



CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$13,119.00 per trust receipt no.16971 to be applied to 2021 taxes. This certificate is NOT to be construed as payment of 2021 taxes in full but given in order that this plat may be filed on record. 2021 taxes may exceed the amount of the security deposit.

Dated: 09/30/2021
 John M. Fothgull
 Tulsa County Treasurer
 By: *[Signature]*
 Deputy Treasurer

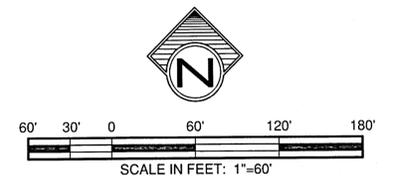
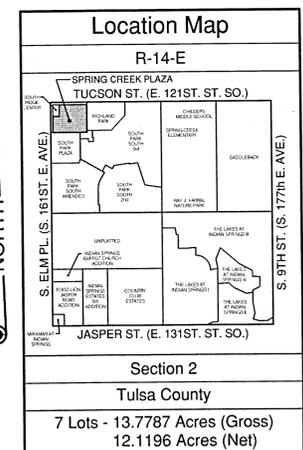
OWNER / DEVELOPER

Aspen Square, Inc.
 an Oklahoma Corporation
 P.O. Box 1861
 Muskogee, Oklahoma 74402-1861
 918.687.0002

ENGINEER / SURVEYOR

Tulsa Engineering & Planning Associates, Inc.
 an Oklahoma Corporation
 9810 East 42nd Street South, Suite 100
 Tulsa, Oklahoma 74146
 918.252.9621

CERTIFICATE OF AUTHORIZATION NO. 531
 RENEWAL DATE: JUNE 30, 2023



APPROVED 7-20-21 by the City Council of the City of Broken Arrow, Oklahoma.
[Signature]
 Mayor
[Signature]
 Attest: City Clerk



Spring Creek Plaza
 PT10-104A

Date of Preparation: August 23, 2021 Sheet 1 of 3

Planned Unit Development No. 294A

Spring Creek Plaza

An Addition to the City of Broken Arrow, being a subdivision of a part of the NW/4 of the NW/4 of Section 2, T-17-N, R-14-E of the Indian Base and Meridian, Tulsa County, State of Oklahoma

Legend

U/E = Utility Easement
 B/L = Building Line
 L.N.A. = Limits of No Access
 SF = Square Feet Area

Monument Notes

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA531" 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.

Basis of Bearings

The non-astronomic bearings for this plat are based on an assumed bearing of S 89°52'17"E along the North line of the NW/4 of Section 2, T-17-N, R-14-E, Tulsa County, State of Oklahoma.

Benchmark

Top of a chiseled "X" at the Northwest corner of Section 2, T-17-N, R-14-E, Tulsa County, State of Oklahoma, also being the intersection of South Elm Place and West Tucson Street.

Elevation = 668.27 (NAVD 1988)

Notes

- Water to be supplied by the City of Broken Arrow.
- Sewage to be received by the City of Broken Arrow.

Line Table

No.	Bearing	Length	No.	Bearing	Length
L1	N 89°52'17" W	50.75'	L10	N 00°12'14" E	176.41'
L2	S 89°52'17" E	26.29'	L11	S 89°52'17" E	75.46'
L3	N 89°52'17" W	75.46'	L12	N 41°59'43" W	06.08'
L4	S 00°12'14" W	176.41'	L13	N 00°00'00" E	10.48'
L5	S 38°15'57" W	58.37'	L14	N 89°59'36" E	09.46'
L6	S 00°00'00" W	13.05'	L15	S 89°59'36" W	06.25'
L7	S 90°00'00" W	25.00'	L16	S 90°00'00" E	03.02'
L8	N 00°00'00" E	19.99'	L17	N 90°00'00" W	03.02'
L9	N 38°15'57" E	65.31'			

