

to ATE 01/10/08

APPROVED 12-17-0 BY THE CITY OF

& Wale Mc Call In

BROKEN ARROW, OKLAHOMA

Mary E. Bruce

ATTEST CITY CLERK

MAYOR

NORTHEAST CROSSROADS

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

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KNOW ALL MEN BY THESE PRESENTS:

TWO T'S BROKEN ARROW, LLC, IS THE OWNER ("OWNER") OF THE FOLLOWING-DESCRIBED LAND IN THE CITY OF BROKEN ARROW, WAGONER COUNTY,

A TRACT OF LAND THAT IS PART OF THE WEST HALF OF THE SOUTHWEST QUARTER (W/2, SW/4) OF SECTION FIVE (5), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID WEST HALF OF THE SOUTHWEST QUARTER (W/2, SW/4); THENCE NORTH 01°24'32" WEST ALONG THE WEST LINE OF SECTION FIVE (5) FOR A DISTANCE OF 2640.75 FEET; THENCE NORTH 88'42'13" EAST ALONG THE QUARTER SECTION LINE FOR A DISTANCE OF 1321.78 FEET; THENCE SOUTH 01°25'15" EAST ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER (W/2, SW/4) FOR A DISTANCE OF 1404.17 FEET TO THE TURNPIKE RIGHT-OF-WAY; THENCE SOUTH 50°01'36" WEST ALONG THE TURNPIKE RIGHT-OF-WAY FOR A DISTANCE OF 579.40 FEET; THENCE SOUTH 12'23'09" WEST ALONG THE TURNPIKE RIGHT-OF-WAY FOR A DISTANCE OF 400.19 FEET; THENCE SOUTH 01'22'21" EAST ALONG THE TURNPIKE RIGHT-OF-WAY FOR A DISTANCE OF 485.25 FEET; THENCE SOUTH 88°40'23" WEST ALONG THE SOUTH LINE OF SECTION FIVE (5) FOR A DISTANCE OF 773.30 FEET TO THE POINT OF BEGINNING,

SAID TRACT CONTAINING 67.67 GROSS ACRES, MORE OR LESS, AND HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, AND SUBDIVIDED INTO EIGHT (8) LOTS IN FOUR (4) BLOCKS, AND TEN (10) RESERVES, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND HAS DESIGNATED THE SUBDIVISION AS NORTHEAST CROSSROADS AT BROKEN ARROW, A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT (THE "PLAT") OF NORTHEAST CROSSROADS (THE "SUBDIVISION") AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT", OR "STORM SEWER EASEMENT", 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 ACROSS DRIVES AND PARKING AREAS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER. THE OWNER 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 ALL OF 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 HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE OWNER OF A LOT LOCATED WITHIN THE SUBDIVISION (INDIVIDUALLY A "LOT" AND COLLECTIVELY THE "LOTS") AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE. THAT WITHIN EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, AND LANDSCAPING, THAT DO NOT

B. UNDERGROUND ELECTRIC, TELEPHONE, AND CABLE TELEVISION SERVICE

- 1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE EAST, SOUTH & WEST PERIMETERS OF THE SUBDIVISION WITHIN THE PUBLIC STREETS, WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, AND/OR UTILITY EASEMENTS AS HEREIN ESTABLISHED. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE AND CABLE TELEVISION LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND WITH CITY OF BROKEN ARROW APPROVAL IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE
- 2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL
 THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, AND EFFECTIVE RIGHT—OF—WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP
 EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON
- 3. THE SUPPLIER OF ELECTRIC, TELEPHONE, AND CABLE TELEVISION SERVICE, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS ACROSS DRIVES AND PARKING AREAS 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. OR CABLE TELEVISION FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE, PROVIDED, HOWEVER, THE CITY OF BROKEN ARROW, OKLAHOMA OR THE SUPPLIER OF SUCH SERVICES SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.
- 4. THE RECORD OWNER OF EACH LOT OR PARCEL SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON ITS LOT OR PARCEL AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, OR CABLE TELEVISION FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUNI FACILITIES, BUT THE RECORD OWNER SHALL BE LIABLE FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE RECORD OWNER OR THE AGENTS OR CONTRACTORS OF THE RECORD OWNER.
- 5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B. SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE OR CABLE TELEVISION SERVICE AND BY ACCEPTANCE OF THE DEED THEREFORE, THE RECORD OWNER OF THE LOT OR PARCEL, FOR ITSELF AND FOR ITS GRANTEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

- 1. THE RECORD OWNER OF EACH LOT OR PARCEL SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE RECORD OWNER'S LOT.
- 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 SEWER MAIN, ALL GROUND LEVEL APERTURES INCLUDING MANHOLES WILL BE ADJUSTED TO THE NEW GRADE BY THE OWNER OR AT THE OWNERS'S EXPENSE.
- 3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON A LOT OR PARCEL, BUT THE RECORD OWNER OF THE LOT SHALL BE LIABLE FOR DAMAGE TO OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE RECORD OWNER, OR THE AGENTS OR CONTRACTORS OF THE RECORD OWNER.
- 4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS 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, SANITARY SEWER, OR STORM SEWER FACILITIES, PROVIDED, HOWEVER, THEY USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.
- 5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C. SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND BY ACCEPTANCE OF THE DEED THEREFORE, THE RECORD OWNER OF THE LOT OR PARCEL, FOR ITSELF AND FOR ITS GRANTEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

- 1. THE RECORD OWNER OF EACH LOT OR PARCEL SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE GAS FACILITIES LOCATED ON THE RECORD OWNER'S
- 2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE, OR ANY CONSTRUCTION ACTIVITY, WHICH WOULD INTERFERE WITH GAS SERVICE, SHALL BE PROHIBITED.
- 3. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF GAS FACILITIES LOCATED ON A LOT OR PARCEL. BUT THE RECORD OWNER OF THE LOT OR PARCEL SHALL BE LIABLE FOR DAMAGE TO OR RELOCATION OF FACILITIES LOCATED ON ITS LOT OR PARCEL CAUSED OR NECESSITATED BY ACTS OF THE RECORD OWNER, OR THE AGENTS, OR CONTRACTORS OF THE RECORD OWNER.
- 4. THROUGHOUT THE SUBDIVISION, GAS SERVICE LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS, DEDICATED FOR GENERAL UTILITY SERVICES AND WITH CITY OF BROKEN ARROW APPROVAL IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A 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 THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE GAS SERVICE LINE EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- 5. 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, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE, PROVIDED, HOWEVER, THE CITY OF BROKEN ARROW, OKLAHOMA OR THE SUPPLIER OF SUCH SERVICES SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.
- 6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D. SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND BY ACCEPTANCE OF THE DEED THEREFOR, THE RECORD OWNER OF THE LOT OR PARCEL, FOR ITSELF AND FOR ITS GRANTEES, SUCCESSORS AND ASSIGNS, AGREES TO BE HEREBY.

E. SURFACE DRAINAGE

EACH LOT OR PARCEL SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS OR PARCELS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OR PARCEL OWNER(S) 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 THE LOT OR PARCEL. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH E SHALL BE ENFORCEABLE BY ANY AFFECTED. OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY ACCEPTANCE OF THE DEED THEREFOR, THE RECORD OWNER OF THE LOT OR PARCEL, FOR ITSELF AND FOR ITS GRANTEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

F. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO EAST KENOSHA STREET AND SOUTH 209TH EAST AVENUE WITHIN THE BOUNDS DESIGNATED AS "LNA" OR "LIMITS OF NO ACCESS" ON THE ACCOMPANYING 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 OF BROKEN ARROW, OKLAHOMA, 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 OF BROKEN ARROW.

