



PLC3-241B

Planned Unit Development No. 327

Creekside Villas
at Forest Ridge

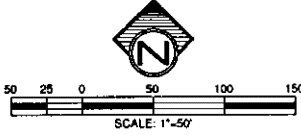
A Subdivision in the City of Broken Arrow, being a part of the NE/4 of the SE/4 of the SW/4 of Section 3, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma

OWNER / DEVELOPER

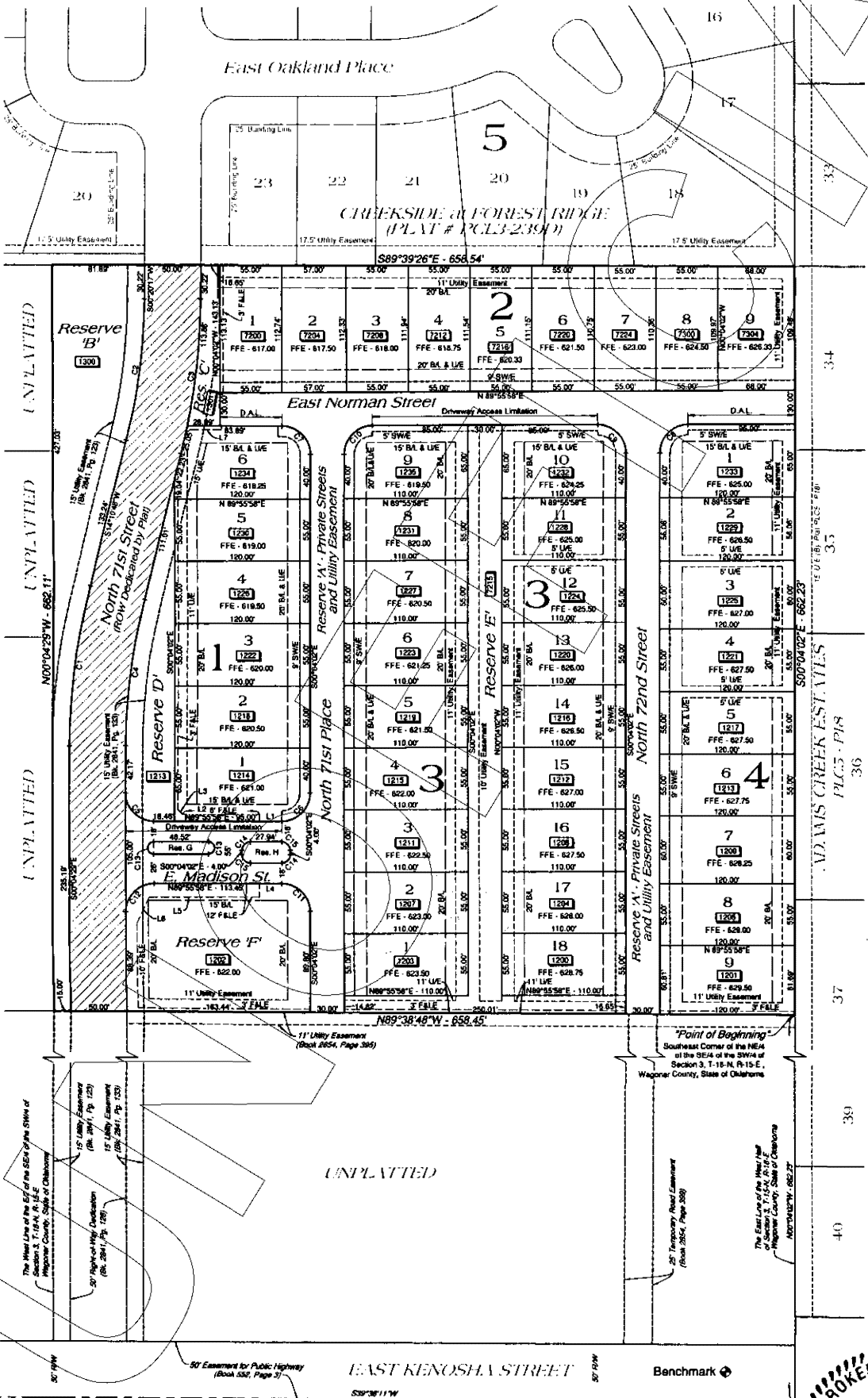
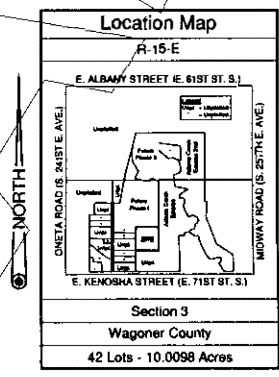
The Robson Companies, Inc.,
an Oklahoma corporation
901 North Forest Ridge Boulevard
Broken Arrow, Oklahoma 74014
918.357.2787

