

3.3.3 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, as appropriate.

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

3.3.5 Building Height. No building shall be constructed on any lot that exceeds a height of more than two and one half (2 1/2) stories.

3.4 Floor Area of Dwellings

3.4.1 Living Area. All dwellings shall have a minimum of 1,600 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.

3.4.2 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.

3.5 Garage

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.

3.6 Landscaping

3.6.1 A landscape plan showing proposed front yard plantings in an amount not less than \$800.00 installed and, additionally for Golf Course and Lakefront Lots, rear yard plantings in the amount not less than \$900.00 installed (not including sod cost) (based on average nursery planting prices in 2016 dollars) 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 final occupancy of the home. No planting shall be allowed which will block any views to the open areas. Plantings around surface mounted transformers 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 SPRING HILL AT FOREST RIDGE.

3.6.2 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 Modification Committee may permit other types of ornamental landscape design elements upon approval.

3.6.3 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.

3.7 Building Material Requirements

3.7.1 Exterior Walls. Exterior veneer of each home will consist of 100% masonry on the front elevation, or as approved by the New Home Construction Committee, with masonry to the bottom of the first story windows, or thirty inches above finished floor, on all three remaining sides. Masonry veneer to include approved brick, rock or stone. The balance of the siding used must be consistent on all remaining sides.

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

3.7.3 Windows. Windows visible from the street, common areas or adjoining neighbors' view will be white or off-white. Window units may

be vinyl, painted aluminum, or clad wood windows.

3.7.4 Fireplace Chimneys and Flues. Fireplace Chimneys located on any perimeter wall of the dwelling shall be of masonry or masonry veneer construction. A chimney located on any perimeter wall of the dwelling that penetrates the roof must be masonry below the roof but may be "Masonite"®, or other approved material, above the roof. 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 Modification Committee, as appropriate. No exposed non-painted spark arrestors will be permitted.

3.7.5 Roofing. The roof of the dwelling erected on any lot shall be 30-Year Warranty Architectural grade composition or fiberglass shingle in the "gray" weathered wood color.

3.7.6 Gutters and Downspouts. Rain gutters and downspouts shall be provided around entire house, or as agreed to and approved by the Forest Ridge Homeowners Association New Construction Committee or Forest Ridge Homeowners Association Modification Committee, as appropriate.

3.7.7 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.

3.7.8 Golf Course and Lakefront Homesites: Fencing, if desired, along the rear yard lot line of homes backing up to the Golf Course and Lakes (Lots 1-17 and 20-26, Block 6, SPRING HILL AT FOREST RIDGE) 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 and Golf Course from adjacent lots will be taken into consideration on approving the fencing layout on Lakefront homes. However, 360 degree views will not be guaranteed.

3.7.9 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 Subsection 3.6 of this Section III.

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

3.9 Existing Dwellings

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

3.10 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 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.

3.11 Vehicle Storage and Parking

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

3.12 Driveway and Walks

All driveways and walks between the street and garage shall be constructed of concrete or masonry. River gravel exposed aggregate concrete, patterned and/or stained concrete may be used for private 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.

3.13 Pedestrian Jogging Trails and Parks

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.

3.14 Boundary Fences

Boundary Fences on internal boundaries/property lines should be installed on (but not over) the common property boundary but in any event, must be installed within six (6) inches of the common Property Boundary or as close as site conditions allow. Adjacent properties Owners are granted the right to extend over the common property line to attach their fencing to the existing fencing. The rights granted herein shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

SECTION IV. RESERVATIONS

4.1 Reservation of Mineral Rights

4.1.1 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

4.2.1 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

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

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 "SPRING HILL 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

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

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, 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 ____ day of _____, 2016.

THE ROBSON COMPANIES, INC. ATTEST: (CORPORATE SEAL) an Oklahoma corporation

John J. Robson, President

Davis Robson, 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 ____ day of _____, 2016 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 No. expires

CERTIFICATE OF SURVEY

I, J. Patrick Murphy, of Tulsa Engineering and Planning Associates, Inc., a Professional Land Surveyor licensed 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 "SPRING HILL 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 ____ day of _____, 2016.

J. Patrick Murphy Licensed Professional Land Surveyor Oklahoma No. 1511



State of Oklahoma)) ss. County of Tulsa)

The foregoing Certificate of Survey was acknowledged before me this ____ day of _____, 2016, by J. Patrick Murphy.

Jack Taber, Notary Public My commission no. is 12005192 My commission expires May 31, 2020

APPROVED by the City Council of the City of Broken Arrow, Oklahoma. Mayor Attest: City Clerk

SPRING HILL AT FOREST RIDGE DN16-XXX PT16-XXX Date of Preparation: July 26, 2016 Sheet 3 of 3