

Preliminary Plat

# Creekside at Forest Ridge

A Subdivision in the City of Broken Arrow, being a part of the W/2 of Section 3, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma

Curve Table

No. Delta Radius Length Chord Bearing Chord Length

C1	90.00'	25.00'	39.27'	N 44°39'43" W	35.36'
C2	90.00'	50.00'	78.54'	S 44°39'34" E	70.71'
C3	90.00'	50.00'	78.54'	S 45°20'26" W	70.71'
C4	90.00'	25.00'	39.27'	N 45°20'17" E	35.36'
C5	18.54'	400.00'	129.41'	S 09°36'23" W	128.85'
C6	89.05'	25.00'	38.86'	N 25°39'02" W	35.06'
C7	21.68'	200.00'	75.69'	N 81°01'01" W	75.24'
C8	15.00'	230.97'	94.14'	N 81°01'04" W	90.00'
C9	24.37'	200.00'	75.69'	N 81°01'06" E	85.13'
C10	50.85'	25.00'	26.11'	S 05°26'06" E	24.94'
C11	162.38'	50.00'	141.62'	N 46°50'01" E	98.81'
C12	50.85'	25.00'	26.11'	N 82°19'49" W	24.94'
C13	22.54'	200.00'	78.67'	N 78°38'56" E	78.16'
C14	90.00'	150.00'	238.62'	S 06°40'39" W	75.00'
C15	88.22'	200.00'	307.98'	S 44°01'46" W	278.42'
C16	21.79'	250.00'	95.08'	N 80°57'48" W	94.51'
C17	89.75'	25.00'	39.16'	N 65°03'28" E	35.28'
C18	38.76'	300.00'	202.97'	N 00°48'05" E	199.12'
C19	92.85'	25.00'	40.51'	N 65°00'22" W	36.22'
C20	26.11'	350.00'	171.71'	N 82°37'23" E	169.99'
C21	41.41'	25.00'	17.61'	N 82°19'49" W	24.94'
C22	262.82'	50.00'	229.35'	S 01°14'20" E	238.56'
C23	78.06'	25.00'	34.06'	S 21°26'28" W	31.49'
C24	17.52'	50.00'	146.77'	S 55°10'34" W	99.47'
C25	62.16'	25.00'	27.12'	S 71°39'12" W	15.00'
C26	31.55'	202.50'	111.50'	N 87°07'01" W	101.10'
C27	71.28'	275.00'	342.10'	N 35°42'18" W	320.46'
C28	21.74'	500.00'	189.68'	N 10°48'02" E	188.55'
C29	17.88'	300.00'	93.64'	S 12°33'37" W	93.26'
C30	88.40'	25.00'	38.57'	S 40°45'11" E	34.86'
C31	145.08'	50.00'	126.61'	N 12°04'18" E	95.39'
C32	78.06'	25.00'	34.06'	S 21°26'28" W	31.49'
C33	17.52'	50.00'	146.77'	S 55°10'34" W	99.47'
C34	29.84'	240.00'	125.01'	N 14°51'15" E	123.69'
C35	61.76'	25.00'	27.12'	S 71°39'12" W	15.00'
C36	15.47'	50.00'	1.26'	N 49°15'11" E	89.75'
C37	63.42'	25.00'	27.67'	N 81°19'11" W	26.28'
C38	23.58'	240.00'	98.75'	N 78°33'19" E	98.06'
C39	90.00'	25.00'	39.27'	S 45°20'26" W	35.36'
C40	90.00'	25.00'	39.27'	S 44°39'34" W	35.35'
C41	13.21'	350.00'	80.71'	S 06°56'40" W	80.53'
C42	79.18'	25.00'	34.55'	S 44°38'23" W	31.86'
C43	145.32'	25.00'	126.81'	N 20°04'13" W	95.45'
C44	72.77'	25.00'	31.75'	S 16°12'08" E	29.66'
C45	42.26'	350.00'	250.18'	N 00°56'56" W	252.37'
C46	11.87'	350.00'	72.49'	S 16°08'52" E	72.36'
C47	98.85'	25.00'	43.13'	S 39°14'20" E	37.98'
