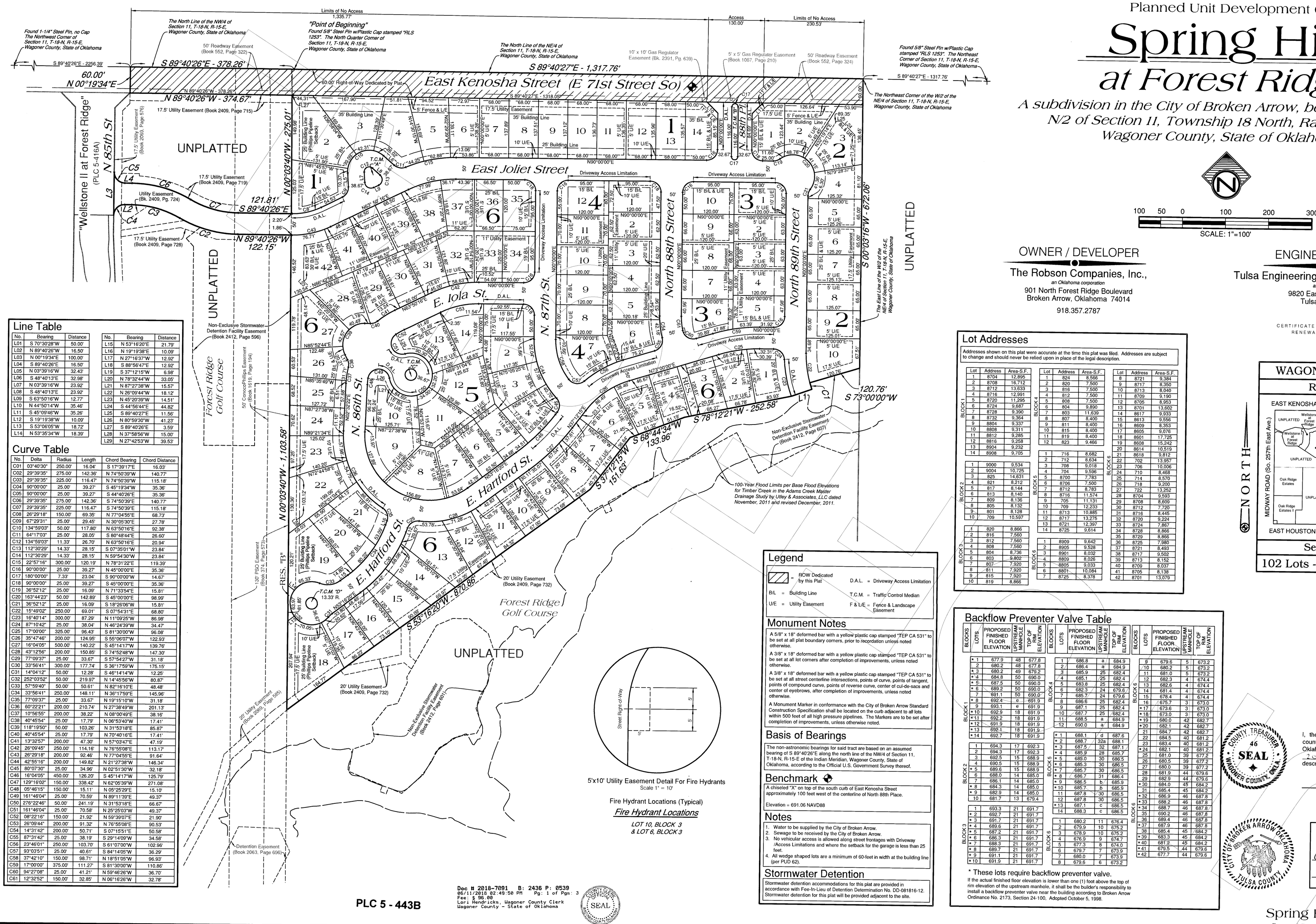
Planned Unit Development 66

Spring Hill at Forest Ridge

A subdivision in the City of Broken Arrow, being a part of the N/2 of Section 11, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma



