

STATE OF OKLAHOMA } SS.
COUNTY OF TULSA
I, Joan Hastings, 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 _____ day of _____ 19____
JOAN HASTINGS, Tulsa County Clerk

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 \$ 614.00
per trust receipt no. 0906 to applied to 19 96 taxes.
This certificate is NOT to be construed as payment of 19 96
taxes in full but is given in order that this plat may be filed on record
19 96 taxes could exceed the amount of the security deposit.

Dated July 16 19 96
Dennis Semler, Tulsa County Treasurer
by Regina Allen Deputy

Curve Table

NO.	DELTA	RADIUS	ARC
C1	15°00'00"	200.00	52.36
C2	14°24'31"	400.00	100.59
C3	24°49'08"	400.00	173.27
C4	17°21'15"	400.00	121.15
C5	68°03'22"	175.00	207.87
C6	68°03'22"	125.00	148.48
C7	17°21'15"	350.00	106.01
C8	24°49'08"	450.00	194.93
C9	29°24'31"	350.00	179.65
C10	09°44'40"	200.00	34.01
C11	09°44'40"	170.00	28.91
C12	17°32'05"	200.00	61.21
C13	20°01'31"	75.00	26.21
C14	17°32'05"	200.00	61.21
C15	08°51'55"	200.00	30.95
C16	09°47'24"	389.96	63.21
C17	09°44'40"	230.00	39.11

Line Table

NO.	BEARING	DISTANCE
L1	N 45°39'08"W	35.76
L2	N 59°19'43"E	24.29
L3	N 45°35'28"W	13.99
L4	S 44°24'32"W	35.72
L5	N 00°00'00"E	69.49
L6	N 15°00'00"E	47.80
L7	N 00°00'00"E	52.70
L8	N 44°20'52"E	34.95
L9	N 01°10'56"W	10.00
L10	S 46°19'16"E	14.18
L11	N 46°19'16"W	14.14
L12	S 25°54'02"W	52.10
L13	S 88°49'04"W	9.99
L14	N 90°00'00"E	47.67
L15	N 00°00'00"E	54.77
L16	N 01°18'16"W	56.02
L17	N 90°00'00"W	70.06
L18	S 85°41'46"W	30.08
L19	N 90°00'00"W	56.18
L20	N 90°00'00"W	52.49
L21	N 68°03'22"W	20.00
L22	N 21°56'38"E	37.50
L23	N 00°00'00"E	10.00
L24	N 64°03'27"W	13.13
L25	N 00°00'00"E	8.00
L26	N 00°00'00"E	15.00
L27	N 90°00'00"E	5.00
L28	N 00°00'00"E	20.00
L29	N 90°00'00"E	16.00
L30	N 90°00'00"E	20.00
L31	N 90°00'00"E	26.53
L32	N 00°00'00"E	11.83
L33	S 37°33'54"E	15.00
L34	S 52°26'06"W	16.47
L35	N 00°00'00"E	14.84
L36	N 90°00'00"E	27.50
L37	N 72°27'55"E	24.61

APPROVED _____ by the City
Council of the City of Broken Arrow,
Oklahoma.
Mayor
Attest: City Clerk

