserve "A", Block 8, shall be known and described as residential lots, and shall be used only for single-family residences.

2. Reserve "A" Block 1, Reserve "A", Block 2 Reserve "A", Block 3 and Reserve "A", Block 9, shall be used for open space, landscaping, walls, fencing, drainage, recreation, and storm sewer drainage and is reserved for subsequent conveyance to the Homeowner's Association to be formed pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge.

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 10 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 be located in the required rear yard.

4. Easement Setbacks. No building, structure or part thereof, 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 Planning Commission of the City of Broken Arrow, Oklahoma and the Design Review Committee as set forth pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge.

C. Floor Area of Dwellings

1. Living Area. A dwelling shall have at least 2,000 square feet of finished heated living area. A dwelling having more than one story shall have at least 1,500 square feet of finished heated living area on the first story and 500 square feet of finished heated living area on the second story.

2. Computation of Living Area. The computation of living area shall not include any basement or attic area used for storage. All living area measurements shall be taken horizontally at the top plate level to the face of the outside wall. Required living area must 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 an attached garage for at least two automobiles.

E. Building Material Requirements

1. Exterior Walls. The exterior walls of the dwelling erected on any lot shall be of at least 50% brick, stone, or stucco; provided, however, that the area of all windows and doors located in said exterior walls shall be excluded in the determination of the area of said exterior walls.

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

3. Windows. Exterior windows shall be either of wood, cladwood, painted, or anodized colored aluminum construction. No mill finish will be accepted.

4. Fireplace. Fireplaces located on any perimeter wall of the dwelling shall be of masonry veneer construction.

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

6. Waiver. The Design Review Committee pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge and as supplemented from time to time may waive, in the particular instance, the building material requirements set out in Paragraphs 1, 2, 3, 4 and 5 of this Subsection E.

F. Commercial Structures

No building or structure shall be placed, erected, or used for business, professional, trade or commercial purposes on any portion of any lot.

G. Existing Dwellings

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

H. Antennas

No external radio, television or other antennas, of any kind or nature (including, but not limited to "satellite dishes") or other device for the reception or transmission of radio, microwave or other similar signals, shall be placed, or maintained upon any unenclosed portions of any lot.

I. Vehicle Storage and Parking

No inoperative vehicle shall be stored on any lot except within an enclosed garage. No motor home, boat trailer, travel trailer, or similar recreational vehicle shall be located, parked, or stored within a side or front yard, and if not located within an enclosed garage, shall be screened sufficiently to prevent any view thereof from any street within "THE VILLAS I AT FOREST RIDGE".

J. Driveway and Walks

All driveways and walks between the street and garage shall be constructed of concrete or masonry. River gravel exposed aggregate concrete may be used for walks when compatible with the design of the residence, subject to the Design Review Committee approval as set forth pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge and as supplemented from time to time.

SECTION IV. RESERVATIONS

A. Reservation of Mineral Rights

The undersigned, The Robson Companies, Inc. hereby reserves unto itself, its successors and assigns, any and all interest in and to oil, gas and other minerals therein and thereunder and all rights, interests and estates and whatsoever nature instant thereto or arising therefrom.

B. Reservation of Water Rights

The undersigned, The Robson Companies, Inc., hereby reserves unto itself, its successors and assigns all water and all water rights therein or thereunder, and all rights, interests and estates of whatsoever nature instant thereto or arising therefrom, including the water standing on the land, flowing over or under its surface (whether or not forming a definite stream), water running in a definite stream, formed by nature, over, under the surface and all ground water, and the right to control the damming up or otherwise using the bed of a stream for the collection or storage of water.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner, its successors and assigns, and all parties claiming under them, and otherwise, shall be enforceable as set forth in the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated October 26, 1990, and recorded October 26, 1990, in Book 783, Pages 625-686 and the supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 19, 1991, and recorded on May 16, 1991, in Book 791, Pages 391-418, in the office of the County Clerk of Wagoner County, Oklahoma, including, without limitation, specifically Article XII thereof.