Curve Table

No.	Delta	Radius	Length	Chord Bearing	Chord Distance
C1	88°43'45"	70.00'	108.40'	S 45°38'07" W	97.89'
C2	59°53'16"	135.00'	141.10'	S 60°03'22" W	134.77'
C3	60°01'29"	70.00'	73.33'	S 60°07'29" W	70.03'
C4	60°01'29"	130.00'	136.19'	N 60°07'29" E	130.05'
C5	59°53'16"	75.00'	78.39'	N 60°03'22" E	74.87'
C6	88°43'45"	130.00'	201.32'	N 45°38'07" E	181.80'
C7	76°51'48"	55.00'	73.84'	S 51°41'49" W	68.37'
C8	89°55'29"	30.00'	47.08'	S 45°09'58" W	42.40'
C9	38°03'43"	55.00'	36.54'	S 19°14'05" W	35.87'
C10	38°15'57"	27.50'	18.37'	S 19°07'59" W	18.03'
C11	38°15'57"	32.50'	21.71'	N 19°07'59" E	21.30'
C12	38°03'43"	30.00'	19.93'	N 19°14'05" E	19.56'
C13	89°55'29"	55.00'	86.32'	N 45°09'58" E	77.73'
C14	65°22'53"	30.00'	34.23'	N 57°26'16" E	32.40'

Detention Determination

Storm water detention accommodations for this plat are provided in accordance with Fee-In-Lieu of Detention Determination No. DD-080118-22.

Backflow Preventer Valve Table

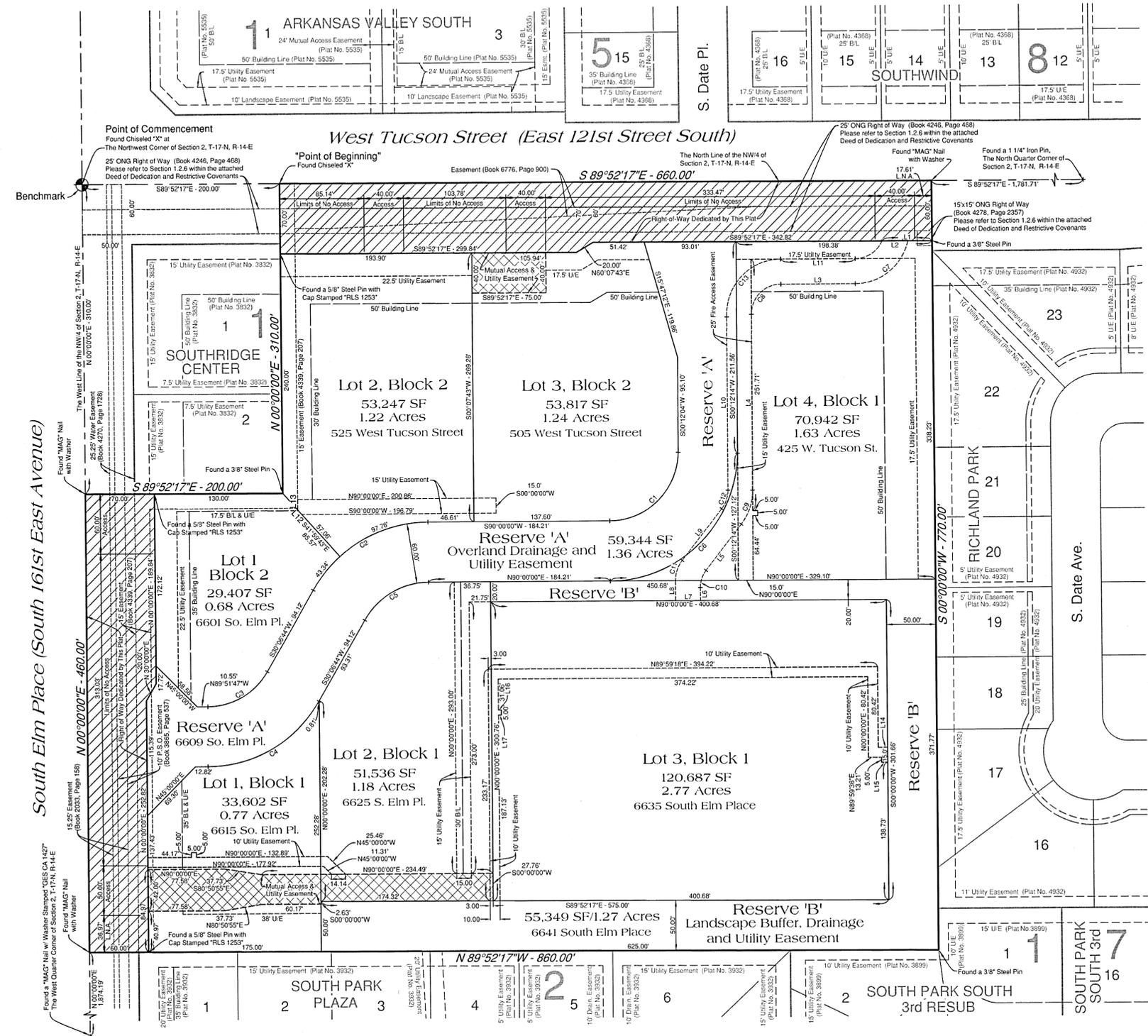
*All new buildings that are served by sanitary sewer service shall install a backwater device (backflow preventer). Installation of these devices and all maintenance shall be at the sole expense of the property owner. Broken Arrow Ordinance No. 3527, Section 24-303, Adopted May 15, 2018. All lots require a backflow preventer valve.