ENGINEER / SURVEYOR

Tulsa Engineering & Planning Associates, Inc.
an Oklahoma corporation
9810 East 42nd Street, Suite 100
Tulsa, Oklahoma 74146
918.252.9621



Doc # 2023-2287 B: 2869 P: 0304
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Lori Hendricks, County Clerk
Wagoner County - State of Oklahoma



Legend

BL	Building Line	DAL	Driveway Access Limitation
Res	Reserve	FALE	Fence and Landscape Easement
UE	Utility Easement	FALE	Fence and Landscape Easement
SWHE	Shoreline Easement	RALE	Right-of-Way Easement

Monument Notes

A 30" x 12" monument set with a yellow plastic cap stamped 'TWP 18 N, R 15 E' to be set at all plat boundary corners, prior to recordation unless noted otherwise.

A 30" x 12" monument set with a yellow plastic cap stamped 'TWP 18 N, R 15 E' to be set at all lot corners other than plat boundaries, unless noted otherwise.

A 30" x 12" monument set with a yellow plastic cap stamped 'TWP 18 N, R 15 E' to be set at all other corners, unless noted otherwise.

Basis of Bearings

The non-surveyed bearings shown herein are based upon the south line of the West Half (W/2) of Section Three (3), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the U.S. Government Survey, as being South 89°39'26" E.

Benchmark

A 100' x 100' x 100' concrete monument set with a yellow plastic cap stamped 'TWP 18 N, R 15 E' to be set at the southeast corner of the NE/4 of the SE/4 of the SW/4 of Section 3, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, as being South 89°39'26" E.

Notes

1. Work to be completed by the City of Broken Arrow.
2. Survey to be completed by the City of Broken Arrow.
3. Access is required and additional methods apply as per PLD 577 with the designated 'Driveway Access' (Book 557, Page 3).

Stormwater Detention

Stormwater detention accommodations for this plat are provided in accordance with the City of Broken Arrow's Stormwater Management Ordinance (Book 557, Page 3). The stormwater detention for this plat will be provided adjacent to the City of Broken Arrow's Stormwater Detention Facility (Book 557, Page 3).

FEMA Note

For the FEMA Flood Zone, this property is located in Unshaded FEMA Flood Zone "X". The FEMA Flood Zone is located at the intersection of the City of Broken Arrow's Stormwater Detention Facility (Book 557, Page 3) and the City of Broken Arrow's Stormwater Detention Facility (Book 557, Page 3).

Lot Addresses [000]

Addresses shown on this plat are accurate at the time this plat was filed. Addresses are subject to change and should never be relied upon for the legal description.

Backflow Preventer Valve Table

All new buildings that are served by a sanitary sewer system shall install a backflow preventer device (backflow preventer) immediately at the point of connection to the sanitary sewer system. The backflow preventer device shall be installed in accordance with the City of Broken Arrow's Sanitary Sewer Ordinance (Book 557, Page 3).

Curve Table

No.	Date	Radius	Length	Chord Bearing	Chord Length
C1	01/15/17	575.00'	143.00'	N 07°09'09" E	142.69'
C2	01/15/17	575.00'	126.63'	N 07°15'32" E	126.52'
C3	01/15/17	575.00'	136.91'	S 07°15'32" W	136.57'
C4	01/15/17	575.00'	130.62'	S 07°09'09" W	130.28'
C5	08/29/20	25.00'	36.27'	S 45°04'16" E	35.35'
C6	08/29/20	25.00'	36.27'	N 44°55'58" E	35.36'
C7	08/29/20	25.00'	36.27'	N 44°55'58" E	35.36'
C8	08/29/20	25.00'	36.27'	S 44°55'58" W	35.36'
C9	08/29/20	25.00'	36.27'	N 45°04'02" W	35.36'
C10	08/29/20	25.00'	36.27'	S 44°55'58" W	35.36'
C11	08/29/20	25.00'	36.27'	N 45°04'02" W	35.36'
C12	08/29/20	25.00'	36.27'	S 44°55'58" W	35.36'
C13	08/29/20	25.00'	36.27'	N 45°04'02" W	35.36'
C14	08/29/20	25.00'	36.27'	S 44°55'58" W	35.36'
C15	08/29/20	25.00'	36.27'	S 44°55'58" E	10.81'

