SECTION III. RESTRICTIONS

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for the orderly development of WELLSTONE I AT FOREST RIDGE and the continued compatibility of use and improvements within WELLSTONE I 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 an assigns:

3.1 Use of Land

3.1.1 All of lots within WELLSTONE I AT FOREST RIDGE, excepting Reserves "A", "B", and "C" shall be known and described as residential lots, and shall be used only for single-family residences.

3.1.2 Reserves "B" and "C " shall be used for open space, signage, 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 Reserves "A", "B", and "C" shall be the responsibility of the Homeowners Association.

3.1.3 Reserve "A" is designated as Private Streets as set forth in Section I, Subsection 1.9, above.

3.2 Minimum Yards, Setbacks and Building Height

3.2.1 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.

3.2.2 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.

3.2.3 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.

3.2.4 Easement Setbacks. No Building, whether principal or accessory, shall encroach upon any utility easement as depicted on the accompanying plat.

3.2.5 Building Height. No building shall be constructed on any lot which exceeds a height of more than two stories.

3.3 Floor Area of Dwellings

3.3.1 Living Area. All single and 1 ½ story dwellings shall have a minimum of 2,200 square feet, measured "over masonry" and two-story dwellings shall have a minimum of 2,500 square feet, measured "over masonry".

3.3.2 Computation of Living Area. The computation of living area shall not include any basement, attics or unfurnished garage 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.

3.4 Garage

3.4.1 Each dwelling shall have a garage for at least two automobiles. Garages may be attached or detached, subject to the approval of the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee, as appropriate, as set forth pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge.

3.5 Landscaping & Fencing

3.5.1 A landscape plan showing proposed front yard plantings in an amount not less than $1,200.00 (not including sod cost) (based on average nursery planting prices in 2006) shall be submitted to the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee for approval and shall be installed prior to completion of the home. All plans shall contain a minimum of two (2) 2" caliper trees in the front yard. Landscape plans for all homes in WELLSTONE I AT FOREST RIDGE shall have an additional $800.00 (based on average nursery planting prices in 2006) in rear yard landscape planting. No planting shall be allowed which will block any views to the Golf Course or open areas. 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. Plantings shall provide ten (10) feet clearance in front of all electrical transformers. The Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification 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 Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee to be incompatible with the overall landscape design theme of WELLSTONE I AT FOREST RIDGE.

3.5.2 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 Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modifications Committee may permit other types of ornamental landscape design elements upon approval.

3.5.3 All planting shall be completed prior to occupancy, unless approved by the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee. Plans shall include proposed fencing, walls, and City required sidewalks.

3.5.4 Traditional Homesites: Fencing on lots NOT adjacent to the Golf Course or Lakes may be of approved polyvinyl chloride (PVC), masonry, black wrought iron or wood material not exceeding six (6) feet in height as measured from the bottom of the pickets at grade to the top of the pickets or wall. Fencing layout must preserve views to open areas.

3.5.5 Golf Course and Lakefront Homesites: Fencing along the rear yard lot line of homes backing up to the Golf Course and Lakes (All lots in Block 1 and Block 5, WELLSTONE) must use black wrought iron not to exceed 5' tall, with or without brick pilasters or columns. Fencing along Side Yards of these homesites may use a combination of black wrought iron and approved PVC, masonry, or wood fencing, not exceeding 6' in height as measured above, with the provision that 6' fencing must begin a gradual step down from 6' tall to meet the wrought iron fencing which will come into the property 12' from the fence at rear Golf Course Property Line. Views to the Lake from adjacent lots will be taken in consideration on approving the fencing layout on Lakefront homes.

3.6 Building Material Requirements

3.6.1 Exterior Walls. Each dwelling shall be a 100% approved masonry on the entire front elevation and up to the first floor top plate on the balance of the home, 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. Recessed patios and front doors may be of "Masonite" or approved siding.

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

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

3.6.4 Fireplace Chimney and Flues. Fireplace chimneys and flue terminations shall be of standard design agreed to and approved by the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modifications Committee, as appropriate. Fireplaces located on any perimeter wall of the dwelling shall be of masonry veneer construction to the point where they penetrate the roof.

3.6.5 Roofing. The roof of the dwelling erected on any lot shall be architectural grade shingles, "Heritage Series" by "TAMKO", in "Black Walnut" color, or as approved by the Forest idge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modifications Committee, as appropriate.

3.6.6 Gutters and Downspouts. Complete rain gutters and downspouts shall be provided as agreed to and approved by the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modifications Committee, as appropriate.

3.6.7 Waiver. The Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association 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 3.6.1 thru 3.6.6 of this Subsection 3.6.

3.7 Commercial Structures

3.7.1 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 Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge.

3.8 Existing Dwellings

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

3.9 Antennas

3.9.1 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 the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee.