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.

FEMA FIRM Panel

The subject property is located within an area having a Zone Designation X (Other areas determined to be outside the 500 year flood plain) by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map No. 40143C0456M, with a date of identification of September 30, 2016, for Community No. 400238, in Tulsa County, State of Oklahoma, which is the current Flood Insurance Rate Map for the community in which said premises is situated.



South Elm Place (South 161st East Avenue)

S. Date Ave.

T 17 N

R-14-E

SPRING CREEK PLAZA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS PUD-294A

KNOW ALL MEN BY THESE PRESENTS:

THAT Aspen Square, Inc., an Oklahoma corporation, hereinafter referred to as the "Owner/Developer" is the owner of the following described real estate situated in the City of Broken Arrow (Herein after referred to as the "City"), Tulsa County, State of Oklahoma, to wit:

A tract of land contained within the NW/4 of the NW/4 of Section 2, T-17-N, R-14-E of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:

Commencing at the northwest corner of said NW/4;

Thence S 89°52'17" E, along the north line of said NW/4, a distance of 200.00 feet to the "Point of Beginning", said point also being the northeast corner of "Southridge Center", an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded Plat No. 3832, as filed in the records of the Tulsa County Clerk's office;

Thence continuing S 89°52'17" E, along said north line, a distance of 660.00 feet to the northwest corner of "Richland Park", an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded Plat No. 4932, as filed in the records of the Tulsa County Clerk's office;

Thence S 00°00'00" W, along the west line of said "Richland Park" and along the west line of Lot 1, Block 1, of "South Park South 3rd Resub", an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded Plat No. 3899, as filed in the records of the Tulsa County Clerk's office, a distance of 770.00 feet to the northeast corner of Lot 2, of said Block 1;

Thence N 89°52'17" W, along the north line of said "South Park South 3rd Resub" and along the north line of "South Park Plaza", an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to recorded Plat No. 3932, as filed in the records of the Tulsa County Clerk's office, a distance of 860.00 feet to a point on the west line of said NW/4, said point also being the northwest corner of said "South Park Plaza";

Thence N 00°00'00" E, along the west line of said NW/4, a distance of 460.00 feet to the southwest corner of said "Southridge Center";

Thence S 89°52'17" E, along the south line of said "Southridge Center", a distance of 200.00 feet to the southeast corner thereof;

Thence N 00°00'00" E, along the east line of said "Southridge Center", a distance of 310.00 feet to the "Point of Beginning".

Said tract contains 600,202 square feet or 13.7787 acres.

The non-astronomic bearings for said tract are based on an assumed bearing of S 89°52'17" E along the north line of the NW/4 of Section 2, T-17-N, R-14-E of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof.

The Owner/Developer has caused the same to be engineered, surveyed, staked and platted into lots, blocks, and reserve areas in conformity to the accompanying plat and survey thereof, which plat is made a part hereof (the "Plat"), and has caused the same to be named "SPRING CREEK PLAZA", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma (the "Subdivision").

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the street (West Tucson Street and South Elm Place) as depicted on the accompanying plat; and does further dedicate for public use the utility easements as depicted on the accompanying plat as "Utility Easement" or "U/E", for the several purposes of constructing, maintaining, operating, repairing, replacing, 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 for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along the public street and the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on the Owner/Developer and shall be enforceable by the "City", and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing and landscaping or other similar improvements that do not constitute an obstruction.

