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

PLC3-245B

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS FOR STONE BLUFF I AT FOREST RIDGE

PUD 66

KNOW ALL MEN BY THESE PRESENTS:

THAT THE ROBSON COMPANIES, INC., an Oklahoma corporation, hereinafter referred to as the "Owner/Developer", is the surface owner of the following described real property, situated in the City of Broken Arrow, Wagoner County, State of Oklahoma, to-wit:

A tract of land contained within the NW/4 of Section 11, T-18-N, R-15-E of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:

Beginning at the southwest corner of the NW/4 of Section 11, T-18-N, R-15-E of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the U.S. Government Survey thereof;

Thence N 00°00'33" E, along the west line of said NW/4, a distance of 681.00 feet;

Thence S 89°41'09" E, parallel to the south line of said NW/4, a distance of 50.00 feet;

Thence S 00°00'33" W, parallel to said west line, a distance of 232.00 feet;

Thence S 89°41'09" E a distance of 134.72 feet;

Thence N 66°33'53" E a distance of 54.63 feet;

Thence along a non-tangent curve to the right 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 N 45°18'51" E and a chord length of 35.36 feet;

Thence S 89°41'09" E a distance of 77.54 feet;

Thence along a tangent curve to the right with a central angle of 09°20'29", a radius of 200.00 feet, an arc length of 32.61 feet, a chord bearing of S 85°00'54" E and a chord length of 32.57 feet;

Thence S 00°18'51" W a distance of 274.35 feet;

Thence S 89°41'09" E a distance of 250.00 feet;

Thence N 57°05'39" E a distance of 75.16 feet;

Thence S 85°36'31" E a distance of 60.89 feet;

Thence N 63°47'37" E a distance of 146.83 feet;

Thence S 38°56'44" E a distance of 54.88 feet;

Thence N 38°35'30" E a distance of 62.47 feet;

Thence S 51°24'30" E a distance of 137.08 feet;

Thence N 29°23'31" E a distance of 41.90 feet;

Thence along a tangent curve to the right with a central angle of 138°48'27", a radius of 30.00 feet, an arc length of 72.68 feet, a chord bearing of S 81°12'15" E and a chord length of 56.16 feet;

Thence S 11°48'02" E a distance of 25.17 feet;

Thence N 69°00'00" E a distance of 134.41 feet;

Thence S 21°00'00" E a distance of 26.71 feet;

Thence S 00°18'51" W a distance of 51.73 feet;

Thence S 87°46'07" E a distance of 240.13 feet;

Thence S 00°18'51" W a distance of 126.97 feet;

Thence S 89°41'09" E a distance of 149.73 feet;

Thence N 00°16'41" E a distance of 156.03 feet;

Thence S 89°43'19" E a distance of 189.20 feet;

Thence S 66°35'53" E a distance of 60.67 feet;

Thence S 00°16'41" W a distance of 126.84 feet;

Thence N 80°10'10" E a distance of 84.65 feet;

Thence along a tangent curve to the right with a central angle of 20°21'16", a radius of 250.00 feet, an arc length of 88.81 feet, a chord bearing of S 89°39'12" E and a chord length of 88.35 feet;

Thence S 79°28'34" E a distance of 63.39 feet;

Thence N 00°03'40" W a distance of 153.59 feet;

Thence N 54°38'06" E a distance of 96.23 feet;

Thence N 65°10'43" E a distance of 46.18 feet;

Thence N 73°04'08" E a distance of 68.24 feet;

Thence N 89°56'20" E a distance of 179.22 feet;

Thence S 00°03'40" E a distance of 343.89 feet to a point on the South line of said NW/4;

Thence N 89°41'09" W, along said South line, a distance of 2503.88 feet to the "Point of Beginning".

Said tract contains 683,592 square feet or 15.6931 acres.

The non-astronomic bearings for said tract are based on an assumed bearing of N 00°00'33"E along the West line of the NW/4 of Section 11, T-18-N, R-15-E of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the U.S. Government Survey thereof.

