



2.7 Access to Reserves

2.7.1 Access to Reserve Areas "B", "C" and "D", as depicted on the accompanying plat as "Detention Access Easement", shall provide physical and legal access for maintenance of the detention areas and associated utilities within reserve areas.

2.8 Lot 1, Block 1

2.8.1 Lot 1, Block 1 may require on-site detention. This future detention pond will be constructed by the owner of Lot 1, Block 1 at the time of building permitting. In the event the owner of Lot 1, Block 1 should fail to properly maintain the detention area and facilities thereon located as above provided, the City of Broken Arrow, Oklahoma, or its designated contractor may enter the detention facility and perform such maintenance, and the cost thereof shall be paid by the owner of Lot 1, Block 1. In the event the owner of Lot 1, Block 1 fails to pay the cost of said maintenance after completion of the maintenance and receipt of a statement of costs, the City of Broken Arrow, Oklahoma may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against the owner of Lot 1, Block 1. This lien may be foreclosed by the City of Broken Arrow, Oklahoma.

SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "TIMBER RIDGE BUSINESS PARK" was submitted as a planned unit development (entitled PUD No. 259) as provided within Section 6.4 of the Zoning Ordinance of the City of Broken Arrow, Oklahoma (Ordinance No. 2931) as amended and existing on April 4, 2017 (hereinafter the "Broken Arrow Zoning Ordinance"), which PUD No. 259 was approved by the Broken Arrow Planning Commission on March 23, 2017 and approved by the City of Broken Arrow City Council, on April 4, 2017; and

WHEREAS, the planned unit development provisions of the Broken Arrow Zoning Ordinance require 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 approved planned unit development; and

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to ensure 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:

The development of "TIMBER RIDGE BUSINESS PARK" shall be subject to the Planned Unit Development provisions of the Broken Arrow Zoning Code as such provisions existed on April 4, 2017, or as may be subsequently amended.

3.1 Development Standards - Lot 1/Block 1

3.1.1 Permitted Uses: As permitted in the CH District, by right or specific use permit.

3.1.2 Minimum Building Set Backs:

From East Kenosha Street ROW	50 feet
From North 45th Place ROW	30 feet
From the east boundary	0 feet
From the south boundary	20 feet

3.1.3 Parking: As provided in accordance with "Section 5.4 - Off Street Parking and Loading" of the City of Broken Arrow Zoning Ordinance.

3.1.4 Sign Standards: As provided in accordance with "Section 5.7 - Signs" of the City of Broken Arrow Zoning Ordinance except no flashing, twinkling or animated signs shall be allowed. In addition, no portable signs or banners shall be placed on the lot. Freestanding signs may be permitted within a utility easement only if approval is granted by all utility companies. Freestanding signs shall be located a minimum of five feet from any sidewalk. All freestanding signs shall have a monument type base that covers support structures. The base of the sign shall be of the same material as the principal building on the lot.

3.1.5 Exterior Building Materials: The exterior vertical walls of all buildings abutting and adjacent to East Kenosha Street and 45th Place shall be constructed of masonry material.

3.1.6 Landscaping: Landscaping shall be provided in accordance with Section 5.2 of the City of Broken Arrow Zoning Ordinance along both Kenosha Street and 45th Place except that a landscape edge of 20 feet shall be provided along Kenosha Street and a landscape edge of 10 feet shall be provided along 45th Place.

3.2 Development Standards - Lots 2, 3, 7, 8 and 9/Block 1

3.2.1 Lots 2, 3, 7, 8 and 9/Block 1 are regulated by the Department of Environmental Quality (DEQ) and will require DEQ approval before any development is possible. Lots 2, 3, 7, 8 and 9/Block 1 shall be governed by the City of Broken Arrow Zoning Ordinance and the use and development regulations of the IL District, except as hereinafter modified.

3.2.2 Permitted Uses: Mini-Storage, RV Storage, Storage Yard (lay down areas*), Office/Warehouse, Warehouse, Utility Facility (minor), General Industrial Service, Light Assembly or similar uses.

* Lay down areas are to be arranged in a neat and orderly fashion.

3.2.3 Minimum Building Set Backs:

From North 45th Place	30 feet
From north boundary line	0 feet
From south boundary line	0 feet
From abutting A-1 Zoning District	30 feet

3.2.4 Parking: As provided in accordance with "Section 5.4 - Off Street Parking and Loading" of the City of Broken Arrow Zoning Ordinance.

