

LEGEND

- EM ELECTRIC METER  
GM GAS METER  
GUY GUY WIRE DOWN  
GV GAS VALVE  
OC OVERHEAD CABLE  
OE OVERHEAD ELECTRIC  
OT OVERHEAD TELEPHONE  
PP POWER POLE  
RCP REINFORCED CONCRETE PIPE  
UC UNDERGROUND CABLE  
UE UNDERGROUND ELECTRIC  
UG UNDERGROUND GAS  
XFMR TRANSFORMER  
B/S BUILDING SETBACK LINE  
S/E SCREENING EASEMENT (PRIVACY FENCE)  
U/E UTILITY EASEMENT

- BM BENCHMARK  
P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCEMENT  
R/W RIGHT-OF-WAY  
U/E UTILITY EASEMENT  
F/E FENCE EASEMENT  
D/E DRAINAGE EASEMENT  
B/L BUILDING SETBACK LINE  
~560~ ADDRESS  
● FOUND 3/8" IRON PIN  
(UNLESS OTHERWISE NOTED)

BENCHMARK NOTES

BENCHMARK EAST QUARTER CORNER  
SECTION 33, MAG NAIL WITH WASHER  
STAMPED "GEODECA CA 5524" N 369694.29 E  
2614726.36 ELEV 886.51 NAVD88  
BEARINGS SHOWN ARE MEASURED UNLESS  
OTHERWISE NOTED.

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS TWO LOTS (2) LOTS IN  
ONE (1) BLOCK AND ONE (1) RESERVE AREA.

SUB DIVISION CONTAINS 848,486 SQUARE FEET,  
19,479 ACRES.

MONUMENTATION

3/8" IRON PINS FOUND AT ALL PROPERTY CORNERS  
UNLESS OTHERWISE NOTED.

BASIS OF BEARINGS

BASIS OF BEARING AND HORIZONTAL DATUM NAD83  
OKLAHOMA STATE PLANE NORTH (OK3501N) GRID.  
US SURVEY FEET. SCALED TO GROUND COMBINED  
SCALE FACTOR, 1.00007696930229 GRID TO GROUND.  
SCALE ORIGIN POINT N369629.6894, E2612083.1636  
THE HORIZONTAL DATUM FOR THIS SURVEY IS  
BASED OKLAHOMA STATE PLANE NAD83.

ADDRESSES

ADDRESS SHOWN ON THIS PLAT WERE ACCURATE  
AT THE TIME THIS PLAT WAS FILED. ADDRESSES  
ARE SUBJECT TO CHANGE AND SHOULD NEVER BE  
RELIED ON IN PLACE OF LEGAL DESCRIPTION.

FLOODPLAIN

SUBJECT PROPERTY WHOLLY WITHIN FLOOD  
ZONE "X" (UNSHADED) AND ZONE "A" AS SHOWN  
ON TULSA COUNTY AND INCORPORATED AREAS,  
PER FIRM MAP PANEL NO. 40143C0452L, REVISED  
OCTOBER 16, 2012. SHOWN ON SURVEY FROM  
OVERLAY, NOT PER FIELD SURVEY.