C48	17.60'	25.00'	61.42'	N 82°35'57" W	61.18'
C49	26.58'	250.00'	124.70'	S 08°33'26" E	123.41'
C50	84.76'	240.00'	125.01'	N 14°51'15" E	123.69'
C51	17.52'	50.00'	152.50'	N 08°49'35" W	152.30'
C52	24.31'	25.00'	1.26'	N 49°15'11" E	89.75'
C53	63.42'	25.00'	27.67'	N 81°19'11" W	26.28'
C54	23.58'	240.00'	98.75'	N 78°33'19" E	98.06'
C55	90.00'	25.00'	39.27'	S 45°20'26" W	35.36'
C56	90.00'	25.00'	39.27'	S 44°39'34" W	35.35'
C57	13.21'	350.00'	80.71'	S 06°56'40" W	80.53'
C58	79.18'	25.00'	34.55'	S 44°38'23" W	31.86'
C59	145.32'	25.00'	126.81'	N 20°04'13" W	95.45'
C60	72.77'	25.00'	31.75'	S 16°12'08" E	29.66'
C61	21.53'	350.00'	250.18'	N 00°56'56" W	252.37'
C62	145.98'	152.50'	388.56'	S 35°39'55" W	291.66'
C63	5.20'	225.00'	20.41'	N 88°43'47" W	20.41'
C64	97.62'	25.00'	42.60'	N 17°19'57" E	37.63'
C65	144.99'	50.00'	126.52'	N 08°04'48" E	95.37'
C66	97.62'	25.00'	42.60'	N 64°41'39" W	37.63'
C67	72.77'	25.00'	27.12'	S 03°32'36" W	22.88'
C68	21.74'	450.00'	170.71'	N 10°48'02" E	169.69'
C69	26.58'	350.00'	160.98'	N 08°29'32" W	159.57'
C70	82.34'	25.00'	35.93'	N 36°29'04" E	32.91'
C71	26.58'	200.00'	99.76'	S 88°03'26" W	98.73'
C72	17.60'	250.00'	76.78'	N 02°35'57" W	76.48'
C73	14.49'	25.00'	1.26'	N 49°15'11" E	89.75'
C74	99.35'	15.00'	2.02'	S 03°32'36" W	22.88'
C75	1.04'	200.00'	2.61'	N 45°32'11" E	3.61'
C76	99.38'	15.00'	26.02'	S 04°44'16" W	22.88'
C77	90.00'	25.00'	23.58'	S 44°39'34" E	21.21'
C78	90.00'	15.00'	23.58'	S 45°20'26" W	21.21'
C79	90.00'	15.00'	23.58'	N 44°39'34" W	21.21'
C80	90.00'	15.00'	23.58'	N 45°20'17" E	21.21'
C81	161.87'	12.00'	33.90'	N 49°15'11" E	23.70'
C82	99.15'	15.00'	27.88'	S 00°14'03" E	22.84'
C83	2.02'	240.00'	8.45'	N 48°20'05" E	8.45'
C84	100.99'	15.00'	26.44'	N 82°10'41" W	23.15'
C85	145.32'	12.00'	30.43'	N 20°04'13" E	22.91'
C86	107.46'	10.00'	18.71'	S 73°47'52" W	16.10'
C87	107.23'	10.00'	18.71'	S 73°47'52" W	16.10'
C88	145.08'	12.00'	30.39'	S 12°04'18" E	22.89'
C89	106.87'	15.00'	28.13'	S 03°32'36" E	24.11'
C90	99.35'	15.00'	2.02'	S 03°32'36" E	2.02'
C91	107.50'	15.00'	28.14'	S 41°39'17" W	24.19'
C92	144.99'	12.00'	32.37'	S 41°39'48" E	22.89'
C93	104.19'	15.00'	27.28'	S 83°43'22" W	23.67
C94	6.64'	225.00'	26.08'	N 41°04'46" W	26.07'
C95	104.19'	15.00'	27.28'	N 14°24'33" W	23.67
C96	16.88'	12.00'	35.22'	S 55°10'34" W	23.87
C97	97.46'	15.00'	25.52'	N 07°39'55" E	22.55
C98	1.60'	202.50'	5.66'	S 55°55'45" W	5.66'
C99	95.96'	15.00'	25.12'	S 76°53'36" E	22.29