3.2.5 Sign Standard: As provided in accordance with "Section 5.7 - Signs" of the City of Broken Arrow Zoning Ordinance.

3.3 Development Standards - Lots 4, 5 and 6/Block 1

3.3.1 Lot 6/Block 1 are regulated by the Department of Environmental Quality (DEQ) and will require DEQ approval before any development is possible. Lots 4, 5 and 6/Block 1 shall be governed by the City of Broken Arrow Zoning Ordinance and the use and development regulations of the IL District, except as hereinafter modified.

3.3.2 Permitted Uses: Mini-Storage, RV Storage, Storage Yard (lay down areas*), Office/Warehouse, Warehouse, Utility Facility (minor), General Industrial Service, Light Assembly or similar uses.

* Lay down areas are to be arranged in a neat and orderly fashion.

3.3.3 Minimum Building Set Backs:

From North 45th Place	30 feet
Side Yard abutting Same District	0 feet
Side Yard abutting Non-Residential Zoning District	30 feet
Side/Rear Yard abutting Residential or A-1 Zoning District	50 feet
Rear Yard	30 feet

3.3.4 Parking: As provided in accordance with "Section 5.4 - Off Street Parking and Loading" of the City of Broken Arrow Zoning Ordinance.

3.3.5 Sign Standard: As provided in accordance with "Section 5.7 - Signs" of the City of Broken Arrow Zoning Ordinance.

3.3.6 Landscaping: Landscaping shall be provided in accordance with Section 5.2 of the City of Broken Arrow Zoning Ordinance. A Landscape Buffer of at least 30 feet in width shall be provided along the east and south boundary of Lots 4, 5 and 6/Block 1 that abut Agriculture or Residential zoned land. Within the Landscape Buffer at least one medium to large tree shall be planted for every 25 lineal feet of landscape area, of which at least 50% shall be evergreen. Trees may be grouped together or evenly spaced. An effort will be made to preserve existing trees along the south and east boundary of Lots 4, 5 and 6/Block 1.

3.3.7 Fencing/Screening: An 8-foot opaque, screening fence shall be installed, in accordance with Section 5.2.E.2.c of the City of Broken Arrow Zoning Ordinance, along the south and east boundaries of Lots 4, 5 and 6/Block 1.

3.4 Development Standards - Lot 10/Block 1

3.4.1 Lot 10/Block 1 are regulated by the Department of Environmental Quality (DEQ) and will require DEQ approval before any development is possible. Lot 10/Block 1 shall be governed by the City of Broken Arrow Zoning Ordinance and the use and development regulations of the IL District, except as hereinafter modified.

3.4.2 Permitted Uses: Mini-Storage, RV Storage, Storage Yard (lay down areas*), Office/Warehouse, Warehouse, Utility Facility (minor), General Industrial Service, Light Assembly or similar uses.

* Lay down areas are to be arranged in a neat and orderly fashion.

3.4.3 Minimum Building Set Backs:

From North 45th Place	30 feet
Side Yard abutting Same District	0 feet
Side Yard abutting Non-Residential Zoning District	30 feet
Side Yard abutting Residential or A-1 Zoning District	50 feet
Rear Yard	30 feet

3.4.4 Parking: As provided in accordance with "Section 5.4 - Off Street Parking and Loading" of the City of Broken Arrow Zoning Ordinance.

3.4.5 Sign Standard: As provided in accordance with "Section 5.7 - Signs" of the City of Broken Arrow Zoning Ordinance.

3.5 Development Standards - Reserve 'A'

3.5.1 Reserve 'A' is regulated by the Department of Environmental Quality (DEQ) and will require DEQ approval before any development is possible. Reserve 'A' will be monitored per DEQ standards and regulations, based on sites with characteristics and issues consistent with those of Reserve 'A'. This area is to be left in its native state.

3.5.2 Permitted uses: Open Space and Fencing

3.5.3 Fencing and Signage: A 6-foot opaque, screening fence shall be installed, in accordance with Section 5.2.E of the City of Broken Arrow Zoning Ordinance, along the boundary of Reserve 'A'. Appropriate signage will be utilized on the fence warning the public of the sensitive nature of the property.

