CONDITIONAL FINAL PLAT

CSD ENTERPRISES AMENDED

An Addition to the City of Broken Arrow

Being a Replat of Block 1, and Reserve A of "CSD ADDITION" and
a Part of Lot 1 of Block 1 of "BATTLE CREEK MINI-STORAGE" and
a subdivision of a Part of Northeast Quarter of Section 33,
Township 19 North, Range 14 East
Indian Meridian, Tulsa County, State of Oklahoma

PUD 226A

CSD ENTERPRISES AMENDED
DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: THAT, CSD ENTERPRISES LLC, BEING THE OWNER OF THE SURFACE REAL ESTATE AND PREMISES SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, AND DESCRIBED AS FOLLOWS:

ALL OF LOT 1 & LOT 2 OF BLOCK 1 AND RESERVE A OF “CSD ENTERPRISES”, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, RECORDED AS PLAT #6627 AT THE OFFICE OF THE TULSA COUNTY CLERK. ALONG WITH A 14.00 FOOT X 600.76 FOOT PART OF LOT 1 OF BLOCK 1, “BATTLE CREEK MINI-STORAGE”, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, RECORDED AS PLAT #5595 AT THE OFFICE OF THE TULSA COUNTY CLERK. ALONG WITH AN UNPLATTED PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 SE/4 NE/4) OF SECTION THIRTY-THREE (33), TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT. TOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

POINT OF BEGINNING AT THE SOUTHEAST CORNER LOT 1 OF BLOCK 1, “CSD ENTERPRISES”, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, RECORDED AS PLAT #6627; THENCE ALONG THE EAST LINE OF SAID LOT 1, BLOCK 1, "CSD ADDITION", N01°22'51"W A DISTANCE OF 180.30 FEET, SAID LINE BEING 60.00 FEET FROM AND PARALLEL WITH THE EAST LINE OF THE NE/4 OF SECTION 33, T19N, R14E, TULSA COUNTY; THENCE S88°42'13"W A DISTANCE OF 600.76 FEET; THENCE S01°22'52"E A DISTANCE OF 293.51 feet TO A POINT ON THE SOUTH LINE OF LOT 1 OF BLOCK 1, “BATTLE CREEK MINI-STORAGE”, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, RECORDED AS PLAT #5595; THENCE ALONG THE SOUTH LINE OF SAID LOT 1, BLOCK 1, “BATTLE CREEK MINI-STORAGE”, N88°41'49"E A DISTANCE OF 600.76 FEET; THENCE N01°22'51"W A DISTANCE OF 14.00 FEET; THENCE N88°41'49"E A DISTANCE OF 20.00 FEET; THENCE N01°22'51"W A DISTANCE OF 99.14 FEET; THENCE S88°42'13"W A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. BEARINGS BASED ON THE OKLAHOMA STATE PLANE NORTH GRID..

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 3 LOTS, IN 1 BLOCK, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "CSD ENTERPRISES AMENDED" A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

CSD ENTERPRISES LLC DOES HEREBY GUARANTEE CLEAR TITLE TO ALL THE LAND THAT IS SO DEDICATED AND THE FOLLOWING DEVELOPMENT STANDARDS AND RESTRICTIONS SHALL APPLY.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS
THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. ADDITIONALLY, THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "UE" 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, 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 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 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 FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED. ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. LIMITS OF NO ACCESS
THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO NORTH ASPEN AVENUE WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (OR "LNA") ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA.