Line Table

No. Bearing Distance

L1	N 89°39'43" W	31.60'
L2	N 00°20'34" E	53.40'
L3	S 89°39'43" E	31.60'
L4	N 00°20'17" E	54.76'
L5	S 00°04'56" E	28.19'
L6	S 35°03'30" E	49.44'
L7	N	

**CERTIFICATE OF DEDICATION AND  
RESTRICTIVE COVENANTS  
FOR  
CREEKSIDER AT FOREST RIDGE**

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°04'02" West, along the East line of said West-Half (W/2), a distance of 1324.47 feet to the "Point of Beginning", said point being the Northeast corner of the South-Half (S/2) of the Southwest Quarter (SW/4) of said Section Three (3);

Thence North 89°39'26" West, along the North line of said South-Half (S/2), a distance of 1317.08 feet to the Southwest corner of the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4);

Thence North 00°04'56" West, along the West line of said Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4), a distance of 331.00 feet;

Thence South 89°39'44" East a distance of 209.01 feet;

Thence North 00°04'56" West a distance of 331.02 feet to a point on the North line of said Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4);

Thence North 10°27'42" East a distance of 871.10 feet;

Thence North 14°35'51" East a distance of 1164.69 feet to a point on the North line of the Southeast Quarter (SE/4) of the Northwest Quarter (NW/4);

Thence South 89°41'55" East, along said North line, a distance of 654.20 feet to the Northeast corner of said Southeast Quarter (SE/4) of the Northwest Quarter (NW/4);

Thence South 00°04'02" East, along the East line of said West-Half (W/2) of Section Three (3), a distance of 2648.93 feet to the "Point of Beginning";

Said tract contains 2,589.986 square feet or 59.4579 acres more or less.

The non-astronomical bearings contained herein are based upon the South line of said West-Half (W/2) of Section Three (3) as being South 89°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 "CREEKSIDER AT FOREST RIDGE", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma.

**SECTION I. STREETS, EASEMENTS AND UTILITIES**

**1.1 Public Streets and General Utility Easements**

1.1.1 The Owner/Developer does hereby dedicate for the public use the streets as depicted on the accompanying plat, and does further dedicate for the public use the utility easements as depicted on the accompanying plat, for the several purposes of constructing, maintaining, operating, repairing, and/or removing any and all public utilities including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines, and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto with the rights of ingress and egress to and upon the utility easements and rights-of-way for the uses and purposes aforesaid;

PROVIDED, HOWEVER, that the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along the public street and utility easements, shown on the plat for the purpose of furnishing water and sewer services to the area included in the plat.

**1.2 Traffic Control Medians**

1.2.1 The Owner/Developer does hereby dedicate for public use Traffic Control Medians "A", "B", "C", "D", "E", "F" and "G" for the purposes of construction and maintenance of traffic control medians, provided however, the Owner/Developer herein reserves a perpetual easement, to be subsequently conveyed to the Forest Ridge Homeowners' Association Inc., formed or to be formed as set forth within Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge hereof, for the purposes of installation and maintenance of landscaping within Traffic Control Medians "A", "B", "C", "D", "E", "F" and "G". The holder of the reserved easement, the Owner/Developer or the homeowners' association, as the case may be, herein covenants that the holder shall maintain any landscaping or signage located within Traffic Control Medians "A", "B", "C", "D", "E", "F" and "G" and the City of Broken Arrow shall have no liability for any damage to signage or landscaping, including irrigation systems, occasioned by maintenance or reconstruction of the traffic control medians or maintenance or reconstruction of the adjoining public streets.

**1.3 Underground Service**

1.3.1 Overhead lines for the supply of electric, telephone and cable television services shall be located 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.

1.3.2 Underground service cables and gas service lines to all structures which may be located within the subdivision may be run from the nearest gas main, service pedestal, or transformer to the point of usage determined by the location and construction of such structures as may be located upon the lot. Provided that upon the installation of a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and non-exclusive right-of-way easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable or line extending from the gas main, service pedestal, or transformer to the service entrance on the structure.

1.3.3 The suppliers of electric, telephone, cable television, and gas services, through its agents and employees, shall at all times have the right of access to all easement ways shown on the plat or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television, or gas facilities installed by the supplier of the utility service.

1.3.4 The owner of the lot shall be responsible for the protection of the underground service facilities located on the lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television, or gas facilities. Each supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or the owner's agents or contractors.

1.3.5 The foregoing covenants set forth in this Subsection 1.3 shall be enforceable by each supplier of the electric, telephone, cable television, or gas service and the owner of the lot agrees to be bound hereby.