B. Duration

These restrictions shall remain in full force and effect until amended and terminated pursuant to procedures as set forth in the Declaration of Covenants, Conditions and Restrictions of Forest Ridge dated October 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 791, Pages 391-418, in the office of the County Clerk of Wagoner County, Oklahoma. If any of the options, privileges, covenants or rights created by this Certificate of Dedication, Restrictions and Covenants for "THE VILLAS I AT FOREST RIDGE" shall be unlawful, void or voidable for violations of the Rule against perpetuities then such provision shall continue until twenty-one (21) years after the death of the survivor of the now living descendants of Bruce A. Robson.

C. Amendment or Termination

The covenants contained herein, may be amended or terminated, in whole or in part, in accordance with the guidelines set forth in the Declaration of Covenants, Conditions and restrictions of Forest Ridge, dated October 26, 1990, and recorded October 26, 1990, in Book 783, Pages 625-686, and the supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 19, 1991, and recorded on May 16, 1991, in Book 791, Pages 391-418, in the particular instance, the building material requirements set out in Paragraphs 1, 2, 3, 4 and 5 of this Subsection E.

D. Severability

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgement, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions of any part thereof as set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF: THE ROBSON COMPANIES, INC., an Oklahoma Corporation has executed this instrument this 26 day of NOVEMBER, 1991.

ATTEST: (CORPORATE SEAL)

THE ROBSON COMPANIES, INC.
an Oklahoma Corporation

Anita E. Butterworth
Corporate Secretary

John J. Robson
John J. Robson, President

STATE OF OKLAHOMA)
) SS
COUNTY OF ~~TULSA~~ WAGONER)

Before me, the undersigned, a notary public in and for said County and State, on this 26 day of NOVEMBER, 1991 personally appeared John J. Robson to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its president, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have set my hand and seal, the day and year last written above.

Notary Public

My commission expires:
4-15-95

Gloria E. Waddle

CERTIFICATE

I, Jerry W. Ledford, a Registered Professional Engineer and Land Surveyor in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land herein described above, and that said plat designated herein as "THE VILLAS I AT FOREST RIDGE", an addition to the City of Broken Arrow, Wagoner County, State of Oklahoma, is a representation of a survey made on the ground using generally accepted practices.

WITNESS my hand and seal this 26th day of NOVEMBER, 1991.

TULSA ENGINEERING & PLANNING
ASSOCIATES, INC.,
An Oklahoma Corporation

ATTEST: (SEAL)

BY:

Jerry W. Ledford, Jr.
Jerry W. Ledford, Jr., Secretary

Jerry W. Ledford
Jerry W. Ledford, President, Registered Professional Engineer and Land Surveyor

APPROVED 5/7/90 by the City Council of the City of Broken Arrow, Oklahoma
James C. Reynolds/jj
Mayor Gary Yderich
Donald E. Spencer/jj
Attest: City Clerk

(SEAL)
Registered Professional Engineer No. 13555

(SEAL)
Registered Land Surveyor No. 1253

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

Before me, the undersigned, a notary public in and for said County and State, on this 26th day of NOVEMBER, 1991 personally appeared Jerry W. Ledford, to me known to be the identical person who subscribed his name as Registered Professional Engineer and Land Surveyor to the foregoing certificate as his free and voluntary act and deed, and as the free and voluntary act and deed of TULSA ENGINEERING & PLANNING ASSOCIATES, INC., for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have set my hand and seal, the day and year last written above.

Evelyn P. Chadsey,
Notary Public

My commission expires:

July 6, 1993

Evelyn P. Chadsey

I, the undersigned, the duly qualified and acting county Treasurer, of Wagoner County, Wagoner, Oklahoma, hereby certify that according to the _____ 1991 Tax rolls the taxes on the above description are paid.

Frances McMahan, County Treasurer

Mary Ann Ledder
Deputy

THE VILLAS I AT FOREST RIDGE
SHEET 2 OF 2

90-RDCO-0004-0022