Doc # 2023-2287 B: 2869 P: 8305
03/01/2023 11:55:43 AM Pg: 2 of Pgs: 3
Fee: $ 77.00
Lori Hendricks, Wagoner County Clerk
Wagoner County - State of Oklahoma

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°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°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°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°39'26" East, along the North line or 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°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°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 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 1.4 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: