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

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS FOR

ARTESIA I AT FOREST RIDGE
PUD 66

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 W/2 of the NE/4 and the NW/4 of Section 11, T-18-N, R-15-E 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 northeast corner of the W/2 of the NE/4 of Section 11, T-18-N, R-15-E of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the U.S. Government Survey thereof, said point also being the northeast corner of "Spring Hill at Forest Ridge" an addition to the City of Broken Arrow, Wagoner County, State of Oklahoma, according to the recorded plat thereof, recorded in Book 2436 at Page 539, as filed in the office of the Wagoner County Clerk;

Thence S 00°03'16" W, along the east line of said "Spring Hill at Forest Ridge", and along the east line of said W/2, a distance of 1548.23 feet to the "Point of Beginning";

Thence continuing S 00°03'16" W, along said east line of said W/2, a distance of 293.67 feet;

Thence S 44°59'01" W a distance of 8.61 feet;

Thence S 00°00'59" E a distance of 42.93 feet;

Thence S 45°00'59" E a distance of 8.51 to a point on the east line of said W/2;

Thence S 00°03'16" W, along said east line, a distance of 207.31 feet;

Thence N 89°56'44" W a distance of 40.00 feet;

Thence S 00°03'16" W a distance of 100.00 feet;

Thence N 89°56'44" W a distance of 120.00 feet;

Thence S 83°15'19" W a distance of 226.59 feet;

Thence N 89°56'44" W a distance of 145.00 feet;

Thence N 00°03'16" E a distance of 51.77 feet;

Thence N 89°56'44" W a distance of 30.00 feet;

Thence S 00°03'16" W a distance of 56.10 feet;

Thence N 89°56'44" W a distance of 160.00 feet;

Thence S 36°46'24" W a distance of 151.71 feet;

Thence S 49°46'50" E a distance of 431.04 feet to a point on the south line of said W/2;

Thence N 89°41'09" W, along the south line of said W/2 and the south line of the said NW/4, a distance of 965.12 feet;

Thence N 00°03'40" W a distance of 74.00 feet;

Thence along a non-tangent curve to the left with a central angle of 23°38'57", a radius of 75.00 feet, an arc length of 30.96 feet, a chord bearing of N 78°26'23" E for a chord length of 30.74 feet;

Thence N 66°36'54" E a distance of 23.26 feet;

Thence along a tangent curve to the right with a central angle of 23°41'58", a radius of 75.00 feet, an arc length of 31.02 feet, a chord bearing of N 78°27'53" E for a chord length of 30.80 feet;

Thence S 89°41'09" E a distance of 48.33 feet to a point on the east line of Right of Way Contract, recorded in Book 1619 at Page 194 in the office of the Wagoner County Clerk;

Thence N 00°03'40" W, along said east line, a distance of 595.63 feet;

Thence S 76°51'07" E a distance of 259.01 feet;

Thence N 68°11'35" E a distance of 383.96 feet;

Thence along a tangent curve to the left with a central angle of 40°04'57", a radius of 150.00 feet, an arc length of 104.94 feet, a chord bearing of N 48°09'07" E for a chord length of 102.81 feet;

Thence N 28°06'38" E a distance of 160.04 feet;

Thence S 89°55'09" E a distance of 303.73 feet;

Thence N 54°33'06" E a distance of 167.58 feet;

Thence S 89°56'44" E a distance of 117.24 feet to the "Point of Beginning".

Said tract contains 842,112 square feet or 19.3322 acres.

The non-astronomic bearings for said tract are based on an assumed bearing of S 89°40'26" E along the north line of the NW/4 of Section 11, T-18-N, R-15-E of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the U.S. Government Survey thereof.

AND HEREBY CERTIFIES that it has caused the above described land to be surveyed, staked, platted and subdivided into lots, blocks, streets and reserves, and has designated the same as "ARTESIA I AT FOREST RIDGE", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma.

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 General Utility Easements

The Owner/Developer dedicates for public use the utility easements as depicted on the Plat as "U/E" or "Utility Easement", for the several purposes of constructing, maintaining, operating, repairing, replacing, 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 for the uses and purposes aforesaid, together with the same utility rights and easements within Reserves "A", "B", "C", "D", "E" and "F" as depicted on the Plat, provided however, the Owner/Developer hereby reserves the right to construct and maintain water lines, sanitary sewer and storm sewer lines, together with the right of ingress and egress for such purposes over, across and along all of the utility easements depicted on the Plat, for the purpose of furnishing water and/or sanitary and storm sewer services to other areas within or outside the Plat and the Owner/Developer further reserves the right within the utility easements to construct and maintain screening fences and walls, sidewalks, private streets and drives, parking areas, landscaping, hardscaping, irrigation systems, subdivision signage and entry features and other non-obstructing improvements, provided, however, that any fences or walls proposed to be constructed within public utility easements, are subject to review and acceptance by the City of Broken Arrow.