1.2 Underground Service

1.2.1 Overhead poles may be located along the westerly and northerly perimeter of the subdivision as necessary if located in utility easements for the purpose of the supply of underground service. Street light poles or standards may be served by underground cable, and except as provided in the immediately preceding sentence, all electric and communication supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat. The owner does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.

1.2.2 All supply lines in the subdivision including electric, telephone, cable television and gas lines shall be located underground in the easements reserved for general utility services and streets shown on the plat of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

1.2.3. Underground service cables and gas service lines to all structures which may be located on all lots in 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 each said lot: provided that upon the installation of such a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the structure or a point of metering.

1.2.4 The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the subdivision or 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 service facilities so installed by it. The supplier of electric, telephone, cable television also reserve the perpetual right, privilege and authority to cut down, trim, or treat any trees and undergrowth on said easement.

1.2.5 The owner of each lot in the subdivision shall be responsible for the protection of the underground facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the owner of each lot in the subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors. The foregoing covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service.

1.2.6 ONG's easement recorded in Book 4246, Page 468 remains in full force and effect. ONG's easement pre-date the right-of-way dedication in this plat and may prohibit or limit certain uses of ONG's right-of-way including paving, other utility lines, and permanent structures, without ONG's prior written consent.

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 his lot.

1.3.2 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", 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", or its successors, shall at all times have right of access to all easementways depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.

1.3.5 The foregoing covenants set forth in this subsection 1.3 shall be enforceable by the "City", or its successors, and the owner of the lot agrees to be bound hereby.

1.4 Surface Drainage

The lot shall receive and drain, in an unobstructed manner, the storm and surface waters from drainage areas of higher elevation and from public streets and easements. The lot owner shall not construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across the lot. The foregoing covenants set forth in this paragraph 1.4 shall be enforceable by any affected lot owner and by the "City".

1.5 Overland Drainage Easement (Reserves "A" and "B")

1.5.1 Drainage facilities constructed in overland drainage easements within Reserves "A" and "B" shall be in accordance with the adopted standards of the "City", and plans and specifications approved by the Stormwater Manager of the "City".

1.5.2 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", provided, however, that the planting of turf or single trunk trees having a caliper of not less than two and one-half (2 1/2) inches shall not require approval.

1.5.3 All costs and expenses associated with the overland drainage easement areas and facilities located therein, including maintenance of various improvements, will be the responsibility of the Spring Creek Plaza Owners' Association to be formed pursuant to Section IV (hereinafter referred to as the "Association"), in accordance with the standards prescribed by the "City". 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" 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" 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.

1.6 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 Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to West Tucson Street and South Elm Place within the bounds designated as "Limits of No Access" (L.N.A.) on the Plat, which "Limits of No Access" may be amended or released by the Broken Arrow Planning Commission,

or its successor, and with the approval of the "City", or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto, and the limits of no access above established shall be enforceable by the "City".

1.8 Mutual Access

The Owner/Developer herein grants and establishes a perpetual non-exclusive mutual access easement for the purposes of permitting vehicular and pedestrian passage across all lots as depicted on the Plat.

1.9 Maintenance and Repairs of Private Storm Sewers

1.9.1 All maintenance and repairs of any private storm sewers constructed within any lot or reserve will be the responsibility of the Spring Creek Plaza Owners' Association to be formed pursuant to Section IV (hereinafter referred to as the "Association"), in accordance with the standards prescribed by the "City"

1.9.2 All costs and expenses associated with the maintenance and repair of any private storm sewers will be the responsibility of the Spring Creek Plaza Owners' Association to be formed pursuant to Section IV (hereinafter referred to as the "Association"), in accordance with the standards prescribed by the "City". In the event the Association should fail to properly maintain the private storm sewers located thereon, the "City" may enter the lot or reserve 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" 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.

SECTION II. RESERVE AREAS

2.1 Use of Land

2.1.1 Reserve Area "A" and Reserve "B"

Reserve Area "A" and Reserve "B" shall be limited to use for drainage, overland drainage, walls, fencing, landscaping, utilities, signage, ingress and egress, and open space and is reserved for subsequent conveyance to the Spring Creek Plaza Owners' Association to be comprised of the owners of the commercial/office/warehouse/indoor RV storage and mini-storage lots within Spring Creek Plaza as set forth within Section IV hereof.