Planned Unit Development No. 92

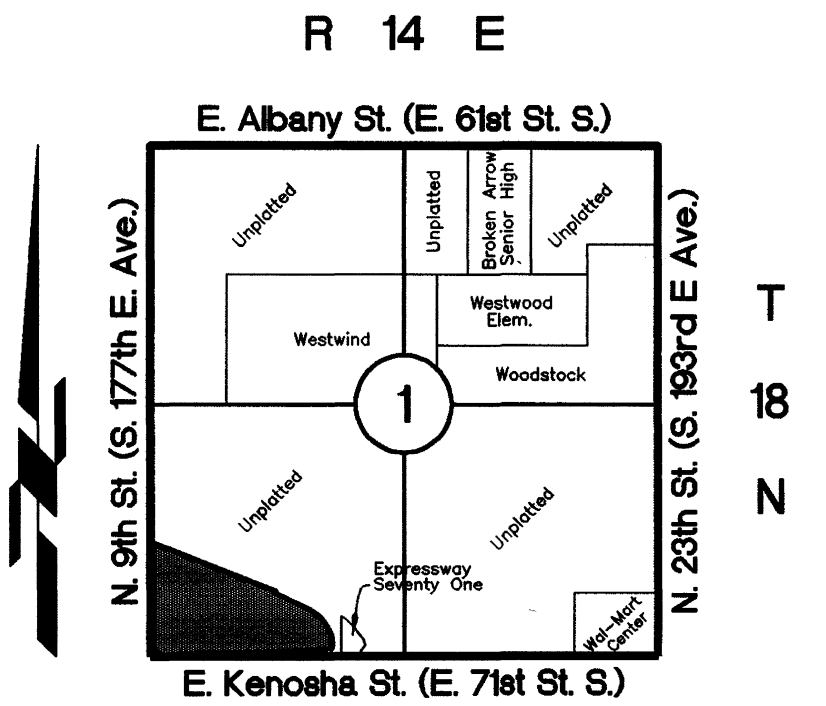
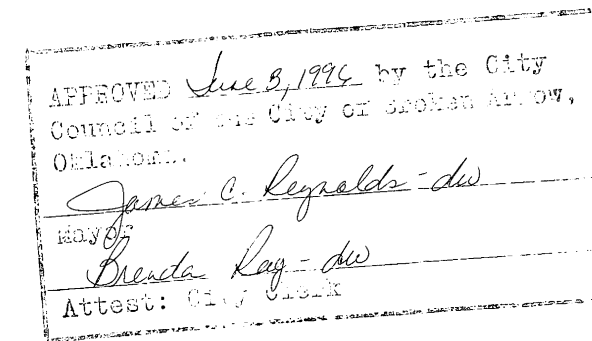
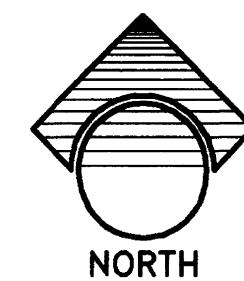
5138

Kenosha Crossing

An Addition to the City of Broken Arrow
Being a Subdivision of a part of the SW/4 of Section 1, T-18-N,
R-14-E, of the Indian Meridian, Tulsa County, State of Oklahoma

ENGINEER:
Tulsa Engineering & Planning Associates, Inc.
8209 East 63rd Place South
Tulsa, Oklahoma 74133
Phone: (918) 252-9621

OWNER:
KMO Development Group, Inc.
400 South Boston Avenue, Suite 500
Tulsa, Oklahoma 74103
Phone: (918) 583-7080



TULSA COUNTY
LOCATION MAP
19 Lots - 3152 Acres

Backflow Preventer Valve Table

BLOCKS	LOTS	PROPOSED FINISH FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION	BLOCKS	LOTS	PROPOSED FINISH FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION	
BLOCK 1	1	742.0	20	737.7	BLOCK 2	1	745.0	16	741.3	
	2	739.5	13	734.5		2	749.5	18	747.3	
	3*	733.5	12	734.5		3	756.0	19	752.0	
	4*	728.0	11	728.1		4	752.5	b	751.3	
	5	727.0	9	725.7		5	741.0	a	737.0	
	6	728.0	8	724.9		6*	731.0	7	734.3	
	7	730.0	5	728.9		7*	735.0	7	734.3	
	8*	727.5	4	727.8		8*	732.0	7	734.3	
	9*	724.0	3	724.9						
	10*	724.0	8	724.9						

If the actual finish floor elevation is lower than one (1) foot above the
top of rim elevation of the upstream manhole, it shall be the builder's
responsibility to install a Backflow Preventer Valve near the building
according to Broken Arrow Ordinance No. 1777, Section 24-100, Adopted
May 17, 1993.
* These lots require backflow preventer valve.

Monument Notes

A 5/8" x 18" deformed bar with a yellow plastic cap stamped
"RLS 1253" to be set at all plat boundary corners, prior to
recordation unless noted otherwise.
A 3/8" x 18" deformed bar with a yellow plastic cap stamped
"RLS 1253" to be set at all lot corners after completion of
improvements, unless noted otherwise.
A 3/8" x 18" deformed bar with a yellow plastic cap stamped
"RLS 1253" to be set at all street centerline intersections,
points of curve, points of tangent, points of compound curve,
points of reverse curve, center of cul-de-sacs and center of
eyebrows, after completion of improvements, unless noted
otherwise.

