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Fee: $ 77.00
Lori Hendricks, Wagoner County Clerk
Wagoner County - State of Oklahoma

PLC3-245B

4.2 Development Standards:

4.2.1	Permitted Uses	Single-family detached structures intended for individual lot ownership
4.2.2	Minimum Lot Size	7,000 sq. ft.
4.2.3	Maximum Building Height:	2 and one half stories
4.2.4	Minimum Yard if Abutting a Non-Arterial Street	25 ft.
4.2.5	Minimum Lot Frontage	60 ft. (at the building line)
4.2.6	Minimum Lot Depth	115 ft.
4.2.7	Maximum Building Coverage	60%
4.2.8	Minimum Rear Yard	20 ft.
4.2.9	Minimum Side Yards	5 ft

SECTION V. RESTRICTIONS

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for the orderly development of STONE BLUFF I AT FOREST RIDGE and the continued compatibility of use and improvements within STONE BLUFF I 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:

5.1 Use of Land

5.1.1 All lots within STONE BLUFF I AT FOREST RIDGE, excepting Reserve "A" shall be known and described as residential lots, and shall be used only for single-family residences.

5.1.2 Reserve "A" shall be used for open space, signage, landscaping, walls, sidewalks, fencing, drainage, recreation, storm sewer drainage, utilities, and ingress and egress 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" shall be the responsibility of the Homeowners' Association.

5.2 Minimum Yards, Setbacks and Building Height

5.2.1 Front and Street Setback. No building shall be erected or maintained nearer to a street than the 25 foot building setback lines as depicted on the accompanying plat. The property line is twelve feet behind the face of curb so the home will be a minimum of 37 feet from the face of curb.

5.2.2 Side Yard. Each lot shall maintain side yards which in the aggregate are not less than 15 feet in width, and no side yard shall be less than 5 feet in width.

5.2.3 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 Modifications Committee.

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

5.2.5 Building Height. No building shall be constructed on any lot which exceeds a height of more than two and one half stories.

5.2.6 The building setback requirements listed in this Section 5.2 are private restrictions that are greater than what is required by PUD-66 and therefore are enforceable by the Homeowners' Association.

5.3 Floor Area of Dwellings

5.3.1 Living Area. All single story dwellings shall have a minimum of 3,000 square feet, measured "over masonry" and two and two and one half story dwellings shall have a minimum of 3,500 square feet, measured "over masonry".

5.3.2 Computation of Living Area. The computation of living area shall not include any basement, attics or unfurnished garage 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.

5.4 Garage

Each dwelling shall have a garage for at least three (3) 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 Modifications Committee, as appropriate, as set forth pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge.

5.5 Landscaping & Fencing

5.5.1 A landscape plan showing proposed front yard plantings in an amount not less than $5,000.00 (not including sod cost) (based on average nursery planting prices in 2023) shall be submitted to the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modifications Committee for approval and shall be installed prior to completion of the home. All plans shall contain a minimum of one (1) 2" caliper tree in the front yard. Landscape plans for all homes ON THE GOLF COURSE and LAKEFRONT within Block 1, 3, and 4 in STONE BLUFF I AT FOREST RIDGE shall have an additional $2,500.00 (based on average nursery planting prices in 2023) in rear yard landscape planting. No planting shall be allowed which will block any views to the Golf Course or open areas. Underground-service pedestals located in the front of homes shall have a minimum of three (3) one-gallon "Maiden Grass" shrubs installed around each one. Plantings 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 Modifications 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 Modifications Committee to be incompatible with the overall landscape design theme of STONE BLUFF I AT FOREST RIDGE. Builders/Homeowners must install lawn irrigation systems and should notify their subcontractors that water pressure in Stone Bluff I will exceed 125 psi. Systems should include a pressure regulator to prevent future problems.

5.5.2 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.

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

5.5.4 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.

5.5.5 Golf Course and Lakefront Homesites: Fencing, if desired, along the rear yard lot line for all homes ON THE GOLF COURSE and LAKEFRONT within Blocks 1, 3, and 4 in STONE BLUFF I 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.

5.6 Building Material Requirements

5.6.1 Exterior Walls: Each dwelling shall be a 100% approved masonry except under porches and patios. Small areas of decorative veneer maybe approved on a case by case basis by the Forest Ridge New Construction Committee.

5.6.2 Foundations/Stemwalls: All foundations/stemwalls of the dwellings erected on any lot shall be veneered with brick, natural rock or stucco. No exposed foundations/stemwalls will be allowed.

5.6.3 Windows: Exterior windows shall be either of vinyl, wood, cladwood, painted, anodized colored aluminum construction. No mill finish will be accepted.

5.6.4 Fireplace Chimney and Flues: 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. Fireplaces located on any perimeter wall of the dwelling shall be of masonry or masonry veneer construction to the point where they penetrate the roof.

