

1. **LANDSCAPED AREA AND SCREENING**

Landscaping and screening will be provided in accordance with the Broken Arrow Zoning Ordinance except as follows:

- a. At least one tree shall be provided in the landscape edge adjacent to State Highway 51 per 25 lineal feet of frontage.
- b. At least one tree shall be provided per 15 parking spaces. These trees shall be either medium or large trees as identified in Section 5.2.B.4.c of the Zoning Ordinance and shall be of the type identified as "Best trees for Parking Lot Application".

2. **SIGNS**

Sign shall be installed in accordance with the Broken Arrow Zoning Ordinance, except as follows:

- a. Only one free standing sign shall be allowed. Such sign shall be located at least 60 feet from the south boundary, shall not exceed 20 feet in height, and shall be no more than 250 square feet in size. The base of the sign shall be of the same material as the principle building on the lot. No portable signs or banners shall be placed on the property.
- b. No sign permits shall be issued for erection of a sign within the PUD until a detail sign plan for Lot 1, has been submitted to the Broken Arrow Development Services Department and approved as being in compliance with the approved PUD development standards.
- c. Flashing signs, changeable copy signs, running light or twinkle signs, animated signs, revolving or rotating signs with movement will be prohibited.

3. **LIGHTING**

Exterior light poles shall be installed in accordance with the Broken Arrow Zoning Ordinance, except as follows:

- a. Light poles shall not exceed 16 feet in height. In addition, no building mounted light shall exceed 16 feet in height.

4. **TRASH, MECHANICAL AND EQUIPMENT AREAS**

a. There shall be no storage of recyclable materials, trash or similar material outside a screened receptacle. All trash, mechanical and equipment areas, including building mounted, shall be screened from the public view in such a manner that the areas cannot be seen by persons standing at ground level.

5. **TOPOGRAPHY, DRAINAGE AND UTILITIES**

- a. Topography. Topography of the Site is depicted on Exhibit D of the PUD Text.
- b. Drainage. Parking lot/building stormwater runoff will be transferred to the existing off-site stormwater drainage system north of this site, as depicted on Exhibit E to the PUD Text. All stormwater drainage structures shall be installed and maintained in accordance with all applicable City of Broken Arrow Ordinances and regulations, and as shall be more particularly described in Restrictive Covenants included in the Plat of the Site.

A Professional Engineer registered in the State of Oklahoma shall certify to the appropriate City official that all required stormwater drainage structures serving the Site have been installed in accordance with the approved plans prior to issuance of an Occupancy Permit on that lot.

During construction on the property, the owners of the development areas, and any platted lots within the development areas, will provide adequate and reasonable erosion control, and, after construction, they will provide and maintain vegetative, landscaped ground cover so that soil does not erode on or from the property.

- b. Utilities. Utilities are depicted on Exhibit E to the PUD Text.

6. **ACCESS, CIRCULATION AND PARKING**

a. Only one point of access shall be allowed to State Highway 51. The center line of this access/curb-cut shall be at least 130 feet from the southeast corner of the property as measured along the right-of-way line and at least 250 feet from the centerline of the existing access point to the west. A mutual access easement shall be extended and connected with the west property line. Access, traffic circulation, and parking shall be as depicted in Exhibit A. All drives and parking areas within the PUD shall be privately owned and maintained.

b. Pedestrian access and circulation shall be depicted on any detailed site plan drawing and/or landscape plan required by the City of Broken Arrow. The private drives, shall be constructed in accordance with all applicable City of Broken Arrow codes, regulations and standards.

7. **RESTRICTIVE COVENANTS: ENFORCEMENT**

a. Restrictive covenants will be adopted and recorded for the PUD as platted. The owner(s) of the platted lot and/or buildings in the PUD will be required by the covenants to keep and maintain the lot and improvements in a clean and professional manner (the "Maintenance Covenant"). The Maintenance Covenant will be enforced by the owner of the platted lot or building in the PUD.