Lot Addresses

Addresses shown on this Plat provided by the City of Broken
Arrow Planning Department are accurate at the time the plat
was filed, and the addresses are subject to change and should
not be relied on in place of the legal description.

Benchmark

A chiseled square on top of curb at the east curb return in
the northeast quadrant of the intersection of East Kenosha
Street (East 71st Street South) and North 9th Street (South
177th East Avenue)
ELEVATION = 759.61 (N.G.V.D. 1927)

Basis of Bearings

The bearings are based on an Oklahoma State Plane Grid
bearing of S 88°49'04"W along the south line of the SW/4 of
Section 1, T-18-N, R-14-E, of the Indian Meridian, Tulsa
County, State of Oklahoma according to the U.S. Government
Survey thereof.

Legend

U/E	= Utility Easement	BK.	= Book
B/L	= Building Line	PGS.	= Pages
D/E	= Drainage Easement	ESMT.	= Easement
LNA	= Limits of No Access		
	= Mutual Access Easement		
	= Additional Right-of-Way Dedicated by this Plat		

Kenosha Crossing
Sheet 1 of 2

KENOSHA CROSSING
DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

KMO DEVELOPMENT GROUP, INC., an Oklahoma corporation, hereinafter 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 Southwest Quarter (SW/4) of Section 1, Township 18 North, Range 14 East, Indian Meridian, City of Broken Arrow, Tulsa County, State of Oklahoma, according to the Official U. S. Government Survey thereof, being described as follows:

The area bounded on the north by the southerly right-of-way of the Broken Arrow Expressway (State Highway 51), bounded on the south by the northerly right-of-way of East Kenosha Avenue (East 71st Street South), bounded on the west by the easterly right-of-way of North 9th Street (South 177th East Avenue), being more particularly described as follows:

Commencing at the southwest corner of Section 1, Township 18 North, Range 14 East, Indian Meridian.

Then N 01°18'16" W along the west line of the SW/4 of Section 1, a distance of 136.63 feet;

Thence N 88°41'44" E a distance of 60.00 feet to the easterly right-of-way of North 9th Street, said point being also the "Point of Beginning";

Thence N 01°18'16" W along the easterly right-of-way of North 9th Street a distance of 213.37 feet;

Thence N 02°30'35" E along the easterly right-of-way of North 9th Street a distance of 150.33 feet;

Thence N 01°18'16" W along the easterly right-of-way of North 9th Street a distance of 50.00 feet;

Thence N 12°36'52" W along the easterly right-of-way of North 9th Street a distance of 50.99 feet;

Thence N 01°18'16" W along the easterly right-of-way of North 9th Street a distance of 372.52 feet;

Thence N 08°42'47" E along the easterly right-of-way of North 9th Street a distance of 249.11 feet to the southerly right-of-way of Broken Arrow Expressway (State Highway 51);

Thence S 88°03'22" E along the southerly right-of-way of the Broken Arrow Expressway (State Highway 51) a distance of 1335.23 feet to the east line of the W/2 of the SW/4 of Section 1;

Thence S 01°18'42" E along the southerly right-of-way of the Broken Arrow Expressway (State Highway 51) and along the east line of the W/2 of the SW/4 of Section 1 a distance of 25.45 feet;

Thence S 64°03'27" E along the southerly right-of-way of the Broken Arrow Expressway (State Highway 51) a distance of 394.88 feet;

Thence along a curve to the right and along the southerly right-of-way of the Broken Arrow Expressway (State Highway 51) with a chord bearing of S 32°39'00" E, a chord distance of 419.46 feet, a central angle of 62°48'55", a radius of 402.46 feet and an arc length of 441.23 feet;

Thence S 20°19'12" W, (not tangent to previous curve), along the southerly right-of-way of the Broken Arrow Expressway (State Highway 51) a distance of 44.83 feet to the northerly right-of-way of East Kenosha Avenue;

Thence S 88°41'46" W along the northerly right-of-way of East Kenosha Avenue a distance of 275.39 feet;

Thence S 88°49'04" W along the northerly right-of-way of East Kenosha Avenue a distance of 277.66 feet to the east line of the W/2 of the SW/4 of Section 1;