G. MUTUAL ACCESS EASEMENTS

- 1. THE OWNER HEREBY GRANTS AND ESTABLISHES PERPETUAL NON-EXCLUSIVE MUTUAL ACCESS EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT AS "MAE" OR "MUTUAL ACCESS EASEMENT" FOR THE PURPOSE OF PERMITTING THE RECORD OWNERS OF BLOCKS 2 AND 3 THEIR GRANTEES, TENANTS, INVITEES, GUESTS. SUCCESSORS AND ASSIGNS TO HAVE VEHICULAR AND PEDESTRIAN ACCESS AND PASSAGE FROM LOTS WITHIN BLOCKS 2 AND 3 TO THE PUBLIC STREETS ADJACENT TO BLOCKS 2 AND 3. THE MUTUAL ACCESS EASEMENTS SHALL BE FOR THE USE AND BENEFIT OF THE OWNERS OF LOTS OR PARCELS WITHIN BLOCKS 2 AND 3 AND THEIR GRANTEES, TENANTS, INVITEES, GUESTS, SUCCESSORS, AND ASSIGNS AND SHALL BE APPURTENANT TO THE OWNERSHIP OF LOTS OR PARCELS WITHIN BLOCKS 2 AND 3. GOVERNMENTAL AGENCIES AND SUPPLIERS OF UTILITY SERVICES TO LOTS OR PARCELS WITHIN BLOCKS 2 AND 3 SHALL HAVE THE USE OF SUCH EASEMENTS FOR VEHICULAR AND PEDESTRIAN ACCESS TO LOTS OR PARCELS WITHIN BLOCKS 2 AND 3.
- 2. THE RECORD OWNER OF EACH LOT OR PARCEL IN BLOCKS 2 AND 3 DEPICTED ON THE ACCOMPANYING PLAT SHALL MAINTAIN, REPAIR AND REPLACE, AS NECESSARY, THE DRIVEWAY, AISLE, WALKWAY, CURB CUTS AND OTHER IMPROVEMENTS LOCATED WITHIN THAT AREA OF ITS LOT OR PARCEL DEPICTED ON THE ACCOMPANYING PLAT AS AN "M.A.E." IN GOOD CONDITION.
- 3. NO FENCE, WALL, BUILDING OR OTHER PERMANENT OBSTRUCTION MAY BE PLACED OR MAINTAINED IN, UPON, OVER OR ACROSS THAT PORTION OF A LOT DEPICTED ON THE ACCOMPANYING PLAT AS AN "M.A.E." THAT WOULD INTERFERE WITH THE FREE FLOW OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS UPON, OVER AND ACROSS SUCH "M.A.E." AREA.
- 4. THE OWNER HEREBY GRANTS AND ESTABLISHES A PERPETUAL NON-EXCLUSIVE MUTUAL ACCESS EASEMENT OVER AND ACROSS THAT PORTION OF RESERVE AREA "A" DEPICTED ON THE ACCOMPANYING PLAT AS "MAE" FOR THE PURPOSE OF PERMITTING THE RECORD OWNERS OF BLOCK 4 AND THEIR GRANTEES, TENANTS, INVITEES, GUESTS, SUCCESSORS AND ASSIGNS TO HAVE VEHICULAR AND PEDESTRIAN ACCESS AND PASSAGE FROM LOTS WITHIN BLOCK 4 TO A PUBLIC STREET. THE MAE SHALL BE FOR THE USE AND BENEFIT OF THE OWNER OF LOTS OR PARCELS WITHIN BLOCK 4 AND THEIR GRANTEES, TENANTS, INVITEES, GUESTS, SUCCESSORS, AND ASSIGNS AND SHALL BE APPURTENANT TO THE OWNERSHIP OF LOTS OR PARCELS WITHIN BLOCK GOVERNMENTAL AGENCIES AND SUPPLIERS OF UTILITY SERVICES TO LOTS OR PARCELS WITHIN BLOCK 4 SHALL HAVE THE USE OF SUCH EASEMENTS FOR VEHICULAR AND PEDESTRIAN ACCESS TO LOTS OR PARCELS WITHIN BLOCK 4. THE MAE WITHIN RESERVE AREA "A" SHALL BE MAINTAINED BY THE NORTHEAST CROSSROADS OWNERS ASSOCIATION IN GOOD CONDITION AND THE COSTS SHALL BE ALLOCATED AMONG THE OWNERS OF LOTS WITHIN BLOCK 4 IN ACCORDANCE WITH THE TERMS OF THE JUNIOR DECLARATION OF EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND REFERRED TO BELOW.
- 5. IN THE EVENT THE RECORD OWNER OF A LOT OR PARCEL, OTHER THAN THE RECORD OWNER OF LOT 1, BLOCK 1, SHOULD FAIL TO PROPERLY MAINTAIN, REPAIR AND/OR REPLACE, AS NECESSARY, THE DRIVEWAY, AISLE, WALKWAY, CURB CUTS AND OTHER IMPROVEMENTS LOCATED WITHIN THE "M.A.E." SITUATED ON ITS LOT IN GOOD CONDITION OR IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SAID "M.A.E." AREAS, NORTHEAST CROSSROADS OWNERS ASSOCIATION OR ANY OTHER AGGRIEVED RECORD OWNER OF A LOT WITHIN THE SUBDIVISION MAY ENTER SAID "M.A.E." AREA ON SUCH RECORD OWNER'S LOT AND PERFORM SUCH MAINTENANCE, REPAIR AND REPLACEMENT, AS NECESSARY, OR REMOVE SUCH OBSTRUCTION AND THE COSTS THEREOF SHALL BE ASSESSED TO SUCH RECORD OWNER IN ACCORDANCE WITH THE TERMS OF SECTION I.G.5 OF THIS DEED OF DEDICATION.
- 6. IN THE EVENT THE RECORD OWNER OF A LOT OR PARCEL, OTHER THAN THE RECORD OWNER OF LOT 1, BLOCK1, FAILS TO PAY ITS ASSESSMENT FOR THE COSTS OF SUCH MAINTENANCE, REPAIR OR REPLACEMENT OR REMOVAL OF SUCH OBSTRUCTION RELATED TO AN "M.A.E." WITHIN THIRTY (30) DAYS AFTER COMPLETION OF SUCH ACTIVITIES AND RECEIPT OF A STATEMENT FOR SUCH ASSESSMENTS, SUCH ASSESSMENT TOGETHER WITH INTEREST THEREON, COSTS, AND REASONABLE ATTORNEY FEES FOR THE COLLECTION THEREOF SHALL FOLLOWING RECORDING OF AN APPROPRIATE DOCUMENT IN THE REAL ESTATE RECORDS OF WAGONER COUNTY, OKLAHOMA BE A CONTINUING LIEN ON SUCH RECORD OWNER'S LOT AND THE PERSONAL OBLIGATION OF THE RECORD OWNER OF SUCH LOT AT THE TIME OF SUCH ASSESSMENT UNTIL PAID IN FULL. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED IN
- 7. THE COVENANTS SET FORTH IN THIS SECTION G. SHALL BE ENFORCEABLE AS PROVIDED FOR HEREIN AND BY THE RECORD OWNER OF ANY LOT OR PARCEL WITHIN THE SUBDIVISION, OTHER THAN THE RECORD OWNER OF LOT 1, BLOCK 1 AND BY ACCEPTANCE OF THE DEED THEREFOR, THE RECORD OWNER OF THE LOT, OTHER THAN THE RECORD OWNER OF LOT 1, BLOCK 1, FOR ITSELF AND ITS GRANTEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND
- 8. THE COVENANTS SET FORTH IN THIS SECTION G. SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA AND BY ACCEPTANCE OF A DEED THEREFOR, THE RECORD OWNER OF A LOT OR PARCEL OTHER THAN THE RECORD OWNER OF LOT 1, BLOCK 1, OR ANY PORTION THEREOF, FOR ITSELF AND ITS GRANTEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

