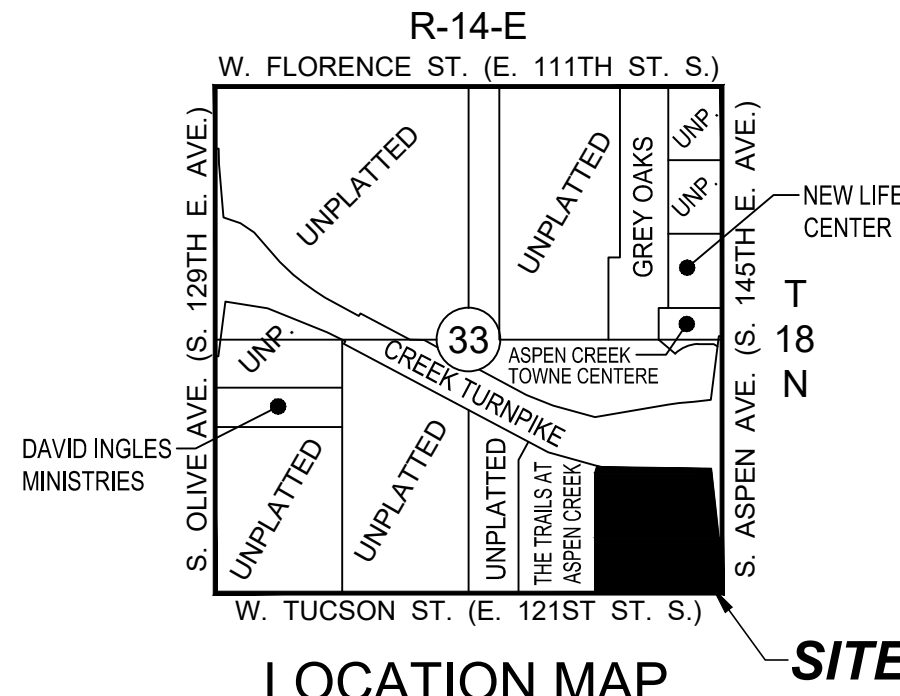


PRELIMINARY PLAT
OF
TUCSON28 PLAZA

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (E/2 SE/4) OF SECTION
THIRTY-THREE (33), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF
THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA.

South Loop
Creek Turnpike
Report of Commissioners
CJ 99-44



LOCATION MAP

Scale: 1"=2000'

TULSA COUNTY
20 LOTS

1,672,228 SF / 38.3891 ACRES

FEMA FLOOD NOTE

THE PROPERTY DESCRIBED HAS BEEN EXAMINED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP NO. 40143C0452M, WITH AN EFFECTIVE DATE OF SEPTEMBER 12, 2024 FOR COMMUNITY NO. 400236, IN TULSA COUNTY, STATE OF OKLAHOMA. THE SUBJECT PROPERTY LIES WITHIN THE DESIGNATED SPECIAL FLOOD HAZARD AREA, ZONE A (WITHOUT BASE FLOOD ELEVATION) AND ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AND THE FLOODPLAIN IS SHOWN ON THE PLAT.

MONUMENT NOTE

ALL EXTERIOR PROPERTY CORNER MONUMENTS AND LOT CORNER MONUMENTS WILL BE MARKED USING A 3/8" IRON PIN WITH A PLASTIC CAP STAMPED "PLS 1893", UNLESS MONUMENT ARE PREVIOUSLY EXISTING.

BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS SURVEY IS BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM NORTH ZONE NAD83 (2011).

BENCHMARK

BENCHMARK #1	BENCHMARK #2	BENCHMARK #3
I.P.C.S. N = 367,083.77 E = 2,613,762.32 EL = 652.90 NAVD88	I.P.C.S. N = 367,122.31 E = 2,614,701.04 EL = 664.89 NAVD88	I.P.C.S. N = 368,203.77 E = 2,614,509.08 EL = 678.76 NAVD88

OWNER

TUCSON28 DEVELOPMENT GROUP, LLC
7060 SOUTH YALE AVENUE, SUITE 900
TULSA, OK 74136
OFFICE: (918) 481-8888
CONTACT: STEVE WALMAN

