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

PLC3-241B

5.1 Use of Land:

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

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

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

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

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

5.3. Minimum Yards, Setbacks and Building Height:

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

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

5.3.3 Rear Yard. Each lot shall maintain a rear yard of at least 20 feet; provided, however, that customary accessory structures may not be located in the required rear yard except as approved by the Forest Ridge Homeowners' Association New Construction Committee or Creekside Villas Modification Committee, as appropriate.

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

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

5.4 Floor Area of Dwellings:

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

5.4.2 Computation of Living Area. The computation of living area shall not include any basement or attic area used for storage. All living area measurements shall be taken horizontally at the top plate level to the face of the outside wall. Required living area must average at least 7 feet 6 inches in height, except that in the computation of second or upper story living area, the height shall be 7 feet 6 inches or at least one-half of the required living area, and any area of less than 5 feet in height shall be excluded.

5.5 Garage:

Each dwelling shall have a garage for at least two automobiles. Garages may be attached or detached, subject to the approval of the Forest Ridge Homeowners' Association New Construction Committee or Creekside Villas Modification Committee, as appropriate, as set forth pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge.

5.6 Drainage, Irrigation & Landscaping:

5.6.1 Drainage from each homesite must not be altered to increase the natural flow of water onto or away from any adjacent homesite. Builder is responsible for final grading to create positive drainage on lots. Walls and planters made of brick or stone must be approved and must not interrupt the proper drainage flow.

5.6.2 Lawn irrigation systems must be installed. Notify subcontractors that the water pressure will exceed 125 psi. Systems shall include a pressure regulator.

5.6.3 A landscape plan showing proposed front yard plantings in an amount not less than $2,500.00 installed (not including sod cost) (based on average nursery planting prices in 2022 dollars) shall be submitted to the Forest Ridge Homeowners' Association New Construction Committee or Creekside Villas Modification Committee for approval and shall be installed prior to final occupancy of the home. No planting shall be allowed which will block any views to the open areas. Plantings around surface mounted transformers shall provide ten (10) feet clearance in front of all electrical transformers. The Forest Ridge Homeowners' Association New Construction Committee or Creekside Villas Modification Committee reserves the authority to review, approve, modify or reject the type of landscaping or landscape design elements which may be placed in the public view by any lot owner and determined in the discretion of the Forest Ridge Homeowners' Association New Construction Committee or Creekside Villas Modification Committee to be incompatible with the overall landscape design theme of CREEKSIDE VILLAS AT FOREST RIDGE.

5.6.4 The use of artificial or manmade plant material is prohibited. Ornamental landscape design elements located within the public view are prohibited other than one ornamental bench located upon the lot by the front porch and seasonal and holiday decorations timely and seasonally displayed. The Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee may permit other types of ornamental landscape design elements upon approval.

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

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

5.7 Building Material Requirements:

5.7.1 Exterior Walls. Exterior veneer of each home will consist of 100% masonry up to the top plate, or as approved by the Forest Ridge Homeowners' New Home Construction Committee, with masonry to the bottom of the first story windows, or thirty inches above finished floor, on all three remaining sides. Masonry veneer to include approved brick, rock or stone. The balance of the siding used must be consistent on all remaining sides. All exposed foundations in excess of 12" in height must be masonry veneer or parge coated and painted to match the house or covered with siding to match the house.

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

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

5.7.4 Fireplace Chimneys and Flues. Fireplace Chimneys located on any perimeter wall of the dwelling shall be of masonry or masonry veneer construction. A chimney located on any perimeter wall of the dwelling that penetrates the roof must be masonry below the roof but may be "Masonite"®, or other approved material, above the roof. Fireplace chimneys and flue terminations shall be of standard design agreed to and approved by the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee, as appropriate. No exposed non-painted spark arrestors will be permitted.

5.7.5 Roofing. The roof of the dwelling erected on any lot shall be 30-Year Warranty Architectural Grade Composition or Fiberglass shingle in "Oxford Gray" or equivalent color.

5.7.6 Gutters and Downspouts. Rain gutters and downspouts shall be provided around entire house, or as agreed to and approved by the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee, as appropriate. Downspouts shall be tight-lined to the street.