Line Table

No.	Bearing	Distance
L01	S 70°30'28"W	50.00'
L02	N 89°40'26"W	16.50'
L03	N 00°19'34"E	100.00'
L04	S 89°40'26"E	16.50'
L05	N 03°39'16"W	32.43'
L06	S 48°40'13"E	32.98'
L07	N 03°39'16"W	23.92'
L08	S 48°40'13"E	23.92'
L09	S 63°50'16"W	12.77'
L10	N 44°50'14"W	35.46'
L11	S 45°09'46"W	35.26'
L12	S 19°19'38"W	10.09'
L13	S 53°06'05"W	18.72'
L14	N 53°35'34"W	18.39'
L15	N 53°16'20"E	21.79'
L16	N 19°19'38"E	10.09'
L17	N 27°16'37"W	12.92'
L18	S 88°56'47"E	12.92'
L19	S 37°12'15"W	6.98'
L20	N 78°32'44"W	33.05'
L21	N 87°27'38"W	15.57'
L22	N 26°09'44"W	18.12'
L23	N 45°20'39"W	14.51'
L24	S 44°56'44"E	44.82'
L25	S 89°40'27"E	11.56'
L26	N 80°59'30"W	41.23'
L27	S 89°40'26"E	3.59'
L28	N 37°58'56"W	15.00'
L29	N 27°42'53"W	39.53'

Curve Table

No.	Delta	Radius	Length	Chord Bearing	Chord Distance
C01	03°40'30"	250.00'	16.04'	S 17°39'17"E	16.03'
C02	29°39'35"	275.00'	142.36'	N 74°50'39"W	140.77'
C03	29°39'35"	225.00'	116.47'	N 74°50'39"W	115.18'
C04	90°00'00"	25.00'	39.27'	S 45°19'34"W	35.36'
C05	90°00'00"	25.00'	39.27'	S 44°40'26"E	35.36'
C06	29°39'35"	275.00'	142.36'	S 74°50'39"E	140.77'
C07	29°39'35"	225.00'	116.47'	S 74°50'39"E	115.18'
C08	26°29'18"	150.00'	69.35'	N 77°04'55"E	68.73'
C09	67°29'31"	25.00'	29.45'	N 30°05'30"E	27.78'
C10	134°59'03"	50.00'	117.80'	N 63°50'16"E	92.38'
C11	64°17'03"	25.00'	28.05'	S 80°48'44"E	26.60'
C12	134°59'03"	11.33'	26.70'	N 63°50'16"E	20.94'
C13	112°30'29"	14.33'	28.15'	S 07°35'01"W	23.84'
C14	112°30'29"	14.33'	28.15'	N 59°54'30"W	23.84'
C15	22°57'16"	300.00'	120.19'	N 78°31'22"E	119.39'
C16	90°00'00"	25.00'	39.27'	N 45°00'00"E	35.36'
C17	180°00'00"	7.33'	23.04'	S 90°00'00"W	14.67'
C18	90°00'00"	25.00'	39.27'	S 45°00'00"E	35.36'
C19	36°52'12"	25.00'	16.09'	N 71°33'54"E	15.81'
C20	163°44'23"	50.00'	142.89'	S 45°00'00"E	98.99'
C21	36°52'12"	25.00'	16.09'	S 18°26'06"W	15.81'
C22	15°49'02"	250.00'	69.01'	S 07°54'31"E	68.80'
C23	16°40'14"	300.00'	87.29'	N 11°09'25"W	86.98'
C24	87°10'42"	25.00'	38.04'	N 46°24'39"W	34.47'
C25	17°00'00"	325.00'	96.43'	S 81°30'00"W	96.08'
C26	35°47'46"	200.00'	124.95'	S 55°06'07"W	122.93'
C27	16°04'05"	500.00'	140.22'	S 45°14'17"W	139.76'
C28	43°12'56"	200.00'	150.85'	S 74°52'48"W	147.30'
C29	77°09'37"	25.00'	33.67'	S 57°54'27"W	31.18'
C30	33°56'41"	300.00'	177.74'	S 36°17'59"W	175.15'
C31	14°04'12"	50.00'	12.28'	S 46°14'14"W	12.25'
C32	252°03'52"	50.00'	219.97'	N 14°45'56"W	80.87'
C33	57°59'40"	50.00'	50.61'	N 82°16'10"E	48.48'
C34	33°56'41"	250.00'	148.11'	N 36°17'59"E	145.96'
C35	77°09'37"	25.00'	33.67'	N 19°15'10"W	31.18'
C36	60°22'21"	200.00'	210.74'	N 27°36'49"W	201.13'
C37	10°56'55"	200.00'	38.22'	N 08°00'49"E	38.16'
C38	40°45'54"	25.00'	17.79'	N 06°53'40"W	17.41'
C39	118°19'50"	50.00'	103.26'	N 31°53'18"E	85.87'
C40	40°45'54"	25.00'	17.79'	N 70°40'16"E	17.41'
C41	13°32'57"	200.00'	47.30'	N 57°03'47"E	47.19'
C42	26°09'45"	250.00'	114.16'	N 76°55'08"E	113.17'
C43	26°29'18"	200.00'	92.46'	N 77°04'55"E	91.64'
C44	42°55'16"	200.00'	149.82'	N 21°27'38"W	146.34'
C45	80°07'30"	25.00'	34.96'	N 02°51'30"W	32.18'
C46	16°04'05"	450.00'	126.20'	S 45°14'17"W	125.79'
C47	129°16'02"	150.00'	338.42'	N 62°05'39"W	271.08'
C48	05°46'15"	150.00'	15.11'	N 05°25'29"E	15.10'
C49	161°46'04"	25.00'	70.59'	N 89°11'39"E	49.37'
C50	276°22'46"	50.00'	241.19'	N 31°53'18"E	66.67'
C51	161°46'04"	25.00'	70.58'	N 25°25'03"W	49.37'
C52	08°22'16"	150.00'	21.92'	N 59°39'07"E	21.90'
C53	26°09'44"	200.00'	91.32'	N 76°55'08"E	90.53'
C54	14°31'42"	200.00'	50.71'	S 07°15'51"E	50.58'
C55	87°31'42"	25.00'	38.19'	S 29°14'09"W	34.58'
C56	23°48'11"	550.00'	103.70'	S 61°07'00"W	102.96'
C57	93°03'51"	25.00'	40.61'	S 84°14'05"W	36.29'
C58	37°42'10"	150.00'	98.71'	N 18°51'05"W	96.93'
C59	17°00'00"	375.00'	111.27'	S 81°30'00"W	110.86'
C60	94°27'08"	25.00'	41.21'	N 59°46'26"W	36.70'
C61	12°32'52"	150.00'	32.85'	N 06°16'26"W	32.78'

