



**SEWER BACKFLOW PREVENTER NOTE**

A BACKFLOW PREVENTER VALVE SHALL BE INSTALLED ON THE SANITARY SEWER SERVICE LINE OF EACH LOT INDICATED IN THE BACKFLOW PREVENTER TABLE

**BACKFLOW PREVENTER TABLE**

Block	MH Top Rim	Fin Fir Elev	Backflow Preventer - Y/N
Block 1			
Lot 1	746.95	749.00	N
Lot 2	753.62	752.00	Y
Block 2			
Lot 1	748.18	749.00	N
Lot 2	748.18	745.50	Y
Lot 3	748.77	750.00	N
Lot 4	750.25	748.00	Y
Lot 5	NA	NA	NA

# Final Subdivision Plat HILLSIDE CROSSINGS PUD 207A

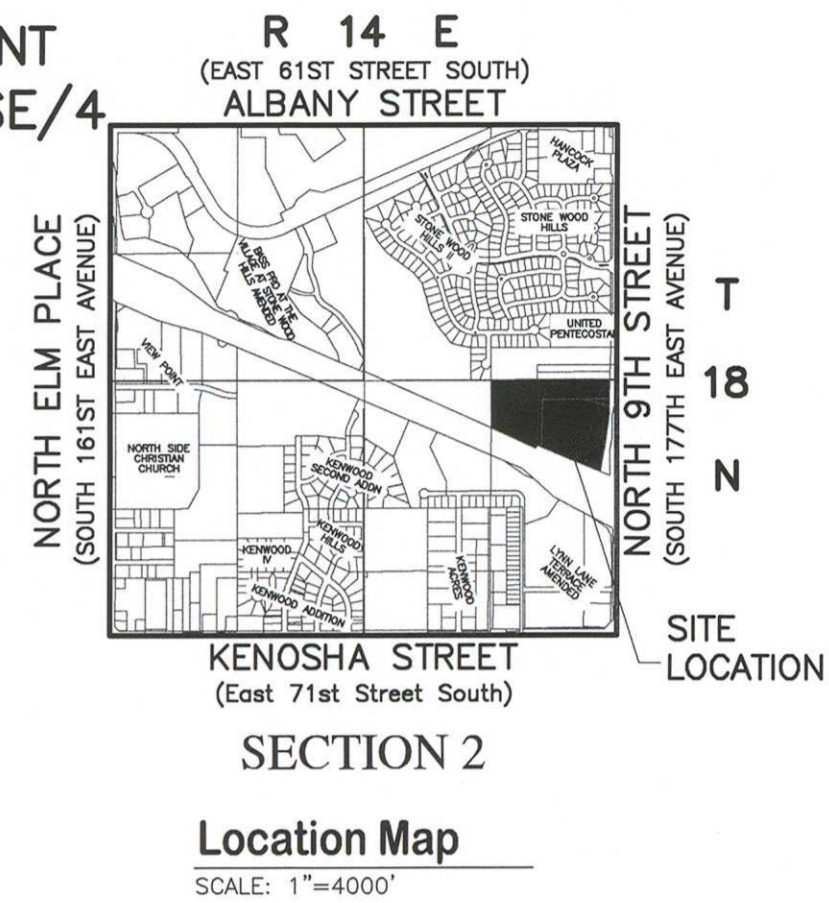
A part of the SE/4 of Section 2, T-18-N, R-14-E, of the I.B. & M, City of Broken Arrow, Tulsa County, State of Oklahoma.

Addition has 7 Lots and 1 Reserve in 2 Blocks and contains 17.23 acres, more or less.

**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 \$78,725.00 per trust receipt no. TAX ROLLS to be applied to 20 13 taxes. This certificate is NOT to be construed as payment of 20 13 taxes in full but is given in order that this plat may be filed on record. 20 13 taxes may exceed the amount of the security deposit.

