PLC3-247C

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Lori Hendricks, Wagoner County Clerk
Wagoner County - State of Oklahoma

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, 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, 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 1/5 of the costs. This lien may be foreclosed by the City of Broken Arrow.

SECTION IV. PLANNED UNIT DEVELOPMENT

WHEREAS, "FOREST RIDGE" was submitted as a planned unit development (entitled PUD No. 66) as provided within Section 6.4 of the Zoning Ordinance of the City of Broken Arrow (Ordinance No. 2931) as amended and existing on May 16, 2017 (hereinafter the "Broken Arrow Zoning Ordinance"), which PUD No. 66 was approved by the City of Broken Arrow City Council, on August 1, 1988; 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 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;

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 "ARTESIA ESTATES AT FOREST RIDGE" shall be subject to the Planned Unit Development provisions of the Broken Arrow Zoning Code as such provisions existed on August 1, 1988.

4.2 Development Standards:

4.2.1	Permitted Uses	Single-family detached structures intended for individual lot ownership
4.2.2	Minimum Lot Size	7,000 sq. ft.
4.2.3	Maximum Building Height:	2 and one half stories
4.2.4	Minimum Yard if Abutting a Non-Arterial Street	25 ft.
4.2.5	Minimum Lot Frontage	60 ft.
4.2.6	Minimum Lot Depth	115 ft.
4.2.7	Maximum Building Coverage	60%
4.2.8	Minimum Rear Yard	20 ft.
4.2.9	Minimum Side Yards	5 ft

SECTION V – PRIVATE RESTRICTIONS

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

5.1 Use of Land

5.1.1 All lots within "ARTESIA ESTATES 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.

5.1.2 Reserves "B" shall be used for open space, signage, landscaping, walls, sidewalks, fencing, drainage, recreation, storm sewer drainage and detention facilities, utilities, and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association. The maintenance of Reserves "A", and "B" shall be the responsibility of the property owner.

5.2 Minimum Yards and Setbacks

5.2.1 Front and Street Setback. Front Building Lines shall be no closer than 30' from any street property line except for Lot 1 which can be no closer than 40'. The property lines in ARTESIA ESTATES AT FOREST RIDGE for Lots 2, 3, 4 and 5 start 2' behind face of curb so front yard setbacks can be measured at 32' from street face of curb. The measurement for Lot 1 will be at 42' from street face of curb.

5.2.2 Side Yard setbacks are 10 feet on each side.

5.2.3 Rear Yard Setback is 20 feet.

5.3 Floor Area of Dwellings

5.3.1 Living Area. All dwellings shall have a minimum of 5,000 square feet, measured "over masonry". Additionally, the first story of all two-story dwellings shall have a minimum of 3,000 square feet measured "over masonry".

5.3.2 Computation of Living Area. The computation of living area shall not include any basement, attics or unfinished garage area used for storage. All living area measurements shall be taken horizontally at the top plate level to the face of the outside wall. Required living area must average at least 7 feet 6 inches in height.

5.4 Garage

Must be side loaded or have a porte-cochere. Provide space for the enclosed parking of at least three (3) standard automobiles.

5.5 Landscaping, Irrigation & Fencing

5.5.1 A landscape plan that shows proposed plantings for the front yard in an amount not less than $10,000.00, not including sod cost based on average nursery planting prices in 2023 dollars must be provided to and is subject to the approval of the Forest Ridge Homeowners' Association New Construction Committee. Golf Course or Lakefront homes must have an additional $10,000 in rear yard landscape plantings. No planting shall be allowed which will block any views to the Golf Course, Lake or open areas. Each homesite shall be required to plant Two (2) trees in the front yard with a minimum caliper of 4 inches. Additional trees may be installed provided they have been approved and do not interfere with the views of the greenbelts, lakes or other common areas. No tree location will be approved that interferes with the maintenance of common areas or common area irrigation systems. Front yard transformers and pedestals MUST be landscaped. Underground-service pedestals/transformers located in the front of homes shall have a minimum of three (3) one-gallon "Maiden Grass" shrubs installed around each one. Plantings shall provide ten (10) feet of clearance in front of all electrical transformers. The Forest Ridge Homeowners' Association New Construction 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 to be incompatible with the overall landscape design theme of ARTESIA ESTATES AT FOREST RIDGE. All yards must be 100% sodded.

5.5.2 The use of artificial or manmade plant material is prohibited. The Forest Ridge Homeowners' Association New Construction Committee may permit other types of ornamental landscape design elements upon approval.

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

5.5.4 Builders/Homebuilders desiring lawn irrigation systems should notify their subcontractors that the water pressure in ARTESIA ESTATES AT FOREST RIDGE will exceed 125 psi. Systems should include a brass regulator to prevent future problems.

5.5.5 Fencing.

5.5.5.1 Side and Rear Lot Line Fencing: Fencing along the side and rear of lot line of homes must use 6' Black wrought iron with or without columns.

5.5.5.2 Front Lot Line Fencing: The Front lot lines of the homes must have a two foot masonry wall with four foot iron fence for a total of a 6 foot front fence with columns every 30 feet. This fence must be connected to each homesite's personal gate. Additionally, there must be a column on every lot line.