Lot Areas

Lot	Area (S.F.)
1	7,666
2	6,800
3	6,800
4	6,800
5	6,800
6	7,462
7	6,211
8	5,414
9	5,187
10	5,187
11	5,187
12	5,187
13	5,187
14	5,187
15	5,187
16	5,187
17	5,187
18	5,187

Line Table

No.	Bearing	Distance
L1	N 89°58'58" E	50.00'
L2	N 89°58'58" E	50.00'
L3	N 45°04'16" E	5.00'
L4	N 89°58'58" E	50.00'
L5	N 89°58'58" E	50.00'
L6	N 89°58'58" E	50.00'
L7	N 89°58'58" E	27.78'

Addresses for Res. G & H

Reserve	Address
Reserve G	7201 E. Madison St.
Reserve H	7202 E. Madison St.

APPROVED 2-2-2023
By the City Council of the City of Broken Arrow, Oklahoma
Lori Hendricks, County Clerk
Wagoner County - State of Oklahoma

Creekside Villas at Forest Ridge
PLD 0040-2022 Sheet 1 of 3
Date of Preparation: February 16, 2023
G:\21-0807\Final\21-0807 Final Platting

Planned Unit Development No. 327

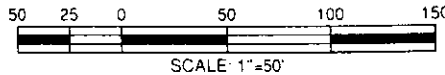
Creekside Villas

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OWNER / DEVELOPER

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03/01/2023 11:55:43 AM Pg: 1 of Pgs: 3
Fee: \$ 77.00
Lori Hendricks, Wagoner County Clerk
Wagoner County - State of Oklahoma



PLC3-241B

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS FOR CREEKSIDE VILLAS AT FOREST RIDGE PUD 327

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 contained within the West-Half (W/2) of Section Three (3), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:

Commencing at the Southeast corner of said West-Half (W/2) of Section Three (3), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the U.S. Government Survey thereof;

Thence North $00^{\circ}04'02''$ West, along the East line of said West-Half (W/2), a distance of 662.23 feet to the "Point of Beginning", said point being the Southeast corner of the Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4);

Thence North $89^{\circ}38'48''$ West, along the South line of said Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4), a distance of 658.45 feet to the Southwest corner thereof;

Thence North $00^{\circ}04'29''$ West, along the West line of said Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4), a distance of 662.11 feet to the Northwest corner thereof;

Thence South $89^{\circ}39'26''$ East, along the North line of the said Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4), a distance of 658.54 feet to the Northeast corner thereof;

Thence South $00^{\circ}04'02''$ East, along the East line of said West-Half (W/2) of Section Three (3), a distance of 662.23 feet to the "Point of Beginning";

Said tract contains 436,028 square feet or 10.0098 acres more or less.

The non-astronomical bearings contained herein are based upon the South line of the West-Half (W/2) of Section Three (3), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the U.S. Government Survey thereof as being South $89^{\circ}38'11''$ West.

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 "CREEKSIDE VILLAS 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 public street 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 Underground Service

- 1.2.1 Overhead lines for the supply of electric, telephone and cable television services shall be located along the east boundary of the property. 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.

1.2.2 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.

1.2.3 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.

1.2.4 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.

1.2.5 The foregoing covenants set forth in this Subsection 1.2 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.

1.3 Water and Sewer Service

1.3.1 The owner of the lot shall be responsible for the protection of the public water and sewer mains located on or in his lot.

1.3.2 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.

1.3.3 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.

1.3.4 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.

1.3.5 The foregoing covenants set forth in this Subsection 1.3 shall be enforceable by the City of Broken Arrow or its successors, and the owner of the lot agrees to be bound thereby.

1.4 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 1.4 shall be enforceable by any affected lot owner or by the Homeowners' Association.

1.5 Paving and Landscaping within Easements

The owner of the lot shall be responsible for 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.