Dated 20-Dec-13  
 Dennis Semko  
 Tulsa County Treasurer  
 Deputy

STATE OF OKLAHOMA )  
 COUNTY OF TULSA )  
 I, Earlene Wilson, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.  
 Dated the 20th day of Dec 2013  
 Earlene Wilson, Tulsa County Clerk  
 Deputy



**OWNER**  
 HILLSIDE DEVELOPMENT, LLC  
 4500 S 129 E Ave Suite 115  
 Tulsa, OK 74134  
 MANAGER: ROB PHILLIPS  
 PHONE: (918) 523-4000

**SURVEYOR**  
 BENNETT SURVEYING, INC.  
 P.O. BOX 848  
 Chouteau, OK 74337  
 PHONE: (918) 476-7484  
 FAX: (918) 476-7485  
 Certificate of Authorization No. 4520  
 Expires June 30, 2014

**ENGINEER**  
 WALLACE ENGINEERING  
 200 E Brady St  
 Tulsa, OK 74103  
 (918) 584-5858  
 C.A. 1460 EXP. DATE: 6/30/15  
 dburns@wallacesc.com

**BASIS OF BEARING**  
 THE BEARING BASE FOR THIS SURVEY IS ASSUMED USING THE EASTERLY LINE OF SECTION 2 BEING N 01°18'22" W.

**MONUMENTATION**

A 3/8" IRON PIN SET AT ALL CORNERS, UNLESS NOTED OTHERWISE.

**LEGEND**

- U/E = UTILITY EASEMENT
- MA/E = MUTUAL ACCESS EASEMENT
- OD/E = OVERLAND DRAINAGE EASEMENT
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT

**HILLSIDE CROSSINGS**  
 Case No. PT10-108, Development No. 09-141  
 December 10, 2013  
 SHEET 1 OF 3

STONE WOOD HILLS II  
 PLAT #5815

SHOPS AT LYNN  
 LANE PLAT #6354

OVERHEAD ELECTRIC TO PUBLIC SERVICE CO.  
 OF OKLAHOMA BOOK 1692, PAGE 107

**BENCHMARK 3**

CHISELED X ON HEADWALL  
 ELEV=752.3352  
 N=396186.5233  
 E=2623513.5295

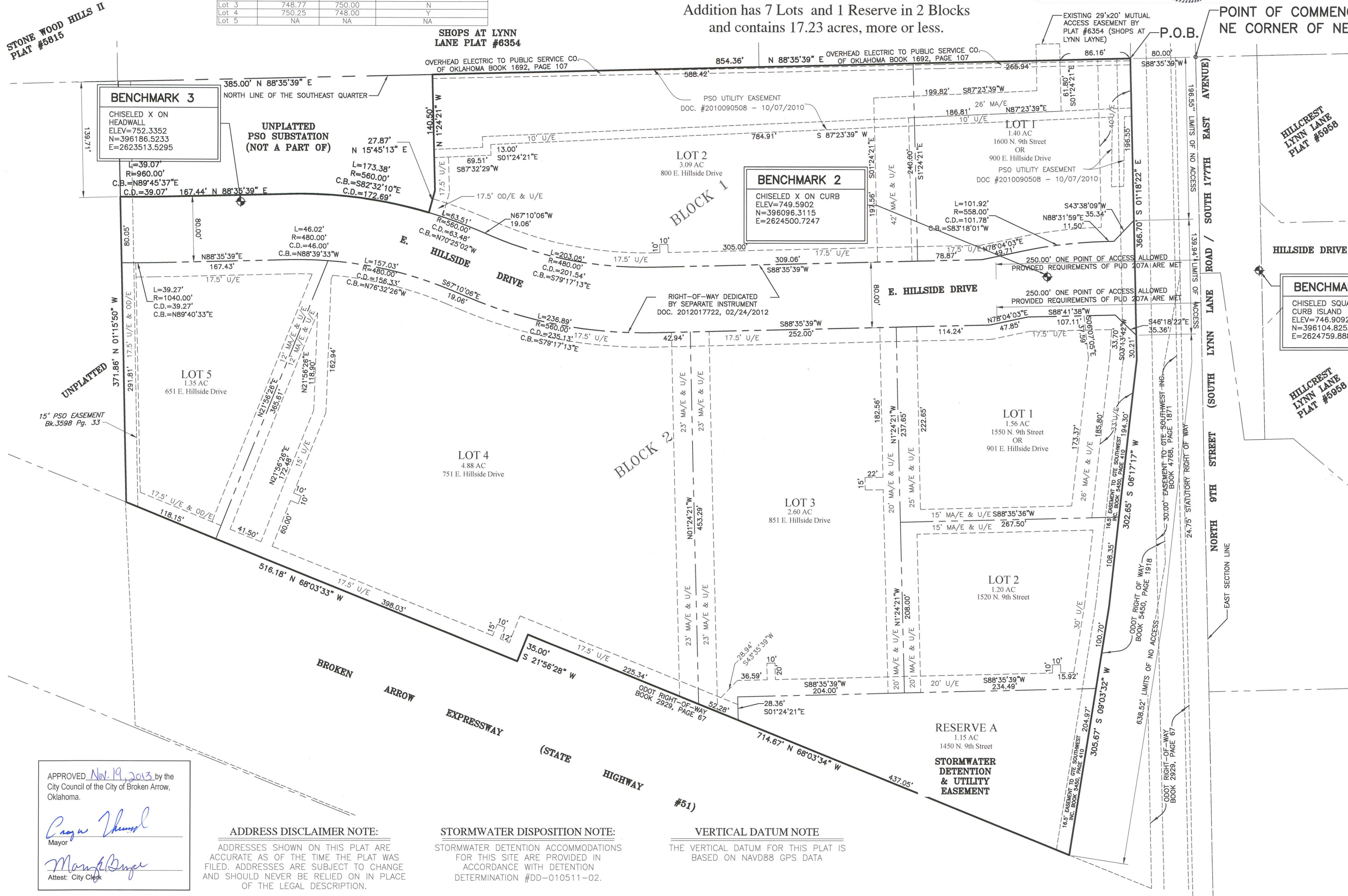
UNPLATTED  
 PSO SUBSTATION  
 (NOT A PART OF)