DEVELOPER  
SOUNDMIND REALTY 1, LLC.  
7307 S. YALE AVENUE  
TULSA, OK 74136  
(405) 641-8457  
DR. SELAMAWIT NEGUSEE

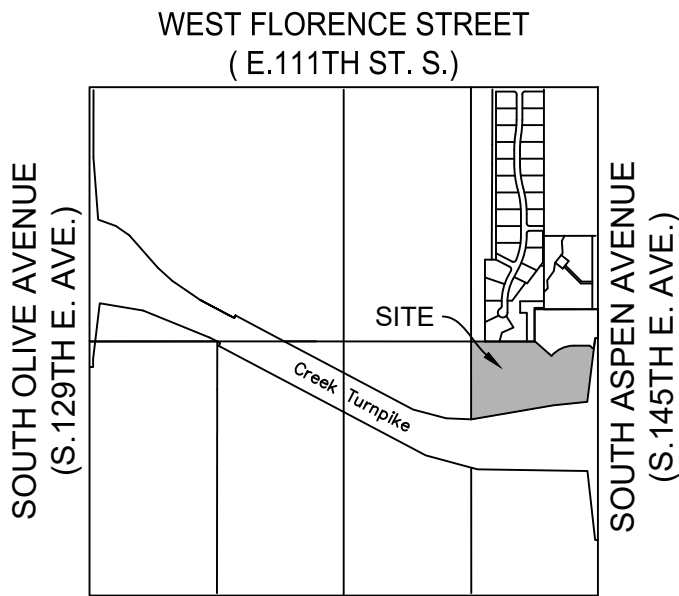
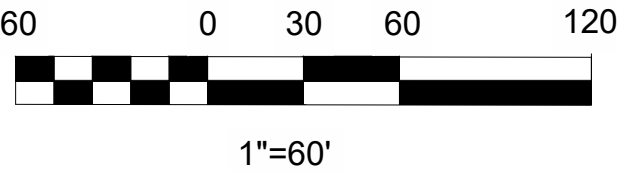
ENGINEER  
WALLACE ENGINEERING  
STRUCTURAL CONSULTANTS, INC  
200 EAST BRADY STREET  
TULSA, OK 74103  
(918) 584-5858  
OKLAHOMA CA #1460  
EXP DATE 8/30/21  
ALAN TAYLOR P.E.  
alantaylor@wallacesc.com

SURVEYOR  
BENNETT SURVEYING, INC.  
210 CHOUTEAU AVENUE  
CHOUTEAU, OK 74337  
TEL: 918-476-7484  
RPLS 1556, CA #4502  
EXPIRES 6/30/2020  
WADE BENNETT  
wade@bennettsurveying.com

CONDITIONAL FINAL PLAT

SOUNDMIND BEHAVIORAL HEALTH  
(PUD 279)

A TRACT OF LAND THAT IS A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST  
QUARTER (NE/4 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.



Location Map

Scale 1" = 2000'

SECTION 33, T-18-N, R-14-E, INDIAN  
MERIDIAN, TULSA COUNTY

OKLAHOMA TURNPIKE  
AUTHORITY  
REPORT OF COMMISSIONERS  
(BOOK 6181, PAGE1615)

RESERVE AREA "B"  
42,976 SQ.FT  
0.987 ACRES

RESERVE AREA "A"  
OVERLAND DRAINAGE EASEMENT  
188,834 SQ.FT  
4.335 ACRES

Block 1

LOT 1  
333,346 SQ.FT  
7.653 AC

LOT 2  
176,121 SQ.FT.  
4.043 AC

| LINE TABLE |             |               |          |             |               |
|------------|-------------|---------------|----------|-------------|---------------|
| LINE NO.   | LENGTH (FT) | BEARING       | LINE NO. | LENGTH (FT) | BEARING       |
| L1         | 20.85       | S50° 10' 12"E | L21      | 310.50      | N0° 00' 59"W  |
| L2         | 61.36       | N56° 14' 29"E | L22      | 102.05      | N33° 44' 29"E |
| L3         | 14.66       | N33° 45' 31"W | L23      | 184.25      | N56° 14' 29"E |
| L4         | 20.02       | N56° 15' 28"E | L24      | 88.15       | S45° 00' 31"E |
| L5         | 14.67       | S35° 51' 11"E | L25      | 285.53      | S0° 00' 31"E  |
| L6         | 104.26      | N56° 14' 29"E | L26      | 144.06      | S33° 44' 29"W |
| L7         | 92.01       | N33° 44' 29"E | L27      | 28.26       | S78° 47' 38"W |
| L8         | 16.48       | N0° 00' 59"W  | L28      | 145.76      | S33° 44' 29"W |
| L9         | 11.84       | S89° 59' 01"W | L29      | 12.97       | S56° 15' 31"E |
| L10        | 10.00       | N0° 00' 00"E  | L30      | 10.00       | N33° 45' 28"E |
| L11        | 11.84       | N89° 59' 01"E | L31      | 12.97       | S56° 15' 31"E |
| L12        | 269.67      | N0° 00' 59"W  | L32      | 2.20        | S33° 44' 29"W |
| L13        | 120.69      | N45° 00' 31"W | L33      | 271.18      | S0° 00' 31"E  |
| L14        | 16.98       | S44° 59' 29"W | L34      | 8.85        | S45° 00' 31"E |
| L15        | 10.00       | N45° 00' 31"W | L35      | 14.65       | N44° 59' 29"E |
| L16        | 16.98       | N44° 59' 29"E | L36      | 10.00       | N44° 59' 32"W |
| L17        | 9.81        | N45° 00' 31"W | L37      | 14.65       | N44° 59' 29"E |
| L18        | 77.23       | S89° 59' 29"W | L38      | 59.11       | S45° 00' 31"E |
| L19        | 89.79       | S78° 40' 11"W | L48      | 75.18       | S89° 59' 29"W |
| L20        | 153.44      | N45° 00' 31"W | L49      | 91.19       | N89° 59' 29"E |