1.2 Underground Service

1.2.1 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 private streets as depicted on the accompanying plat. Street light poles or standards shall be served by underground cable throughout the subdivision. 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 within the subdivision may be extended from the nearest gas main, service pedestal, or transformer to the point of usage determined by the location and construction of such structure upon the lot, provided upon 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 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 supplier of electric, telephone, cable television, and gas service, through its agents and employees, shall at all times have the right of access to all utility easements 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 owner's 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 these services 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 covenants set forth in this subsection 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 by these covenants.

1.3 Water, Sanitary, and Storm Sewer Service

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

1.3.2 Within the utility easement areas depicted on the accompanying plat, the alteration of ground elevations in the contours existing upon the completion of the installation of a public water main, sanitary sewer main and storm sewer main or any construction activity which would interfere with public water, sanitary, and storm 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, sanitary or storm sewer main, all ground level appurtenances, including but not limited to, valve boxes, fire hydrants, manholes etc., will be adjusted to the new grade by the lot owner or at the lot owner's expense.

1.3.3 Sanitary sewer connections will be in the back of the lot unless otherwise provided for.

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

1.3.5 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, sanitary or storm sewer facilities.

1.3.6 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 Gas Service

1.4.1 The supplier of gas service, through its agents and employees, shall at all times have the right of access to all such easements shown on the plat or as provided for in this Deed of Dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service. THE SUPPLIER OF GAS SERVICE CAN REQUIRE THE LOCATION OF GAS SERVICE STUB-OUTS FROM THE HOME AT THE TIME OF CONSTRUCTION.

1.4.2 The owner of the lot shall be responsible for the protection of the underground gas facilities located in their lot and shall prevent the alteration of grade or any other construction activity which would interfere with the gas service. The supplier of the gas service shall be responsible for the ordinary maintenance of said facilities, but the owner shall pay for damage or relocation of facilities caused or necessitated by acts of the owner of the lot or its agents or contractors.

1.4.3 The foregoing covenants set forth in this Subsection 1.4 shall be enforceable by the supplier of the gas service and the owner of the lot agrees to be bound hereby.

1.5 Surface Drainage

Each lot, per the approved grading plan, 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 and private streets and easements. No lot 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 their lot. The foregoing covenants set forth in this Subsection 1.5 shall be enforceable by any affected lot owner or by the Homeowners' Association.

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, communication, 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.

1.7 Overland Drainage Easement

1.7.1 Drainage facilities constructed in overland drainage easements shall be in accordance with the adopted standards of the City of Broken Arrow and plans and specifications approved by the Stormwater Manager of the City of Broken Arrow.

1.7.2 No fence, wall, building, or other obstruction may be placed or maintained in the overland drainage easement areas, nor shall there be any alteration of the grades or contours in the easement areas unless approved by the Stormwater Manager of the City of Broken Arrow, provided, however, that the planting of turf or single trunk trees having a caliper of not less than two and one-half (2 ½) inches shall not require approval.

1.7.3 The overland drainage easement areas and facilities located therein shall be maintained by the owner of the lot upon which the overland drainage easement is located at the lot owner's cost in accordance with the standards prescribed by the City of Broken Arrow. In the event the owner of the lot over which an overland drainage easement is located should fail to properly maintain the easement area and facilities located thereon or, in the event of the placement of an obstruction within the easement area, or the alteration of the grade or contour therein, the Homeowners' Association to be formed pursuant to Section II (hereinafter the "Homeowners' Association") or the Forest Ridge Homeowners' Association, Inc., or the City of Broken Arrow, may enter the easement area and perform maintenance necessary to the achievement of the intended drainage functions and may remove any obstruction or correct any alteration of grade or contour, and the cost thereof shall be paid by the owner of the lot. In the event the owner of the lot fails to pay the cost of maintenance after completion of the maintenance and receipt of a statement of costs, the Forest Ridge Homeowners' Association, Inc., or the City of Broken Arrow, whichever has completed the maintenance, may file of record a copy of the statement of costs and thereafter the costs shall be a lien against the lot of the owner. A lien established as above provided may be judicially foreclosed.