Legend

ROW Dedicated by this Plat	D.A.L. = Driveway Access Limitation
B/L = Building Line	T.C.M. = Traffic Control Median
U/E = Utility Easement	F & L/E = Fence & Landscape Easement

Monument Notes

A 5/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all plat boundary corners, prior to recordation unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all lot corners after completion of improvements, unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all street centerline intersections, points of curve, points of tangent, points of compound curve, points of reverse curve, center of cul-de-sacs and center of eyebrows, after completion of improvements, unless noted otherwise.

A Monument Marker in conformance with the City of Broken Arrow Standard Construction Specification shall be located on the curb adjacent to all lots within 500 feet of all high pressure pipelines. The Markers are to be set after completion of improvements, unless otherwise noted.

Basis of Bearings

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 Meridian, Wagoner County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

Benchmark

A chiseled "X" on top of the south curb of East Kenosha Street approximately 100 feet west of the centerline of North 88th Place.

Elevation = 691.06 NAVD88

Notes

1. Water to be supplied by the City of Broken Arrow.
2. Sewage to be received by the City of Broken Arrow.
3. No vehicular access is allowed along street frontages with Driveway Access Limitations and where the setback for the garage is less than 25 feet.
4. All wedge shaped lots are a minimum of 60-feet in width at the building line (per PUD 62).

Stormwater Detention

Stormwater detention accommodations for this plat are provided in accordance with Fee-In-Lieu of Detention Determination No. DD-081816-12. Stormwater detention for this plat will be provided adjacent to the site.

Lot Addresses

Addresses shown on this plat were accurate at the time this plat was filed. Addresses are subject to change and should never be relied upon in place of the legal description.