CONDITIONAL FINALPLAT

# SOUNDMIND BEHAVIORAL HEALTH

Deed of Dedication and Restrictive Covenants

KNOW ALL MEN BY THESE PRESENTS:

Oewner an Oklahoma Limited Liability Company, hereinafter referred to as the "Owner", is the owner of the following described land in the City of Broken Arrow, Tulsa county, state of Oklahoma, to-wit:

A tract of land that is a part of the Northeast Quarter of the Southeast Quarter (NE/4 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:

Commencing at the Southeast Corner of Southeast Quarter of said Section Thirty-three (33); Thence along the East line of said Southeast Quarter (SE/4), N01°18'33"W a distance of 2574.83 feet; Thence S88°41'27"W a distance of 42.72 feet to a point on the right-of-way for the Oklahoma Turnpike Authority as recorded in Book 6305, Page 1920 at the Office of the Tulsa County Clerk being the Point of Beginning; Thence along the Southerly right-of-way of West Norfolk Drive, dedicated by "ASPEN CREEK TOWNE CENTRE I", Plat #6475 as filed at the Office of the Tulsa County Clerk, S88°34'50"W a distance of 17.29 feet; Thence continuing along said Southerly right-of-way, N46°21'44"W a distance of 35.32 feet; Thence continuing along said Southerly right-of-way, S88°34'50"W a distance of 166.32 feet; Thence continuing along said Southerly right-of-way on a tangent curve to the left, having a radius of 310.00 feet, an arc length of 263.77 feet, a central angle of 48°45'02", a chord bearing of S64°12'19"W, and a chord length of 255.88 feet; Thence along the Southwesterly boundary of said "ASPEN CREEK TOWNE CENTRE I", N50°10'12"W a distance of 234.77 feet to the Northwest Corner of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (NE/4 NE/4 SE/4) of said Section Thirty-three (33); Thence along the North line of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of said Section Thirty-three (33), S88°36'00"W a distance of 48.45 feet; Thence S51°56'46"W a distance of 337.17 feet; Thence S16°07'11"W a distance of 528.32 feet; Thence S78°45'41"W a distance of 178.59 feet; Thence N88°49'30"W a distance of 8.61 feet to a point on the West line of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of said Section Thirty-three (33); Thence along said West line, S01°16'42"E a distance of 80.07 feet to a point on the Northerly right-of-way of said Oklahoma Turnpike Authority; Thence continuing along said right-of-way, S88°49'30"E a distance of 13.89 feet; Thence continuing along said right-of-way, N78°45'41"E a distance of 860.65 feet; Thence continuing along said right-of-way, N82°52'35"E a distance of 350.14 feet; Thence continuing along said right-of-way, N05°47'20"E a distance of 564.41 feet to the Point of Beginning.

Having an area of 616676 square feet, 14.1569 acres

Owner has caused the above described tract of land to be surveyed, staked, platted and subdivided into 1 Lot, and 1 Block (the "Lot") and 1 Reserve in conformity with the accompanying plat, and has designated the subdivision as "Soundmind", a subdivision in the City of Broken Arrow, Tulsa County, Oklahoma (hereinafter the "Subdivision").