ENGINEER

CYNTERGY AEC, LLC
810 S. CINCINNATI AVE, STE 200
TULSA, OK 74119
PHONE: (918) 877-6000
CA #3537 EXP DATE 06/30/26

SURVEYOR

TROUT LAND SURVEYING, LLC
807 NORTH BIRCH STREET
JENKS, OK 74037
(918) 234-7596
CA #7312,
EXPIRES 6/30/27

LEGEND

AC.	=	ACRES	L.N.A.	=	LIMITS OF NO ACCESS
AVE.	=	AVENUE	MAE	=	MUTUAL ACCESS
BL	=	BOOK	N	=	NORTH
B/L	=	BUILDING LINE	PG	=	PAGE
C	=	CURVE	ROW	=	RIGHT OF WAY
CB	=	CHORD BEARING	S	=	SOUTH
CL	=	CHORD LENGTH	SSE	=	SANITARY SEWER
COR.	=	CORNER	ST.	=	STREET
DOC.	=	DOCUMENT	U/E	=	UTILITY EASEMENT
ESMT.	=	EASEMENT	W	=	WEST
E	=	EAST			
I.P.C.S.	=	IRON PIN CONTROL SET			
L	=	LINE			

LOT STATISTICS

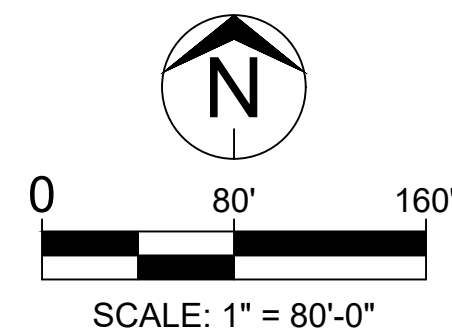
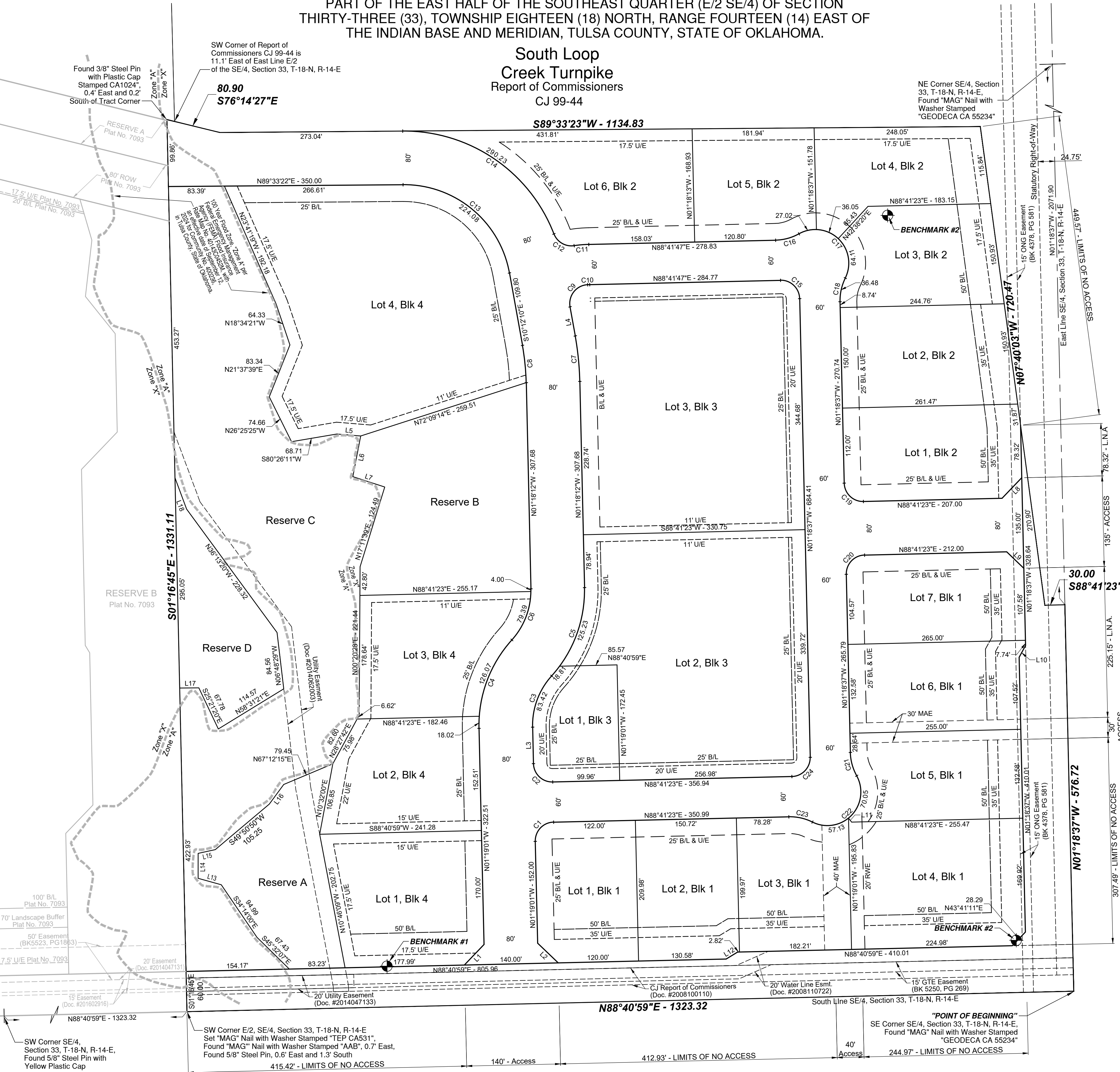
PARCEL	AREA (SF)	AREA (ACRES)
Blk 1, Lot 1	30,880.36	0.7089
Blk 1, Lot 2	31,531.90	0.7239