	Lot	Address	Area-S.F.
BLOCK 1	1	8704	12,895
	2	8708	16,712
	3	8712	13,633
	4	8716	12,991
	5	8720	11,295
	6	8724	9,687
	7	8728	9,390
	8	8732	9,364
	9	8804	9,337
	10	8808	9,311
	11	8812	9,285
	12	8816	9,258
	13	8904	9,232
	14	8908	9,705
BLOCK 2	1	9000	9,534
	2	9004	10,725
	3	825	14,631
	4	821	8,212
	5	817	8,144
	6	813	8,140
	7	809	8,136
	8	805	8,132
	9	801	8,128
	10	709	10,597
BLOCK 3	1	820	8,866
	2	816	7,560
	3	812	7,560
	4	808	7,560
	5	804	8,736
	6	803	9,802
	7	807	7,920
	8	811	7,920
	9	815	7,920
	10	819	8,866
BLOCK 4	1	824	8,566
	2	820	7,500
	3	816	7,500
	4	812	7,500
	5	808	7,500
	6	804	9,890
	7	803	11,639
	8	807	8,400
	9	811	8,400
	10	815	8,400
	11	819	8,400
	12	823	9,466
BLOCK 5	1	716	8,682
	2	712	8,634
	3	708	9,018
	4	704	9,596
	5	8700	7,783
	6	8706	7,500
	7	8712	8,783
	8	8716	11,574
	9	705	11,131
	10	709	12,233
	11	8713	10,885
	12	8717	13,275
	13	8721	12,397
	14	8725	9,614
BLOCK 6	1	8909	9,642
	2	8905	9,528
	3	8901	8,032
	4	8809	8,026
	5	8805	9,033
	6	8801	10,084
	7	8725	8,378
BLOCK 6	8	8721	9,384
	9	8717	8,350
	10	8713	8,040
	11	8709	9,190
	12	8705	8,953
	13	8701	13,602
	14	8617	9,933
	15	8613	9,556
	16	8609	8,353
	17	8605	9,078
	18	8501	17,725
	19	8608	15,242
	20	8614	10,519
	21	8618	9,812
	22	702	13,957
	23	706	10,006
	24	710	8,468
	25	714	8,570
	26	718	9,200
	27	722	13,252
	28	8704	9,593
	29	8708	8,609
	30	8712	7,720
	31	8716	8,445
	32	8720	9,224
	33	8724	7,867
	34	8728	8,866
	35	8729	8,866
	36	8725	7,980
	37	8721	8,493
	38	8717	9,502
	39	8713	8,152
	40	8709	8,037
	41	8705	8,138
	42	8701	13,079

Backflow Preventer Valve Table

BLOCKS	LOTS	PROPOSED FINISHED FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION
BLOCK 1	*1	677.9	48	677.8
	2	680.2	48	677.8
	*3	680.2	49	679.2
	*4	684.8	50	690.0
	*5	687.5	50	690.0
	*6	689.2	50	690.0
	7	691.1	50	690.0
	*8	692.4	c	691.9
	*9	693.1	c	691.9
	*10	692.9	18	691.9
	*11	692.2	18	691.9
	*12	691.9	18	691.9
	*13	692.1	18	691.9
	*14	692.7	18	691.9
BLOCK 2	1	694.3	17	692.3
	2	694.3	17	692.3
	3	692.5	15	688.9
	4	690.5	15	688.9
	*5	689.6	15	688.9
	*6	688.0	14	685.0
	7	686.1	14	685.0
	*8	684.3	14	685.0
	*9	682.9	14	685.0
	10	681.7	13	679.4
BLOCK 3	1	693.3	21	691.7
	*2	692.7	21	691.7
	*3	691.7	21	691.7
	*4	689.6	21	691.7
	*5	687.2	21	691.7
	*6	686.3	21	691.7
	*7	688.3	21	691.7
	*8	689.7	21	691.7
	*9	691.1	21	691.7
	*10	691.9	21	691.7
BLOCK 4	*1	688.1	d	687.6
	*2	688.7	32a	688.1
	*3	687.5	32	687.1
	*4	685.9	28	685.7
	*5	685.0	30	686.5
	*6	685.3	30	686.5
	*7	685.7	30	686.5
	*8	686.7	31	686.4
	*9	686.5	b	685.9
	*10	685.7	b	685.9
	11	687.8	30	686.5
	12	687.8	30	686.5
	*13	687.1	c	686.5
	14	688.3	c	686.5
BLOCK 5	1	680.2	11	676.4
	2	679.9	10	675.2
	3	678.9	10	675.2
	4	676.9	9	674.7
	5	677.3	8	674.0
	6	679.7	7	673.9
	7	680.0	7	673.9
	8	679.6	6	673.2
BLOCK 6	9	679.6	5	673.2
	10	680.2	5	673.2
	11	681.0	5	673.2
	12	682.3	4	674.4
	13	682.6	4	674.4
	14	681.4	4	674.4
	15	678.4	4	674.4
	16	675.7	3	673.0
	*17	673.6	3	673.0
	*18	673.0	3	673.0
	*19	680.0	42	682.7
	*20	682.1	42	682.7
	21	684.7	42	682.7
	22	684.5	40	681.2
	23	683.4	40	681.2
	*24	682.1	40	681.2
	25	681.0	39	677.2
	26	680.5	39	677.2
	27	680.0	39	677.2
	28	681.9	44	679.6
	29	682.9	44	679.6
	*30	684.0	45	684.2
	31	685.4	45	684.2
	*32	686.9	46	687.8
	*33	688.2	46	687.8
	*34	688.7	46	687.8
	35	690.2	46	687.8
	*36	689.4	46	687.8
	*37	687.9	46	687.8
	38	685.4	45	684.2
	*39	683.3	45	684.2
	*40	681.2	45	684.2
	*41	679.5	44	679.6
	*42	677.7	44	679.6