Thence S 01°18'42" E along the east line of the W/2 of the SW/4 of Section 1 and along the northerly right-of-way of East Kenosha Avenue a distance of 15.00 feet;

Thence S 88°49'04" W along the northerly right-of-way of East Kenosha Avenue a distance of 370.88 feet;

Thence N 01°10'56" W along the northerly right-of-way of East Kenosha Avenue a distance of 5.00 feet;

Thence S 88°49'04" W along the northerly right-of-way of East Kenosha Avenue a distance of 350.00 feet;

Thence S 01°10'56" E along the northerly right-of-way of East Kenosha Avenue a distance of 5.00 feet;

Thence S 88°49'04" W along the northerly right-of-way of East Kenosha Avenue a distance of 463.79 feet;

Thence N 46°19'16" W along the right-of-way of East Kenosha Avenue and North 9th Street a distance of 108.82 feet to the "Point of Beginning";

The above described tract contains 1,375,081 square feet or 31.52 acres.

The Bearings are based on an Oklahoma State Plane Grid bearing of S 88°49'04" W along the south line of the SW/4 of Section 1, T-18-N, R-14-E, of the Indian Meridian, Tulsa County, State of Oklahoma according to the U.S. Government Survey thereof;

and has caused the above described land to be surveyed, staked, platted and subdivided into lots, blocks, reserve areas and streets, in conformity with the accompanying plat, and has designated the subdivision as "KENOSHA CROSSING", a subdivision in the City of Broken Arrow, Tulsa County, Oklahoma.

SECTION I.
STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the streets as depicted on the accompanying plat and does further dedicate for public use the utility easements as depicted on the accompanying plat as "use" or "utility easement", for the several purposes of constructing, maintaining, operating, repairing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along 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 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.

B. Underground Service

- Overhead lines for the supply of electric, telephone and cable television services may be located along the perimeter boundaries of the subdivision and along the East boundary of Lot 5, Block 2 and the East boundaries of Lots 5, 6 & 7, Block 1 if located within the public street and/or utility easements 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, cable television and gas lines shall be located underground in the easementways dedicated for general utility services and in the rights-of-way of the public streets and the private streets, as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in easementways.
- 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, effective and exclusive 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 the structure and upon the installation of a primary service cable serving more than one lot, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on the lot, covering a 10 foot strip extending 5 feet on either side of the primary service cable.

- The supplier of electric, telephone, cable television and gas services, through its agents and employees, shall at all times have right of access to all easementways 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, 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 in 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. The 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 the supplier of the electric, telephone, cable television or gas service and the owner of the lot agrees to be bound hereby.

C. Water and Sewer Service

- The owner of the lot shall be responsible for the protection of the public water and sewer mains located on the owner's lot.
- Within the utility easement areas depicted on the accompanying plat, the alteration of ground elevations in excess of 3 feet 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. Within the utility easement areas depicted 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, including valve boxes, fire hydrants and manholes shall be adjusted to the altered ground elevations, by the owner of the lot or at its election, the City of Broken Arrow, Oklahoma may make such adjustment at the expense of the owner of the lot.
- The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.
- The City of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to all easementways depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.
- 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. 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 public streets and easements. No lot owner 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 his lot. The foregoing covenants set forth in this Paragraph D shall be enforceable by any affected lot owner and by the City of Broken Arrow, Oklahoma.

E. Stormwater Detention

- The Owner/Developer does hereby grant and establish a perpetual easement on, over and across the Reserves "A" and "B" (hereinafter referred to as the "Detention Easement Area") for the purposes of permitting the flow, conveyance, detention and discharge of stormwater runoff from the various lots within Kenosha Crossing.
- Detention and other drainage facilities constructed within Reserves "A" and "B" shall be in accordance with standards and specifications approved by the City of Broken Arrow, Oklahoma.
- Detention and other drainage facilities within Reserves "A" and "B" shall be maintained by the property owners' association to be formed pursuant to Section III and maintenance shall be in accordance with the following standards:
 - The Detention Easement Area shall be kept free of litter.
 - The Detention Easement Area shall be mowed during the growing season at intervals not exceeding 4 weeks.
 - In the event the property owners' association should fail to properly maintain the Detention Easement Area as above provided, the City of Broken Arrow, Oklahoma, or its designated contractor may enter the Detention Easement Area and perform such maintenance, and the cost thereof shall be paid by the property owners' association.
 - In the event the property owners' association, after completion of the maintenance and receipt of a statement of costs, fails to pay the cost of maintenance 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 lot within Kenosha Crossing, provided however, the lien against each lot shall not exceed a proportionate share computed by dividing the number of square feet within the lot (the numerator) 1,159,960 square feet (the denominator).
 - A lien established as above provided may be foreclosed by the City of Broken Arrow, Oklahoma.