H. RESERVE AREAS "A" AND "B" - DETENTION AREAS AND EASEMENTS.

- 1. THE OWNER DOES HEREBY DEDICATE TO THE CITY OF BROKEN ARROW, OKLAHOMA FOR PUBLIC USE (SUBJECT TO EASEMENTS DEDICATED BY THIS DEED OF DEDICATION AND OF RECORD) A PERPETUAL NON-EXCLUSIVE EASEMENT ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE RESERVE AREA "A" AND RESERVE AREA "B" (HEREINAFTER REFERRED TO AS THE "DETENTION AREAS") AND ON, OVER, AND ACROSS THE EASEMENTS DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS DRAINAGE EASEMENTS FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FOR LANDSCAPING THEREIN.
- 2. DETENTION. RETENTION. AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE DETENTION AREAS SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA. THE AREA INDICATED AS "RETAINING WALL EASEMENT" IN RESERVE AREA 'A' ON THE ACCOMPANYING PLAT IS TO BE USED FOR THE CONSTRUCTION AND MAINTENANCE OF A RETAINING WALL."
- 3. SUBJECT TO THE PLANNED UNIT DEVELOPMENT RESTRICTIONS OF THE SUBDIVISION, NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN, UPON, ACROSS OR UNDER THE DETENTION AREAS, NOR SHALL THERE BE ANY ALTERATION OF GRADES OR CONTOURS IN THE DETENTION AREAS UNLESS APPROVED BY THE STORMWATER MANAGER OF THE CITY OF BROKEN ARROW, OKLAHOMA EXCEPT THE FENCING REFERRED TO BELOW WITHIN RESERVE AREA "B" IS AND HAS BEEN APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA; PROVIDED HOWEVER, THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF LESS THAN TWO AND ONE HALF (2½) INCHES SHALL NOT REQUIRE THE APPROVAL OF THE STORMWATER MANAGER OF THE CITY OF BROKEN ARROW, OKLAHOMA AND THE FENCING REFERRED TO BELOW WITHIN RESERVE AREA "B" AND THE RETAINING WALL EASEMENT AND MAE WITHIN RESERVE AREA "A" ARE APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA. THE OWNER OF A LOT UPON WHICH RESERVE AREA A AND B OR A DRAINAGE EASEMENT OR A STORM SEWER EASEMENT IS LOCATED SHALL HAVE THE RIGHT TO: (i) GRANT TO OTHER UTILITY COMPANIES AND THIRD PARTIES THE RIGHT TO INSTALL OTHER UTILITIES WITHIN SUCH RESERVE AREA OR DRAINAGE FASEMENT OR STORM SEWER EASEMENT: OR (ii) INSTALL ASPHALT AND CONCRETE PAVING AND DRIVEWAYS AND LANDSCAPING AND VARIOUS OTHER TYPES OF UTILITY RELATED IMPROVEMENTS ON, OVER AND WITHIN SUCH RESERVE AREA AND/OR DRAINAGE EASEMENT OR STORM SEWER EASEMENT SO LONG AS THE FLOW. CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION IS NOT IMPEDED.
- 4. DETENTION. RETENTION. AND OTHER DRAINAGE FACILITIES WITHIN THE DETENTION AREAS AND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE NORTHEAST CROSSROADS OWNERS ASSOCIATION AND THE COSTS SHALL BE ALLOCATED AMONG THE MEMBERS OF NORTHEAST CROSSROADS OWNERS ASSOCIATION WHICH SHALL BE COMPRISED OF ALL OF OWNERS OF THE LOTS OR PARCELS WITHIN THE SUBDIVISION EXCEPT THE RECORD OWNER OF LOT 1, BLOCK 1, IN ACCORDANCE WITH THE TERMS OF THE JUNIOR DECLARATION OF EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND BELOW TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE NORTHEAST CROSSROADS OWNERS ASSOCIATION SHALL PROVIDE CUSTOMARY MAINTENANCE WITHIN THE DETENTION AREAS IN ACCORDANCE WITH THE FOLLOWING STANDARDS
- A. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS NOT EXCEEDING FOUR WEFKS. B. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- THE DETENTION AREAS SHALL BE KEPT FREE OF OBSTRUCTION AND DEBRIS. D. TRICKLE CHANNELS, IF ANY, LOCATED WITHIN DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE CLEANED OF SILTATION AND VEGETATION AT LEAST TWICE YEARLY.
- 5. IN THE EVENT THE NORTHEAST CROSSROADS OWNERS ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES WITHIN THE DETENTION AREAS OR DRAINAGE EASEMENTS OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF THE GRADE OR CONTOUR WITHIN THE DETENTION AREAS OR DRAINAGE EASEMENTS, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENTS 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 NORTHEAST CROSSROADS OWNERS ASSOCIATION EXCEPT THE RECORD OWNER OF LOT 1, BLOCK 1, WHICH IS NOT SUBJECT TO THESE TERMS. IN THE EVENT THE NORTHEAST CROSSROADS OWNERS ASSOCIATION FAILS TO PAY THE COST OF SUCH MAINTENANCE AFTER COMPLETION BY THE CITY OF BROKEN ARROW. OKLAHOMA 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 SUCH COSTS SHALL BE A LIEN AGAINST EACH LOT OR PARCEL WITHIN NORTHEAST CROSSROADS, EXCEPT LOT 1, BLOCK 1, WHICH IS NOT SUBJECT TO THESE TERMS, PROVIDED THE LIEN AGAINST A LOT OR PARCEL SHALL NOT EXCEED THE PERCENTAGE THAT THE AREA OF A LOT OR PARCEL BEARS TO THE TOTAL AREA OF ALL THE LOTS OR PARCELS, EXCEPT LOT 1, BLOCK 1, WITHIN NORTHEAST CROSSROADS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.
- 6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH H. SHALL FURTHER BE ENFORCEABLE AS PROVIDED BY THE RECORD OWNERS OF LOTS OR PARCELS OF THIS SUBDIVISION AND BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY ACCEPTANCE OF A DEED THEREFOR, THE RECORD OWNER OF ANY SUCH LOT OR PARCEL, OTHER THAN THE RECORD OWNER OF LOT 1, BLOCK 1, FOR ITSELF AND ITS GRANTEES, SUCCESSORS AND ASSIGNS, AGREES
- 7. NO GRADING CHANGES ALLOWED WITHIN THE NORTH 100 FEET OF RESERVE AREA "B" WITHOUT PRIOR WRITTEN APPROVAL OF THE OWNER OF THE 100 FEET WIDE ELECTRIC TRANSMISSION EASEMENT THEREON UNDER NO CIRCUMSTANCES SHALL THE ABILITY OF THE OWNER OF THE ELECTRIC TRANSMISSION EASEMENT TO ACCESS AND TRAVERSE IT'S EASEMENT BE IMPEDED.
- 8. THE OWNER DOES HEREBY GRANT TO THE OWNER OF LOT 1, BLOCK 1, A NON-EXCLUSIVE PERPETUAL EASEMENT ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AS THE "RETAINING WALL EASEMENT" WITHIN RESERVE AREA "A" AS SHOWN ON THE ACCOMPANYING PLAT (HEREINAFTER REFERRED TO AS THE "RETAINING WALL EASEMENT"). FOLLOWING COMPLETION OF CONSTRUCTION OF IMPROVEMENTS WITHIN THE RETAINING WALL EASEMENT. THE OWNER OF LOT 1. BLOCK 1 DEPICTED ON THE ACCOMPANYING PLAT SHALL MAINTAIN, REPAIR AND REPLACE, AS NECESSARY, THE RETAINING WALL LOCATED WITHIN THE RETAINING WALL EASEMENT IN GOOD CONDITION.