1.6 Private Streets

1.6.1 Reserve "A" as designated on the accompanying plat is herein dedicated as private streets for the common use and benefit of the owners of lots within CREEKSIDE VILLAS AT FOREST RIDGE, their guests and invitees for the purpose of providing access to and from the various lots and for providing decorative fencing and

landscaping, and are reserved for subsequent conveyance to the Forest Ridge Homeowners' Association, Inc., for the benefit of the Homeowners' Association to which CREEKSIDE VILLAS AT FOREST RIDGE is included for the purposes of the administration and maintenance of the streets and other common areas of the subdivision.

1.6.2 The Owner/Developer herein grants to the City of Broken Arrow, Oklahoma, the United States Postal Service and to any public utility providing utility service to the subdivision, the right to enter and traverse the private streets (Reserve "A") and to operate thereon all service, emergency and government vehicles including but not limited to police and fire vehicles and equipment and does further grant to the City of Broken Arrow and to any public utility providing utility service to the subdivision the right to make various underground utility crossings of the private streets (Reserve "A") as reasonably necessary to provide service and upon the installation of any such utility line, cable or facility such grantee shall be deemed to have a definitive perpetual easement covering a strip 5 feet in width extending 2-1/2 feet on each side of the utility line, cable or facility.

1.6.3 The Owner/Developer for itself and its successors herein covenants with the City of Broken Arrow, which covenants shall run with the land and inure to the benefit of the City of Broken Arrow and shall be enforceable by the City of Broken Arrow to:

- 1.6.3.1 Except in areas of the traffic control medians, the Owner/Developer shall construct and maintain an all weather hard surface street of not less than twenty six (26) feet in width constructed to City of Broken Arrow standards and extending the full length of the private streets (Reserve "A") depicted within the accompanying plat.
- 1.6.3.2 Prohibit the erection of any arch or similar structure over any private street as depicted on the accompanying plat which would prohibit any governmental, specifically any fire vehicle from free usage of the private streets (Reserve "A").
- 1.6.4 The City of Broken Arrow shall have no duty to maintain any private streets (Reserve "A") nor have any implied obligation to accept any subsequent tender of dedication of such private streets (Reserve "A").
- 1.6.5 The Owner/Developer or its assigns, hereby reserves the right to maintain, change or otherwise regulate the hours of operation of the privacy gates at the entry into CREEKSIDE VILLAS AT FOREST RIDGE, until such time that the last lot owned within CREEKSIDE VILLAS AT FOREST RIDGE has been purchased and dues paying residents are living in the home constructed upon such lot, at which time, (unless sooner assigned by the Owner/Developer) it will be the Homeowners' Association formed pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge of which CREEKSIDE VILLAS AT FOREST RIDGE is included, (subject to the ultimate authority and determination of the Forest Ridge Homeowners' Association, Inc.) to determine the hours of operation of such gates. This in no way precludes individual lot owners within CREEKSIDE VILLAS AT FOREST RIDGE to provide a limited access code to open the gates for the purpose of showing a listed property for sale, yard maintenance, cleaning services or like service personnel to access the areas behind the gates for restricted purposes during allowed times, subject to the rules and regulations as may be adopted from time to time by the Forest Ridge Homeowners' Association, Inc.
- 1.6.6 The privacy gates shall be licensed and operated in accordance with the City of Broken Arrow's private street entrance requirements. The maintenance of the gates shall be the responsibility of the CREEKSIDE VILLAS Neighborhood Association, as subsidiary of the Forest Ridge Homeowners' Association, Inc.

1.7 Driveway Access Limitation

Vehicular access shall be restricted from all street frontages that have a building setback of less than 20 feet, as designated on the plat by "Driveway Access Limitation" (D.A.L.).

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

- 2.1 The property hereby platted as "CREEKSIDE VILLAS 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, "CREEKSIDE VILLAS 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 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, 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 "CREEKSIDE VILLAS 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.

SECTION III. RESERVE AREAS

3.1 Use of Land

3.1.1 Reserve Area "A"

Reserve Area "A" shall contain, but not be limited to use for private streets, guest parking, access gates, access gate keypads, and associated appurtenances, landscaping, utilities, signage, and open space and is reserved for subsequent conveyance to the Homeowners' Association.

3.1.2 Reserve Areas "B", "C", "D", "E", "G" and "H"

Reserve Areas "B", "C", "D" and "E" shall be used for open space, signage, landscaping, walls, fencing, sidewalks, drainage, recreation, overland drainage, stormwater drainage, utilities, and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association.