F. Limits Of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to Kenosha Street (East 71st Street South) and North 9th Street (South 177th East Avenue) within the bounds designated 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 successor, with the concurrence of the owner of the lot affected, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.

G. Paving and Landscaping Within Easements

The owner of the lot affected shall be responsible for the repair of damage to landscaping and paving occasioned by the use, maintenance of 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.

SECTION II.
PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, Kenosha Crossing was submitted as a planned unit development (designated as PUD No. 92) as provided within Section 3 of Ordinance 1560 of the City of Broken Arrow, Oklahoma (Broken Arrow Zoning Code), as the same existed on September 5, 1995, which PUD No. 92 was approved by the Broken Arrow Planning Commission on August 24, 1995 and by the Council of the City of Broken Arrow, Oklahoma, on September 5, 1995; 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 ensure the implementation and continued compliance with the approved planned unit development; and

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to insure adequate restrictions for the mutual benefit of the Owner/Developer, its successors and assigns, and the City of Broken Arrow, Oklahoma;

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth.

A. Use of Land

- The development of Kenosha Crossing shall be subject to the Planned Unit Development provisions of the Broken Arrow Zoning Code, as the same existed on September 5, 1995, or as subsequently amended.
- The use of the Lots within Kenosha Crossing shall be limited to the uses permitted by right within a C-4 Automotive Sales and Service District or C-5 Highway Commercial and Commercial Recreation District as set forth within the Broken Arrow Zoning Code.
- Reserves "A" and "B" shall be limited to use for utilities, stormwater drainage facilities, open space, landscaping and/or recreation and are reserved for subsequent conveyance to the property owners' association to be formed pursuant to Section III hereof.
- Reserves "C" and "D" shall be limited to landscaping and project identification signage and are reserved for subsequent conveyance to the property owners' association to be formed pursuant to Section III hereof.

B. Development Standards

The Lots within Kenosha Crossing shall be subject to the following restrictions and limitations:

1. Floor Area

The maximum floor area within each lot shall not exceed .25 of the lot area, provided however, within Lot 5 Block 2 the maximum floor area shall not exceed .30 of the lot area.

2. Building Setbacks

- No building shall be located nearer to a public street or the Broken Arrow Expressway than the setback lines depicted on the accompanying plat, provided however, a setback from an interior public street may be reduced to 25 feet if the setback area is landscaped.
- Buildings shall be setback from lot boundaries (other than street boundaries) a distance of not less than 10 feet.
- No building, whether principal or accessory, shall encroach upon any utility easement.

3. Off-Street Parking

Off-Street parking shall be provided as set forth within Article IV of the Broken Arrow Zoning Code, provided however, for restaurant establishments one parking space shall be provided for each 72 square feet of gross floor area if no sit down bar service is provided and one parking space shall be provided for each 60 square feet of gross floor area if sit down bar service is provided.

4. Building Height

The height of buildings shall not exceed 3 stories, provided however, hotel or motel buildings may be 4 stories.

5. Landscaped Areas

- Not less than 5% of the lot area shall be landscaped.
- A landscaped area of not less than 10 feet shall be established along the Kenosha (East 71st Street South) and North 9th Street (South 177th East Avenue) and/or Broken Arrow Expressway frontages of each lot, provided however, that a landscaped area of not less than 20 feet shall be established along the Kenosha (East 71st Street South) frontage of Lot 5, Block 2.
- Reserves "A" and "B" shall be landscaped.

6. Signs

Signs accessory to principal or permitted uses shall comply with the restrictions of the planned unit development provisions of the City of Broken Arrow Zoning Code, and shall comply with the following restrictions:

(a) Utility Easements / Reserves

No sign shall be located within any utility easement or reserve except project identification signage located within Reserves "C" and "D".