I. RESERVE AREAS "C". "D". "E". "F". "G". "H". "I" AND "J"

RESERVE AREAS "C", "D", "E", "F", "G", "H", "I", AND "J", AS DESIGNATED ON THE ACCOMPANYING PLAT, ARE NOT DEDICATED TO THE PUBLIC AS PART OF EAST HILLSIDE DRIVE AND NORTH 38TH STREET, AND ARE HEREBY ESTABLISHED AS RESERVE AREAS FOR THE INSTALLATION OF LANDSCAPING AND THE CONSTRUCTION OF SIGNS, PLANTERS AND OTHER PHYSICAL IMPROVEMENTS. MAINTENANCE OF THE RESERVE AREAS SHALL BE BY AND AT THE EXPENSE OF NORTHEAST CROSSROADS OWNERS ASSOCIATION AND THE COSTS SHALL BE ALLOCATED AMONG THE MEMBERS OF NORTHEAST CROSSROADS OWNERS ASSOCIATION, EXCEPT THE RECORD OWNER OF LOT 1, BLOCK 1, WHICH SHALL NOT BE A MEMBER OF NORTHEAST CROSSROADS OWNERS ASSOCIATION AND SHALL NOT BE SUBJECT TO THESE TERMS. SHOULD NORTHEAST CROSSROADS OWNERS ASSOCIATION NOT PROPERLY MAINTAIN THE RESERVE AREAS, THE CITY OF BROKEN ARROW, ITS CONTRACTORS OR AGENTS, MAY ENTER THEREON AND PERFORM SUCH MAINTENANCE AND THE COST OF SUCH MAINTENANCE SHALL BE PAID BY NORTHEAST CROSSROADS OWNERS ASSOCIATION, EXCEPT THE RECORD OWNER OF LOT 1, BLOCK 1, WHICH IS NOT SUBJECT TO THESE TERMS. IN THE EVENT NORTHEAST CROSSROADS OWNERS ASSOCIATION FAILS TO PAY THE COST OF SUCH MAINTENANCE AFTER COMPLETION BY THE CITY OF BROKEN ARROW 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 SUCH COSTS SHALL BE A LIEN AGAINST EACH LOT OR PARCEL WITHIN NORTHEAST CROSSROADS EXCEPT LOT 1, BLOCK 1, WHICH IS NOT SUBJECT TO THE THESE TERMS; PROVIDED, THE LIEN AGAINST A LOT OR PARCEL SHALL NOT EXCEED THE PERCENTAGE THAT THE AREA OF A LOT OR PARCEL BEARS TO THE TOTAL AREA OF ALL OF THE LOTS OR PARCELS, EXCEPT LOT 1, BLOCK 1, WITHIN NORTHEAST CROSSROADS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW.

J. NORTHEAST CROSSROADS OWNERS ASSOCIATION

THE NORTHEAST CROSSROADS OWNERS ASSOCIATION SHALL BE FORMED FOR THE PURPOSES OF ADMINISTRATION AND MAINTENANCE OF THE RESERVE AREAS AND DRAINAGE EASEMENTS OF NORTHEAST CROSSROADS. PROVIDED; HOWEVER, THAT THE RECORD OWNER OF LOT 1, BLOCK 1, SHALL NOT BE LIABLE FOR THE PAYMENT OF ANY ADMINISTRATION AND MAINTENANCE COSTS ASSOCIATED WITH THE RESERVE AREAS AND DRAINAGE EASEMENTS OF NORTHEAST CROSSROADS. ALL COSTS INCURRED BY NORTHEAST CROSSROADS OWNERS ASSOCIATION IN CONNECTION WITH ITS OBLIGATIONS SET FORTH HEREIN SHALL BE ALLOCATED AMONG ALL OF THE RECORD OWNERS OF THE LOTS OR PARCELS WHICH ARE SUBJECT TO THE TERMS OF THIS PLAT AND THE JUNIOR DECLARATION OF EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND (THE "ECR") FILED IN THE REAL ESTATE RECORDS OF WAGONER COUNTY, OKLAHOMA AFTER THE PLAT IS RECORDED. IMMEDIATELY FOLLOWING THE FILING OF THE PLAT OF THE SUBDIVISION, THE ECR SHALL BE FILED IN THE REAL PLAT OF THE SUBDIVISION, THE ECR SHALL BE FILED IN THE REAL PLAT OF THE SUBDIVISION, THE ECR SHALL BE FILED IN THE REAL PLAT OF THE SUBDIVISION, THE ECR SHALL BE FILED IN THE REAL PLAT OF THE SUBDIVISION, THE ECR SHALL BE FILED IN THE REAL PLAT OF THE SUBDIVISION, THE ECR SHALL BE FILED IN THE REAL PLAT OF THE SUBDIVISION, THE ECR SHALL BE FILED IN THE REAL PLAT OF THE SUBDIVISION, THE ECR SHALL BE FILED IN THE REAL PLAT OF THE SUBDIVISION, THE ECR SHALL BE FILED IN THE REAL PLAT OF THE SUBDIVISION, THE ECR SHALL BE FILED IN THE REAL PLAT OF THE SUBDIVISION, THE ECR SHALL BE FILED IN THE REAL PLAT OF THE SUBDIVISION, THE ECR SHALL BE FILED IN THE REAL PLAT OF THE SUBDIVISION. ESTATE RECORDS OF WAGONER COUNTY, OKLAHOMA, WHICH WILL CONTAIN A NUMBER OF RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND PROVISIONS INCLUDING THOSE DEALING WITH RESERVE AREAS A THROUGH J AND THE DRAINAGE EASEMENTS AND WILL CONTAIN A NUMBER OF PROVISIONS SEPARATE AND APART FROM THE EASEMENTS, RESTRICTIONS AND CONDITIONS CONTAINED WITHIN THIS DEED OF DEDICATION FOR THE SUBDIVISION AND SHALL BE ENFORCEABLE ONLY AS PROVIDED FOR IN THE ECR.

K. UNLESS A PERFORMANCE BOND OR OTHER APPROVED SECURITY AS REQUIRED BY ARTICLE 11 OF THE LAND SUBDIVISION CODE OF THE CITY OF BROKEN ARROW HAS BEEN PROVIDED BY OWNER TO THE CITY, NO SITE PLAN SHALL BE APPROVED AND NO BUILDING PERMIT SHALL BE ISSUED FOR A LOT OR PARCEL IN NORTHEAST CROSSROADS UNTIL ALL PUBLIC INFRASTRUCTURE REQUIRED TO SERVE THAT LOT OR PARCEL HAS BEEN SUBSTANTIALLY COMPLETED: MAINTENANCE BONDS OR OTHER APPROVED SECURITY SHALL BE PROVIDED BY THE OWNER TO THE CITY AS REQUIRED BY THE LAND SUBDIVISION CODE PRIOR TO THE ACCEPTANCE OF A PUBLIC IMPROVEMENT.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "NORTHEAST CROSSROADS" WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD-175), PURSUANT TO THE BROKEN ARROW ZONING CODE (THE "BROKEN ARROW ZONING CODE"), AS THE BROKEN ARROW ZONING CODE EXISTED ON APRIL 26, 2007, AND PUD-175 WAS APPROVED BY THE BROKEN ARROW PLANNING COMMISSION ON APRIL 26, 2007, AND WAS APPROVED BY THE BROKEN ARROW CITY COUNCIL ON MAY 21, 2007. MINOR AMENDMENT PUD-175A WAS APPROVED BY THE BROKEN ARROW PLANNING COMMISION ON NOVEMBER 29, 2007:

WHEREAS, THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF ACHIEVING AN ORDERLY DEVELOPMENT OF PUD-175 FOR THE MUTUAL BENEFIT OF THE OWNER, IT SUCCESSORS IN TITLE, AND THE CITY OF BROKEN ARROW, OKLAHOMA: AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD INURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, SUFFICIENT TO ASSURE CONTINUED COMPLIANCE WITH THE APPROVED PUD-175

THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER AND ITS SUCCESSORS IN TITLE AND SHALL BE ENFORCEABLE BY THE OWNER, ANY PERSON OWNING A LOT OR A PARCEL IN "NORTHEAST CROSSROADS" AND BY THE CITY OF BROKEN ARROW, OKLAHOMA AS HEREINAFTER SET FORTH.

A. <u>DEVELOPMENT STANDARDS - BLOCK 1</u>

- 1. BLOCK 1 SHALL BE DEVELOPED IN ACCORDANCE WITH THE USE AND DEVELOPMENT REGULATIONS OF THE C-2 DISTRICT EXCEPT AS DESCRIBED BELOW.

THE USES PERMITTED AS A MATTER OF RIGHT IN THE 0-2, PLANNED OFFICE PARK DISTRICT AND THE C-2, PLANNED SHOPPING CENTER DISTRICT, AND USES CUSTOMARILY ACCESSORY TO PERMITTED USES SHALL BE PERMITTED EXCLUDING THE FOLLOWING USES: BARS, BILLIARD PARLOR, BOWLING ALLEY, TRADE SCHOOL, PINBALLS, ARCADES, NIGHTCLUB, OPEN AIR FLEA MARKET, PAWN SHOP, AND SKATING RINK.