* These lots require backflow preventer valve.
If the actual finished floor elevation is lower than one (1) foot above the top of rim elevation of the upstream manhole, it shall be the builder's responsibility to install a backflow preventer valve near the building according to Broken Arrow Ordinance No. 2173, Section 24-100. Adopted October 5, 1998.

OWNER / DEVELOPER
The Robson Companies, Inc.,
an Oklahoma corporation
901 North Forest Ridge Boulevard
Broken Arrow, Oklahoma 74014
918.357.2787

ENGINEER / SURVEYOR
Tulsa Engineering & Planning Associates, Inc.
an Oklahoma corporation
9820 East 41st Street, Suite 102
Tulsa, Oklahoma 74146
918.252.9621
CERTIFICATE OF AUTHORIZATION NO. 531
RENEWAL DATE: JUNE 30, 2019

SCALE: 1"=100'

WAGONER COUNTY
R - 15 - E

Section 11

102 Lots - 31.8252 Acres

COUNTY TREASURER 46 SEAL WAGONER COUNTY, OKLA.

I, the undersigned, the duly qualified and acting county Treasurer, of Wagoner County, Wagoner, Oklahoma, hereby certify that according to the 2017 tax rolls the taxes on the above description are paid.

Dana Patten, County Treasurer

CITY OF BROKEN ARROW OKLAHOMA SEAL TULSA COUNTY

APPROVED 10/3/17 by the City Council of the City of Broken Arrow, Oklahoma

Mayor

Attest: City Clerk

PLC 5 - 443B

Doc # 2018-7091 B: 2436 P: 0539
06/11/2018 02:49:50 PM Pg: 1 of Pgs: 3
Fee: $ 96.00
Lori Hendricks, Wagoner County Clerk
Wagoner County - State of Oklahoma

SURVEYOR SEAL

Spring Hill at Forest Ridge
Date of Preparation: May 19, 2018 PT16-112

G:\16-028\Final\16-028 Final Plat.dwg

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS FOR SPRING HILL 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 located in the N/2 of Section 11, T-18-N, R-15-E of the Indian Meridian, Wagoner County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

Beginning at the North Quarter Corner of Section 11, T-18-N, R-15-E of the Indian Meridian, Wagoner County, State of Oklahoma, according to the Official U.S. Government Survey thereof;

Thence S 89°40'27"E along the north line of the NE/4 of said Section 11 a distance of 1,317.76 feet to the northeast corner of the W/2 of the NE/4 of said Section 11;

Thence S 00°03'16"W along the east line of the W/2 of the NE/4 of said Section 11 a distance of 672.06 feet;

Thence S 73°00'00"W a distance of 120.76 feet to a point of non-tangent curve to the left;

Thence along said non-tangent curve to the left with a central angle of 03°40'30", a radius of 250.00 feet, an arc length of 16.04 feet, a chord bearing of S 17°39'17"E, and a chord length of 16.03 feet;

Thence S 70°30'28"W a distance of 50.00 feet;

Thence S 78°12'21"W a distance of 252.58 feet;

Thence S 68°44'34"W a distance of 133.96 feet;

Thence S 37°12'15"W a distance of 151.63 feet;

Thence S 53°16'20"W a distance of 870.86 feet to a point on the east line of the 130-foot PSO perpetual easement and right-of-way recorded in Book 374, Page 573 in the records of the Wagoner County Clerk's office;