(b) Within Lot 1, Block 1 and Lots 1 and 2, Block 2

- Ground Signs
Each lot shall be limited to one ground sign, monument in design, not exceeding 128 square feet in display surface area or 128 square feet in display surface area, and setback from the adjoining Lynn Lane right-of-way not less than 20 feet.
- Wall or Canopy Signs
The aggregate display surface area of wall or canopy signs shall be limited to 1 1/2 square feet per each lineal foot of the building wall to which the sign or signs are affixed. Wall or canopy signs shall not exceed the height of the building.
- Within Lots 2, 3, 4, 5 and 10, Block 1 and Reserve "B"

- Ground Signs
In the aggregate, ground signs shall be limited to 4 signs along the Broken Arrow Expressway right-of-way which may be either pole signs each not exceeding 20 feet in height and 150 square feet in display surface area or monument signs each not exceeding 12 feet in height and 150 square feet in display surface area. The above permitted ground signs shall be setback not less than 28 feet from the Broken Arrow Expressway right-of-way, and shall be limited to termination of the retail complex and/or tenants therein which may be located within a display surface area of not less than 128 square feet from the centerline of Kenosha not less than 100 feet.
- Wall or Canopy Signs
The aggregate display surface area of wall or canopy signs shall be limited to 1 1/2 square feet per each lineal foot of the building wall to which the sign or signs are affixed. Wall or canopy signs shall not exceed the height of the building.
- Within Lots 3, 4, 5, 7 and 8, Block 2 and Lots 7 through 9, Block 2

- Ground Signs
Each lot shall be limited to one ground sign either monument or pole not exceeding 20 feet in height and 128 square feet in display surface area and setback from the centerline of Kenosha not less than 100 feet.
- Wall or Canopy Signs
The aggregate display surface area of wall or canopy signs shall be limited to 1 1/2 square feet per each lineal foot of the building wall to which the sign or signs are affixed. Wall or canopy signs shall not exceed the height of the building.
- Within Lot 6, Block 1 and Lot 6, Block 2

- Ground Signs
Each lot shall be limited to one ground sign either monument or pole not exceeding 20 feet in height and 128 square feet in display surface area and setback from the adjoining interior public street (East Lansing Avenue) right-of-way not less than 10 feet.
- Wall or Canopy Signs
The aggregate display surface area of wall or canopy signs shall be limited to 1 1/2 square feet per each lineal foot of the building wall to which the sign or signs are affixed. Wall or canopy signs shall not exceed the height of the building.
- Project Identification

Within each of the medians located at the interior public street intersections with Kenosha and Lynn Lane, one monument sign shall be permitted identifying the retail complex and/or tenants therein not exceeding 6 feet in height and 80 square feet in display surface area.

7. Trash and Mechanical Equipment

Trash receptacles and mechanical equipment areas shall be screened from public view by persons standing at ground level. Trash or recyclable materials shall be stored in receptacles.

8. Site Plan, Landscaping Plan, and Sign Plan Requirements

Prior to the issuance of a building permit, a detailed site plan for the improvements proposed to be constructed including delineation of the area to be landscaped shall be submitted to and approved by the Broken Arrow Planning Commission. Prior to the occupancy of any building, a detailed landscaping plan of the lot in which the building is located shall be submitted to and approved by the Broken Arrow Planning Commission. Landscaping shall be installed in accordance with the approved plan. Subsequent to the initial installation, landscaping shall thereafter be maintained and replaced as needed by the owner of the lot in which the required landscaping is located. Prior to the installation of any signage, a detailed plan of the sign or signs proposed to be installed shall be submitted to and approved by the Broken Arrow Planning Commission. The development and use of Kenosha Crossing shall be in compliance with the approved site plans, landscape plans and sign plans or such amendments thereof as may be later approved by the Broken Arrow Planning Commission or its successor.

C. Lot-Splitting and Lot Boundary Adjustment

Where by reason of lot-splitting (approved by the Broken Arrow Planning Commission) or by reason of the common acquisition of adjoining lots, a lot line is originally platted divides the ownership, the owner may declare by recorded document that the ownership lines shall serve as lot lines and thereafter setbacks shall be measured from the declared lot lines and the ownership lines shall be deemed to establish a single lot for the purposes of determining permitted principal and accessory uses, including signage, and the applicability of and compliance with the other restrictions of the approved PUD No. 92.