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

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 Public Street and General Utility Easements

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, the Owner/Developer hereby reserves the right to construct and maintain water lines and sewer lines, together with the right of ingress and egress for such purposes over, across and along all of the utility easements depicted on the Plat, for the purpose of furnishing water and/or sewer services to other areas within or outside Plat and the Owner/Developer further reserves the right within the utility easements to construct and maintain screening fences and walls, sidewalks, parking areas, landscaping, hardscaping, irrigation systems, subdivision signage and entry features and other non-obstructing improvements.

1.2 Underground Service

1.2.1 Overhead lines for the supply of electric, telephone and cable television services shall be located adjacent to Midway Road (257th East Avenue). 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 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 Gas Service

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

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

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

1.5 Surface Drainage

Each lot, per the approved grading plan, shall receive and drain in a non-obstructive manner, the storm and surface waters from lots and drainage areas of higher elevation, and from public and private streets and easements. No 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 Homeowners' Association.

1.6 Paving and Landscaping within Easements

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

1.7 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 STONE BLUFF I AT FOREST RIDGE, which easements are appurtenant to the area of the Golf Course, as described on Exhibit "C" (as amended from time to time) of the Forest Ridge Covenants, Conditions and Restrictions (as amended from time to time) and which shall inure to the benefit of the owner of the Golf Course property, its employees, agents, and contractors, and any individuals permitted to use the Golf Course. Such non-exclusive easements shall allow such individuals to go upon or over any area of STONE BLUFF I AT FOREST RIDGE contiguous to the Golf Course during and in the course of play on, or other permitted use of the Golf Course. The foregoing shall include the flight path of golf balls and the retrieval thereof. Such individuals are not permitted to drive golf carts onto individual Lots but shall be permitted to traverse designated areas of STONE BLUFF I AT FOREST RIDGE with golf carts. Such individuals shall also be allowed to use such easements for the purpose of construction, maintenance, and repair of the Golf Course and related improvements; provided, however, that no permanent improvements to or alterations of STONE BLUFF I AT FOREST RIDGE or portions thereof, subject to said easements shall be made or allowed other than: (a) the establishment and maintenance of "out-of-bounds" markers or signs consistent with those utilized elsewhere in connection with the Golf Course; and (b) underground water, 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 STONE BLUFF I AT FOREST RIDGE in designated areas to facilitate the conduct of such events, or to accommodate galleries; provided, however, that any damage to any portion of STONE BLUFF I AT FOREST RIDGE or any Lot therein resulting from the use of the easement granted hereby shall be repaired promptly by the owner of the Golf Course at its expense but, the general maintenance of any Lot affected by the easements herein above granted for Golf Course purposes shall be the responsibility and expense of the 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 STONE BLUFF I AT FOREST RIDGE any rights to go upon or use any portion of the Golf Course, except as may be permitted by the owner of the Golf Course or its agent.

1.8 Traffic Control Median

The Owner/Developer does hereby dedicate for public use Traffic Control Medians "A" and "B" 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 landscaping within Traffic Control Medians "A" and "B". 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" and "B" 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.

1.9 Retaining Walls

A retaining wall is a structural wall measuring over 4 feet in height from the top of the leveling course to the top of the wall. Retaining walls will need to be designed by a licensed structural engineer and submitted for review and permitting to the City.

1.10 Overland Drainage Easement

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

1.10.2 Except as provided herein no fence, wall, building, or other obstruction may be placed or maintained in the overland drainage easement areas, nor shall there be any alteration of the grades or contours in the easement areas unless approved by the Stormwater Manager of the City of Broken Arrow, provided, however, that the planting of turf or single trunk trees having a caliper of not less than two and one-half (2 ½) inches shall not require approval. Split rail, wrought iron, or open fencing will be allowed in the Overland Drainage Easement (OD/E). A solid, opaque fence will need to be approved by the City of Broken Arrow Storm Water Manager or designee. Solid opaque fences in an OD/E, between lots, must be raised 6" off the ground to prevent obstruction to the emergency overland relief swale. Fencing in the OD/E must be reviewed and approved by the stormwater manager or floodplain manager.