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 "U/E" 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 heroby 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 the Owner and its successors and assigns (together, the "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. UTILITY SERVICE

- Overhead poles for the supply of electric and communication service may be located in the perimeter utility easements and the in the perimeter rights-of-way of the Subdivision. Street light poles or standards may be served by overhead or underground cable, and elsewhere throughout the Subdivision, all supply lines including electric, telephone, cable television and gas lines shall be located underground in easements dedicated for general utility services and in the rights-of-way of the public streets as depicted upon the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the general utility easements.
- All supply lines in the Subdivision including electric, telephone, cable television and gas lines shall be located underground in 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 said easements. Underground service cables and gas service lines to all structures within the Subdivision may be extended from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structure upon the Lot, provided upon 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 and non-exclusive easement on 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 authorized agents and employees, shall at all times have right of access to all utility easements 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 service facilities installed by the supplier of the utility service.
- The Lot Owner shall be responsible for the protection of the overhead and/or underground service facilities located on the Lot and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas facilities. Each supplier of these services shall be responsible for ordinary maintenance of overhead and/or underground facilities, but the Lot Owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the Owner or the Owner's agents or contractors.
- The covenants set forth in this subsection shall be enforceable by each supplier of the electric, telephone, cable television or gas service and the Lot Owner agrees to be bound by these covenants.

C. WATER MAINS, SANITARY SEWERS, AND STORM SEWER SERVICES

- The Lot Owner shall be responsible for the protection of the public water mains, sanitary sewer mains and storm sewers in this Subdivision.
- 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, in the judgment of the City of Broken Arrow interfere with public water mains, sanitary sewer mains and storm sewers, shall be prohibited.
- The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for ordinary maintenance of, sanitary sewer mains and storm sewer mains, but the Lot Owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the Lot 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, sanitary sewer or storm sewer facilities.

- The foregoing covenants set forth in this paragraph shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the Lot Owner 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 the Utility Easements shown on the plat or as otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing, or replacing any portion of the facilities installed by the supplier of gas service.
- The Lot Owner shall be responsible for the protection of the underground gas facilities located within the Subdivision and shall prevent the alteration of grade or any other construction activity which would interfere with gas service. The supplier of gas service shall be responsible for the ordinary maintenance of its facilities, but the Lot Owner shall pay for damage or relocation of facilities caused or necessitated by acts of the Lot Owner, or the Lot Owner's agents or contractors.
- The covenants set forth in this subsection shall be enforceable by the supplier of gas service, and the Owner agrees to be bound by these covenants.

E. SURFACE DRAINAGE

The Subdivision 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. The Lot Owner shall not construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across the Lot. The foregoing covenants set forth in this paragraph shall be enforceable by the Lot Owner and by the City of Broken Arrow, Oklahoma.

F. PAVING AND LANDSCAPING WITHIN EASEMENT

The Lot Owner 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.

G. RESERVE AREA "A" - OVERLAND DRAINAGE EASEMENTS

- Reserve Areas "A" depicted on the accompanying plat as an Overland Drainage Easements, are dedicated to the City of Broken Arrow, Oklahoma, for the purpose of permitting the flow, conveyance, and discharge of storm water runoff from various lots within the subdivision and from properties outside the subdivision.
- Drainage facilities or other improvements constructed in the overland drainage easements shall be in accordance with the adopted standards of the City of Broken Arrow, Oklahoma, and plans and specifications approved by the City of Broken Arrow, Oklahoma.
- No fence, wall, building or other obstruction may be placed or maintained in the overland drainage easements nor shall there be any alteration of the grades or contours in the easement areas unless approved by the City of Broken Arrow, Oklahoma.
- Maintenance of the overland drainage easements shall be by the owner thereof in accordance with standards prescribed by the City of Broken Arrow, Oklahoma. In the event the owner should fail to properly maintain the easement area and facilities located thereon or, in the event of the placement of an obstruction within the easement area, of the alteration of the grade or contour therein, the City of Broken Arrow, Oklahoma, or its designated contractor may enter the easement area and perform maintenance necessary to the achievement of the intended drainage functions and may remove any obstruction or correct any alteration of grade or contour, and the cost thereof shall be paid by the owner thereof. In the event the owner 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 Lot 1, Block 1, which lien may be foreclosed by the City of Broken Arrow, Oklahoma.

H. RESERVE "B" - OPEN SPACE

The use of reserve "B" shall be limited to open space, recreation, landscaping, screening fences.