5.5.5.3 Personal Gates: All homes in Artesia Estates are required to have personal access gates. The face of the gates must be placed within 30 inches of the 30' fence setback and be bordered by 2 additional columns. Gates have a minimum width of 16'

5.5.5.4 Additional Landscape Requirements. Additional landscape restrictions for ARTESIA ESTATES AT FOREST RIDGE are available from the Forest Ridge Homeowners' Association, Inc., entitled "ARTESIA ESTATES at Forest Ridge Design Guidelines".

5.6 Building Material Requirements/Design

5.6.1 Masonry Requirements: Exterior veneer on each side of the home will consist of 100% masonry, excluding porches and patios. Small areas of decorative veneer may be approved on a case by case basis by the New Construction Committee.

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

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

5.6.4 Fireplace Chimney and Flues. Fireplace chimneys located on any perimeter wall shall be masonry or masonry veneer construction. Fireplace chimneys and flue terminations shall be of standard design agreed to and approved by the Forest Ridge Homeowners' Association New Construction Committee.

5.6.5 Roofing Materials: Roofing materials will be Grand Manor Shingles or equivalent. Tile roofs may be allowed based on home design style but must receive written approval by the New Construction Committee.

5.6.6 Patios and Porches. Patios and porches must be of concrete or other approved masonry material and may not extend further than 12 feet into the rear yard without approval from the Forest Ridge Homeowners' Association New Construction Committee. No wood patios or porches will be allowed.

5.6.7 Roof Gutters: Rain gutters and downspouts must be installed and tightlined to the street. No Discharge is allowed on the Golf Course or common areas.

5.6.8 Painting: Certain colors including vivid or bright pastels including, but not limited to, pink, turquoise, orange, lavender and purple will not be allowed. All exterior color selections must receive approval by the Forest Ridge Homeowners' Association New Construction Committee. Roof jacks and other penetrations including water heater and furnace vents will be painted to match the shingle color.

5.6.9 Waiver. The Forest Ridge Homeowners' Association New Construction Committee, as set forth pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge may waive, in the building material requirements set out in Paragraphs 5.6.1 thru 5.6.8 of this Subsection 5.6.

5.7 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.

5.8 Existing Dwellings

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

5.9 Television Cable and Satellite Dishes

All homes must be wired for fiber optic telephone service. 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 proximity to the main antennas. Satellite dishes shall be positioned to provide low visibility from the street and common areas. No external radio, television or other antennas, of any kind or nature (including, but not limited to "satellite dishes") or other devices 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.

5.10 Plumbing

Where possible, fixture vents, hot water tank and furnace vents shall be located on the side or rear of the roof to reduce visibility from the street. Gas meters must be located up by the house and hidden from view. Each home must contain a pressure regulator on the water system as water exceeds 120 psi within Forest Ridge.

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

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

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 Perimeter Fencing

5.14.1 The Owner/Developer herein establishes and reserves for subsequent conveyance to the Forest Ridge Homeowners' Association, Inc., formed pursuant to Section II - Declaration of Covenants, Conditions to erect and maintain fencing, walls, landscaping, and/or irrigation along the boundaries of the subdivision within the reserves depicted on the accompanying plat as Reserves "A" and "B". Maintenance of the fencing walls, landscaping and irrigation will be the responsibility of the Homeowners' Association.

5.14.2 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.

5.15 Sidewalks and Property Boundary Fences

5.15.1 Prior to occupancy of a dwelling on a lot, a sidewalk four (4) 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 "Sidewalk Easement". The owner of the lot shall have the obligation to construct and maintain the required sidewalk. For the common use and benefit of the owners of lots within ARTESIA ESTATES AT FOREST RIDGE, the Owner/Developer herein establishes and grants a perpetual easement on, over and across those areas depicted on the Plat as "Sidewalk Easement" for the purposes of permitting pedestrian access within the Subdivision. Sidewalks will be constructed by the Owner/Developer in reserve areas that are adjacent to a street.

5.15.2 Property Boundary Fences. Property 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.

5.16 Drainage

5.15.1 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. Walls must not interfere with another person's view to the greenbelt, lakes or other common areas.

SECTION VI. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

6.1 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.

6.2 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 "ARTESIA ESTATES 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.

6.3 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.

6.4 Severability

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

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, Wagoner County Clerk

IN WITNESS WHEREOF, THE ROBSON COMPANIES, INC., an Oklahoma corporation, has executed this instrument this 31st day of October, 2023.

THE ROBSON COMPANIES, INC.
an Oklahoma corporation
John J. Robson, President

ATTEST: (CORPORATE SEAL)
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 31st day of October, 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. is 14006031
My commission expires July 7, 2026

CERTIFICATE

I, David W. Murdoch, 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 "ARTESIA ESTATES 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 31ST day of OCTOBER, 2023.

David W. Murdoch
Registered Professional Land Surveyor
Oklahoma No. 1404

State of Oklahoma)
) ss.
County of Wagoner)

The foregoing Certificate of Survey was acknowledged before me this 31st day of October 2023, by David W. Murdoch.

Geri A. Wheaton, Notary Public
My commission no. is 14006031
My commission expires July 7, 2026

TREASURER CERTIFICATION
I, hereby certify that the 2023 and back taxes have been paid on the above described property according to the plats tax roll.
Wagoner County Treasurer

ARTESIA ESTATES AT FOREST RIDGE
Date of Preparation: October 31, 2023
Sheet 3 of 3

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