3.10 Vehicle Storage and Parking

3.10.1 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 WELLSTONE I AT FOREST RIDGE (including common areas) except within an enclosed garage on a lot. No vehicle shall be repaired or rebuilt anywhere in WELLSTONE I AT FOREST RIDGE including on any lot or upon the streets of WELLSTONE I AT FOREST RIDGE. No vehicle shall be parked on the streets in WELLSTONE I 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.

3.11 Driveway and Walks

3.11.1 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 approval of the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee, as appropriate, as set forth pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge.

3.12 Pedestrian Jogging Trails and Parks

3.12.1 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 along the trails or within any park, 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..

3.13 Perimeter Fencing

3.13.1 The Owner/Developer herein establishes and reserves for subsequent conveyance to the Forest Ridge Homeowners Association, Inc., formed pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge, a perpetual exclusive easement to erect and maintain fencing, walls, landscaping, and/or irrigation along the boundaries of the subdivision within the reserves depicted on the accompanying plat as Reserves "A", "B" & "C".

3.13.2 The Owner/Developer herein establishes and reserves for subsequent conveyance to the Forest Ridge Homeowners Association, Inc., formed pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge, a perpetual exclusive easement within the reserves depicted on the accompanying plat as Reserves "A", "B" & "C" to erect and maintain the electric privacy gates, all equipment related to their use and privacy fencing associated thereto with the provision that the maintenance of such items will be the responsibility of the Wellstone Neighborhood Association formed pursuant to Section II – Declaration of Covenants, Conditions and Restrictions of Forest Ridge.

3.14 Sidewalks

3.14.1 Prior to occupancy of a dwelling on a Lot, a sidewalk four feet in width shall be constructed within and extend the length of the sidewalk easement (excepting points of driveway access) located within the Lot and depicted on the Plat as "SW/E" or "Sidewalk Easement" The owner of the Lot shall have the obligation to construct and maintain the required sidewalk. For the common use and benefit of the owners of Lots within WELLSTONE I AT FOREST RIDGE, the Owner/Developer herein establishes and grants a perpetual easement on, over and across those areas depicted on the Plat as "SW/E" or "Sidewalk Easement" for the purposes of permitting pedestrian access within the Subdivision.

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 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

5.1 Enforcement

5.1.1 The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, 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 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, including, without limitation, specifically Article XII thereof.

5.2 Duration

5.2.1 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 25, 1990, and recorded October 25, 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. If any of the options, privileges, covenants or rights created by this Certificate of Dedication, Restrictions and Covenants for "WELLSTONE 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.

5.3 Amendment or Termination

5.3.1 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 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, including without limitation, Article XIII thereof.

5.4 Severability

5.4.1 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 13th day of June, 2006.

THE ROBSON COMPANIES, INC.
an Oklahoma corporation

John J. Robson, President

ATTEST: (CORPORATE SEAL).

J. Douglas Shrout,
Assistant Corporate Secretary

STATE OF OKLAHOMA)
) s.s.
COUNTY OF WAGONER)

Before me, the undersigned, a notary public in and for said County and State, on this 13th day of June, 2006 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.

NORMA JARRETT
Wagoner County
Notary Public in and for
State of Oklahoma
Commission # 02019459 Expires 12/10/06

Notary Public
My commission no. _____
expires _____

CERTIFICATE

I, J. Wesley Bills, of Tulsa Engineering and Planning Associates, Inc., a Professional Land Surveyor registered in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "WELLSTONE I AT FOREST RIDGE", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Executed this 13TH day of JUNE, 2006.

J. Wesley Bills
Registered Professional Land Surveyor

REGISTERED LAND SURVEYOR
J. WESLEY BILLS
L.S. 1135
OKLAHOMA

STATE OF OKLAHOMA)
) s.s.
TULSA COUNTY)

Before me the undersigned, a notary public, in and for said County and State on this 13 day of June, 2006, personally appeared J. Wesley Bills, to me known to be the identical person who subscribed his name as Registered Professional Land Surveyor to the foregoing Certificate, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA
Notary Public Oklahoma
OFFICIAL SEAL
D. SUE MITCHELL
Tulsa County

D. Sue Mitchell, Notary Public
My commission no. 01004303
expires March 27, 2009.

CITY OF BROKEN ARROW TULSA COUNTY OKLAHOMA SEAL

APPROVED 4-3-06 by the City Council of the City of Broken Arrow, Oklahoma.
Richard Carter 6-14-06 JS
Mayor
Attest: City Clerk 6-14-06

WELLSTONE I AT FOREST RIDGE
PT05-106, DN05-119
Sheet 3 of 3

F:\Data\LEGAL\Forestrg (all)\04082B DOD - PH I- 5C.wpd June 13, 2006 (8:39am)

Certified True Copy
CAROLYN KUSLER, COUNTY CLERK
Wagoner County, Okla.
By _____ DEPUTY