Thence N 00°03'40"W along the east line of said perpetual easement and right-of-way a distance of 1,103.58 feet;

Thence N 89°40'26"W a distance of 122.15 feet to a point of tangent curve to the right;

Thence along said tangent curve to the right with a central angle of 29°39'35", a radius of 275.00 feet, an arc length of 142.36 feet, a chord bearing of N 74°50'39"W, and a chord length of 140.77 feet to a point of reverse curve;

Thence along said tangent curve to the left with a central angle of 29°39'35", a radius of 225.00 feet, an arc length of 116.47 feet, a chord bearing of N 74°50'39"W, and a chord length of 115.18 feet;

Thence N 89°40'26"W a distance of 16.50 feet to a point of tangent curve to the left;

Thence along said tangent curve to the left with a central angle of 90°00'00", a radius of 25.00 feet, an arc length of 39.27 feet, a chord bearing of S 45°19'34"W, and a chord length of 35.36 feet to a point on the easterly line of "Wellstone II at Forest Ridge", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, according to the official recorded plat thereof, as filed in PLC5-416A in the records of the Wagoner County Clerk's office;

Thence N 00°19'34"E along the easterly line of said "Wellstone II at Forest Ridge" a distance of 100.00 feet to a point of non-tangent curve to the left;

Thence along said non-tangent curve to the left with a central angle of 90°00'00", a radius of 25.00 feet, an arc length of 39.27 feet, a chord bearing of S 44°40'26"E, and a chord length of 35.36 feet;

Thence S 89°40'26"E a distance of 16.50 feet to a point of tangent curve to the right;

Thence along said tangent curve to the right with a central angle of 29°39'35", a radius of 275.00 feet, an arc length of 142.36 feet, a chord bearing of S 74°50'39"E, and a chord length of 140.77 feet to a point of reverse curve;

Thence along said tangent curve to the left with a central angle of 29°39'35", a radius of 225.00 feet, an arc length of 116.47 feet, a chord bearing of S 74°50'39"E, and a chord length of 115.18 feet;

Thence S 89°40'26"E a distance of 121.81 feet to a point on the east line of said 130-foot PSO perpetual easement and right-of-way;

Thence N 00°03'40"W along the east line of said 130-foot PSO perpetual easement and right-of-way a distance of 275.01 feet to a point 60.00 feet south of as measured perpendicularly to the north line of the NW/4 of said Section 11;

Thence N 89°40'26"W parallel with and 60.00 feet south of as measured perpendicularly to the north line of the NW/4 of said Section 11 a distance of 374.67 feet to a point on the easterly line of said "Wellstone II at Forest Ridge";

Thence N 00°19'34"E along the easterly line of said "Wellstone II at Forest Ridge" a distance of 60.00 feet to a point on the north line of the NW/4 of said Section 11;

Thence S 89°40'26"E along the north line of the NW/4 of said Section 11 a distance of 378.26 feet to the "Point of Beginning".

Said tract contains 1,386,305 square feet or 31.8252 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 Meridian, Wagoner County, State of Oklahoma, according to the Official 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, and streets, and has designated the same as "SPRING HILL AT FOREST RIDGE", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma.

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 Public Streets and General Utility Easements

1.1.1 The Owner/Developer does hereby dedicate for the public use the streets as depicted on the accompanying plat, and does further dedicate for the public use the utility easements as depicted on the accompanying plat, for the several purposes of constructing, maintaining, operating, repairing, and/or removing any and all public utilities including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines, and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto with the rights of ingress and egress to and upon the utility easements and rights-of-way for the uses and purposes aforesaid; PROVIDED, HOWEVER, that the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along the public street and utility easements, shown on the plat for the purpose of furnishing water and sewer services to the area included in the plat.

1.2 Traffic Control Medians

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

1.3 Underground Service

1.3.1 Overhead lines for the supply of electric, telephone and cable television services shall be located adjacent to East Kenosha Street. Street light poles or standards shall be served by underground cable throughout the subdivision. All supply lines including electric, telephone, cable television and gas lines shall be located underground in the easement ways dedicated for general utility services and in the rights-of-way of the public and private streets as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the easement ways.