5.6.5 Roofing: Roofing materials will be architectural grade composition shingle, Heritage Series by "TAMKO", color to be"Weathered Wood" or equal, or as approved by the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modifications Committee, as appropriate.

5.6.6 Gutters and Downspouts: Complete rain gutters and downspouts shall be provided as agreed to and approved by the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modifications Committee, as appropriate. Gutters and downspouts must be tight-lined to the street.

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
Lori Hendricks, Wagoner County Clerk
COUNTY CLERK OFFICIAL SEAL WAGONER COUNTY, OKLA.

5.6.7 Painting: Certain colors including vivid or bright pastels including, but not limited to, pink, turquoise, orange, lavender and purple will not be allowed. All exterior color selections must receive approval by the Forest Ridge Homeowners' Association New Construction Committee. Roof jacks and other penetrations including water heater and furnace vents will be painted to match the single color.

5.6.8 Waiver: The Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modifications 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 Paragraphs 5.6.1 thru 5.6.6 of this Subsection 5.6.

5.7 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.

5.8 Existing Dwellings

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

5.9 Antennas

All homes must be wired for fiber optic telephone service. 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 proximity to the main antennas. Satellite dishes shall be positioned to provide low visibility from the street and common areas. No external radio, television or other antennas of any kind or nature (including but not limited to "satellite dishes") or other devices for the reception or transmission of radio, microwave, or other similar signals, shall be placed, or maintained upon unenclosed portions of any lot except for satellite dishes 20 inches in diameter or less as approved by the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modifications Committee.

5.10 Plumbing

Where possible, fixture vents, hot water tank and furnace vents shall be located on the side or rear of the roof to reduce visibility from the street. Gas meters must be located up by the house and hidden from view. Each home must contain a pressure regulator on the water system as water exceeds 120 psi within Forest Ridge.

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 STONE BLUFF I AT FOREST RIDGE (including common areas) except within an enclosed garage on a lot. No vehicle shall be repaired or rebuilt anywhere in STONE BLUFF I AT FOREST RIDGE including on any lot or upon the streets of STONE BLUFF I AT FOREST RIDGE. No vehicle shall be parked on the streets in STONE BLUFF I 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 Driveways and Walks

All driveways and walks between the street and garage shall be constructed of concrete or masonry. River gravel exposed aggregate concrete may be used for 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 Modifications Committee, as appropriate, as set forth pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge.

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 Perimeter Fencing

5.14.1 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 to erect and maintain fencing, walls, landscaping, and/or irrigation along the boundaries of the subdivision within the reserves depicted on the accompanying plat as Reserve "A" and within the 5' Fence and Landscape Easement depicted on the plat abutting 79th Street (Midway Road). Maintenance of the fencing, walls, landscaping and irrigation will be the responsibility of the Homeowners' Association.

5.14.2 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.

5.15 Sidewalks

Prior to occupancy of a dwelling on a Lot, a sidewalk four feet in width shall be constructed (excepting points of driveway access) located within the lot. The owner of the Lot shall have the obligation to construct and maintain the required sidewalk. A 4' sidewalk will be constructed by the Owner/Developer in reserve areas that are adjacent to a street and between Blocks 4 anf 5 and Blocks 5 and 6. Additionally, the Owner/Developer will construct a sidewalk least 5 feet in width along 79th Street (Midway Road).

SECTION VI. RESERVATIONS

6.1 Reservation of Mineral Rights

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.

6.2 Reservation of Water Rights

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 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 "STONE BLUFF I 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, judgement, 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 28 day of August, 2023.

THE ROBSON COMPANIES, INC.
an Oklahoma corporation

John J. Robson, President

ATTEST: (CORPORATE SEAL)
ROBSON COMPANIES CORPORATE SEAL OKLAHOMA

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 28 day of August, 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.

SERI A. WHEATON NOTARY PUBLIC Commission # 14006031 My Commission Expires 07-09-2025 STATE OF OKLAHOMA

Seri A. Wheaton
Notary Public
My commission no. 14006031
expires 07-09-2025

CERTIFICATE

I, David W. Murdoch, 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 "STONE BLUFF I 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 29th day of August, 2023.

TREASURER CERTIFICATION
I, hereby certify that the 23 and back taxes have been paid on the above described property according to the 2023 tax roll.
Wagoner County Treasurer

David W. Murdoch
Licensed Professional Land Surveyor
Oklahoma No. 1404

COUNTY TREASURER 46 SEAL WAGONER COUNTY, OKLA.

LICENSED PROFESSIONAL LAND SURVEYOR DAVID W. MURDOCH 1404 OKLAHOMA

State of Oklahoma)
) ss.
County of Tulsa)

The foregoing Certificate of Survey was acknowledged before me this 29th day of August, 2023, by David W. Murdoch.

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

JACK TABER Notary Public in and for STATE OF OKLAHOMA Commission #12005192 Expires: 31 May 2024

STONE BLUFF I AT FOREST RIDGE
Date of Preparation: August 25, 2023
Sheet 3 of 3

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

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