1.10.3 All costs and expenses associated with the overland drainage easement areas and facilities located therein, including maintenance of various improvements, will be the responsibility 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 , in accordance with the standards prescribed by the City of Broken Arrow. In the event the Association should fail to properly maintain the easement area and facilities located thereon or, in the event of the placement of an obstruction within the easement area, or the alteration of the grade or contour therein, the City of Broken Arrow may enter the easement area and perform maintenance necessary to the achievement of the intended drainage functions and may remove any obstruction or correct any alteration of grade or contour, and the cost thereof shall be paid by the Association. In the event the Association fails to pay the cost of maintenance after completion of the maintenance and receipt of a statement of costs, the City of Broken Arrow may file of record a copy of the statement of costs and thereafter the costs shall be a lien against the Association. A lien established as above provided may be judicially foreclosed.

1.11 Restrictive Covenants

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

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

The property hereby platted as "STONE BLUFF I AT FOREST RIDGE" is subject to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge dated October 26, 1990, and recorded October 26, 1990, in Book 783, Pages 625-686 and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 19, 1991, and recorded on May 16, 1991, in Book 792, Pages 391-418 and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge, dated March 31, 1992 and recorded October 7, 1992, and recorded in Book 823, Pages 472-526, and Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded August 31, 1994, in Book 879, Pages 190-210, and Corrected Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded September 14, 1994, in Book 880, Pages 098-119 in the office of the County Clerk of Wagoner County, Oklahoma, covering among other lands, "STONE BLUFF I AT FOREST RIDGE".

In the event of a conflict between the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated October 26, 1990, and recorded October 26, 1990, in Book 783, Pages 625-686 and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 19, 1991, and recorded on May 16, 1991, in Book 792, Pages 391-418 and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge, dated March 31, 1992 and recorded October 7, 1992, and recorded in Book 823, Pages 472-526, and Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded August 31, 1994, in Book 879, Pages 190-210, and Corrected Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded September 14, 1994, in Book 880, Pages 098-119 in the office of the County Clerk of Wagoner County, Oklahoma, and the conditions, restrictions and covenants imposed hereby, the Declaration of Covenants, Conditions, Restrictions of Forest Ridge shall control.

This Certificate of Dedication and Restrictive Covenants for "STONE BLUFF I AT FOREST RIDGE" is intended to supplement but not supersede or amend the Declaration of Covenants, Conditions and Restrictions of Forest Ridge dated October 26, 1990, and recorded October 26, 1990, in Book 783, Pages 625-686 and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 19, 1991, and recorded on May 16, 1991, in Book 792, Pages 391-418 and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge, dated March 31, 1992 and recorded October 7, 1992, and recorded in Book 823, Pages 472-526, and Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded August 31, 1994, in Book 879, Pages 190-210, and Corrected Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded September 14, 1994, in Book 880, Pages 098-119 in the office of the County Clerk of Wagoner County, Oklahoma.

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

SECTION III. RESERVE AREAS

3.1 Use of Land

3.1.1 Reserve Area "A"

Reserve Area "A" shall be used for open space, signage, landscaping, walls, fencing, sidewalks, recreation, overland drainage, stormwater drainage and detention facilities, 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 1/30 of the costs. This lien may be foreclosed by the City of Broken Arrow, Oklahoma.

SECTION IV. PLANNED UNIT DEVELOPMENT

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

WHEREAS, the planned unit development provisions of the Broken Arrow Zoning Ordinance require the establishment of covenants of record, inuring to and enforceable by the City of Broken Arrow, 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 "STONE BLUFF I AT FOREST RIDGE" shall be subject to the Planned Unit Development provisions of the Broken Arrow Zoning Code as such provisions existed on August 1, 1988.

F:\Data\LEGAL\Forestrg (all)\20078.00.023 Stone Bluff I, DOD - 5C.wpd August 25, 2023 (9:37am)