C. UNDERGROUND SERVICE
1. OVERHEAD POLES MAY BE LOCATED ALONG THE PERIMETER BOUNDARIES OF THE SUBDIVISION AS NECESSARY IF LOCATED IN UTILITY EASEMENTS FOR THE PURPOSE OF THE SUPPLY OF UNDERGROUND SERVICE. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL ELECTRIC AND COMMUNICATION SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS, SHOWN ON THE ATTACHED PLAT.
2. ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION, COMMUNICATION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS SHOWN ON THE PLAT OF THE SUBDIVISION. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE SAID UTILITY EASEMENTS.
3. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ANY 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 STRUCTURE AS MAY BE LOCATED UPON EACH SAID LOT, PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT WIDE STRIP MEASURING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.
4. EACH SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, COMMUNICATION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OF THE SUBDIVISION OR PROVIDED FOR IN THIS CERTIFICATE/DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION, COMMUNICATION OR GAS SERVICE FACILITIES SO INSTALLED BY IT. EACH SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION COMMUNICATION OR GAS SERVICE IS ALSO RESERVED THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO TRIM, OR TREAT ANY VEGETATION UNDERGROWTH WITHIN SAID EASEMENT.
5. THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND UTILITY FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION, COMMUNICATION 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 THE OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, COMMUNICATION OR GAS SERVICES.

D. WATER MAINS, SANITARY SEWERS, AND STORM SEWER SERVICES
1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS IN THIS SUBDIVISION.
2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GROUND ELEVATIONS FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS, SHALL BE PROHIBITED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CITY OF BROKEN ARROW, OKLAHOMA.
3 THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM 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.
4. 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 CERTIFICATE/DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE
EACH LOT DEPICTED ON THE ACCOMPANYING PLAT 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(S) SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

F. STORM DETENTION FACILITIES, RESERVE "A"
RESERVE "A" IS ESTABLISHED FOR STORM WATER DETENTION FACILITIES, OPEN SPACE AND LANDSCAPE AREA. THIS AREA SHALL BE MAINTAINED BY THE PROPERTY OWNER OF RESERVE "A" UNLESS A SEPARATE PROPERTY ASSOCIATION IS CREATED THAT IS RESPONSIBLE FOR THE MAINTENANCE. MAINTENANC TO BE IN ACCORDANCE WITH CITY OF BROKEN ARROW ORDINANCES, STANDARDS AND SPECIFICATIONS.

G. PAVING AND LANDSCAPING WITHIN EASEMENT
THE OWNER OF ANY LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY PLACEMENTS, REPLACEMENTS OR 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.INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

Prj#1307036

SECTION II. PLANNED UNIT DEVELOPMENT COVENANTS AND RESTRICTIONS

CSD ENTERPRISES AMENDED WAS PROCESSED AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION (“BAPC”) AND THE CITY OF BROKEN ARROW, OKLAHOMA AS A “PLANNED UNIT DEVELOPMENT” DESIGNATED PUD NO. 226A. PUD NO. 226A WAS AFFIRMATIVELY RECOMMENDED BY THE BAPC ON FEBRUARY 22, 2018 AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW ON MARCH 20, 2018. IN ACCORDANCE WITH THE PERTINENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE REQUIRING 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 PLANNED UNIT DEVELOPMENT AS APPROVED BY THE CITY OF BROKEN ARROW, AND IN ORDER TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO ENSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNERS (AND ITS SUCCESSORS AND ASSIGNS) AND THE CITY OF BROKEN ARROW, THE OWNERS DOES HEREBY IMPOSE THE FOLLOWING PROTECTIVE COVENANTS AND RESTRICTIONS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS AND ITS SUCCESSORS AND ASSIGNS AS THE OWNER(S) OF LOTS IN THE SUBDIVISION, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. GENERAL DEVELOPMENT CONDITIONS
THE DEVELOPMENT AND USE OF CSD ENTERPRISES AMENDED SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE AS THEY EXISTED ON JUNE 13, 2014. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY BUILDING UNTIL A PLANNED UNIT DEVELOPMENT DETAIL SITE PLAN FOR CSD ENTERPRISES AMENDED HAS BEEN SUBMITTED AND APPROVED AS BEING IN COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT STANDARDS.

FOR THE PURPOSE OF MAINTAINING THE RESERVE AREA, FENCES AND COMMON AREAS WITHIN THE SUBDIVISION THE OWNERS WILL FORM A BINDING AGREEMENT OR ASSOCIATION. MAINTENANCE AND CARE WILL BE AN EXPENSE PROPORTIONATELY SHARED BY EACH LOT OWNER.