2.1.2 No light poles shall be installed in the south 50 feet and the east 50 feet of Reserve "B"

2.2 All Reserves

2.2.1 All costs and expenses associated with Reserve Area "A", including maintenance of various improvements, will be the responsibility of the Property Owners.

2.2.2 All costs and expenses associated with Reserve Area "B", including maintenance of various improvements, will be the responsibility of the owners of Lots 2 and 3, Block 1.

2.2.3 In the event the Property Owners should fail to properly maintain Reserve Area "A" and facilities thereon located as above provided, the "City", or its designated contractor may enter Reserve Area "A" and perform such maintenance, and the cost thereof shall be paid by the Property Owners.

2.2.4 In the event the owners of Lots 2 and 3, Block 1 should fail to properly maintain Reserve Area "B" and facilities thereon located as above provided, the "City", or its designated contractor may enter Reserve Area "B" and perform such maintenance, and the cost thereof shall be paid by the owners of Lots 2 and 3, Block 1.

2.2.5 In the event the Property Owners fails to pay the cost of said maintenance of Reserve "A", after completion of the maintenance and receipt of a statement of costs, the "City" 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. Such costs of maintenance shall become a lien on the owners of the lots within Spring Creek Plaza, as hereinafter defined, which may be foreclosed by the "City".

2.2.6 In the event the owners of Lots 2 and 3, Block 1 fail to pay the cost of said maintenance of Reserve "B", after completion of the maintenance and receipt of a statement of costs, the "City" may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against each of Lots 2 and 3, Block 1. Such costs of maintenance shall become a lien on the owners of Lots 2 and 3, Block 1 within Spring Creek Plaza, as hereinafter defined, which may be foreclosed by the "City".

SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, Spring Creek Plaza was submitted as a planned unit development (entitled PUD-294A) as provided within Section 6.4 of the Zoning Ordinance of the "City" (Ordinance No. 2931) as amended and existing on November 18, 2019, (hereinafter the "Broken Arrow Zoning Ordinance"), which PUD No. 294A was approved by the Broken Arrow Planning Commission on August 13, 2020; 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", 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";

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:

3.1 General Standards

The development of Spring Creek Plaza shall be subject to the Planned Unit Development provisions of the Broken Arrow Zoning Code as such provisions existed on November 18, 2019, or as may be subsequently amended.

3.2 Development Standards for Lot 1, Block 1 and Lot 1, Block 2

Lot 1, Block 1 and Lot 1, Block 2 shall be governed by the use and development regulations of the CG District except as hereinafter modified:

3.2.1	Permitted Uses:	As permitted in the CG District, by right or specific use permit.
3.2.2	Minimum Lot Size	12,000 S.F.
3.2.3	Minimum Lot Frontage on a Public Street	100 feet
3.2.4	Maximum Building Height	35 feet
3.2.5	Minimum Building Set Backs:	
	- From the RW of South Elm Place	
	• Lot 1, Block 1	35 feet
	• Lot 1, Block 2	35 feet
	- From Residential District	50 feet
	- From the north boundary of Lot 1, Block 2 that is not an interior boundary	17.5 feet
	- From interior boundaries	0 feet
3.2.6	Minimum Landscaped Area:	Landscaping shall be provided in accordance with Section 5.2 of the City of Broken Arrow Zoning Ordinance, except that a landscaped edge of 15 feet in width shall be provided along Elm Place and the southern boundary of Lot 1, Block 1. Within the Landscape Buffer next to the southern boundary of Lot 1, Block 1, at least one tree shall be planted for every 20 lineal feet of landscape area of which at least 50% shall be evergreen. Trees may be grouped together or evenly spaced. At least 10% of the net lot area shall be landscaped open space. The amount of landscape area and the amount of land area shall be calculated and shown on the site plan submitted to the "City".

SPRING CREEK PLAZA

Date of Preparation: August 23, 2021 PT10-104A Sheet 2 of 3

3.2.7 Sign Standard: Signs shall be installed in accordance with Section 5.7 of the City of Broken Arrow Zoning Ordinance. All freestanding signs, however, shall be limited to 10 feet in height, contain no more than 100 square feet, and shall have a monument type base. The base of the sign shall be of the same material as the principle building on the lot. No portable signs or banners shall be placed on any of the lots or on any light poles on the lot.