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

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

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

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

1.4 Water and Sewer Service

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

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

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

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

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

1.5 Surface Drainage

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

1.6 Paving and Landscaping within Easements

The owner of the lot shall be responsible for repair of damage to the landscaping and paving occasioned by the necessary installation of, or maintenance to, the underground water, sewer, storm water, gas, telephone, data, cable television, or electric facilities within the easements depicted on the accompanying plat, provided however, that the City of Broken Arrow or the supplier of the utility service shall use reasonable care in the performance of such activities.

1.7 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 SPRING HILL 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 SPRING HILL 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 SPRING HILL 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 SPRING HILL 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, 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 SPRING HILL 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 SPRING HILL 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 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 SPRING HILL 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.

1.8 Easements to Golf Course over Reserves "A" and "B"

There are hereby created non-exclusive easements over and upon Reserves "A" and "B" 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" and "B". 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:

1.8.1 Contain the right of ingress and egress to and from Reserves "A" and "B" 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

1.8.2 Are for use of utility companies and services of any kind, whatsoever, (public or private) including but not limited to electric, gas, sewer, water, telephone, cable (television or otherwise), security, monitoring, PA system, irrigation, and well lines; and

1.8.3 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.

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

2.1 The property hereby platted as "SPRING HILL 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, "SPRING HILL 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 "SPRING HILL 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.

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

SECTION III. RESTRICTIONS

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

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

3.1 Use of Land

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

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

3.2 Fronting and Access Limitation. Each dwelling shall front an interior public street and derive its access solely from an interior public street. Within the boundaries of a Lot designated on the Plat as "D.A.L" or "Driveway Access Limitation", vehicular access to the adjoining public street shall be prohibited.

3.3. Minimum Yards, Setbacks and Building Height

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

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Wagoner County - State of Oklahoma

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

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

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

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

3.4 Floor Area of Dwellings

3.4.1 Living Area. All dwellings shall have a minimum of 1,600 square feet of finished heated living area. For purposes of the foregoing, basements, attics, and unfinished garage space shall not be counted in this computation.

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

3.5 Garage

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

3.6 Landscaping

3.6.1 A landscape plan showing proposed front yard plantings in an amount not less than $800.00 installed and, additionally for Golf Course and Lakefront Lots, rear yard plantings in the amount not less than $800.00 installed (not including sod cost) (based on average nursery planting prices in 2018 dollars) shall be submitted to the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee for approval and shall be installed prior to final occupancy of the home. No planting shall be allowed which will block any views to the open areas. Plantings around surface mounted transformers shall provide ten (10) feet clearance in front of all electrical transformers. The Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee reserves the authority to review, approve, modify or reject the type of landscaping or landscape design elements which may be placed in the public view by any lot owner and determined in the discretion of the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee to be incompatible with the overall landscape design theme of SPRING HILL AT FOREST RIDGE.

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

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

3.7 Building Material Requirements

3.7.1 Exterior Walls. Exterior veneer of each home will consist of 100% masonry on the front elevation, or as approved by the Forest Ridge Homeowners' New Home Construction Committee, with masonry to the bottom of the first story windows, or thirty inches above finished floor, on all three remaining sides. Masonry veneer to include approved brick, rock or stone. The balance of the siding used must be consistent on all remaining sides.

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

3.7.3 Windows. Windows visible from the street, common areas or adjoining neighbors' view will be white or off-white. Window units may be vinyl, painted aluminum, or cladded wood windows.

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

3.7.5 Roofing. The roof of the dwelling erected on any lot shall be 30-Year Warranty Architectural grade composition or fiberglass shingle in the "gray" weathered wood color.

3.7.6 Gutters and Downspouts. Rain gutters and downspouts shall be provided around entire house, or as agreed to and approved by the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modifications Committee, as appropriate.

3.7.7 Traditional Homesites: Fencing on lots not adjacent to the Golf Course or Lakes may be of approved polyvinyl chloride (PVC), masonry, black wrought iron or wood material not exceeding six (6) feet in height as measured from the bottom of the pickets at grade to the top of the pickets or wall. Fencing layout must preserve views to open areas.