**1.4 Water and Sewer Service**

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

1.4.2 Within the utility easement areas depicted on the accompanying plat, the alteration of ground elevations in excess of 3 feet from the contours existing upon the completion of the installation of a public water main or sewer main, or any construction activity which would interfere with public water and sewer mains, shall be prohibited. Within the depicted utility easement area, if the ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.

1.4.3 The City of Broken Arrow or its successors shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents, or contractors.

1.4.4 The City of Broken Arrow or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all easement-ways shown on the plat, or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing, or replacing any portion of said underground water or sewer facilities.

1.4.5 The foregoing covenants set forth in this Subsection 1.4 shall be enforceable by the City of Broken Arrow or its successors, and the owner of the lot agrees to be bound thereby.

**1.5 Surface Drainage**

Each lot, per the grading plan approved by the City of Broken Arrow, shall receive and drain in an non-obstructive manner, the storm and surface waters from lots and drainage areas of higher elevation, and from public streets and easements. No owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot. The foregoing covenants set forth in this Subsection 1.5 shall be enforceable by any affected lot owner or by the City of Broken Arrow.

**1.6 Paving and Landscaping within Easements**

The owner of the lot shall be responsible for 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.

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

**2.1 The property hereby platted as "CREEKSIDER 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, "CREEKSIDER AT FOREST RIDGE".**

**3.1 Use of Land**

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.

CREEKSIDER AT FOREST RIDGE is platted pursuant to the City of Broken Arrow's P.U.D. 66 - dated August 1, 1988 as amended from time to time.

**SECTION III. RESTRICTIONS**

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

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land, and shall be binding upon the Owner/Developer, its successors and assigns:

**3.1 Use of Land**

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

3.1.2 Reserves "A", "B", "C" and "D" shall be used for open space, landscaping, walls, fencing, drainage, recreation, storm sewer drainage, utilities and ingress and egress and for maintenance purposes and is reserved for subsequent conveyance to the Forest Ridge Homeowners' Association, Inc., formed pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge. The maintenance of Reserves "A" and "B" shall be the responsibility of the Homeowners' Association.

3.2 Lot Fronting. Each dwelling shall front an interior public street and derive its access solely from an interior public street.

**3.3 Minimum Yards, Setbacks and Building Height**

3.3.1 Front and Street Setback. No building shall be erected or maintained nearer to a street than the building setback lines as depicted on the accompanying plat.

3.3.2 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 25 feet on the street side of the lot.

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 Open Space Lots, rear yard plantings in the amount not less than \$800.00 installed (not including sod cost) (based on average nursery planting prices in 2021 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 CREEKSIDER 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 Modifications 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.

**CREEKSIDER AT FOREST RIDGE**

Date of Preparation: March 8, 2021

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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 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.

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 cladded 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 Modifications 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 Modifications Committee, as appropriate.

3.7.7 Traditional Homesites: Fencing 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 Open Space Homesites: Fencing, if desired, along the rear yard lot line of homes backing up to the open space area (Lots 6, 7 and 19-24 and 27-52, Block 1, CREEKSIDER 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 the rear yard lot line. Views to the open space area 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 3.7 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 CREEKSIDER AT FOREST RIDGE (including common areas) except within an enclosed garage on a lot. No vehicle shall be repaired or rebuilt anywhere in CREEKSIDER AT FOREST RIDGE including on any lot or upon the streets of CREEKSIDER AT FOREST RIDGE. No vehicle shall be parked on the streets in CREEKSIDER 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.

### 3.15 Fence and Landscape Easements

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 non-exclusive easement to erect and maintain fencing, walls, landscaping, and/or irrigation along the North property boundary of the subdivision and adjacent to the right-of-way of East Kenosha Street within the Fence and Landscape Easement depicted on the accompanying plat.

## 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.

### 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 \_\_\_\_\_, 2021.

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 \_\_\_\_\_, 2021 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.

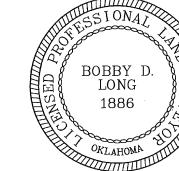
IN WITNESS WHEREOF, I have set my hand and seal, the day and year last written above.

Notary Public  
My Commission No. 14006031  
expires : July 7<sup>th</sup>, 2022

## 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 "TORREY LAKES", a subdivision in the City of Jenks, Tulsa 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  
Registered Professional Land Surveyor  
Oklahoma No. 1886



STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF TULSA )

The foregoing Certificate of Survey was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Bobby D. Long.

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

APPROVED \_\_\_\_\_ by the City Council of the City of Broken Arrow, Oklahoma.