3.2.8 Lighting: Lighting shall be installed in accordance with Section 5.6 of the City of Broken Arrow Zoning Ordinance.

3.2.9 Exterior Building Material: Excluding doors and windows, the exterior vertical walls of all buildings shall contain at least 90% masonry material.

3.3 Development Standards for Lot 2, Block 1

Lot 2, Block 1 shall be governed by the use and development regulations of the CH District except as hereinafter modified:

3.3.1 Permitted Uses: Office/Warehouse. No outdoor storage is allowed.

3.3.2 Maximum Building Height: 35 feet

3.3.3 Minimum Building Set Backs: - From Residential District 50 feet - From Lot 3, Block 1 30 feet

3.3.4 Minimum Parking Set Backs: - From Lot 3, Block 1 0 feet - From residential boundaries 50 feet - From south PUD boundary 50 feet

3.3.5 Minimum Landscaped Area: Landscaping shall be provided in accordance with Section 5.2 of the City of Broken Arrow Zoning Ordinance. A 50-wide Landscape Buffer (Reserve "B") shall be provided along a portion of the south and east PUD boundary lines, adjacent to the existing residential areas, for the benefit of Lots 2 and 3, Block 1. Within this Landscape Buffer, at least one tree shall be planted for every 20 lineal feet of landscape buffer, of which at least 50% shall be evergreen. Trees may be grouped together or evenly spaced.

A minimum combined 10% of the net lot areas of both Lots 2 and 3, Block 1 shall be landscaped open space, all of which shall be contained in Reserve "B". The amount of open space provided and total land area shall be shown on the site plan submitted to the "City".

3.3.6 Fencing: A 8-foot opaque wood screening fence shall be installed, in accordance with Section 3.2.D.3 of the City of Broken Arrow Zoning Ordinance, along the south and east boundaries of Reserve "B", for the benefit of Lot 2, Block 1

3.3.7 Parking: Parking shall be provided in accordance with Section 5.4 of the Broken Arrow Zoning Ordinance. In addition, at least three additional parking spaces shall be provided in Lot 2, Block 1 to meet the parking needs of Lot 3, Block 1.

3.3.8 Sign Standard: Signs shall be installed in accordance with Section 5.7 of the City of Broken Arrow Zoning Ordinance. All freestanding signs, however, shall be limited to 10 feet in height, contain no more than 100 square feet, and shall have a monument type base. The base of the sign shall be of the same material as the principle building on the lot. No portable signs or banners shall be placed on any of the lots or on any light poles on the lot.

3.3.9 Lighting: Lighting shall be in accordance with Section 5.6 of the City of Broken Arrow Zoning Ordinance.

3.4 Development Standards for Lot 3, Block 1

Lot 3, Block 1 shall be governed by the use and development regulations of the CH District, except as hereinafter modified:

3.4.1 Permitted Uses: Indoor RV storage and mini-storage. No outdoor storage or semi-truck parking is to be allowed.

3.4.2 Maximum Building Height: 26 feet

3.4.3 Minimum Building Set Backs: - From Residential District 50 feet - From interior boundaries 0 feet

3.4.4 Parking: Three Parking Spaces will be provided in Lot 2, Block 1.

3.4.5 Minimum Landscaped Area: Landscaping shall be provided in accordance with Section 5.2 of the City of Broken Arrow Zoning Ordinance. A 50-wide Landscape Buffer (Reserve "B") shall be provided along a portion of the south and east PUD boundary lines, adjacent to the existing residential areas, for the benefit of Lots 2 and 3, Block 1. Within this landscape buffer, at least one tree shall be planted for every 20 lineal feet of landscape buffer, of which at least 50% shall be evergreen. Trees may be grouped together or evenly spaced. A minimum combined 10% of the net lot areas of both Lots 2 and 3, Block 1 shall be landscaped open space, all of which shall be contained in Reserve "B" No landscape material shall be required within the interior area of Lot 3, Block 1. The amount of open space provided and total land area shall be shown on the site plan submitted to the "City".

3.4.6 Fencing: A 8-foot opaque, wood fence shall be installed, in accordance with Section 3.2.D.3 of the City of Broken Arrow Zoning Ordinance, along the south and east boundaries of Reserve "B". An 8-foot high screening fence shall be constructed along the east boundary of Lot 3, Block 1 between the northernmost and southernmost buildings. The fence shall be of the same masonry material used on the east side of the buildings in Lot 3, Block 1.