3.1.2 Reserve Area "F"

Reserve Area "F" shall be used for open space, clubhouse, swimming pool, parking, signage, landscaping, walls, fencing, sidewalks, drainage, recreation, utilities, and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association.

3.2 All Reserves

- 3.2.1 All costs and expenses associated with all reserves, including maintenance of various improvements and recreational facilities will be the responsibility of the property owner of the reserve.
- 3.2.2 In the event the property owner of the reserve should fail to properly maintain the reserve areas and facilities thereon located as above provided, the City of Broken Arrow, Oklahoma, or its designated contractor, may enter the reserve areas and perform such maintenance, and the cost thereof shall be paid by the property owner of the reserve.
- 3.2.3 In the event the property owner of the reserve fails to pay the cost of said maintenance after completion of the maintenance and receipt of a statement of costs, the City of Broken Arrow, Oklahoma may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against each of the lots within the development, provided however, the lien against each residential lot shall be limited to 1/42 of the costs. This lien may be foreclosed by the City of Broken Arrow, Oklahoma.

SECTION IV. PLANNED UNIT DEVELOPMENT

WHEREAS, "CREEKSIDE VILLAS AT FOREST RIDGE" was submitted as a planned unit development (entitled PUD No. 327) as provided within Section 6.4 of the Zoning Ordinance of the City of Broken Arrow, Oklahoma (Ordinance No. 2931) as amended and existing on April 6, 2021 (hereinafter the "Broken Arrow Zoning Ordinance"), which PUD No. 327 was approved by the City of Broken Arrow City Council, on December 7, 2021; and

WHEREAS, the planned unit development provisions of the Broken Arrow Zoning Ordinance require the establishment of covenants of record, inuring to and enforceable by the City of Broken Arrow, Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development; and

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to ensure adequate restrictions for the mutual benefit of the Owner/Developer, its successors and assigns, and the City of Broken Arrow, Oklahoma;

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, and shall be enforceable as hereinafter set forth:

4.1 General Standards:

The development of "CREEKSIDE VILLAS AT FOREST RIDGE" shall be subject to the Planned Unit Development provisions of the Broken Arrow Zoning Code as such provisions existed on April 6, 2021.

4.2 Development Standards:

4.2.1 PUD 327 will be developed in accordance with the Broken Arrow Zoning Ordinance and the Use and Development Regulations of the RS-3 Residential District except as noted herein.

4.2.2 Permitted Uses: Uses permitted by right in the RS-3 Zoning District.

4.2.3 Minimum Lot Size: 6,000 SF

4.2.4 Minimum Lot Width: 55 feet

4.2.5 Minimum Building Setbacks:

- Front Yard 20 feet
- Front Yard on corner lots with no vehicular access 15 feet*
- Minimum Rear Yard 20 feet
- Side Yard 5 ft./5 ft.

* Setbacks between building lines shall be offset no more than 5 feet.

4.2.6 Maximum Building Height: 35 feet

4.2.7 Other Bulk and Area Requirements: As established in the RS-3 Zoning District

4.3 Landscaping and Open Space:

Landscaping will be provided in a manner that meets or exceeds the requirements of Section 5.2 City of Broken Arrow Zoning Ordinance. In the landscaped areas, at least one medium to large tree shall be installed per 30 linear feet of North 71st Street frontage on each side of North 71st Street. All open space reserve areas shall be owned and maintained by the Homeowners' Association. Any landscape material that fails shall be replaced in accordance with the criteria contained in Section 5.2.B.4.d.ii of the Zoning Ordinance. All required fences shall be constructed in accordance with Section 5.2.E of the Zoning Ordinance, with all poles and bracing located on the interior side of the fence. Fencing plans shall be presented to and approved by the City of Broken Arrow at the same time landscape plans are submitted for review.

4.4 Sidewalks:

The developer shall construct a standard 4' sidewalk on both sides of North 71st Street, with an additional 4' multi-sports trail to be constructed on the west side of North 71st Street, in the adjacent reserve. The standard 4' sidewalks will be constructed of concrete and to ADA specifications. The 4' multi-purpose sports trail will be constructed of a surface to be determined. Construction of the multi-surface sports trail will be constructed within 5 years of the approval date of PUD Minor Amendment 327-A. No sidewalks shall be required along the internal streets inside CREEKSIDE VILLAS AT FOREST RIDGE .