1.8 Golf Course Easement

Except as may be limited herein with respect to golf carts or otherwise, there are hereby created non-exclusive easements over and upon portions of ARTESIA I AT FOREST RIDGE, which easements are appurtenant to the area of the Golf Course, as described on Exhibit "C" (as amended from time to time) of the Forest Ridge Covenants, Conditions and Restrictions (as amended from time to time) and which shall inure to the benefit of the owner of the Golf Course property, its employees, agents, and contractors, and any individuals permitted to use the Golf Course. Such non-exclusive easements shall allow such individuals to go upon or over any area of ARTESIA I AT FOREST RIDGE contiguous to the Golf Course during and in the course of play on, or other permitted use of the Golf Course. The foregoing shall include the flight path of golf balls and the retrieval thereof. Such individuals are not permitted to drive golf carts onto individual lots but shall be permitted to traverse designated areas of ARTESIA I AT FOREST RIDGE with golf carts. Such individuals shall also be allowed to use such easements for the purpose of construction, maintenance, and repair of the Golf Course and related improvements; provided, however, that no permanent improvements to or alterations of ARTESIA I AT FOREST RIDGE or portions thereof, subject to said easements shall be made or allowed other than: (a) the establishment and maintenance of "out-of-bounds" markers or signs consistent with those utilized elsewhere in connection with the Golf Course; and (b) underground water, structures or utility lines for use in connection with the Golf Course. During professional golf tournament play, special events, or other items designated by the owner of the Golf Course or its representatives, temporary cables, including television and radio transmission cables and electrical service lines, and other temporary facilities or structures may be permitted on ARTESIA I AT FOREST RIDGE in designated areas to facilitate the conduct of such events, or to accommodate galleries; provided, however, that any damage to any portion of ARTESIA I AT FOREST RIDGE or any lot therein resulting from the use of the easement granted hereby shall be repaired promptly by the owner of the Golf Course at its expense but, the general maintenance of any lot affected by the easements herein above granted for Golf Course purposes shall be the responsibility and expense of the lot owner thereof; provided further, however, each owner of a lot adjacent to the Golf Course shall be required to maintain specific insurance covering property damage or personal injury to themselves or others occasioned by individuals using the Golf Course, and such owners shall look exclusively to such insurance to compensate them or others for any such property damage or personal injury. No vegetation, fence screen or other improvement shall be placed, maintained, or constructed in the aforementioned easements by any owner which shall interfere with the use of the easements granted hereby. In addition, due to the unique interrelationship between the Golf Course and lots contiguous thereto, there are strict limitations contained herein upon the use of such lots. Any owner, by accepting title to such a lot contiguous to the Golf Course, shall be subject to all such limitations. Nothing contained herein shall be construed in any manner to give any resident of or owner of property within ARTESIA I AT FOREST RIDGE any rights to go upon or use any portion of the Golf Course, except as may be permitted by the owner of the Golf Course or its agent.

1.9 Easements to Golf Course over Reserves "A", "D", and "E"

There are hereby created non-exclusive easements over and upon Reserves "A", "D", and "E" which easements are appurtenant to the area of the Golf Course, as described on Exhibit "C" (as amended from time to time) of the Forest Ridge Covenants, Conditions and Restrictions (as amended from time to time) and which shall inure to the benefit of the owner of the Golf Course property, its employees, agents, and contractors, and any individuals permitted to use the Golf Course. Such non-exclusive easements shall allow such individuals to go upon or over any area of Reserves "A", "D", and "E". Such individuals shall also be allowed to use such easements for the purpose of construction, maintenance, repair of the Golf Course, and related improvements and activities.

These easements, for the benefit of the Golf Course and the owner of the Golf Course property, specifically:

1.9.1 Contain the right of ingress and egress to and from Reserves "A", "D", and "E" to the Golf Course and for the purpose of constructing, maintaining, operating and replacing utilities and services of any kind upon, for, across, or relating to the Golf Course as hereinafter more particularly set forth; and

1.9.2 Reserves "A", "B", "C", "D", "E" and "F" are for use of utility companies and services of any kind, whatsoever, (public or private) including but not limited to electric, gas, sanitary and storm sewer, water, telephone, cable (television or otherwise), security, monitoring, PA system, irrigation, and well lines; and

1.9.3 Reserves "A", "B", "C", "D", "E" and "F" shall contain the right to install structures for ingress and egress, directly or indirectly, to and from the Golf Course by way of path, underground tunnel, or overhead passway, at grade level or otherwise.

1.10 Private Streets

1.10.1 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 ARTESIA I 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 Neighborhood Association to which ARTESIA I AT FOREST RIDGE is included for the purposes of the administration and maintenance of the streets and other common areas of the subdivision.

1.10.2 The Owner/Developer herein grants to the City of Broken Arrow, 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.

1.10.3 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:

1.10.3.1 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.

1.10.3.2 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").

1.10.4 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").

1.10.5 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 ARTESIA I AT FOREST RIDGE, until such time that the last lot owned within ARTESIA I 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 of which ARTESIA I 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 ARTESIA I 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.

1.10.6 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 ARTESIA I AT FOREST RIDGE Neighborhood Association, as subsidiary of the Forest Ridge Homeowners' Association, Inc.

1.11 Restrictive Covenants

Additional covenants and restrictions for ARTESIA I AT FOREST RIDGE are available from the Forest Ridge Homeowners' Association, Inc., entitled "ARTESIA I at Forest Ridge Design Guidelines".

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

The property hereby platted as "ARTESIA I 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, "ARTESIA I AT FOREST RIDGE".

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.

This Certificate of Dedication and Restrictive Covenants for "ARTESIA I 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. ARTESIA I 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. 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" and "D"

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

3.1.3 Reserve Areas "C", "E" and "F"

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