3. MAXIMUM BUILDING COVERAGE:

6. ACCESS TO ABUTTING STREETS:

- THE MAXIMUM COVERAGE OF ANY BUILDING ON ANY OF LAND WITHIN BLOCK 1 SHALL NOT EXCEED 33% OF THE NET AREA.
- 4. MAXIMUM BUILDING FLOOR AREA: THE MAXIMUM FLOOR AREA OF BUILDINGS WITHIN BLOCK 1 SHALL NOT EXCEED 280,000 SQUARE FEET.
- THE MINIMUM SIZE OF LOTS WITHIN BLOCK 1 SHALL BE 12,000 SQUARE FEET

THERE SHALL BE A MAXIMUM OF THREE ACCESS POINTS TO SOUTH 209TH EAST AVENUE AND THREE ACCESS POINTS TO THE EAST HILLSIDE DRIVE. ALL ACCESS POINTS SHALL BE LOCATED AT LEAST 175 FEET APART, CENTERLINE-TO-CENTERLINE. CROSS ACCESS

7. MINIMUM LOT FRONTAGE ON PUBLIC STREET:

THE MINIMUM FRONTAGE OF A LOT ON A PUBLIC STREET SHALL BE 150 FEET.

8. LOT SPLITS:

LOT SPLITS SHALL BE PERMITTED PROVIDED EACH LOT HAS A MINIMUM FRONTAGE OF 150 FEET ON A PUBLIC STREET OR FRONTS UPON A PRIVATE DRIVE THAT PROVIDES ACCESS TO A PUBLIC STREET AND NO ADDITIONAL ACCESS POINTS ARE ESTABLISHED TO SOUTH 209TH EAST AVENUE.

MAXIMUM BUILDING HEIGHT:

THE MAXIMUM HEIGHT OF BUILDINGS WITHIN BLOCK 1 SHALL BE:

FRONT BUILDING PARAPET 45 FFFT REAR BUILDING PARAPET 35 FEET

ARCHITECTURAL ELEMENTS AND BUSINESS LOGOS MAY EXCEED MAXIMUM BUILDING HEIGHT WITH SITE PLAN APPROVAL.

150 FEET

50 FEET

50 FEET

10. OFF-STREET PARKING:

OFF STREET PARKING SPACES SHALL BE PROVIDED AS REQUIRED BY ARTICLE IV OF THE BROKEN ARROW ZONING CODE FOR THE PERMITTED USES. PART OF THE REQUIRED OFF-STREET PARKING FOR A LOT MAY BE PROVIDED ON ANOTHER LOT WITH APPROVED MUTUAL ACCESS AND PARKING COVENANTS.

11. MINIMUM BUILDING SETBACKS:

BUILDINGS WITHIN BLOCK I SHALL BE SETBACK MINIMUM DISTANCES AS FOLLOWS:

FROM THE SOUTH 209TH EAST AVE. RIGHT-OF-WAY FROM THE NORTH BOUNDARY OF PLAT FROM THE EAST BOUNDARY OF BLOCK 1

FROM THE EAST HILLSIDE DRIVE SOUTH RIGHT-OF-WAY

12. LANDSCAPING:

LANDSCAPING SHALL BE PROVIDED IN ACCORDANCE WITH ARTICLE VIII, SECTION 19 OF THE BROKEN ARROW ZONING ORDINANCE, EXCEPT THAT A LANDSCAPED EDGE OF AT LEAST 10 FEET IN WIDTH SHALL BE PROVIDED ALONG SOUTH 209TH EAST AVENUE. AT LEAST 10% OF THE NET LOT AREA OF EACH LOT SHALL BE LANDSCAPED OPEN SPACE. THE AMOUNT OF LANDSCAPED AREA SHALL BE CALCULATED AND SHOWN ON THE SITE PLAN SUBMITTED TO THE PLANNING

A LANDSCAPED AREA AT LEAST 100 FEET IN WIDTH SHALL BE PROVIDED WITHIN RESERVE B. AT LEAST ONE TREE SHALL BE PROVIDED PER 25 LINEAL FEET OF THE NORTH BOUNDARY OF RESERVE B. AT LEAST HALF OF THESE TREES SHALL BE EVERGREEN. THE 100 FEET WIDE LANDSCAPED AREA SHALL BE

MAINTAINED BY THE NORTHEAST CROSSROADS OWNERS ASSOCIATION, WHICH WILL NOT INCLUDE THE OWNER OF LOT 1, BLOCK 1 AS A MEMBER.

SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH ARTICLE IX, SIGN REGULATIONS OF THE CITY OF BROKEN ARROW ZONING ORDINANCE EXCEPT THAT ALL SIGNS SHALL BE LIMITED TO A MAXIMUM HEIGHT OF 25 FEET AND A MAXIMUM SIZE OF 200 SQUARE FEET OF DISPLAY SURFACE AREA, PROVIDED SUCH SIGNS ARE OUTSIDE OF THE SOUTH 209TH EAST AVENUE UTILITY EASEMENT AND ARE SETBACK FROM THE SOUTH 209TH EAST AVENUE RIGHT-OF-WAY TWO FEET FOR EACH ONE FOOT OF SIGN HEIGHT ABOVE 20 FEET. AS REQUIRED BY SECTION 1.3A OF ARTICLE IX OF THE BROKEN ARROW ZONING ORDINANCE. ALL SIGNS SHALL HAVE A MONUMENT TYPE BASE. THE BASE OF THE SIGN SHALL BE OF THE SAME MATERIAL AS THE PRINCIPAL 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. THE MAXIMUM NUMBER OF FREE-STANDING SIGNS ALLOWED ON SOUTH 209TH EAST AVENUE IS TWO. NO SIGN SHALL BE LOCATED WITHIN 200 FEET OF THE NORTH BOUNDARY OF

WALL SIGNS SHALL BE PERMITTED WITH AN AGGREGATE DISPLAY SURFACE AREA OF THREE (3) SQUARE FEET FOR EACH ONE (1) FOOT OF LOT FRONTAGE ON A PUBLIC STREET.

> Certified True Copy CAROLYN KUSLER. COUNTY CLERK Wagoner County, Okla. By Ryann

CASE NO. PT07-107 DEVELOPMENT NO. 07-134 NORTHEAST CROSSROADS 12/12/2007

FINAL PLAT - SHEET 2 OF 3

Wagoner County - State of Oklahoma

FINAL PLAT OF

NORTHEAST CROSSROADS

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

14. LIGHTING:

ALL OUTDOOR LIGHT FIXTURES LOCATED IN BLOCK 1, NORTH OF A RETAIL STORE SHALL BE NO HIGHER THAN 18 FEET. ALL LIGHT POLES AND LIGHT FIXTURES SHALL BE REVIEWED AND APPROVED THROUGH A PHOTOMETRIC DESIGN IN ACCORDANCE WITH ARTICLE VII, SECTION 21, OUTDOOR LIGHTING STANDARDS OF THE BROKEN ARROW ZONING ORDINANCE. LIGHT FIXTURES SHALL BE PLACED SO AS TO DIRECT LIGHT DOWNWARD AND AWAY FROM THE NORTH PROPERTY BOUNDARY.

ALL EXTERIOR LIGHTING SHALL BE INSTALLED IN ACCORDANCE WITH ARTICLE VIII, SECTION 21, OUTDOOR LIGHTING STANDARDS, OF THE BROKEN ARROW ZONING CODE. ALL EXTERIOR LIGHTS SHALL BE LOCATED OUTSIDE THE UTILITY EASEMENTS LOCATED ALONG SOUTH 209TH EAST AVENUE. LIGHT POLE LOCATIONS SHALL BE SHOWN ON THE SITE PLAN SUBMITTED TO THE PLANNING COMMISSION. THE DISTANCE FROM THE LIGHT FIXTURE TO THE PARKING LOT SURFACE SHALL NOT EXCEED 35 FEET IN HEIGHT IN BLOCK 1. LIGHT POLES AND FIXTURES DESIGNS SHALL BE SUBMITTED TO AND APPROVED BY THE PLANNING DEPARTMENT PRIOR TO BUILDING PERMIT ISSUANCE. A LIGHT FIXTURE ON A CANOPY SHALL BE DESIGNED SO THAT THE LIGHT FIXTURE IS NOT VISIBLE FROM ANY PUBLIC STREET.