5.7.7 Traditional Homesites: Fencing in Blocks 1, 2, & 4 may be of approved polyvinyl chloride (PVC) not exceeding six (6) feet in height as measured from the bottom of the pickets at grade to the top of the pickets or wall. Fencing layout must preserve views to open areas. Additional fencing restrictions for traditional homesites are available from the Forest Ridge Homeowners' Association, Inc., entitled "Creekside Villas at Forest Ridge Design Guidelines".

5.7.8 Open Space Homesites (Block 3): Fencing in Block 3 shall be black wrought iron not to exceed four (4) feet tall. Additional fencing restrictions for open space homesites are available from the Forest Ridge Homeowners' Association, Inc., entitled "Creekside Villas at Forest Ridge Design Guidelines".

5.7.9 Waiver. The Forest Ridge Homeowners' Association New Construction Committee or Creekside Villas Modification Committee, as appropriate, as set forth pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge may waive, in the particular instance, the building material requirements set out in Subsection 5.7 of this Section V.

5.8 Commercial Structures:

No building or structure shall be placed, erected, or used for business, professional, trade or commercial purposes on any portion of any lot, except as set forth in Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge.

5.9 Existing Dwellings:

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

5.10 Television Cable & Satellite Dishes, Antennas:

Underground television cable is provided to the site. All homes should be pre-wired with RG6 (or better) coaxial cable to prevent "ghosting" due to the close proximity to the main antennas. No external radio, television or other antennas, of any kind or nature (including, but not limited to "satellite dishes") or other device for the reception or transmission of radio, microwave or other similar signals, shall be placed, or maintained upon unenclosed portions of any lot except satellite dishes 20 inches in diameter or less as approved by the Forest Ridge Homeowners' Association New Construction Committee or Creekside Villas Modification Committee. Satellite dishes shall be positioned to provide low visibility from the street and common areas.

5.11 Vehicle Storage and Parking:

No inoperative vehicle shall be stored on any lot except within an enclosed garage. No boats, trailers, buses, motor homes, campers, or other similar type vehicles shall be parked or stored in or upon any part of CREEKSIDE VILLAS AT FOREST RIDGE (including common areas) except within an enclosed garage on a lot. No vehicle shall be repaired or rebuilt anywhere in CREEKSIDE VILLAS AT FOREST RIDGE including on any lot or upon the streets of CREEKSIDE VILLAS AT FOREST RIDGE. No vehicle shall be parked on the streets in CREEKSIDE VILLAS AT FOREST RIDGE on a regular basis or for more than a twenty-four (24) hour period except in such parking areas as may be designated by the Forest Ridge Homeowners' Association, Inc. The Forest Ridge Homeowners' Association, Inc., may remove, or cause to be removed, any unauthorized vehicle or other item prohibited hereby at the expense of the owner thereof in any manner consistent with law.

5.12 Driveway and Walks:

All driveways and walks between the street and garage shall be constructed of concrete or masonry. Driveways must provide for parking for off-street parking of two automobiles. There will be no parking of any type of motor vehicle on the street or in common parking areas overnight. River gravel exposed aggregate concrete, patterned and/or stained concrete may be used for private walks when compatible with the design of the residence, subject to the approval of the Forest Ridge Homeowners' Association New Construction Committee or Creekside Villas Modification Committee, as appropriate, as set forth pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge.

Prior to occupancy of a dwelling on a Lot, a sidewalk four feet in width shall be constructed within and extend the length of the sidewalk easement (excepting points of driveway access) located within the Lot and depicted on the Plat as "SW/E". The owner of the Lot shall have the obligation to construct and maintain the required sidewalk. For the common use and benefit of the owners of Lots within CREEKSIDE VILLAS, the Owner/Developer herein establishes and grants a perpetual easement on, over and across those areas depicted on the Plat as "SW/E" for the purposes of permitting pedestrian access within the Subdivision. Sidewalks will be constructed by the developer in reserve areas that are adjacent to a street.

5.13 Pedestrian Jogging Trails and Parks:

For the common use and benefit of the Forest Ridge Homeowners' Association, Inc., the Owner/Developer may develop certain pedestrian jogging trails and parks for subsequent conveyance to the Forest Ridge Homeowners' Association, Inc. All motorized recreational vehicles are strictly prohibited upon the trails and within the parks. The maintenance of fencing, bridges, trails, landscaping, or other improvements erected along the trails or within any park, by the Owner/Developer incidental to the development of the subdivision or erected by the Forest Ridge Homeowners' Association, Inc., shall be the obligation of the Forest Ridge Homeowners' Association, Inc.