3.7.8 Golf Course and Lakefront Homesites: Fencing, if desired, along the rear yard lot line of homes backing up to the Golf Course and Lakes (Lots 1-19 and 22-27, and 42 Block 6, SPRING HILL AT FOREST RIDGE) must use black wrought iron not to exceed 5' tall, with or without brick pilasters or columns. Fencing along Side Yards of these homesites may use a combination of black wrought iron and approved PVC, masonry, or wood fencing, not exceeding 6' in height as measured above, with the provision that 6' fencing must begin a gradual step down from 6' tall to meet the wrought iron fencing which will come into the property 12' from the fence at rear Golf Course Property Line. Views to the Lake and Golf Course from adjacent lots will be taken into consideration on approving the fencing layout on Lakefront homes. However, 360 degree views will not be guaranteed.

3.7.9 Waiver. The Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee, as appropriate, as set forth pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge may waive, in the particular instance, the building material requirements set out in Subsection 3.7 of this Section III.

3.8 Commercial Structures

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

3.9 Existing Dwellings

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

3.10 Antennas

No external radio, television or other antennas, of any kind or nature (including, but not limited to "satellite dishes") or other device for the reception or transmission of radio, microwave or other similar signals, shall be placed, or maintained upon unenclosed portions of any lot except satellite dishes 20 inches in diameter or less as approved by the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee.

3.11 Vehicle Storage and Parking

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

3.12 Driveway and Walks

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

3.13 Pedestrian Jogging Trails and Parks

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

3.14 Boundary Fences

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

3.15 Fence and Landscape Easements

The Owner/Developer herein establishes and reserves for subsequent conveyance to the Forest Ridge Homeowners' Association, Inc., formed pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge, a perpetual non-exclusive easement to erect and maintain fencing, walls, landscaping, and/or irrigation along the North property boundary of the subdivision and adjacent to the right-of-way of East Kenosha Street within the Fence and Landscape Easement depicted on the accompanying plat.

SECTION IV. RESERVATIONS

4.1 Reservation of Mineral Rights

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

4.2 Reservation of Water Rights

4.2.1 The undersigned, THE ROBSON COMPANIES, INC., hereby reserves unto itself, its successors and assigns all water and all water rights therein or thereunder, and all rights, interests and estates of whatsoever nature instant thereto or arising therefrom, including the water standing on the land, flowing over or under its surface (whether or not forming a definite stream), water running in a definite stream, formed by nature, over, under the surface and all ground water, and the right to control the damming up or otherwise using the bed of a stream for the collection or storage of water.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

5.1 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.

5.2 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 "SPRING HILL 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.

5.3 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.

5.4 Severability

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

IN WITNESS WHEREOF, THE ROBSON COMPANIES, INC., an Oklahoma corporation has executed this instrument this 23rd day of May, 2018.

THE ROBSON COMPANIES, INC. an Oklahoma corporation — ATTEST: (CORPORATE SEAL).

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 23rd day of May, 2018 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
State of Oklahoma
Commission # 14006031
My Commission Expires Jul 7, 2018

Notary Public
My Commission No. 14006031
expires : July 7th, 2018

CERTIFICATE OF SURVEY

I, J. Patrick Murphy, 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 "SPRING HILL 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 5th day of June, 2018.

J. Patrick Murphy
Licensed Professional Land Surveyor
Oklahoma No. 1511

LICENSED PROFESSIONAL LAND SURVEYOR
J. PATRICK MURPHY
P.L.S. 1511
OKLAHOMA

State of Oklahoma)
) ss.
County of Tulsa)

The foregoing Certificate of Survey was acknowledged before me this 5th day of June, 2018, by J. Patrick Murphy.

JACK TABER
Notary Public in and for
STATE OF OKLAHOMA
Commission #12005192
Expires: May 31, 2020

Jack Taber, Notary Public
My commission No. is 12005192
My commission expires May 31, 2020

CITY OF BROKEN ARROW, OKLAHOMA
TULSA COUNTY

APPROVED 10/3/17 by the City Council of the City of Broken Arrow, Oklahoma

Mayor

Attest: City Clerk

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 — SEAL

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

SPRING HILL AT FOREST RIDGE PT16-112
Date of Preparation: May 19, 2018 Sheet 3 of 3

F:\Data\LEGAL\Forestrg (all)\16028.00.002 DOD-5C Spring Hill.wpd May 23, 2018 (1:24pm)

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Doc # 2018-7091 B: 2436 P: 0541
06/11/2018 02:49:50 PM Pg: 3 of Pgs: 3
Fee: $ 96.00
Lori Hendricks, Wagoner County Clerk
Wagoner County - State of Oklahoma

SEAL