SECTION V. RESTRICTIONS

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

CREEKSIDE VILLAS AT FOREST RIDGE

Date of Preparation: February 16, 2023

Sheet 2 of 3

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5.1 Use of Land:

5.1.1 All lots within CREEKSIDE VILLAS AT FOREST RIDGE shall be known and described as residential lots, and shall be used only for single-family residences.

5.1.2 Reserve Area "A" shall contain, but not be limited to use for private streets, guest parking, access gates, access gate keypads, and associated appurtenances, landscaping, utilities, signage, and open space and is reserved for subsequent conveyance to the Homeowners' Association. The maintenance of Reserve "A" shall be the responsibility of the Homeowners' Association.

5.1.2 Reserves "B", "C", "D", "E", "G" and "H" 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 "B", "C", "D", "E", "G" and "H" shall be the responsibility of the Homeowners' Association.

5.1.3 Reserve Area "F" shall be used for open space, clubhouse, swimming pool, parking, signage, landscaping, walls, fencing, sidewalks, drainage, recreation, utilities, and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association. The maintenance of Reserve "F" shall be the responsibility of the Homeowners' Association.

5.2 Lot Fronting: Each dwelling shall front an interior private street and derive its access solely from an interior private street.

5.3. Minimum Yards, Setbacks and Building Height:

5.3.1 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.

5.3.2 Side Yard. Each lot shall maintain side yards that in the aggregate are not less than 10 feet in width, and no side yard shall be less than 5 feet in width. Each corner lot shall maintain a side yard of no less than 15 feet on the street side of the lot.

5.3.3 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 Creekside Villas Modification Committee, as appropriate.

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

5.3.5 Building Height. No building shall be constructed on any lot that exceeds a height of more than two and one half (2 ½) stories or 35 feet.

5.4 Floor Area of Dwellings:

5.4.1 Living Area. All dwellings shall have a minimum of 1,500 square feet of finished heated living area, and a maximum square footage of 2,500 measured outside masonry. For purposes of the foregoing, basements, attics, and unfinished garage space shall not be counted in this computation.

5.4.2 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.

5.5 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 Creekside Villas Modification Committee, as appropriate, as set forth pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge.

5.6 Drainage, Irrigation & Landscaping:

- 5.6.1 Drainage from each homesite must not be altered to increase the natural flow of water onto or away from any adjacent homesite. Builder is responsible for final grading to create positive drainage on lots. Walls and planters made of brick or stone must be approved and must not interrupt the proper drainage flow.
- 5.6.2 Lawn irrigation systems must be installed. Notify subcontractors that the water pressure will exceed 125 psi. Systems shall include a pressure regulator.
- 5.6.3 A landscape plan showing proposed front yard plantings in an amount not less than \$2,500.00 installed (not including sod cost) (based on average nursery planting prices in 2022 dollars) shall be submitted to the Forest Ridge Homeowners' Association New Construction Committee or Creekside Villas 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 Creekside Villas 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 Creekside Villas Modification Committee to be incompatible with the overall landscape design theme of CREEKSIDE VILLAS AT FOREST RIDGE.

5.6.4 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.

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

5.6.6 Hardscaping walls and planters made of brick or stone must be approved and must not interrupt the proper drainage flow. Hardscaping will not be allowed to interfere with another person's view to the greenbelt or other common areas.

5.7 Building Material Requirements:

5.7.1 Exterior Walls. Exterior veneer of each home will consist of 100% masonry up to the top plate, or as approved by the Forest Ridge Homeowners' 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. All exposed foundations in excess of 12" in height must be masonry veneer or parge coated and painted to match the house or covered with siding to match the house.

5.7.2 Concrete Stem Walls. All concrete stem walls of the dwellings erected on any lot shall be veneered with brick, natural rock, stucco or approved Exterior Insulation Finish System. No exposed foundations will be allowed.

5.7.3 Windows. Windows visible from the street, common areas or adjoining neighbors' view may be white vinyl, painted aluminum, or clad wood windows. Window colors other than white, black, or bronze are not allowed.