**BENCHMARK 2**

CHISELED X ON CURB  
 ELEV=749.5902  
 N=396096.3115  
 E=2624500.7247

**BENCHMARK 1**

CHISELED SQUARE ON CURB ISLAND  
 ELEV=746.9092  
 N=396104.8253  
 E=2624759.8888



APPROVED Nov 19, 2013 by the  
 City Council of the City of Broken Arrow,  
 Oklahoma.  
 Craig W. Thomas  
 Mayor  
 Maura Berger  
 Attest: City Clerk

**ADDRESS DISCLAIMER NOTE:**  
 ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AS OF THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

**STORMWATER DISPOSITION NOTE:**  
 STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH DETENTION DETERMINATION #DD-010511-02.

**VERTICAL DATUM NOTE**  
 THE VERTICAL DATUM FOR THIS PLAT IS BASED ON NAVD88 GPS DATA

HILLSIDE CROSSINGS  
Deed of Dedication and Declaration of Restrictive Covenants

KNOWN ALL MEN BY THESE PRESENTS:

HILLSIDE DEVELOPMENT, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREIN REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA TO-WIT:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE/4 SE/4) OF SECTION TWO (2), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE/4 SE/4) OF SECTION 2; THENCE SOUTH 88°35'39" WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE/4 SE/4), A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°18'22" EAST A DISTANCE OF 366.70 FEET; THENCE SOUTH 06°17'17" WEST A DISTANCE OF 302.65 FEET; THENCE SOUTH 09°03'32" WEST A DISTANCE OF 305.67 FEET; THENCE NORTH 68°03'34" WEST A DISTANCE OF 714.67 FEET; THENCE SOUTH 21°56'28" WEST A DISTANCE OF 35.00 FEET; THENCE NORTH 68°03'33" WEST A DISTANCE OF 516.18 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE/4 SE/4); THENCE NORTH 01°15'50" WEST ALONG THE WEST LINE A DISTANCE OF 371.86' FEET; THENCE ON A CURVE TO THE LEFT HAVING A LENGTH OF 39.07 FEET, A RADIUS OF 960.00 FEET, A CHORD LENGTH OF 39.07 FEET AND A CHORD BEARING OF NORTH 89°45'37" EAST; THENCE NORTH 88°35'39" EAST A DISTANCE OF 167.44 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A LENGTH OF 173.38, A RADIUS OF 560.00, A CHORD LENGTH OF 172.69 AND A CHORD BEARING OF SOUTH 82°32'10" EAST; THENCE NORTH 15°45'13" EAST A DISTANCE OF 27.87 FEET; THENCE NORTH 01°24'21" WEST A DISTANCE OF 140.50 FEET; THENCE NORTH 88°35'39" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE/4 SE/4) A DISTANCE OF 854.36 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT HILLSIDE DRIVE RIGHT-OF-WAY, DEDICATED TO THE CITY OF BROKEN AROW AND RECORDED AT TULSA COUNTY CLERK, DOCUMENT #2012017722 DATED 02/24/2012.