Blk 1, Lot 3	32,699.05	0.7507
Blk 1, Lot 4	49,193.16	1.1293
Blk 1, Lot 5	33,087.77	0.7596
Blk 1, Lot 6	33,970.60	0.7799
Blk 1, Lot 7	34,651.63	0.7955
Blk 2, Lot 1	36,425.86	0.8362
Blk 2, Lot 2	37,967.25	0.8716
Blk 2, Lot 3	33,669.26	0.7729
Blk 2, Lot 4	32,041.97	0.7356
Blk 2, Lot 5	30,052.25	0.6899
Blk 2, Lot 6	45,006.72	1.0332
Blk 3, Lot 1	20,663.10	0.4744
Blk 3, Lot 2	115,040.86	2.6410
Blk 3, Lot 3	123,826.46	2.8427
Blk 4, Lot 1	44,477.13	1.0211
Blk 4, Lot 2	37,308.35	0.8565
Blk 4, Lot 3	39,711.02	0.9116
Blk 4, Lot 4	125,404.51	2.8789
Block 1	246,014.46	5.6477
Block 2	215,163.17	4.9395
Block 3	259,530.42	5.9580
Block 4	567,323.91	13.0240
Reserve A	37,026.72	0.8500
Reserve B	67,126.42	1.5410
Reserve C	184,406.02	4.2334
Reserve D	31,863.75	0.7315
ROW Bndy	123,512.95	2.8355
ROW Plat	260,691.23	5.9846