B. PERMITTED USES
LOTS 1 AND 3 SHALL BE DEVELOPED IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING ORDINANCE AND THE USE AND DEVELOPMENT REGULATIONS OF THE CH DISTRICT EXCEPT AS DESCRIBED BELOW. ANY PUBLIC UTILITY SYSTEMS WITHIN THE PROJECT WILL BE CONSTRUCTED TO PUBLIC STANDARDS AND DEDICATED TO THE CITY UPON COMPLETIONS AS NECESSARY. PERMITTED USES: ALL USED DEFINED IN THE CH ZONING DISTRICT EXCEPT SEXUALLY ORIENTED BUSINESS, BAR/NIGHTCLUB, ALCOHOLIC BEVERAGES, MARIJUANA SALES/CULTIVATION, TATTOOING, ANIMAL SALES AND SERVICE. LOT DIMENSION: PER CURRENT ZONING REQUIREMENTS FOR CH.

LOT 2 SHALL BE DEVELOPED IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING ORDINANCE AND THE USE AND DEVELOPMENT REGULATIONS OF THE IL DISTRICT EXCEPT AS DESCRIBED BELOW. ANY PUBLIC UTILITY SYSTEMS WITHIN THE PROJECT WILL BE CONSTRUCTED TO PUBLIC STANDARDS AND DEDICATED TO THE CITY UPON COMPLETIONS AS NECESSARY. PERMITTED USES: OFFICE, WAREHOUSE, AND/OR INDOOR RV STORAGE SPACE SHALL BE THE ONLY USES ALLOWED IN LOT 2. SUBJECT TO THE CITY OF BROKEN ARROW CODE AND THE HEALTH AND WELFARE OF THE CITIZENS OF BROKEN ARROW, OPEN STORAGE SHALL BE LIMITED TO LOT 2 OF BLOCK 1. ITEMS PROHIBITED FROM STORAGE ARE AS FOLLOWS BUT NOT LIMITED TO: ABANDONED OR INOPERABLE VEHICLES AND EQUIPMENT, TRASH, DEBRIS, LIVE ANIMALS, DISCARDED MATERIAL. NO CONTAINERS SHALL BE STORED OUTSIDE THAT ARE SUBJECT STAGNANT WATER ACCUMULATION. LOT 2 SHALL BE DEVELOPED AS ONE LOT. ACCESS TO THIS LOT FROM ASPEN AVENUE SHALL BE BY THE MUTUAL ACCESS EASEMENT.

C. MINIMUM BUILDING SETBACKS
BUILDINGS IN LOT 1 AND LOT 3, CSD ENTERPRISES AMENDED SHALL BE SET BACK AS FOLLOWS:

FRONT YARD SETBACK EAST FROM ASPEN AVENUE	50 FEET
INTERIOR LOT LINES	0 FEET
REAR YARD	0 FEET
PERIMETER OF PUD SIDE YARDS	10 FEET*

*IF A MAINTENANCE EASEMENT IS OBTAINED FROM THE ADJACENT PROPERTY OWNER, THE BUILDING SETBACK LINE MAY BE REDUCED TO 0. NO BUILDINGS, HOWEVER, SHALL BE LOCATED IN A UTILITY EASEMENT.

THE ONLY BUILDING SETBACK REQUIREMENT IN LOT 2 IS THAT NO BUILDINGS SHALL BE LOCATED IN A UTILITY EASEMENT AND BUILDINGS SHALL SETBACK AT LEAST 10 FEET FROM THE NORTH AND SOUTH BOUNDARIES OF LOT 2. IF A MAINTENANCE EASEMENT IS OBTAINED FROM THE ADJACENT PROPERTY OWNER, THE BUILDING SETBACK LINE ALONG THE NORTH AND SOUTH BOUNDARIES MAY BE REDUCED TO 0.