15. BUILDING FACADES:

THE BUILDING FACADES SHALL BE DESIGNED IN ACCORD WITH THE PROVISIONS OF ARTICLE VI, SECTION 16.9 OF THE BROKEN ARROW ZONING CODE.

16. SCREENING:

A MINIMUM EIGHT FEET HIGH MASONRY FENCE OR WALL SHALL BE CONSTRUCTED ALONG THE ENTIRE NORTH BOUNDARY OF BLOCK 1 AND WITHIN RESERVE B. THE FENCE OR WALL SHALL BE LOCATED WITHIN RESERVE B, APPROXIMATELY 100 FEET SOUTH OF THE NORTH PROPERTY BOUNDARY OF RESERVE B, WHICH IS THE SOUTHERN EDGE OF AN ELECTRIC EASEMENT IN FAVOR OF PUBLIC SERVICE COMPANY OF OKLAHOMA.

THE SCREENING FENCE OR WALL SHALL BE MAINTAINED BY THE NORTHEAST CROSSROADS OWNERS ASSOCIATION.

FENCE DETAILS AND DESIGN SHALL BE SUBMITTED WITH THE LANDSCAPE PLAN FOR THE DEVELOPMENT OF LOT 1, BLOCK 1 OR FOR THE DEVELOPMENT OF RESERVE B.

17. SOLID WASTE DISPOSAL:

ANY DUMPSTERS IN BLOCK 1 SHALL BE SCREENED WITH AN OPAQUE FENCE THAT IS HIGHER THAN THE DUMPSTER WITH A MINIMUM HEIGHT OF 6 FEET.

TRASH, WASTE AND RECYCLING COMPACTORS SHALL BE USED ONLY BETWEEN THE HOURS OF 8:00 A.M. AND 8:00 P.M. COMPACTORS SHALL NOT BE USED FROM 8:00 P.M. TO 8:00 A.M.

B. <u>DEVELOPMENT STANDARDS - BLOCKS 2 AND 3</u>

1. BLOCKS 2 AND 3 SHALL BE DEVELOPED IN ACCORDANCE WITH THE USE AND DEVELOPMENT REGULATIONS OF THE C-2 DISTRICT EXCEPT AS DESCRIBED

2. PERMITTED USES:

THE USES PERMITTED AS A MATTER OF RIGHT IN THE O-2, PLANNED OFFICE PARK DISTRICT AND THE C-2, PLANNED SHOPPING CENTER DISTRICT, AND USES CUSTOMARILY ACCESSORY TO PERMITTED USES SHALL BE PERMITTED EXCLUDING THE FOLLOWING USES: BARS, BILLIARD PARLOR, BOWLING ALLEY, TRADE SCHOOL, PINBALLS, ARCADES, NIGHTCLUB, OPEN AIR FLEA MARKET, PAWN SHOP, AND SKATING RINK.

3. MAXIMUM BUILDING COVERAGE:

THE MAXIMUM COVERAGE OF ANY BUILDING ON ANY OF LAND WITHIN BLOCKS 2 AND 3 SHALL NOT EXCEED 33% OF THE NET LOT AREA.

4. MAXIMUM BUILDING FLOOR AREA:

THE MAXIMUM FLOOR AREA OF BUILDINGS WITHIN BLOCKS 2 AND 3 SHALL NOT EXCEED 250,000 SQUARE FEET.

5. MINIMUM LOT SIZE

THE MINIMUM SIZE OF LOTS WITHIN BLOCKS 2 AND 3 SHALL BE 12,000 SQUARE FEET.

6. ACCESS TO ABUTTING STREETS:

THERE SHALL BE A MAXIMUM OF THREE ACCESS POINTS TO SOUTH 209TH EAST AVENUE AND THREE ACCESS POINTS TO EAST KENOSHA STREET. ALL ACCESS POINTS SHALL BE LOCATED AT LEAST 175 FEET APART, CENTERLINE—TO—CENTERLINE. THE CITY OF BROKEN ARROW IS IN THE PROCESS OF PREPARING PLANS TO WIDEN EAST KENOSHA STREET TO FIVE LANES. WHILE THERE WILL BE A RAISED MEDIAN ALONG EAST KENOSHA STREET, ACCESS THROUGH THIS MEDIAN TO NORTH 38TH STREET WILL BE PERMITTED. NO ACCESS, HOWEVER, SHALL BE ALLOWED TO EAST KENOSHA STREET WITHIN THE EAST 300 FEET OF BLOCK 3.

7. MINIMUM LOT FRONTAGE ON PUBLIC STREET.

THE MINIMUM FRONTAGE OF A LOT ON A PUBLIC STREET SHALL BE 150 FEET.

8. LOT SPLITS:

LOT SPLITS SHALL BE PERMITTED PROVIDED EACH LOT HAS A MINIMUM FRONTAGE OF 150 FEET ON A PUBLIC STREET OR FRONTS UPON A PRIVATE DRIVE THAT PROVIDES ACCESS TO A PUBLIC STREET AND NO ADDITIONAL ACCESS POINTS ARE ESTABLISHED TO SOUTH 209TH EAST AVENUE AND EAST KENOSHA STREET.

9. MAXIMUM BUILDING HEIGHT

THE MAXIMUM BUILDING HEIGHT OF BUILDINGS WITHIN BLOCKS 2 AND 3 SHALL BE 35 FEET.

ARCHITECTURAL ELEMENTS AND BUSINESS LOGOS MAY EXCEED MAXIMUM BUILDING HEIGHT WITH SITE PLAN APPROVAL.

10. OFF-STREET PARKING:

OFF-STREET PARKING SPACES SHALL BE PROVIDED AS REQUIRED BY ARTICLE IV OF THE BROKEN ARROW ZONING CODE FOR THE PERMITTED USES. PART OF THE REQUIRED OFF-STREET PARKING FOR A LOT MAY BE PROVIDED ON ANOTHER LOT WITH APPROVED MUTUAL ACCESS AND PARKING COVENANTS.

11. MINIMUM BUILDING SETBACKS:

BUILDING WITHIN BLOCKS 2 AND 3 SHALL BE SETBACK MINIMUM DISTANCES AS FOLLOWS:

FROM THE SOUTH 209TH EAST AVE. RIGHT-OF-WAY
FROM THE EAST KENOSHA STREET RIGHT-OF-WAY
FROM THE NORTH 38TH STREET RIGHT-OF-WAY

FROM THE EAST HILLSIDE DRIVE RIGHT-OF-WAY

50 FEET 50 FEET 50 FEET 50 FEET

25 FEET

FROM THE EAST BOUNDARY OF BLOCK 3.

INTERNAL SETBACKS SHALL BE ESTABLISHED BY SITE PLAN.

12. LANDSCAPING:

LANDSCAPING SHALL BE PROVIDED IN ACCORDANCE WITH ARTICLE VIII, SECTION 19 OF THE BROKEN ARROW ZONING ORDINANCE, EXCEPT THAT A LANDSCAPED EDGE OF AT LEAST 10 FEET IN WIDTH SHALL BE PROVIDED ALONG SOUTH 209TH EAST AVENUE AND EAST KENOSHA STREET. AT LEAST 10% OF THE NET LOT AREA OF EACH LOT SHALL BE LANDSCAPED OPEN SPACE. THE AMOUNT OF LANDSCAPED AREA SHALL BE CALCULATED AND SHOWN ON THE SITE PLAN SUBMITTED TO THE PLANNING COMMISSION. NO PARKING SPACES SHALL BE LOCATED ADJACENT TO THE LANDSCAPED EDGE ALONG 209TH EAST AVENUE. LOADING SPACES, HOWEVER, ARE PERMISSIBLE.