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	42.43	S43°40'59"W
L2	42.43	S46°19'01"E
L3	54.51	N01°19'01"W
L4	44.08	S10°12'10"E
L5	35.50	N85°20'48"W
L6	61.86	N10°54'35"E
L7	50.03	N72°01'57"W
L8	42.43	S43°41'22"W
L9	35.36	S46°18'37"E
L10	20.00	S28°41'23"W
L11	7.43	S38°54'09"E
L12	20.00	S58°40'59"W
L13	35.78	S74°25'11"E
L14	37.23	S00°00'00"E
L15	26.20	S77°48'21"W
L16	36.43	S36°19'34"W
L17	28.58	N89°35'42"E
L18	49.74	N20°26'01"W

CURVE TABLE

CURVE #	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	90°00'24"	43.99	28.00	S43°41'11"W	39.60
C2	89°59'36"	43.98	28.00	S46°18'49"E	39.60
C3	43°26'59"	83.42	110.00	S20°24'28"W	81.43
C4	43°26'59"	144.08	190.00	S20°24'28"W	140.66
C5	43°26'10"	144.04	190.00	N20°24'53"E	140.61
C6	43°26'10"	83.39	110.00	N20°24'53"E	81.41
C7	8°53'58"	68.34	440.00	N05°45'11"W	68.27
C8	8°53'58"	55.92	360.00	N05°45'11"W	55.86
C9	97°24'37"	47.60	28.00	S38°30'08"W	42.07
C10	1°29'21"	3.12	120.00	S87°57'07"W	3.12
C11	6°58'32"	21.91	180.00	S85°12'31"W	21.90
C12	77°07'18"	37.69	28.00	S59°43'06"E	34.91
C13	80°14'28"	224.08	160.00	N50°19'24"W	206.21
C14	69°17'11"	290.23	240.00	N55°48'02"W	272.86
C15	89°59'36"	43.98	28.00	N46°18'25"W	39.60
C16	27°52'18"	36.48	75.00	N74°45'38"E	36.13
C17	145°44'12"	127.18	50.00	N46°18'25"W	95.56
C18	27°52'18"	36.48	75.00	S12°37'32"W	36.13
C19	90°00'00"	43.98	28.00	S46°18'37"E	39.60
C20	90°00'00"	43.98	28.00	S43°41'23"W	39.60
C21	145°44'12"	127.18	50.00	S15°14'41"E	36.12
C22	145°44'15"	127.18	50.00	N43°41'23"E	95.56
C23	27°52'08"	36.48	75.00	N77°22'33"W	36.12
C24	90°00'00"	43.98	28.00	N43°41'23"E	39.60



PRELIMINARY PLAT
TUCSON28 PLAZA
SHEET 1 OF 2
6/22/2026

PRELIMINARY PLAT
OF
TUCSON28 PLAZA
PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (E/2 SE/4) OF SECTION
THIRTY-THREE (33), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14)
EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA.

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

TUCSON28 DEVELOPMENT PARTNERS, LLC., an Oklahoma limited liability company, hereinafter referred to as the "OWNER" are the owners of the following described land in the City of Broken Arrow, Tulsa County, State of Oklahoma, to wit:

LEGAL DESCRIPTION

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (E/2 SE/4) OF SECTION THIRTY-THREE (33), 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, LYING SOUTH OF THE SOUTHERLY LINE OF THE FOLLOWING TRACT OF LAND, TO-WIT:

A STRIP, PIECE OR PARCEL OF LAND LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER (E/2 SE/4) OF SECTION THIRTY-THREE (33), 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:

BEGINNING AT THE NORTHEAST CORNER OF SAID SE/4; THENCE SOUTH 01°18'48" EAST ALONG THE EAST LINE OF SAID SECTION 33 A DISTANCE OF 2071.90 FEET; THENCE SOUTH 88°41'12" WEST A DISTANCE OF 30.00 FEET; THENCE NORTH 07°40'14" WEST A DISTANCE OF 720.47 FEET; THENCE SOUTH 89°33'12" WEST A DISTANCE OF 1134.83 FEET; THENCE NORTH 76°14'38" WEST A DISTANCE OF 69.37 FEET TO A POINT ON THE WEST LINE OF THE E/2 OF THE SE/4; THENCE NORTH 01°26'50" WEST ALONG SAID WEST LINE A DISTANCE OF 502.74 FEET; THENCE SOUTH 88°50'01" EAST A DISTANCE OF 4.13 FEET; THENCE NORTH 78°45'11" EAST A DISTANCE OF 860.65 FEET; THENCE NORTH 82°52'05" EAST A DISTANCE OF 350.14 FEET; THENCE NORTH 05°46'50" EAST A DISTANCE OF 667.34 FEET; THENCE NORTH 88°41'12" EAST A DISTANCE OF 30.00 FEET; THENCE SOUTH 01°18'48" EAST A DISTANCE OF 28.10 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND BEING 1,672,228 SF, 38.3891 ACRES, MORE OR LESS.

BEARINGS SHOWN HEREON ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM NORTH ZONE NAD83 (2011).

As Owner, we hereby certify that we have caused the above described land to be surveyed, divided, mapped, dedicated and access right reserved as presented on the plat and has designated the subdivision as "TUCSON28 PLAZA", a subdivision in the City of Broken Arrow, Tulsa County, Oklahoma.