AND HAVE CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO SEVEN (7) LOTS, TWO (2) BLOCKS, AND ONE (1) RESERVE IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "HILLSIDE CROSSINGS" A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA (HEREINAFTER REFERRED TO AS "HILLSIDE CROSSINGS" OR THE "SUBDIVISION").

SECTION I. EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS

The Owner/Developer does here by dedicate for public use the utility easements as depicted on the accompanying plat as "U/E" or utility easement" for the several purposes of construction, 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 relaying 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/Developer herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the City of Broken Arrow, Oklahoma 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 that interferes with the above set for the 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, landscaping and customary screening fences and walls that do not constitute an obstruction.

B. UNDERGROUND SERVICES

- Overhead lines for the supply of electricity, telephone and cable television service may be located within the perimeter easements of the subdivision. 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, cable television and gas lines shall be located underground in the easement ways dedicated for general utility services and in the rights-of-way of the public streets as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the easement ways.
- Underground service cables and gas service lines to all structures which may be located within the subdivision may be fun from the nearest gas main, 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 or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and non-exclusive right-of-way easement of the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable or line extending from the gas main, service pedestal or transformer to the service entrance on the structure.
- The supplier of electric, telephone, cable television and gas services, through its agents and employees, shall at all times have the right of access to all easement ways shown on the plat or otherwise provide for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas facilities installed by the supplier of the utility service.
- The owner of the lot shall be responsible for the protection of the underground service facilities located on his lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television or gas facilities. Each supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
- The foregoing covenants set forth in this paragraph b shall be enforceable by each supplier of the electric, telephone, cable television or gas services and the owner of the lot agrees to be bound hereby.

C. WATER, SANITARY SEWER AND STORM SEWER SERVICES

- The owner of the lot shall be responsible for the protection of the public water mains, sanitary sewer mains and storm sewers located on his lot.
- Within the depicted utility easement areas on the accompanying plat, 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.

- The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for the ordinary maintenance of public water and sewer mains and storm sewers, but the owner of the lot shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner of his lot, his agents or contractors.
- The City of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to all easements 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.
- The foregoing covenants set forth in this Paragraph C shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

D. GAS SERVICE

- 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 plot or as provided for in this certificate of dedication for the purpose of installing, removing and portion of the facilities installed by the supplier of gas service.
- The owner of the lot shall be responsible for the protection of the underground gas facilities located in their lot, and shall prevent the alteration, grade, or any other construction activity which would interfere with the gas service. The supplier of the gas service shall be responsible for the ordinary maintenance of said facilities, but the owner shall pay for damage or relocation of facilities caused or necessitated by acts of the owner, or its agents or contractors.
- 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 service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent and effective easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service line, extending from the gas main to the service entrance on the structure.
- The foregoing covenants set forth in this paragraph shall be enforceable by the supplier of the gas service and the owner of the lot agrees to be bound hereby.