SECTION IV: PROPERTY OWNERS' ASSOCIATION

4.1 Formation

The Owner/Developer has formed or shall cause to be formed in accordance with the statutes of the State of Oklahoma the "TIMBER RIDGE BUSINESS PARK PROPERTY OWNERS' ASSOCIATION, INC.", a nonprofit corporate entity (herein referred to as the "Association"). The Association shall be formed for the general purposes of the maintenance and ownership of Reserves "B", "C" and "D".

4.2 Membership

Every person or entity who is a record owner of the fee interest of a lot within "TIMBER RIDGE BUSINESS PARK" shall be a member of the Association. 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.

4.3 Covenant for Assessments

The owner and each subsequent owner of a lot, by acceptance of a deed thereto, are deemed to covenant and agree to pay the Association an annual assessment which shall be no less than the minimum amount necessary to adequately maintain and support all common areas of interest including, without limitation Reserves "B", "C" and "D" as designated on the plat. Said assessments will be established by the Board of Directors in accordance with the declaration and the bylaws of the Association. An unpaid assessment shall be a lien against the lot which it is made. The lien, however, shall be subordinate to the lien of any first mortgage.

4.4 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 Deed of Dedication, and shall have the right to enforce all the covenants to the same extent as a lot owner.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

5.1 Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns. 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. The covenants contained in Section II, Planned Unit Development Restrictions are established pursuant to the Planned Unit Development provisions of the City of Broken Arrow Zoning Code and shall inure to the benefit of the City of Broken Arrow, Oklahoma, and the owners of the land within "TIMBER RIDGE BUSINESS PARK". If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section II., it shall be lawful for the City of Broken Arrow, Oklahoma, or any owner of a part of the land within "TIMBER RIDGE BUSINESS PARK" 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 an owner of a part of the land within "TIMBER RIDGE BUSINESS PARK" 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 attorneys fees and costs and expenses incurred in such action.

5.2 Duration

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

5.3 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 owner of the land to which the amendment or termination is to be applicable and approved by the Broken Arrow Planning Commission, or its successors and 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 land to which the amendment or termination is to be applicable and approved by the Broken Arrow Planning Commission, or its successors. The provisions of any instrument amending or terminating covenants as above set forth shall be effective from and after the date it is properly recorded.

5.4 Severability

Invalidation of any restriction set forth herein, or 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.

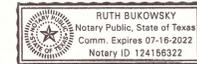
IN WITNESS WHEREOF: JM Assets, LP, a Texas Limited Partnership, has executed this instrument this 10 day of MAY, 2019.

JM Assets, LP
a Texas Limited Partnership

John Muhich
John Muhich, Manager

TEXAS
State of Oklahoma)
TRAVIS) ss
County of Tulsa)

This instrument was acknowledged before me this 10 day of MAY, 2019, by John Muhich, JM Assets, LP, a Texas Limited Partnership.



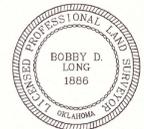
Ruth Bukowsky
Notary Public
My commission No. is _____
My commission expires _____

CERTIFICATE OF SURVEY

I, Bobby D. Long, of Tulsa Engineering & Planning Associates, Inc., a professional 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 "TIMBER RIDGE BUSINESS PARK", 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 land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Executed this 15th day of May, 2019.

Bobby D. Long
Bobby D. Long
Registered Professional Land Surveyor
Oklahoma No. 1886



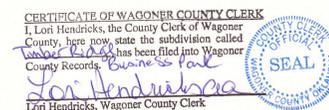
State of Oklahoma)
) s.s.
County of Tulsa)

The foregoing Certificate of Survey was acknowledged before me this 15th day of MAY, 2019, by Bobby D. Long.



Jack Taber
Jack Taber, Notary Public
My commission No. is 12005192
My commission expires May 31, 2020

APPROVED _____ by the City Council of the City of Broken Arrow, Oklahoma.
Greg W. Hummel
Mayor
John Muhich
Attest: City Clerk



CERTIFICATE OF WAGONER COUNTY CLERK
I, Lori Hendricks, the County Clerk of Wagoner County, here now, state the subdivision called Timber Ridge Business Park has been filed into Wagoner County Records.
Lori Hendricks
Lori Hendricks, Wagoner County Clerk

Certified True Copy
LORI HENDRICKS, COUNTY CLERK
Wagoner County, Okla.
Lori Hendricks
DEPUTY