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

- 1.1 Public Streets, General Utility Easements and Overland Drainage Easements
The Owner does hereby dedicate for public use the right-of-way of "TUCSON28 PLAZA, as depicted on the accompanying plat, and does further dedicate for public use the utility easements as depicted on the accompanying plat as "UIE" or "Utility Easement", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, communication lines, electric power lines and transformers, gas lines, and water 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 hereby reserves to itself, and to its assigns, the right to use or delegate to others the right to use the designated easements and rights of way to provide any of the services set forth herein, including, but not limited to 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 including in the plat. The Owner does hereby dedicate for public use the overland drainage easements as depicted on the accompanying plat as "ODE", for several purposes of permitting the flow, conveyance, detention and discharge of storm water runoff rom the various lots within TUCSON28 PLAZA. The Owner 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 streets and utility 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 a street or 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.
- 1.2 Underground Service
1.2.1 Overhead poles may be located along the 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 n 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, communication lines 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 source 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 hereafter 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, communication lines and gas services, through its authorized agents and employees, shall at all times have right to 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, communication

lines or gas service facilities so installed by it. The supplier of electric, communication lines 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 electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, communication line 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, communication line or gas service.
- 1.3 Water and Sewer Service
1.3.1 The owner of each lot shall be responsible for the protection of the public water mains and of the public sanitary sewer facilities located on their lot and shall prevent the alteration of grade or any construction activity which may interfere with said public water main, public sanitary sewer main or storm sewer within the utility easement areas depicted on the accompanying plat. The alteration of grade from the contours existing upon the completion of the installation of a public water main or sewer main, or any construction activity which would interfere with public water and sewer mains, shall be prohibited.
- 1.3.2 The City of Broken Arrow, or its successors, will be responsible for ordinary maintenance of public water mains or public sewer mains, but the owner of each lot will pay for damage or relocation of such facilities cause or necessitated by acts of the owner or his agents or contractors.
- 1.3.3 The City of Broken Arrow, or its successors through its proper agents and employees shall at all times have right of access with their equipment to all such easement-ways shown on said plat, or provided for in this deed of dedication for the purpose of installing, maintaining, removing, or replacing any portion of said underground water and sewer facilities.
- 1.3.4 The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Broken Arrow or its successors, and the owner of each lot agrees to be bound hereby.
- 1.4 Surface Drainage
Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of the storm and surface waters over and across his lot. The forgoing covenants set forth in this subsection shall be enforceable by any affected lot owner and by the City of Broken Arrow, Oklahoma.
- 1.5 Limits of No Access
The undersigned Owner hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to South Aspen Avenue and West Tucson Street as "Limits of No Access" (L.N.A.) on the accompanying plat, which "Limits of No Access" may be amended or released by the Broken Arrow Planning Commission, or its successors, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.
- 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, sanitary sewer, storm sewer, gas, communication line or electric facilities within the easements depicted on the accompanying plat, provided however, that the City of Broken Arrow or he supplier of the utility service shall use reasonable care in the performance of such activities.
- 1.7 Storm Sewer
1.7.1 The City of Broken Arrow, or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all storm sewer easements for the purpose of installing, maintaining, removing or replacing any portion of the underground storm sewer system.
- 1.7.2 No permanent fence, permanent wall, permanent building, or permanent structure which would cause an obstruction shall be placed or maintained in the storm sewer easement area, and any construction activity which would interfere with the storm sewer system shall be prohibited.
- 1.7.3 The City of Broken Arrow, or its successors, shall be responsible for ordinary maintenance of the public storm sewer system, but the owner of each lot will pay for damage or relocation of such system caused or necessitated by acts of the owner of each lot or its agents or contractors.
- 1.7.4 The foregoing covenants concerning the public storm sewer system shall be enforceable by the City of Broken Arrow, or its successors, and the owner of each lot agrees to be bound hereby.
- 1.7.5 The owner of each lot shall be responsible for the protection of the storm sewer located on their lot and shall prevent the alteration of grade or any construction activity which may interfere with said storm sewer. Within the utility easement areas depicted on the accompanying plat, the alteration of grade from the contours existing upon the completion of the installation of storm sewer, or any construction activity which would interfere with the storm sewer, shall be prohibited.
- 1.8 Fence and Landscape Easement
The Owner herein established and reserves for subsequent conveyance to the homeowner's association to be formed pursuant to Section V, a perpetual exclusive easement to erect and maintain fencing walls, and landscaping along the boundaries of the subdivision adjacent to South Aspen Avenue and West Tucson Street within the fence easements depicted on the accompanying plat as "F&L/E".
- 1.9 Mutual Access Easement (Private Streets)
All streets within the Mutual Access Easement are by grant of the Owner as private streets for the common use and benefit of the owners of the residential lots within TUCSON28, all owners, guests and invitees, for the purpose of providing vehicular and pedestrian access to and from the various residential lots to and from public streets, and is reserved for subsequent conveyance to a homeowners association to be formed for the purposes of administrative and maintenance of the private streets and other common areas of the subdivision.
- The Owner hereby grants to the City of Broken Arrow, Oklahoma, the United States Postal Service, and any public utility providing utility service to the subdivision, and to any refuse collection service which provides service within the subdivision, the right to enter and traverse