D. BUILDING HEIGHTS: 3 STORY, 60 FEET

E. MAXIMUM BUILDING FLOOR AREA: NO RESTRICTION

F. BUILDING FACADE:
FOR LOT 1 AND LOT 3, THE EAST SIDE OF ALL BUILDINGS SHALL BE CONSTRUCTED OF MASONRY, CONCRETE PANELS, GLASS BLOCK, GLASS CURTAIN WALLS, EXTERIOR INSULATED FINISHED SYSTEMS (EIFS), OR STUCCO FACADES. OTHER EXTERIOR MATERIALS CAN BE CONSIDERED, PROVIDED THEY AE SUBMITTED TO AND APPROVED BY THE PLANNING COMMISSION. THE NORTH AND SOUTH SIDE OF BUILDING FOR AT LEAST 4' HIGH SHALL BE CONSTRUCTED OF MASONRY, CONCRETE PANELS, GLASS BLOCK, GLASS CURTAIN WALLS, EXTERIOR INSULATE FINISHED SYSTEMS (EIFS), OR STUCCO FACADES. OTHER EXTERIOR MATERIALS CAN BE CONSIDERED, PROVIDE THEY ARE SUBMITTED TO AND APPROVED BY THE PLANNING COMMISSION.
FOR LOT 2, THE EXTERIOR OF ALL BUILDINGS SHALL BE EITHER CONSTRUCTED OF MASONRY, CONCRETE PANELS, GLASS BLOCK, GLASS CURTAIN WALLS, EXTERIOR INSULATED FINISHED SYSTEMS (EIFS), STUCCO FACADES, OR METAL PANELS. IF METAL PANELS ARE USED ON THE SIDES ADJACENT TO THE EAST AND SOUTH BOUNDARY OF LOT 2, THEY SHALL RESEMBLE THAT SHOWN IN EXHIBIT F OF PUD 226A THAT WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW. OTHER EXTERIOR MATERIALS CAN BE CONSIDERED, PROVIDED THEY ARE SUBMITTED TO AND APPROVED BY THE PLANNING COMMISSION.

G. LANDSCAPED AREAS
EXCEPT AS OTHERWISE PROVIDED HEREIN, THE LANDSCAPING REQUIREMENTS OF THE BROKEN ARROW ZONING ORDINANCE SHALL APPLY TO THIS SUBDIVISION.

FOR LOT 1 AND LOT 3 LANDSCAPING PER CURRENT CH ZONING REQUIREMENTS EXCEPT AS NOTED.
MINIMUM NUMBER OF TREES OR CRAPEMYRTLES PLANTED AND MAINTAINED IN LANDSCAPED AREAS:
PUD REQUIRES 10' LANDSCAPE EASEMENT
PUD REQUIRES 10 SHRUBS FOR EVERY 50 LINEAR FEET
PUD REQUIRES FOR INTERIOR LOT 1 TREE PER 12 PARKING SPACES
PUD REQUIRES FOR STREET 1 TREE PER 40 LINEAR FEET IF 2" CALIPER TREES FROM THE APPROVED LIST ARE USED,
OR 1 PER 20 LINEAL FEET WHEN CRAPE MYRTLES ARE USED.
MINIMUM LANDSCAPE AREA: 15% DEVELOPABLE

FOR LOT 2 A 5-FOOT WIDE LANDSCAPE AREA SHALL BE PROVIDED ALONG THE EAST BOUNDARY OF LOT 2. THE FIVE FOOT WIDE LANDSCAPE AREA CAN BE LOCATED IN PARTIAL OR ALL IN LOT 1, 2, AND 3. IN THIS LANDSCAPE AREA, AT LEAST ONE EVERGREEN, THREE-GALLON SHRUB SHALL BE PLANTED PER 30 LINEAR FEET THEREOF. NO OTHER LANDSCAPING IS REQUIRED IN LOT 2.

H. TRANSPORTATION ACCESS AND PARKING

MUTUAL ENTRY: A 44 FEET WIDE MUTUAL POINT OF ENTRY IS BUILT AND WILL BE AS SHOWN ON THE FACE OF PLAT FOR CSD ENTERPRISES AMENDED AND NO OTHER POINT OF ENTRY WILL BE ALLOWED WITHOUT APPROVAL OF THE PLANNING COMMISSION.

MUTUAL ACCESS EASEMENT: FOR THE EFFICIENT AND HARMONIOUS DEVELOPMENT OF THE COMBINED PARCELS A MUTUAL ACCESS EASEMENT AS SHOWN ON THE FACE OF PLAT FOR CSD ENTERPRISES AMENDED.