3.4.7 Signs: No freestanding or wall signs shall be allowed in Lot 3, Block 1.

3.4.8 Lighting: Lighting shall be installed in accordance with Section 5.6 of the City of Broken Arrow Zoning Ordinance. No light poles shall be installed in Lot 3, Block 1.

3.4.9 Exterior Building Material: The exterior wall closest to the exterior boundaries of Lot 3, Block 1 shall be constructed of masonry material. There shall be no openings along any of these walls, except for one 3x8' door will be permitted for the east end of the central building.

3.4.10 Hours of Operation: The hours of operation for the RV and mini-storage uses located on Lot 3, Block 1 shall be from 5:00 am to 11:00 pm.

3.5 Development Standards for Lot 4, Block 1

Lot 4, Block 1 shall be governed by the use and development regulations of the ON District except as hereinafter modified:

3.5.1 Permitted Uses: As permitted in the ON District, by right or specific use permit.

3.5.2 Minimum Lot Size: 12,000 S.F.

3.5.3 Minimum Lot Frontage on a Public Street: 100 feet

3.5.4 Maximum Building Height: 35 feet* * windows on the east side of any 2-story building shall be opaque, or clerestory windows installed at 6 feet or higher.

3.5.5 Minimum Building Set Backs: - From the R/W of West Tucson Street 50 feet - From east boundary 50 feet

3.5.6 Minimum Parking Set Backs: - From east boundary 15 feet

3.5.7 Minimum Landscaped Area: Landscaping shall be provided in accordance with Section 5.2 of the City of Broken Arrow Zoning Ordinance, except that a landscaped edge of 15 feet in width shall be provided along Tucson Street. A Landscape Buffer of at least 15 feet in width shall be provided along the east boundary of Lot 4, Block 1. Within the Landscape Buffer next to

the east boundary, at least one tree shall be planted for every 20 lineal feet of landscape area adjacent to the east boundary of Lot 4, Block 1, of which at least 50% shall be evergreen. Trees may be grouped together or evenly spaced. At least 10% of the net lot area shall be landscaped open space. The amount of landscape area and the amount of land area shall be calculated and shown on the site plan submitted to the "City".

3.5.8 Sign Standard: Signs shall be installed in accordance with Section 5.7 of the City of Broken Arrow Zoning Ordinance. All freestanding signs, however, shall be limited to 10 feet in height, contain no more than 100 square feet, and shall have a monument type base. The base of the sign shall be of the same material as the principle building on the lot. No portable signs or banners shall be placed on any of the lots or on any light poles on the lot.

3.5.9 Lighting: Lighting shall be installed in accordance with Section 5.6 of the City of Broken Arrow Zoning Ordinance.

3.5.10 Exterior Building Material: Excluding doors and windows, the exterior vertical walls of all buildings shall contain at least 90% masonry material.

3.6 Development Standards for Lot 2 and Lot 3, Block 2

Lots 2 and 3, Block 2 shall be governed by the use and development regulations of the CG District except as hereinafter modified:

3.6.1 Permitted Uses: As permitted in the CG District, by right or specific use permit.

3.6.2 Minimum Lot Size 12,000 S.F.

3.6.3 Minimum Lot Frontage on a Public Street 100 feet

3.6.4 Maximum Building Height 35 feet*

* Architectural elements may exceed maximum building height with site plan approval.

3.6.5 Minimum Building Set Backs: - From the R/W of West Tucson Street 50 feet - From interior boundaries 0 feet

3.6.6 Minimum Landscaped Area: Landscaping shall be provided in accordance with Section 5.2 of the City of Broken Arrow Zoning Ordinance, except that a landscaped edge of 15 feet in width shall be provided along Tucson Street. At least 10% of the net lot area shall be landscaped open space. The amount of landscape area and the amount of land area shall be calculated and shown on the site plan submitted to the "City".

3.6.7 Sign Standard: Signs shall be installed in accordance with Section 5.7 of the City of Broken Arrow Zoning Ordinance. All freestanding signs, however, shall be limited to 10 feet in height, contain no more than 100 square feet, and shall have a monument type base. The base of the sign shall be of the same material as the principle building on the lot. No portable signs or banners shall be placed on any of the lots or on any light poles on the lot.