the private streets and to operate thereon all service, emergency and government vehicles including, but not limited to, police and fire vehicles and equipment.

The Owner, for itself and its successors, herein covenants with the City of Broken Arrow, Oklahoma, which covenants shall run with the land and inure to the benefit of the City of Broken Arrow, Oklahoma, and shall be enforceable by the City of Broken Arrow, Oklahoma, to:

- 1.9.1 Construct and maintain street surfacing extending the full length of the private streets depicted within the accompanying plat, and meeting or exceeding the following standards:
- 1.9.1.1 Surfacing width shall not be less than 22' measured from edge of pavement to edge of pavement;
- 1.9.1.2 Gutters, base and paving materials shall be of a quality and thickness meeting the now existing standards of the City of Broken Arrow, Oklahoma for minor residential streets;
- 1.9.1.3 The vertical grade of the streets shall not exceed 10%.
- 1.9.2 Prohibit the erection of any arch or similar structure over any private streets as depicted on the accompanying plat which would prohibit any governmental vehicle, specifically any fire ehicle, from free usage of the private streets.

SECTION II. RESERVE AREAS

- 2.1 Use of Land
2.1.1 Reserve Area "A", "B", "C" & "D" (Overland Drainage, Open Space and Utility Easement)
2.1.2 If for the common use and benefit of the owners of lots within the subdivision and for the benefit of the City of Broken Arrow, Oklahoma, the Owner does hereby establish and grant perpetual easements on, over and across Reserves "A", "B", "C" and "D" for the purposes of permitting the flow, conveyance, and discharge of storm water runoff from the various lots within TUCSON28 PLAZA.
- 2.1.2.2 In the event the Homeowners' Association obligated to maintain Reserves "A", "B", "C" and "D" after completion of the maintenance and receipt of a statement of costs, fails to pay the cost of maintenance applicable to Reserves "A", "B", "C" and "D", as above set forth, 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 residential lot within TUCSON28 PLAZA, provided however, the lien against each residential lot shall be limited to 1/35 of lots of the costs. The City of Broken Arrow or the Public Works Department may then collect such costs by adding such costs to the commercial lot owners' water billing fees within TUCSON28.
- 2.1.2.6A lien established as above provided may be foreclosed by the City of Broken Arrow, Oklahoma.
- 2.1.2.7 In addition to the above described purposes and restrictions of Reserves "A", "B", "C" and "D", this area shall additionally serve as recreational open space and be used for utility easements, landscaping, signage, and fencing for the residents of TUCSON28 PLAZA. Upkeep and general maintenance of Reserves "A", "B", "C" and "D", shall be in strict accordance with the above listed standards. All costs incurred for upkeep and general maintenance of Reserves "A", "B", "C" and "D", shall be borne by the Tucson28 Homeowners' Association, as set forth within SECTION IV hereof.
- 2.2 All Reserves
2.2.1 All costs and expenses associated with all reserves, including maintenance of various improvements and recreational facilities will be the responsibility of the Homeowners' Association. See SECTION IV for additional details and requirements.
- 2.2.2 In the event the Homeowners' Association should fail to properly maintain the detention easement areas and facilities therein located as above provided, the City of Broken Arrow, Oklahoma, or its designated contractor may enter the detention easement areas and perform such maintenance, and the cost thereof shall be paid by the Homeowners' Association.
- 2.2.3 In the event the Homeowners' Association fails to pay the cost of said maintenance after completion of the maintenance and receipt of a statement of costs, the City of Broken Arrow, Oklahoma may file or 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 all the commercial lots as hereinafter defined, which may be foreclosed by the City of Broken Arrow, Oklahoma or the Public Works Department may add such billing prorate upon the residential lot owners' water bill, which method of collection shall be determined by the City of Broken Arrow, Oklahoma.