SECTION II. PLANNED UNIT DEVELOPMENT STANDARDS

Whereas, "Soundmind" was submitted as part of planned unit development (PUD 279) pursuant to the broken arrow zoning ordinances of the City of Broken Arrow, Oklahoma (the "Broken Arrow Zoning Code"); and

Whereas, PUD #279 was approved by the broken arrow planning commission on \_\_\_\_\_ and by the council of the City of Broken Arrow on \_\_\_\_\_, Oklahoma; and

Whereas, the owner desires to establish restrictions for this subdivision for the purpose of achieving an orderly development for the mutual benefit of the owner, its successors in title and the city of broken arrow, Oklahoma; and amendments thereto; and

Whereas, the planned unit development provisions of the broken arrow zoning code require the establishment of covenants of record inuring to and enforceable by the city of broken arrow, Oklahoma, sufficient to assure continued compliance with the approved planned unit development and amendments thereto; and

Therefore, the owner does hereby impose the following restrictions and covenants which shall be covenants running with the land, binding upon the owner and its successors in title and enforceable by the owner, any person owning a lot within "Soundmind", and by the city of broken arrow, Oklahoma, as hereinafter set forth.

A. DEVELOPMENT STANDARDS

- Permitted Uses: Uses permitted as a matter of right in the CG Zoning District; provided, however, the following uses shall be excluded: hospitals or other health care facilities exclusively providing drug and/or alcohol treatment or rehabilitation.
- Maximum Floor Area Ratio: N/A
- Maximum Building Height: 50 ft or 4 Stories
- Minimum Public or Private Street Frontage 100 FT\*
- Minimum Building Setbacks
  - From Arterial Street of Highway Right-of-Way 50 FT
  - Abutting R Zoning: 50 FT
  - From All Other Lot Boundaries: 0 FT\*\*
- Minimum Landscaping Area\*\*\* 10%of Lot
- Minimum Parking Restriction: As per Broken Arrow Zoning Ordinance

- Maximum Parking Ratio: N/A
- Other Bulk and Area Requirements: As required within CG District
  - Any interior lot having no frontage shall be provided access to a public street by access easement(s) approved by the City of Broken Arrow during platting review.
  - No building shall be constructed over a utility easement.
  - Landscaping shall also comply with the Broken Arrow Zoning Ordinance; see also Section II.B.5

B. GENERAL PROVISIONS AND DEVELOPMENT STANDARDS

- ACCESS AND CIRCULATION
  - Access to the site is provided by West Norfolk Drive as will be extended partially through the site as a part of this development. No direct access to South Aspen Avenue is allowed. As indicated on "Conceptual Site Plan" Exhibit B, the current cul-de-sac turnaround of West Norfolk Drive will be replaced by a slightly- realigned street extension for approximately 500 feet to a point just southeast of the southeast building corner, where a new, temporary turnaround will be constructed until the street is extended by others, per the Agreement. The West Norfolk Drive street extension, including the temporary turnaround, shall be designed and constructed in accordance with the City of Broken Arrow Subdivision Regulations and Engineering Design Criteria Manual. Final plans for access will be determined upon approval of the PUD subdivision plat.
  - A sidewalk has been constructed along the South Aspen Avenue frontage. Sidewalks along West Norfolk Drive shall be constructed by the developer of each lot at the time of development in accordance with the Broken Arrow Subdivision Regulations. Sidewalks shall be a minimum of five (5) feet in width, shall be ADA compliant, shall be approved by the City of Broken Arrow, and shall tie in to other sidewalks abutting site boundaries. Any sidewalks which are proposed outside of public right-of-way shall be placed in a public sidewalk easement.
- SIGNS:

In addition to ground signage as allowed by the Broken Arrow Zoning Ordinance, one (1) freestanding "Integrated Development Identification" sign, not to exceed 20 feet in height or 150 square feet in display surface area, shall be permitted by right at the intersection of West Norfolk Drive and South Aspen Avenue, which may contain signage serving uses anywhere within the site. Directional signage, appropriate in number and scale, shall be permitted within the site. All other freestanding signage on a lot shall comply with Section 5.7.D.3.b of the Broken Arrow Zoning Ordinance. In addition, no portable signs or banners shall be placed on the property. Freestanding signs may be permitted within a utility easement only if approval is granted by all franchised utility companies. All freestanding signs, including the Integrated Development Identification sign shall have a monument type base that covers support structures. Except for the Integrated Development Identification sign, the base of ground signs shall match the materials or otherwise be architecturally compatible with the principal building on the lot.