E. SURFACE AND UNDERGROUND DRAINAGE

- The lot shall receive and drain, in an unobstructed manner, the storm and surface waters from drainage areas of higher elevation and from streets and easements for the purpose of permitting the flow, conveyance and discharge of the storm water runoff from the land areas within the subdivision. The foregoing covenants set forth in this paragraph shall be enforceable by any affected lot owner and by the City of Broken Arrow, Oklahoma.
- Drainage facilities of other improvements constructed in the subdivision shall be in accordance with the adopted standards of the City of Broken Arrow, Oklahoma.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

G. MUTUAL ACCESS EASEMENT

Mutual access easements, as depicted as "MA/E" on the accompanying plat, are hereby established for the purposes of permitting vehicular and pedestrian access to and from all streets and access areas adjacent to and contained within the plat, and such easements shall be for the mutual use and benefit of each affected lot owner(s), their guests, and invitees, and shall be appurtenant to each affected lot owner(s) provided, however, Governmental agencies and the suppliers of utilities shall have the reasonable use of the easements incidental to the provision of services to the lots within the plat.

H. RESERVE A – STORMWATER DETENTION/UTILITY EASEMENT

- The Owner/Developer does here by dedicate to the City of Broken Arrow, Oklahoma for public use (subject to easements of record) a perpetual easement on, over and across the property designated and shown on the accompanying plat as Reserve A (hereinafter referred to as the "stormwater detention & utility easement area") for the purposes of permitting the flow, conveyance, retention, detention and discharge of stormwater runoff from the various lots within Hillside Crossings and from the properties no included within Hillside Crossings.
- Detention, retention and other drainage facilities constructed within the stormwater detention/utility easement area shall be in accordance with standards and specifications approved by the City of Broken Arrow, Oklahoma.
- No fence, wall building or other obstruction may be placed or maintained in the stormwater detention/utility easement area nor shall there be any alteration of the grades or contours in such easement area unless approved by the City of Broken Arrow.
- Detention, retention, and other drainage facilities shall be maintained by the Hillside Crossings Property Owners Association or an Operator designated for such purposes by the lot owners of a majority of the square footage of the lots (hereinafter referred to as the "Operator"), to the extent necessary to achieve the intended drainage, retention, and detention functions including repair of appurtenances and removal of obstructions and siltation. Access to the stormwater detention pond is provided via the mutual access and utility easements. The Hillside Crossings Property Owners Association or the Operator, as applicable, shall provide customary grounds maintenance within the stormwater detention easement area in accordance with the following standards:
  - Grass areas shall be mowed in season at regular intervals not exceeding four weeks.
  - Concrete appurtenances shall be maintained in good condition and replaced if damaged.
  - The stormwater detention & utility easement area shall be kept free of debris.
  - Cleaning of silt and vegetation from concrete channels shall be performed a minimum of twice yearly.
- Landscaping approved by the City of Broken Arrow shall be allowed within the stormwater detention easement.
- In the event the "Hillside Crossings Property Owners Association" or the Operator, as applicable, should fail to properly maintain the detention, retention, and other drainage facilities or, in the event of the placement of an obstruction within, or the alteration of the grade or contour within the stormwater detention/utility easement area, the City of Broken Arrow, Oklahoma, or its designated contractor may enter and perform maintenance necessary to achieve 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 Hillside Crossings Property Owners Association or the Operator, as applicable. In the event the association or the Operator, as applicable, fails to pay the cost of maintenance after completion of the maintenance and receipt of a statement of costs, the City of Broken Arrow, Oklahoma, may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against each lot within Hillside Crossings, provided however, the lien against each lot shall not exceed that lots prorate portion of the costs. A lien established as above provided may be foreclosed by the City of Broken Arrow, Oklahoma.
- Details about the formation and specifics of "Hillside Crossings Property Owners Association" or the designation of the Operator, as applicable, will be prepared by separate instrument and recorded at office of the Tulsa County Clerk.
- All rights and restrictions as set forth in Paragraph A of this section shall apply equally to this Paragraph H.