SECTION III. HOMEOWNERS' ASSOCIATION

- 3.1 Formation of Homeowners' Association
The Owner/Developer has formed or caused to be formed TUCSON28 Plaza Homeowners' Association, Inc., (hereinafter the "Homeowners' Association"), consisting of all owners of commercial lots with "TUCSON28 PLAZA", established in accordance with the statutes of the State of Oklahoma for the general purposes of maintaining the common areas and enhancing the value, desirability, and attractiveness of "TUCSON28 PLAZA." The Homeowners' Association is responsible for the maintenance of the common areas.
- 3.2 Membership
Every person or entity who is a record owner (herein referred to as a "lot owner") of the fee interest of a residential lot platted as part of "TUCSON28 PLAZA" subdivision, shall be a member of the "Homeowners' Association" for maintenance of common areas with "TUCSON28 PLAZA." Membership shall be appurtenant to may not be separated from the ownership of a lot.
- 3.3 Covenant for Assessments
Each lot owner, by acceptance of a deed to such lot, is deemed to covenant and agree to pay to the "Homeowners' Association" assessments to be established by the Owner/Developer in accordance with this Deed of Dedication and restrictive Covenants or any subsequent declaration that is executed and recorded by the Owner/Developer or by the Board of Directors, in accordance with the Bylaws of the "Homeowners' Association", as the case may be. An assessment shall be a lien on the lot against which it is made, but the lien shall be subordinate to the lien of any first mortgage. Assessments not paid within thirty (30) days of the date that notification of the assessment is delivered electronically or mailed to a lot owner, shall accrue interest at the rate of 18% per annum. The lien may be foreclosed in the same manner as a mortgage lien. The "Homeowners' Association" shall be entitled to recover all court costs and other costs of foreclosure, including reasonable attorney fees.

SECTION IV. 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 undersigned Owner, its grantees, successors and assigns. Within the provisions of Section I. Public 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 of Broken Arrow". If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants, it shall be lawful for the Homeowners' Association, or any owner of a lot 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 the "Homeowners' Association", or a lot owner 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 attorney 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 and shall automatically be extended thereafter for successive periods of ten (10) years each unless terminated or amended as hereinafter provided.

5.3 Amendment

The covenants contained within Section I. Public Streets, Easements and Utilities and Section II, Reserve Areas, 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 Planning Commission, or its successors and the "City of Broken Arrow". 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 in any part thereof, by an order, judgement, 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: "TUSCON28 DEVELOPMENT PARTNERS, LLC", an Oklahoma limited liability company executed this instrument this ____ day of _____, _____.

"TUSCON28 DEVELOPMENT PARTNERS, LLC"

an Oklahoma limited liability company

Steve Walman
State of Oklahoma)

) s.s.
County of Tulsa)

Before me, the undersigned, a notary in and for said county and state on this ____ day of _____, personally appeared Steve Walman, Managing member of "TUSCON28 DEVELOPMENT PARTNERS, LLC" an Oklahoma limited liability company acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public My Commission No. "xxxxxxx" expires "month" "day" "year".

CERTIFICATE OF SURVEY

I, E. Dane Trout, of "Trout Land Surveying, LLC" a professional land surveyor registered in the State of Oklahoma, herby 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 "TUCSON28 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.

Witness my hand and seal this ____ day of _____, _____.

State of Oklahoma)

) s.s.
County of Tulsa)

Before me the undersigned, a notary public in and for said county and state, on this ____ day of _____, personally appeared, E. Dane Trout, to me known to be the identical person who subscribed his name as a Registered Professional Land Surveyor to the foregoing Certificate of Survey and acknowledgement to me that he executed the same as his free and voluntary act and deed for the the uses and purposes therein set forth.

"name of notary", Notary Public My Commission No. "xxxxxxx" expires "month" "day" "year".