D. Definitions

In the event of ambiguity of any word or term set forth in Subsections A or B of Section II, the meaning thereof shall be deemed to be defined as set forth within the Broken Arrow Zoning Code as the same existed on September 5, 1995, or as subsequently amended.

SECTION III.
PROPERTY OWNERS' ASSOCIATION

A. Formation of Property Owners' Association

The Owner/Developer has formed or shall cause to be formed the Kenosha Crossing Property Owners' Association, Inc. (hereinafter referred to as the "Association"), a non-profit corporate entity to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purposes of maintaining the stormwater detention facility and other common areas and enhancing the value, desirability and attractiveness of Kenosha Crossing.

B. Membership

Every person or entity who is a record owner of the fee interest of a lot shall be a member of the Association, and membership shall be appurtenant to and may not be separated from the ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership to the Association as of the date of incorporation, or as of the date of recording of the deed, whichever occurs last.

C. Covenant for Assessments

The Owner/Developer and each subsequent owner of a lot, by acceptance of a deed thereof, is deemed to covenant and agree to pay to the Association assessments to be established by the Board of Directors in accordance with a declaration to be executed and recorded by the Owner/Developer prior to the conveyance of a lot within Kenosha Crossing. 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.

D. Enforcement Rights of the Association

Without limitation of such other powers and rights as the Association may have, the Association shall be deemed a beneficiary, to the same extent as a lot owner, of the various covenants set forth within this document, and shall have the right to enforce the covenants to the same extent as a lot owner.

SECTION IV.
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 I. Public Streets, Easements and Utilities are set forth certain covenants and the enforcement rights pertaining thereto. 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 the owners of lots within the subdivision, shall inure to the benefit of the property owners' association provided for in Section III, and shall inure to the benefit of the City of Broken Arrow, Oklahoma. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section II, it shall be lawful for any person or persons owning any lot situated within the subdivision or the property owners' association, or the City of Broken Arrow 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 or to recover damages. In any judicial action brought by the property owners' association or any lot owner, which action seeks to enforce the covenants or restrictions set forth within Section II, or to recover damages for the breach thereof, the prevailing party shall be entitled to receive his or its reasonable attorney fees and costs and expenses incurred in such action.

B. Duration

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

C. Amendment

The covenants contained within Section I. Public Streets, Easements and Utilities may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the lot or lots to which the amendment or termination is to be applicable and by the Broken Arrow Planning Commission, or its successors 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 a written instrument signed and acknowledged by the owner of the lot or lots to which the amendment or termination is to be applicable and by the Broken Arrow Planning Commission, or its successors. The provisions of any such instrument amending or terminating covenants shall be effective from and after the date it is properly recorded.

D. Severability

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

IN WITNESS WHEREOF, KMO DEVELOPMENT GROUP, INC., an Oklahoma corporation, has executed this instrument this 10th day of July, 1995.

KMO DEVELOPMENT GROUP, INC., an Oklahoma corporation

By Greg D. Owens
Greg D. Owens, President

STATE OF OKLAHOMA } ss.

COUNTY OF TULSA }

This instrument was acknowledged before me this 10th day of July, 1995, by Greg D. Owens, as President of KMO Development Group, Inc. for the uses and purposes therein set forth.

Cynthia M. Dunn
Notary Public

My commission expires:

1-8-97

CERTIFICATE OF SURVEY

I, Jerry W. Ledford, of Tulsa Engineering and Planning Associates, Inc., a Registered Professional Engineer and 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 "Kenosha Crossing", 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 practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Jerry W. Ledford
Registered Professional Engineer and Land Surveyor, No. 1253

APPROVED June 3, 1996 by the City Council of the City of Broken Arrow, Oklahoma.
James C. Reganold - dm
Mayor
Brenda Ray - dm
Attest: City Clerk



STATE OF OKLAHOMA } ss.
COUNTY OF TULSA }

This instrument was acknowledged before me this 10th day of July, 1996, by Jerry W. Ledford, for the uses and purposes therein set forth.

Paul Mitchell
Notary Public

My commission expires:

March 27, 1997