I. PREVIOUS RESERVATION OF EASEMENT IN FAVOR OF PSO IN DOCUMENT #2010090508

- Public Service Company of Oklahoma, an Oklahoma corporation ("PSO"), previously reserved unto itself, and its successors and assigns, certain easements for electric transmission and distribution and communication purposes over that portion of Block 1 shown on the attached Plat pursuant to that certain General Warranty Deed dated September 30, 2010, and recorded on December 7, 2010, in the Office of the Tulsa County Clerk as Document #2010090508. The Owner/Developer, and its successors and assigns, shall not place, construct, install, erect or permit any temporary or permanent building, structure, advertising device, sign, dumpster, swimming pool, well, storage tank, structure or obstruction, or use or store any hazardous/flammable material within such easements as shown on the attached Plat. Further, Owner/Developer, and its successors and assigns, hereby agree no shed, mounding, fill, change of grade, road, trail, parking area, excavation, water impoundment, tree plantings or light poles shall be permitted within such easements as shown on the attached Plat without the prior written permission of PSO, which permission shall not be unreasonably withheld or delayed.

SECTION II: PLANNED UNIT DEVELOPMENT RESTRICTIONS

Whereas, Hillside Crossings was submitted as a Planned Unit Development (designated as PUD 207) as provided within Chapter 6, Section 6.4 of Broken Arrow Zoning ordinances, and whereas PUD No. 207 was affirmatively recommended by the City of Broken Arrow Planning Commission on November 18, 2010, and approved by the Council of the City of Broken Arrow, Oklahoma, on December 21, 2010.

Whereas, the PUD 207A was submitted as a minor amendment to PUD 207 and was approved by the Broken Arrow Planning Commission on August 22, 2013.

Whereas, the Planned Unit Development provisions of the Broken Arrow Zoning Ordinance require the establishment of covenants of record, inuring to and enforceable by the City of Broken Arrow, Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development, and

Whereas, the owner desires to establish restrictions for the purpose of providing for an orderly development and to insure adequate restrictions for the mutual benefit of the owner, his respective successors and assigns, and the City of Broken Arrow, Oklahoma.

Therefore, the owner hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the owner, his respective successors and assigns , and shall be enforceable as hereinafter set forth.

Development Area A (Block 1)

Development Area A shall be governed by the use and development regulations of the CH District of the Broken Arrow Zoning Ordinance except as follows:

Permitted Uses.....	As permitted within the CH zoning District
Zoning Classification.....	CH/PUD
Net Development Area.....	4.50 acres
Minimum Lot Area.....	None
Maximum Floor Area Ration per Lot.....	None
Minimum Lot Frontage.....	50 feet (along public street)
Minimum Building Setback:	
From ROW Line of 9 <sup>th</sup> Street & Hillside Drive.....	50 feet (1), 25 feet (2)
West Boundary of Development Area A.....	17.5 feet
Internal Lot Line.....	10.0 feet
Maximum Building Height.....	None
Freestanding Signage.....	See asterisk below*
Parking Ratio.....	As required by the applicable use as set forth within the Broken Arrow Zoning Code.

(1) With parking in front of the building.

(2) With 25 feet of landscaped area adjacent to the right-of-way and no parking or paving in front of the building.

\* One monument sign not exceeding a height of 8-feet and a size of 96 square feet is permitted along the frontage of each lot. Each sign shall have a monument base made of similar materials as the main structure/building on that lot.

Development Area B (Block 2)

Development Area B shall be governed by the use and development regulation of the CH District of the Broken Arrow Zoning Ordinance except as follows:

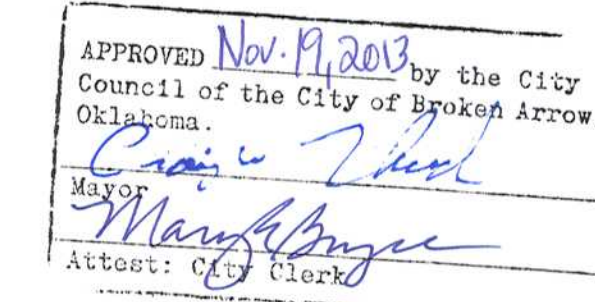
Permitted Uses.....	As permitted within the CH Zoning Districts
Zoning Classification.....	CH/PUD
Net Development Area.....	11.11 acres
Minimum Lot Area.....	None
Maximum Floor Area Ration per Lot.....	None
Minimum Lot Frontage.....	50 feet (along public street)
Minimum Building Setback:	
From ROW Line of 9 <sup>th</sup> Street & Hillside Drive.....	50 feet (1), 25 feet (2)
West Boundary of Development Area B.....	17.5 feet
Internal Lot Line.....	10.0 feet
From ROW Line of Highway 51.....	25 feet (3), 50 feet (4)
Maximum Building Height.....	None
Freestanding Signage.....	**
Parking Ratio.....	As required by the applicable use as set within the Broken Arrow Zoning Code, except that Lot 4 is allowed to have parking at the ratio of 1 space per 100 square feet of gross floor area and Lot 3 is allowed to have 1 space per 150 square feet of gross floor area.