- 5.7.4 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.
- 5.7.5 Roofing. The roof of the dwelling erected on any lot shall be 30-Year Warranty Architectural Grade Composition or Fiberglass shingle in "Oxford Gray" or equivalent color.
- 5.7.6 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. Downspouts shall be tight-lined to the street.
- 5.7.7 Traditional Homesites: Fencing in Blocks 1, 2, & 4 may be of approved polyvinyl chloride (PVC) 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. Additional fencing restrictions for traditional homesites are available from the Forest Ridge Homeowners' Association, Inc., entitled "Creekside Villas at Forest Ridge Design Guidelines".
- 5.7.8 Open Space Homesites (Block 3): Fencing in Block 3 shall be black wrought iron not to exceed four (4) feet tall. Additional fencing restrictions for open space homesites are available from the Forest Ridge Homeowners' Association, Inc., entitled "Creekside Villas at Forest Ridge Design Guidelines".
- 5.7.9 Waiver. The Forest Ridge Homeowners' Association New Construction Committee or Creekside Villas 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 5.7 of this Section V.

5.8 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.

5.9 Existing Dwellings:

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

5.10 Television Cable & Satellite Dishes, Antennas:

Underground television cable is provided to the site. All homes should be pre-wired with RG6 (or better) coaxial cable to prevent "ghosting" due to the close proximity to the main 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 Creekside Villas Modification Committee. Satellite dishes shall be positioned to provide low visibility from the street and common areas.

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

5.12 Driveway and Walks:

All driveways and walks between the street and garage shall be constructed of concrete or masonry. Driveways must provide for parking for off-street parking of two automobiles. There will be no parking of any type of motor vehicle on the street or in common parking areas overnight. 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 Creekside Villas Modification Committee, as appropriate, as set forth pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge.

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". 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 CREEKSIDE VILLAS, the Owner/Developer herein establishes and grants a perpetual easement on, over and across those areas depicted on the Plat as "SW/E" for the purposes of permitting pedestrian access within the Subdivision. Sidewalks will be constructed by the developer in reserve areas that are adjacent to a street.

5.13 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.

5.14 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 VI. RESERVATIONS

6.1 Reservation of Mineral Rights:

6.1.1 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.

SECTION VII. **ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY**

7.1 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.

7.2 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 "CREEKSIDE VILLAS 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.

7.3 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.

7.4 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 27 day of February, 2023.

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



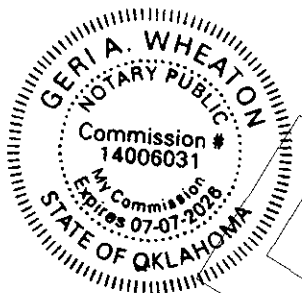
John J. Robson
John J. Robson, President

Davis Robson
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 27 day of February, 2023 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.

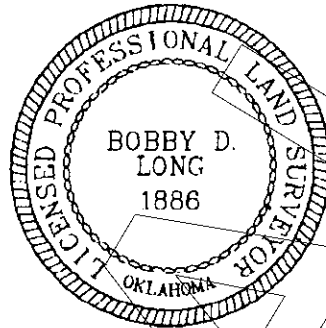


Geri A. Wheaton
Notary Public
My Commission No. 14006031
expires: 7.7.2026

CERTIFICATE OF SURVEY

I, Bobby D. Long, of Tulsa Engineering & 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 "CREEKSIDE VILLAS 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 land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Bobby D. Long
Bobby D. Long
Registered Professional Land Surveyor
Oklahoma No. 1886



STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

The foregoing Certificate of Survey was acknowledged before me this 27th day

Jack Taber
Jack Taber, Notary Public
My commission No. is 12005192
My commission expires May 31, 2024

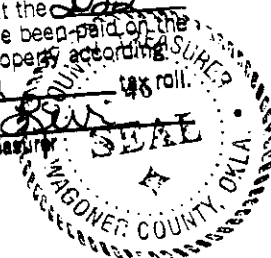


Certified True Copy
LORI HENDRICKS, COUNTY CLERK
Wagoner County, Okla.
By Lori Hendricks
DEPUTY

TREASURER CERTIFICATION
I, hereby certify that the 2022
and back taxes have been paid on the
above described property according
to the 2022 tax roll.
Chasity Davis
Wagoner County Treasurer



CERTIFICATE OF WAGONER COUNTY CLERK
I, Lori Hendricks, the County Clerk of Wagoner
County, here now state the subdivision called
_____, has been filed into Wagoner
County Records.
Lori Hendricks
Lori Hendricks, Wagoner County Clerk



CREEKSIDE VILLAS AT FOREST RIDGE
Date of Preparation: February 16, 2023

Sheet 3 of 3