13. SIGNS:

SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH ARTICLE IX, SIGN REGULATIONS OF THE CITY OF BROKEN ARROW ZONING ORDINANCE EXCEPT AS DESCRIBED BELOW. NO PORTABLE SIGNS OR BANNERS SHALL BE PLACED ON ANY OF THE LOTS OR ON ANY LIGHT POLES ON THE LOT. THE MAXIMUM NUMBER OF FREE—STANDING SIGNS ALLOWED ON SOUTH 209TH EAST AVENUE IN BLOCK 2 IS 2. THE MAXIMUM NUMBER OF FREE—STANDING SIGNS ALLOWED ON EAST KENOSHA STREET IS 5, 4 OF WHICH SHALL NOT EXCEED 15 FEET IN HEIGHT AND A MAXIMUM SIZE OF 80 SQUARE FEET, AND ONE OFF—PREMISES CENTER AND TENANT IDENTIFICATION SIGN WHICH SHALL BE LIMITED TO A MAXIMUM HEIGHT OF 30 FEET AND A MAXIMUM SIZE OF 200 SQUARE FEET, PROVIDED SUCH CENTER AND TENANT IDENTIFICATION SIGN IS OUTSIDE OF THE EAST KENOSHA STREET UTILITY EASEMENT AND IS SETBACK FROM THE EAST KENOSHA STREET RIGHT—OF—WAY TWO FEET FOR EACH ONE FOOT OF SIGN HEIGHT ABOVE 20 FEET AS REQUIRED BY SECTION 1.3A OF ARTICLE IX OF THE BROKEN ARROW ZONING ORDINANCE. ALL SIGNS SHALL HAVE A MONUMENT TYPE BASE. THE BASE OF THE SIGN SHALL BE OF THE SAME MATERIAL AS THE PRINCIPAL BUILDING ON THE LOT. NO SIGNS SHALL BE LOCATED WITHIN THE NORTH 100' OF LOT 1, BLOCK 1 OR RESERVE AREA "B'

WALL SIGNS SHALL BE PERMITTED WITH AN AGGREGATE DISPLAY SURFACE AREA OF THREE (3) SQUARE FEET FOR EACH ONE (1) FOOT OF LOT FRONTAGE ON A PUBLIC STREET.

14. LIGHTING:

ALL EXTERIOR LIGHTING SHALL BE INSTALLED IN ACCORDANCE WITH ARTICLE VIII, SECTION 21, OUTDOOR LIGHTING STANDARDS, OF THE BROKEN ARROW ZONING CODE. ALL EXTERIOR LIGHTS SHALL BE LOCATED OUTSIDE THE UTILITY EASEMENTS ALONG SOUTH 209TH EAST AVENUE, NORTH 38TH STREET, EAST HILLSIDE DRIVE AND EAST KENOSHA STREET. LIGHT POLE LOCATIONS SHALL BE SHOWN ON THE SITE PLAN SUBMITTED TO THE PLANNING COMMISSION. THE DISTANCE FROM THE LIGHT FIXTURE TO THE PARKING LOT SURFACE SHALL NOT EXCEED 35 FEET IN HEIGHT IN BLOCK 2 AND 3. LIGHT FIXTURES SHALL BE PARALLEL TO THE GROUND SURFACE. LIGHT POLES AND FIXTURES DESIGNS SHALL BE SUBMITTED TO AND APPROVED BY THE PLANNING DEPARTMENT PRIOR TO BUILDING PERMIT ISSUANCE. A LIGHT FIXTURE ON A CANOPY SHALL BE DESIGNED SO THAT THE LIGHT FIXTURE IS NOT VISIBLE FROM ANY PUBLIC STREET. NO LIGHTS SHALL BE LOCATED WITHIN THE NORTH 100' OF LOT 1, BLOCK 1 OR RESERVE AREA "B" WITHOUT WRITTEN APPROVAL BY PSO.

15. BUILDING FACADES:

WHERE APPLICABLE, THE BUILDING FACADES SHALL BE DESIGNED IN ACCORD WITH THE PROVISIONS OF ARTICLE VI, SECTION 16.9 OF THE BROKEN ARROW ZONING CODE.

16. SOLID WASTE DISPOSAL:

ANY DUMPSTERS IN BLOCKS 2 AND 3 SHALL BE SCREENED WITH AN OPAQUE FENCE THAT IS HIGHER THAN THE PROPOSED DUMPSTER, WITH A MINIMUM HEIGHT OF 6 FEET.

C. <u>DEVELOPMENT STANDARDS - BLOCK 4</u>

1. BLOCK 4 SHALL BE DEVELOPED IN ACCORDANCE WITH THE USE AND DEVELOPMENT REGULATIONS OF THE C-2 DISTRICT EXCEPT AS DESCRIBED BELOW.

2. PERMITTED USES:

THE USES PERMITTED AS A MATTER OF RIGHT IN THE O-2, PLANNED OFFICE PARK DISTRICT AND THE C-2, PLANNED SHOPPING CENTER DISTRICT, AND USES CUSTOMARILY ACCESSORY TO PERMITTED USES SHALL BE PERMITTED EXCLUDING THE FOLLOWING USES: BARS; BILLIARD PARLOR; BOWLING ALLEY; TRADE SCHOOL; PINBALLS, ARCADES; NIGHTCLUB; OPEN AIR FLEA MARKET; PAWN SHOP; AND SKATING RINK.

3. MAXIMUM BUILDING COVERAGE:

THE MAXIMUM COVERAGE OF ANY BUILDING ON ANY OF LAND WITHIN BLOCK 4 SHALL NOT EXCEED 33% OF THE NET LOT AREA.

4. MAXIMUM BUILDING FLOOR AREA:

THE MAXIMUM FLOOR AREA OF BUILDINGS WITHIN BLOCK 4 SHALL NOT EXCEED 100,000 SQUARE FEET.

5. MINIMUM LOT SIZE:

THE MINIMUM SIZE OF LOTS WITHIN BLOCK 4 SHALL BE 12,000 SQUARE FEET.

6. ACCESS TO ABUTTING STREETS:

ACCESS SHALL BE PROVIDED FROM BLOCK 4 TO THE HILLSIDE DRIVE AND NORTH 38TH STREET.

7. MINIMUM LOT FRONTAGE ON PUBLIC STREET:

NO FRONTAGE ON A PUBLIC STREET SHALL BE REQUIRED.

8 LOT SPLITS

LOT SPLITS SHALL BE PERMITTED PROVIDED EACH LOT HAS A MINIMUM FRONTAGE OF 100 FEET UPON A PRIVATE DRIVEWAY THAT PROVIDES ACCESS TO A PUBLIC STREET.

9. MAXIMUM BUILDING HEIGHT:

THE MAXIMUM HEIGHT OF BUILDINGS WITHIN BLOCK 4 SHALL BE AS FOLLOWS:

50 FEET

35 FEET

HOTEL OFFICE OTHER USES

ARCHITECTURAL ELEMENTS AND BUSINESS LOGOS MAY EXCEED MAXIMUM BUILDING HEIGHT WITH SITE PLAN APPROVAL.

10. OFF-STREET PARKING:

OFF STREET PARKING SPACES SHALL BE PROVIDED AS REQUIRED BY ARTICLE IV OF THE BROKEN ARROW ZONING CODE FOR THE PERMITTED USES. PART OF THE REQUIRED OFF—STREET PARKING FOR A LOT MAY BE PROVIDED ON ANOTHER LOT WITH APPROVED MUTUAL ACCESS AND PARKING COVENANTS.

11. MINIMUM BUILDING SETBACKS:

BUILDINGS WITHIN BLOCK 4 SHALL BE SETBACK A MINIMUM OF 50 FEET FROM ALL BOUNDARIES OF BLOCK 4.

12. LANDSCAPING:

LANDSCAPING SHALL BE PROVIDED IN ACCORDANCE WITH ARTICLE VIII, SECTION 19 OF THE BROKEN ARROW ZONING ORDINANCE. AT LEAST 10% OF THE NET LOT AREA OF EACH LOT SHALL BE LANDSCAPED OPEN SPACE. THE AMOUNT OF LANDSCAPED AREA SHALL BE CALCULATED AND SHOWN ON THE SITE PLAN SUBMITTED TO THE PLANNING COMMISSION.