(1) With parking in front of the building.

(2) With 25 feet of landscaped area adjacent to the right-of-way and no parking or paving in front of the building.

(3) If no pavement, nor any buildings, no any signs are placed with in this 25 feet setback

(4) If paving, parking or signs are proposed within this area.



\*\* One monument sign, not exceeding a height of 8-foot and a display area of 96 square feet, is permitted along the frontage of each lot. There shall be two (2) freestanding pylon signs on this development as follows;

- a. One 25-foot tall pylon sign will be located near the intersection of Hillside Drive and 9<sup>th</sup> Street, with a minimum setback of 25 feet from 9<sup>th</sup> Street ROW, away from easements and sight triangle. The maximum display area of this pylon sign shall be a 300 square feet.
- b. Another 25-foot tall pylon sign will be located within Reserve A, along the frontage of Highway 51. The minimum sign setback shall be 25 feet from Hwy 51 ROW, and away from easements. The maximum display area of this pylon sign shall be 300 square feet.

Development Area C

Development Area C consists of approximately 2.30 acres and will be used as a Public Street right-of-way. Right-of-way was dedicated to the public by instrument recorded with the Tulsa County Clerk as Document Number 2012017722, February 24, 2012

Development Area D (Reserve A)

Development Area D consists of approximately 1.15 acres. It will be used as a Reserve for Storm water Management. A detention pond will be constructed that will enhance the frontage of this development. The maintenance of this reserve will be the responsibility of the property owners association or the Operator, as applicable. Landscaping will be designed to enhance the street frontage, and to create a pleasant environment within this area. Shrubs will be planted at a minimum 3-gallon container size. A minimum of 1 tree shall be installed ever 40 feet along the perimeter. All landscape areas will be irrigated with an automatic irrigation system, and maintained per requirements for the Broken Arrow Zoning Ordinance. No signs shall be permitted in Development Area D.

DETAIL SITE PLAN REVIEW

A Detailed Site Plan is required for approval by the City of Broken Arrow prior to the issuance of a building permit on this development. The applicant shall submit the site plan to the City and supply all information required. All trash dumpsters shall be screened with an opaque fence that is at least 6-feet high and taller than the proposed dumpster.

GRADING & UTILITY PLANS

A Site Grading & Utility Plan will be submitted to the City of Broken Arrow for approval. The storm water from various on-site drainage areas will be collected in a storm drain system and conveyed downstream toward the proposed detention pond to be constructed on site.

All utilities are available to serve this development. Drainage & utility plans will be prepared in accordance with the City of Broken Arrow requirements.

ACCESS AND CIRCULATION

Access to the Hillside Crossing development will be limited to one (1) point on 9th Street, which shall be the existing Hillside Drive. All access points from lots in this PUD will be only to Hillside Drive. All driveways shall either align with or be offset by 150 feet from adjacent access points on Hillside Drive. A mutual access easement will be provided in Development Area A that connects with the existing access easement located in abutting property to the north. Within 250 feet of the centerline of 9th Street, one point of access is allowed to both the north and south sides of Hillside Drive, provided there is a median with raised curbs that restricts access to and from those drives to right turns in and out only. No access from this development shall be allowed to Highway 51 that abuts the south boundary of the PUD.