5.14 Boundary Fences:

Boundary Fences on internal boundaries/property lines should be installed on (but not over) the common property boundary but in any event, must be installed within six (6) inches of the common Property Boundary or as close as site conditions allow. Adjacent properties owners are granted the right to extend over the common property line to attach their fencing to the existing fencing. The rights granted herein shall be appurtenant to the land and shall pass to such owner's successors-in-title.

SECTION VI. RESERVATIONS

6.1 Reservation of Mineral Rights:

6.1.1 The undersigned, THE ROBSON COMPANIES, INC., hereby reserves unto itself, its successors and assigns, any and all interest in and to oil, gas and other minerals therein and thereunder and all rights, interests and estates and whatsoever nature instant thereto or arising therefrom.

SECTION VII. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

7.1 Enforcement:

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns, and all parties claiming under them, and otherwise, shall be enforceable as set forth in the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated October 26, 1990, and recorded October 26, 1990, in Book 783, Pages 625-686 and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 19, 1991, and recorded on May 16, 1991, in Book 792, Pages 391-418, and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge dated March 31, 1992 and recorded October 7, 1992, and recorded in Book 823, Pages 472-526, and Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded August 31, 1994, in Book 879, Pages 190-210, and Corrected Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded September 14, 1994, in Book 880, Pages 098-119 in the office of the County Clerk of Wagoner County, Oklahoma, including, without limitation, specifically Article XII thereof.

7.2 Duration:

These restrictions shall remain in full force and effect until amended and terminated pursuant to procedures as set forth in the Declaration of Covenants, Conditions and Restrictions of Forest Ridge dated October 25, 1990, and recorded October 25, 1990, in Book 783, Pages 625-686 and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 19, 1991, and recorded on May 16, 1991, in Book 792, Pages 391-418, and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge, dated March 31, 1992 and recorded October 7, 1992, and recorded in Book 823, Pages 472-526, and Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded August 31, 1994, in Book 879, Pages 190-210, and Corrected Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded September 14, 1994, in Book 880, Pages 098-119 in the office of the County Clerk of Wagoner County, Oklahoma. If any of the options, privileges, covenants or rights created by this Certificate of Dedication, Restrictions and Covenants for "CREEKSIDE VILLAS AT FOREST RIDGE" shall be unlawful, void or voidable for violations of the rule against perpetuities then such provision shall continue until twenty-one (21) years after the death of the survivor of the now living descendants of Bruce A. Robson.

7.3 Amendment or Termination:

The covenants contained herein, may be amended or terminated, in whole or in part, in accordance with the guidelines set forth in the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated October 26, 1990, and recorded October 26, 1990, in Book 783, Pages 625-686, and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 19, 1991, and recorded on May 16, 1991, in Book 792, Pages 391-418, and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge, dated March 31, 1992 and recorded October 7, 1992, and recorded in Book 823, Pages 472-526, and Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded August 31, 1994, in Book 879, Pages 190-210, and Corrected Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded September 14, 1994, in Book 880, Pages 098-119 in the office of the County Clerk of Wagoner County, Oklahoma, including without limitation, Article XIII thereof.

7.4 Severability:

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

IN WITNESS WHEREOF, THE ROBSON COMPANIES, INC., an Oklahoma corporation has executed this instrument this 27 day of February, 2023.

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 27 day of February, 2023 personally appeared John J. Robson, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

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

Geri A. Wheaton
Notary Public
My Commission No. 14006031
expires : 7-7-2026

CERTIFICATE OF SURVEY

I, Bobby D. Long, of Tulsa Engineering & Planning Associates, Inc., a professional land surveyor registered in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "CREEKSIDE VILLAS AT FOREST RIDGE", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

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

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

The foregoing Certificate of Survey was acknowledged before me this 27th day of February, 2023, by Bobby D. Long.

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

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

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

F:\Data\LEGAL\Forestrg (all)\21080.00.006 DOD - 5C Creekside Villas.wpd February 16, 2023 (1:48pm)

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