13. SIGNS:

SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH ARTICLE IX, SIGN REGULATIONS OF THE CITY OF BROKEN ARROW ZONING ORDINANCE EXCEPT AS PROVIDED BELOW. ALL TENANT SIGNS SHALL BE LIMITED TO A MAXIMUM HEIGHT OF 15 FEET AND A MAXIMUM SIZE OF 80 SQUARE FEET. NO PORTABLE SIGNS OR BANNERS SHALL BE PLACED ON ANY OF THE LOTS OR ON ANY LIGHT POLES ON THE LOT. THE MAXIMUM NUMBER OF FREE—STANDING SIGNS IN BLOCK 4 SHALL BE 2, PROVIDED ONE ADDITIONAL OFF—PREMISES CENTER AND TENANT IDENTIFICATION SIGN MAY BE PLACED ALONG THE EAST BOUNDARY OF BLOCK 4 ADJACENT TO THE TURNPIKE RIGHT—OF—WAY, WHICH SIGN SHALL BE LIMITED AS PROVIDED BY THE ZONING ORDINANCE. ALL TENANT SIGNS SHALL HAVE A MONUMENT TYPE BASE. THE BASE OF THE SIGN SHALL BE OF THE SAME MATERIAL AS THE PRINCIPAL BUILDING ON THE LOT.

WALL SIGNS SHALL BE PERMITTED WITH AN AGGREGATE DISPLAY SURFACE AREA OF THREE (3) SQUARE FEET FOR EACH ONE (1) FOOT OF LOT FRONTAGE ON

14. LIGHTING:

ALL EXTERIOR LIGHTING SHALL BE INSTALLED IN ACCORDANCE WITH ARTICLE VIII, SECTION 21, OUTDOOR LIGHTING STANDARDS, OF THE BROKEN ARROW ZONING CODE. ALL EXTERIOR LIGHTS SHALL BE LOCATED OUTSIDE OF UTILITY EASEMENTS. LIGHT POLE LOCATIONS SHALL BE SHOWN ON THE SITE PLAN SUBMITTED TO THE PLANNING COMMISSION. THE DISTANCE FROM THE LIGHT FIXTURE TO THE PARKING LOT SURFACE SHALL NOT EXCEED 35 FEET IN HEIGHT IN BLOCK 4. LIGHT FIXTURES SHALL BE PARALLEL TO THE GROUND SURFACE. LIGHT POLES AND FIXTURES DESIGNS SHALL BE SUBMITTED TO AND APPROVED BY THE PLANNING DEPARTMENT PRIOR TO BUILDING PERMIT ISSUANCE. A LIGHT FIXTURE ON A CANOPY SHALL BE DESIGNED SO THAT THE LIGHT FIXTURE IS NOT VISIBLE FROM ANY PUBLIC STREET. NO LIGHTS SHALL BE LOCATED WITHIN THE NORTH 100' OF LOT 1, BLOCK 1 OR RESERVE AREA "B" WITHOUT WRITTEN APPROVAL BY PSO.

15. BUILDING FACADES:

WHERE APPLICABLE, THE BUILDING FACADES SHALL BE DESIGNED IN ACCORD WITH THE PROVISIONS OF ARTICLE VI, SECTION 16.9 OF THE BROKEN ARROW ZONING CODE.

16. SOLID WASTE DISPOSAL:

ANY DUMPSTERS WITHIN BLOCK 4 SHALL BE SCREENED WITH AN OPAQUE FENCE THAT IS HIGHER THAN THE PROPOSED DUMPSTER WITH A MINIMUM HEIGHT OF SIX FEET.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. <u>ENFORCEMENT</u>

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS GRANTEES, SUCCESSORS, AND ASSIGNES. WITHIN THE PROVISIONS OF SECTION I, STREETS, EASEMENTS, AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO AND WHETHER OR NOT THEREIN SO STATED THE COVENANTS WITHIN SECTION I SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. IF THE UNDERSIGNED OWNER, OR ITS GRANTEES, SUCCESSORS, OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION I. A SUPPLIER OF AN AFFECTED UTILITY SERVICE OR THE CITY OF BROKEN ARROW, OKLAHOMA, MAY BRING AN 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 OR TO RECOVER DAMAGES. THE COVENANTS CONTAINED IN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING CODE AND SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR BY THE OWNER OF ANY WITHIN THE SUBDIVISION. IF THE UNDERSIGNED OWNER, OR ITS GRANTEES, SUCCESSORS, OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II, THE CITY OF BROKEN ARROW, OKLAHOMA, OR THE OWNER OF ANY WITHIN THE SUBDIVISION MAY BRING AN 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 OR TO RECOVER DAMAGES.

B. <u>DURATION</u>

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.

C. <u>AMENDMENT</u>

THE COVENANTS CONTAINED WITHIN SECTION I STREETS EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT OR PARCEL TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND BY THE BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSOR WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II, PLANNED UNIT DEVELOPMENT RESTRICTIONS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LOT OR PARCEL TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND BY THE BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSOR, PROVIDED, AND NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, SO LONG AS TWO T'S BROKEN ARROW, LLC IS THE OWNER OF A LOT, RESERVE AREA, OR PARCEL WITHIN THE SUBDIVISION ANY AMENDMENT OF THE TERMS OF THIS DEED OF DEDICATION SHALL REQUIRE THE WRITTEN APPROVAL OF TWO T'S BROKEN ARROW, LLC OR ANY SUCCESSOR OWNER DESIGNATED BY TWO T'S BROKEN ARROW, LLC IN A DOCUMENT FILED IN THE REAL ESTATE RECORDS OF WAGONER COUNTY, OKLAHOMA. THE PROVISIONS OF AN INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. <u>SEVERABILITY</u>

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OF ANY PART HEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE

IN WITNESS WHEREOF, TWO T'S BROKEN ARROW, LLC HAS EXECUTED THIS INSTRUMENT THIS LOT DAY OF DECEMBER, 2

TWO T'S BROKEN ARROW, LLC

BY: MANAGER

COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS **20** DAY OF **December**, 2007, T'S BROKEN ARROW, LLC.

Si 8 Modull

COMMISSION AND EXPIRATION:
#99016730
EXP. 11/19/11

CERTIFICATE OF SURVEY

STATE OF OKLAHOMA

I, R. WADE BENNETT SURVEYOR, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO 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 NORTHEAST CROSSROADS, A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, IS A TRUE 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

LICENSED PROFESSIONAL LAND SURVEYOR

OKLAHOMA LICENSE NO. 1556



STATE OF OKLAHOMA)

COUNTY OF MAYES)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 19 DAY OF DECEMBED, 2007,

Diase Wen

COMMISSION AND EXPIRATION:

CERTIFICATE OF WAGONER COUNTY TREASURER

AS PROVIDED IN TITLE 11, CHAPTER 13, SECTION 514 OF THE OKLAHOMA STATUES, I HEREBY CERTIFY THAT AS TO ALL REAL ESTATE TAXES INVOLVED IN THIS PLAT, ALL SUCH TAXES HAVE BEEN PAID AS REFLECTED BY THE CURRENT TAX ROLLS AND SECURITY AS REQUIRED BY SAID SECTION 514, HAS BEEN PROVIDED IN THE AMOUNT OF \$ / One / Lee . PER TRUST RECEIPT NO. _______ TO APPLIED TO 20_____ TAXES NOT AS YET CERTIFIED

THIS CERTIFICATE IS <u>NOT</u> TO BE CONSTRUED AS PAYMENT OF 20_____ TAXES IN FULL BUT IS GIVEN IN ORDER THAT THIS PLAT MAY BE FILED ON RECORD 20 ______ TAXES COULD EXCEED THE AMOUNT OF THE SECURITY DEPOSIT.

DATED 12-21-07

Louis Marshall
WAGONER COUNTY TREASURER

CERTIFICATE OF WAGONER COUNTY CLERK

, THE COUNTY CLERK OF WAGONER COUNTY DO HERE NOW STATE THE SUBDIVISION CALLED NORTHEAST CROSSROADS HAS BEEN FILED INTO WAGONER COUNTY RECORDS.

slev. OFFIC



SEAL

Certified True Copy
CAROLYN KUSLER, COUNTY CLERK
Wagoner County, Okla.

APPROVED 12-17-07BY THE
CITY COUNCIL OF THE CITY OF
BROKEN ARROW, OKLAHOMA

Wale Mc Colol T.

MAYOR

ATTEST: CITY CLERK
L2-2007

CASE NO. PTO7-107
DEVELOPMENT NO. 07-134

NORTHEAST CROSSROADS
12/12/2007
FINAL PLAT - SHEET 3 OF 3