EXTERIOR SITE LIGHTING

All exterior site lighting shall be in strict accordance with the City of Broken Arrow requirements. Before any exterior light pole or building wall pack is installed, a photometric study shall be submitted to the City of Broken Arrow Development Services Department for approval.

LANDSCAPING AND SCREENING

The Hillside Crossings Landscaping Plan will be designed to enhance the street frontage, and to create a pleasant environment within the site. The planting theme will highlight the site entries and buildings, and will utilize plant selections indigenous to North East Oklahoma that are durable and require low maintenance. All landscaping shall be provided in accordance with the Broken Arrow Zoning Ordinance except as noted herein. Any landscape material that fails shall be replaced in accordance with Section 5.2 C.4 of the zoning Ordinance.

The interior parking area shall include landscaped planting islands and shade trees, with a minimum of 1 tree per 15 parking spaces, and no parking space more than 75 feet from a landscaped area.

All trees will be selected from the approved tree list contained in the Broken Arrow Zoning Code; trees required by code will be planted at a minimum size of 2" caliper. At least 50 percent of the required trees will be large trees as identified in the Zoning Ordinance. Shrubs required by code will be planted at a minimum 3- gallon container size. All landscape areas will be irrigated with an automatic irrigation system and maintained per requirements of the Broken Arrow Zoning Ordinance.

SECTION III: ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. 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 1. Easements and Utilities are set forth certain covenants and the enforcement rights pertaining thereto, and additionally the covenants within Section 1, whether or not specifically therein so stated, shall inure to the benefit of and shall be enforceable by City of Broken Arrow, Oklahoma. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section 1, it shall be lawful for the City of Broken Arrow or the owner of any of the covenants within Section 1, it shall be lawful for the City of Broken Arrow or the owner of any lot or parcel within the subdivision or the association or Operator, as applicable, to maintain 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 doing or to compel compliance with the covenant.

B. DURATION

These restrictions and covenants, 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 hereinafter provided.

C. AMENDMENT

The restrictions and covenants contained within Section 1. 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 City of Broken Arrow, or its successors. The provisions of any instrument amending or terminating covenants as set forth shall be effective from and after the date it is properly recorded in the Records of the Clerk of Tulsa County.

D. SEVERABILITY

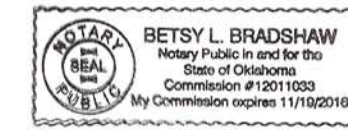
Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree for any court, or otherwise, shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein, which shall remain in full force and effect.

In Witness Whereof, Hillside Development, LLC, an Oklahoma Limited Liability Company has executed this instrument this 12<sup>th</sup> day of December, 2013.

By: Hillside Development, LLC

By: [Signature]  
Name: Rob Phillips, Manager of Hillside Development, LLC

State of Oklahoma )  
                                  ) SS  
County of Tulsa )



This instrument was acknowledged before me on this 12<sup>th</sup> day of December, 2013.

By: Rob Phillips, Manager of Hillside Development, LLC

Notary Public: Betsy L. Bradshaw

My commission expires: 11-19-16

Certificate of Survey

I, R. Wade Bennett, of Tulsa County, State of Oklahoma, and a professional surveyor, 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 "Hillside Crossings", as subdivision in the City of Broken Arrow, Tulsa 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 surveying.

Executed this 12 day of DECEMBER, 2013.

[Signature]

R. Wade Bennett  
Registered Professional Land Surveyor, Oklahoma no 1556

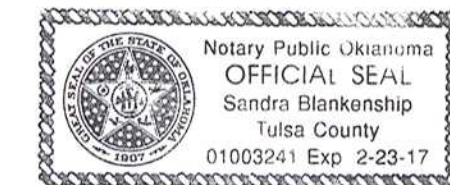


State of Oklahoma )  
                                  ) SS  
County of Tulsa )

The foregoing certificate of survey was acknowledged before me this 12<sup>th</sup> day of December, 2013.

Notary Public: Sandra Blankenship

My commission expires: 2-23-17



APPROVED Nov 19 2013 by the City Council of the City of Broken Arrow, Oklahoma.  
[Signature]  
Mayor  
Attest: [Signature] Clerk