MUTUAL PARKING: FOR THE EFFICIENT AND HARMONIOUS DEVELOPMENT OF THE COMBINED PARCELS A MUTUAL PARKING AGREEMENT WILL BE A PART OF THE COVENANTS.

OFF-STREET PARKING REQUIREMENTS:
FOR LOT 2, 1 PARKING SPACE PER 650 SQUARE FEET OF BUILDING. FOR LOT 1 AND 3, 1 PARKING SPACE PER 400 SQUARE FEET, PER PUD 226A

I. SIGNS
ONE FREESTANDING MONUMENT SIGN SHALL BE ALLOWED TO BE PLACED PER LOT. THE SIGN SHALL NOT EXCEED 14 FEET IN HEIGHT AND 100 SQUARE FEET OF DISPLAY AREA. NO SIGN SHALL BE LOCATED IN ANY UTILITY OR ACCESS EASEMENT. ALL FREE STANDING SIGNS SHALL HAVE A MONUMENT BASE DESIGN (NO SINGLE POLE DESIGN).

J. EXTERIOR LIGHTING
ALL EXTERIOR LIGHTING SHALL BE AS PROVIDED IN THE BROKEN ARROW ZONING ORDINANCE.

K. REFUSE
TO FOLLOW CURRENT ZONING REQUIREMENTS.

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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 OWNERS, AND ITS SUCCESSORS AND ASSIGNS, AS THE OWNER(S) OF THE LOTS IN CSD ENTERPRISES AMENDED. WITHIN THE PROVISIONS SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAIN THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I AND II, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN THE SUBDIVISION AND THE CITY OF BROKEN ARROW. OKLAHOMA AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN., IT SHALL BE LAWFUL FOR 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. IF THE OWNER OR ITS SUCCESSORS OR ASSIGNS OR ANY OWNER OF ANY LOT WITHIN THE SUBDIVISION SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW 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 ANY OWNER OF A LOT OR THE CITY OF BROKEN ARROW, 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'S FEES AND COST AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION
THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL AND SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS CERTIFICATE/DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C AMENDMENT
THE COVENANTS CONTAINED HEREIN MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF ALL LOTS WITHIN CSD ENTERPRISES AND BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSOR(S), WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND DULY FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OR RECORDER OF DEEDS OF TULSA COUNTY, OKLAHOMA.

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, CSD ENTERPRISES, LLC , AN OKLAHOMA CORPORATION

HAS EXECUTED THIS INSTRUMENT ON

THIS ____ DAY OF __________ , 2018.

CSD ENTERPRISES, LLC , AN OKLAHOMA CORPORATION

BY: ____
CHARLIE DANIELS, OWNER OF CSD ENTERPRISES, LLC

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON

THIS ____ DAY OF __________ , 2018.

BY, CHARLIE DANIELS, OWNER OF
CSD ENTERPRISES, LLC , AN OKLAHOMA CORPORATION

____________________ ____________________
MY COMMISSION EXPIRES NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, RUSSELL M. MUZIKA, OF GEODECA, LLC., A LICENSED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "CSD ENTERPRISES AMENDED", AN ADDITION TO 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 ______ DAY OF _________________, 2018

REGISTERED PROFESSIONAL LAND SURVEYOR
RUSSELL M. MUZIKA
L.S. 1603
OKLAHOMA

____
RUSSELL M. MUZIKA
PROFESSIONAL LAND SURVEYOR, OKLAHOMA #1603
GEODECA LLC, CERTIFICATE OF AUTHORIZATION #5524
RENEWAL JUNE 30TH 2018

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON

THIS ____ DAY OF __________ , 2018.

BY RUSSELL M. MUZIKA OF
GEODECA LLC, AN OKLAHOMA CORPORATION.

____________________ ____________________
MY COMMISSION EXPIRES NOTARY PUBLIC

APPROVED
by the City Council of the City of
Broken Arrow, Oklahoma

____
Mayor

____
Attest: City Clerk

CASE NO. PT13-104A

DATE PREPARED April 2, 8:30 PM