8. **PERMIT PREREQUISITES**

a. No zoning clearance permit shall be issued until a detail site plan, including all buildings, parking, drives, walkways, and landscape areas, has been submitted to the City of Broken Arrow and approved as being in compliance with PUD development standards and all other applicable standards of the City of Broken Arrow.

9. **DRAINAGE**

The subdivision is in not in a FEMA A or any other 100-year floodplain. Stormwater detention will be provided in the Overland Drainage Easement, Book 1156, Page 752 of Oneta Road & SH 51 Center. A Professional Engineer registered in the State of Oklahoma shall certify to the appropriate City official that all required stormwater drainage structures and detention areas serving the subdivision have been installed in accordance with the approved plans prior to issuance of an Occupancy Permit in the subdivision.

SECTION 3. ENFORCEMENT, AMENDMENT, ETC.

A. Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner, its successors and assigns. Covenants within Section 1, whether or not specifically therein so stated, shall inure to the benefit of and shall be enforceable by the City of Broken Arrow, Oklahoma. The covenants contained in Section 2, Development Standards, are established pursuant to the provisions of the City of Broken Arrow Zoning Code and shall inure to the benefit of and shall be enforceable by the City, and the Owner of Oneta Road. If the Owner of Lot 1, Block 1, Oneta Road, or its successors or assigns, or any other person, shall violate any of the covenants or restrictions contained herein, it shall be lawful for the City of Broken Arrow and the owner of Lot 1, Block 1, Oneta Road as appropriate in accordance with their respective interests identified herein, to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent it, him, her or them from so doing or to compel compliance or to recover damages, in any judicial action to enforce the provisions of this Section, the prevailing party may recover reasonable costs and attorney fees.

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. Provided, if the 30 year limitation at any time shall be deemed to apply, then, at the expiration of such 30 year term, the restrictions shall be deemed to automatically renew for successive periods of seven (7) years, unless terminated or amended as provided herein or as allowed by law.

C. Amendment

The covenants contained within Section 1, Public Covenants and Restrictions, may be amended or terminated any time by a written instrument signed and acknowledged by the owner of the Lot or land to which the amendment or termination is to be applicable and approved by the Planning Commission, or its successors, and the City Council.

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.

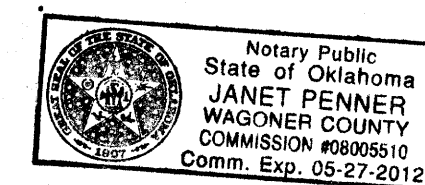
IN WITNESS WHEREOF, Oneta Square, L.L.C. has executed this instrument, this 26 day of March, 2009.

Oneta Square, L.L.C.

By: [Signature]
Manager

STATE OF OKLAHOMA }
COUNTY OF TULSA } ss.

This instrument was acknowledged before me on this 26 day of March, 2009 by [Signature]



[Signature]
Notary Public

My commission expires: 5-27-2012

CERTIFICATE OF SURVEY

I, Charles K. Howard, a Registered 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 "Oneta Square", a subdivision in the City of Broken Arrow, Wagoner 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.

[Signature]
Charles K. Howard, RLS No. 297
CA 3545 Exp. 6/30/2009

STATE OF OKLAHOMA }
COUNTY OF Tulsa } ss.

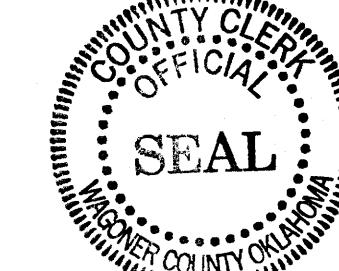
The foregoing Certificate of Survey was acknowledged before me on this 26 day of March, 2009 by [Signature]

[Signature]
Notary Public
My commission expires: 6-16-2009

CERTIFICATE OF WAGONER COUNTY CLERK

I, Carolyn Kusler, the County Clerk of Wagoner County, do here now state the subdivision called _____ has been filed into Wagoner County Records.

[Signature]
Carolyn Kusler, Wagoner County Clerk



APPROVED 2-3-09 by the City Council of the City of Broken Arrow, Oklahoma.
[Signature]
Mayor