Mayor

Attest: City Clerk

CREEKSIDER AT FOREST RIDGE  
Date of Preparation: March 8, 2021 Sheet 3 of 3

Conceptual Utility Plan

# Creekside

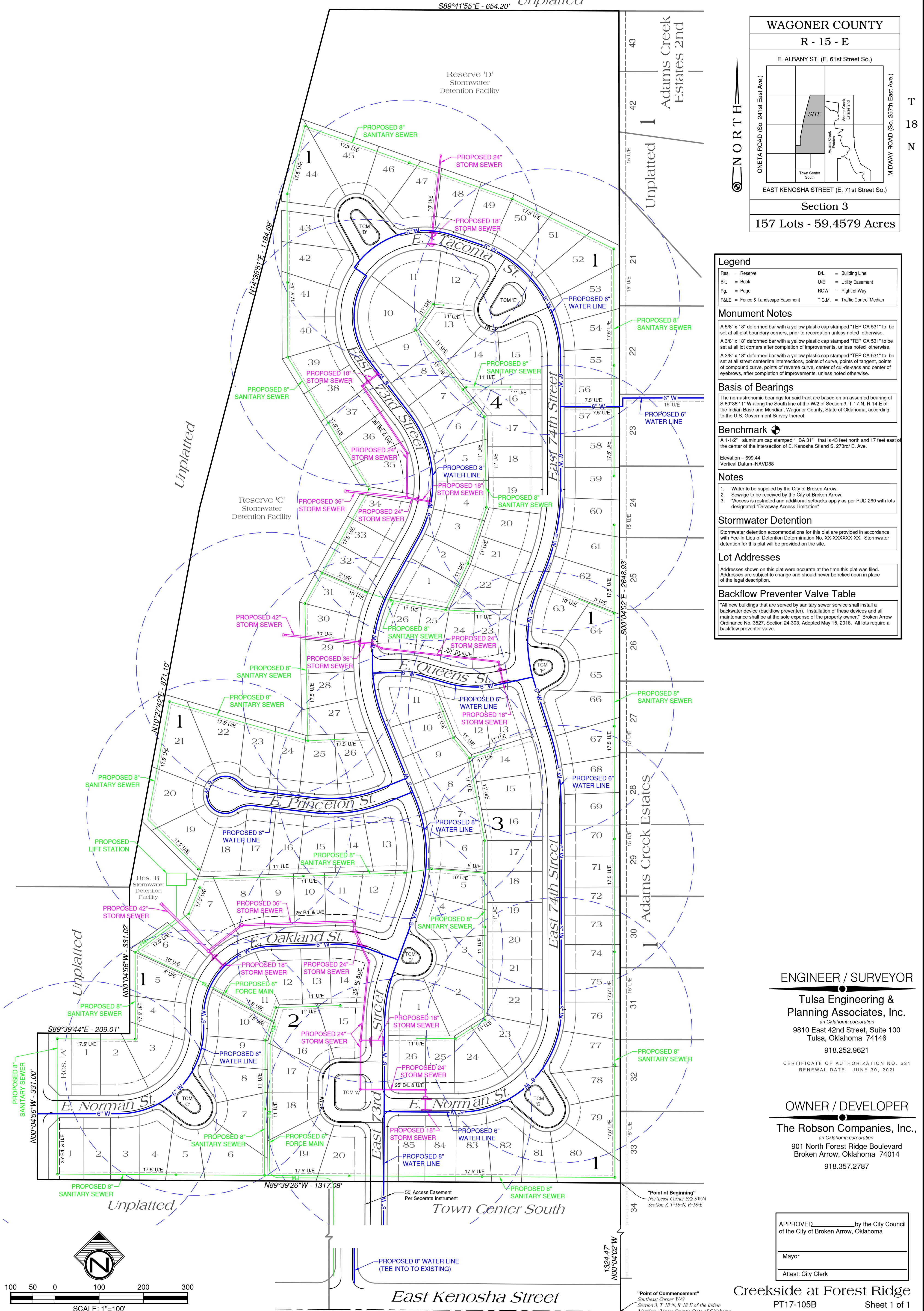
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*at Forest Ridge*

A Subdivision in the City of Broken Arrow, being a part of the W/2 of Section 3, Township 18  
North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma

## *Unplatted*

S89°41'55"E - 654.20



Attest. City Clerk

Date of Preparation: March 8, 2021

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