3.6.8 Lighting: Lighting shall be installed in accordance with Section 5.6 of the City of Broken Arrow Zoning Ordinance.

3.6.9 Exterior Building Material: Excluding doors and windows, the exterior vertical walls of all buildings shall contain at least 90% masonry material.

SECTION IV. OWNERS' ASSOCIATION

4.1 Formation of Owners' Association

The Owner/Developer has formed or shall cause to be formed the Spring Creek Plaza Owners' Association (hereinafter referred to as the "Association") of the lot owners within Spring Creek Plaza to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purposes of maintaining Reserve "A" and Reserve "B" and the Common Areas in Spring Creek Plaza and enhancing the value, desirability and attractiveness of Spring Creek Plaza.

4.2 Membership

Every lot owner in Spring Creek Plaza shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any such lot. The acceptance of a deed to one (1) or more lots shall constitute acceptance and membership in the Association as the date of recording of such deed.

4.3 Assessments by Association

Each lot owner within Spring Creek Plaza shall be subject to assessment by the Association for the purposes of improvement and maintenance of Reserve "A" and Reserve "B" and such other Common Areas within Spring Creek Plaza, and for such other purposes of the Board of Directors of the Association shall, from time to time, determine pursuant to a separate declaration of covenants and conditions applicable to Spring Creek Plaza and pursuant to the By-laws of the Association.

4.4 Association Beneficiary of Covenants

Without limitation of such other powers and rights as the Association may have, the Association shall be deemed a beneficiary of the various covenants contained in this Deed of Dedication to the same extent as all other beneficiaries thereof, including each lot owner, the "City", and the supplier of any utility or other service within the addition, and shall have the right to enforce these covenants and agreements.

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. Within the provisions of Section I. Streets, Easements and Utilities are set forth certain covenants and the enforcement rights pertaining thereto, and additionally the covenants within Section I. whether or not specifically therein so stated shall inure to the benefit of and shall be enforceable by the "City". The covenants contained in Section III. Planned Unit Development Restrictions are established pursuant to the Planned Unit Development provisions of the City of Broken Arrow Zoning Code and shall inure to the benefit of the "City", and the owners of the land within Spring Creek Plaza. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section II., it shall be lawful for the "City", or any owner of a part of the land within Spring Creek Plaza to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant. In any judicial action brought by an owner of a part of the land within Spring Creek Plaza which action seeks to enforce the covenants or restrictions set forth herein or to recover damages for the breach thereof, the prevailing party shall be entitled to recover reasonable attorneys fees and costs and expenses incurred in such action.

5.2 Duration

These restrictions, to the extent permitted by applicable law, shall be perpetual but in any event shall be in force and effect for a term of not less than thirty (30) years from the date of the recording of this Deed of Dedication unless terminated or amended as hereinafter provided.

5.3 Amendment

The covenants contained within Section I. Streets, Easements and Utilities may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the Broken Arrow Planning Commission, or its successors and the "City". The covenants contained within Section III. Planned Unit Development Restrictions, may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the Broken Arrow Planning Commission, or its successors. The provisions of any instrument amending or terminating covenants as above set forth shall be effective from and after the date it is properly recorded.

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 or any part thereof as set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF: Aspen Square, Inc., an Oklahoma corporation, has executed this instrument this 2nd day of September, 2021.

Aspen Square, Inc. an Oklahoma corporation

Charles Gleason Palmer President

State of Oklahoma)) ss County of Tulsa)

This instrument was acknowledged before me this 2nd day of September, 2021, by Charles Gleason Palmer, President of Aspen Square, Inc., an Oklahoma corporation.



Jack Taber Notary Public

CERTIFICATE OF SURVEY

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

Executed this 2nd day of September, 2021.

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



State of Oklahoma)) ss County of Tulsa)

The foregoing Certificate of Survey was acknowledged before me this 2nd day of September, 2021, by Bobby D. Long.



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

APPROVED 7-20-21 by the City Council of the City of Broken Arrow, Oklahoma. Mayor, City Clerk



SPRING CREEK PLAZA Date of Preparation: August 23, 2021 PT10-104A Sheet 3 of 3