Information on the location, size, and height of all freestanding signs shall be shown on the required site plan for City of Broken Arrow review and approval. Additional detail information regarding the design of the sign will be submitted with the applications for sign permits.

3. UTILITIES AND DRAINAGE:

Existing and conceptual plans for water and sanitary sewer are shown on Exhibit "C" of this PUD. Along the west side of the subject property, a sanitary sewer was recently installed along Aspen Creek (or tributary thereof). Per the latest site plan, a waterline will be looped around the first phase hospital site by extension of the waterline along the south side of West Norfolk Drive and by connection to the waterline along the west side of the Fire Station #2 lot. Fire hydrant locations shall be installed per the City of Broken Arrow Design Criteria Manual and the City of Broken Arrow Fire Code.

4. PARKING AND LOADING REQUIREMENTS:

All development within the PUD shall meet minimum requirements for parking and loading, except that the one (1) required loading berth may have geometric designs varying from Zoning Ordinance requirements upon City of Broken Arrow review and approval of the site plan.

5. LANDSCAPING, SCREENING, AND LIGHTING REQUIREMENTS:

- No screening fence shall be required along Oklahoma Turnpike Authority right-of-way associated with the Creek Turnpike, zoned A-1, the remaining property to the west zoned A-1 (but approved for CG per BAZ 1848), or Reserve C of Greyoaks (zoned RE). Any screening or other fences proposed shall be included on the site plan submitted to the City of Broken Arrow for review and approval.
- Refuse collection receptacles and outdoor mechanical equipment shall be screened as required by the Broken Arrow Zoning Ordinance and plans for same shall be submitted as a part of the required site plan for City of Broken Arrow review and approval. All refuse collection receptacles shall be located behind the front building line and at least 100 feet away from Greyoaks.
- All lots within the PUD shall maintain a minimum of 10% of lot area as landscaped open space. At a minimum, landscaping shall be installed and maintained as required by the Broken Arrow Zoning Ordinance. A landscape plan shall be submitted as a part of the required site plan for City of Broken Arrow review and approval.
- All outdoor lighting shall comply with requirements for same per the Broken Arrow Zoning Ordinance and lighting plans shall be submitted as a part of the required site plan for City of Broken Arrow review and approval.

6. EXTERIOR BUILDING MATERIALS:

The street-facing sides of all buildings within the PUD shall meet the building façade requirements of Section 5.8 of the Broken Arrow Zoning Ordinance. Building elevations shall be submitted as a part of the required site plan for City of Broken Arrow review and approval.

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 Lot Owner and its successors and assigns in title. Within the provisions of Section I, 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, Oklahoma. In any judicial action brought to enforce the covenants established within this Deed of Dedication, the defense that the party initiating the equitable proceeding has an adequate remedy at law is hereby waived.

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 Deed of Dedication unless terminated or amended hereinafter provided.

C. AMENDMENT

The covenants contained within Section I Streets, easements and utilities may be amended or terminated at any time by a written instrument signed and acknowledged by the Broken Arrow Planning Commission, or its successors with the approval of the City of Broken Arrow, 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: Soundmind Realty I LLC, an Oklahoma Limited Liability Company has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Soundmind Realty I LLC, an Oklahoma Limited Liability Company

BY: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS:  
This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by  
\_\_\_\_\_ as \_\_\_\_\_ of Soundmind Realty I LLC, an Oklahoma  
Limited Liability Company.

\_\_\_\_\_  
Notary Public

My Commission No: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[Seal]

CERTIFICATE OF SURVEY

I, R. Wade Bennett, of Bennett Surveying, Inc, a licensed land surveyor registered in the State of Oklahoma, 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 Soundmind, 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
R. Wade Bennett  
Licensed Professional Land Surveyor  
Oklahoma #1556

ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS:  
This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by R. Wade Bennett.

\_\_\_\_\_  
Notary Public

My Commission No: #00020202  
My Commission Expires: 12-11-2020

[Seal]

