

THE VILLAS AT TURNBERY
DATE PREPARED: 12-16-2019
SHEET 1 OF 2

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS
THE VILLAS AT TURNBERRY
REPLAT OF LOT 10, BLOCK 2

THE VILLAS AT TURNBERRY
DEED OF DEDICATION AND RESTRICTIVE COVENANTS
KNOW ALL MEN BY THESE PRESENTS:
THAT, ADMIRAL SQUARE INC., AN OKLAHOMA CORPORATION (THE "DEVELOPER"),
BEING THE OWNER IN FEE SIMPLE OF THE FOLLOWING DESCRIBED REAL ESTATE
SITUATED IN THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA, TO WIT:

LOT 10, BLOCK 2, THE VILLAS AT TURNBERRY, AN ADDITION TO THE CITY
OF BROKEN ARROW, OKLAHOMA ACCORDING TO DOCUMENT #2019-11690
RECORDED 9-13-19 IN PLAT CABINET PLC5-451B

HAS CAUSED SAID REAL ESTATE TO BE SURVEYED, STAKED, AND PLATTED INTO
LOTS, BLOCKS, STREETS AND RESERVE AREAS, AND HAS DESIGNATED THE
SAME AS "THE VILLAS AT TURNBERRY," AN ADDITION TO THE CITY OF BROKEN
ARROW, STATE OF OKLAHOMA.

SECTION I.
STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENT.

THE DEVELOPER DOES FURTHER DEDICATE FOR PUBLIC USE THE STREETS,
EASEMENTS AND RIGHTS-OF-WAY AS SHOWN ON THE ATTACHED PLAT FOR
THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING,
REPAIRING, REMOVING AND REPLACING ANY AND ALL STREETS AND PUBLIC
UTILITIES, INCLUDING STORM AND SANITARY SEWERS, COMMUNICATION LINES,
ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES AND WATER LINES,
TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH OF SUCH FACILITIES,
INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND ANY
OTHER APPURTENANCES THERETO, WITH THE RIGHT OF INGRESS AND EGRESS
TO AND UPON SAID EASEMENTS AND RIGHTS-OF-WAY FOR THE USES AND
PURPOSES AFORESAID, PROVIDED, HOWEVER, THAT THE DEVELOPER HEREBY
RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY
WATER AND SEWER LINES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS
TO, OVER, ACROSS AND ALONG THE PUBLIC STREETS, EASEMENTS AND
RIGHTS-OF-WAY SHOWN ON THE PLAT FOR THE PURPOSE OF FURNISHING OF
WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN SAID PLAT AND
THE ADJACENT PROPERTY (HEREINAFTER DEFINED).

THE OWNER AGREES THAT NO BUILDING, STRUCTURE, OR OTHER ABOVE OR
BELOW GROUND OBSTRUCTION THAT WILL INTERFERE WITH THE (EASEMENT)
PURPOSES AFORESAID, WILL BE PLACED, ERECTED, INSTALLED, OR PERMITTED
UPON THE EASEMENTS OR RIGHTS-OF-WAY AS SHOWN ON THE PLAT. THE
OWNER SHALL BE RESPONSIBLE FOR THE REPAIR AND PLACEMENT OF ANY
LANDSCAPING AND PAVING LOCATED WITHIN THE UTILITY EASEMENTS IN THE
EVENT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER OR SEWER
MAINS, ELECTRIC, NATURAL GAS, COMMUNICATIONS OR TELEPHONE SERVICE.

B. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICES

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE
TELEVISION SERVICES MAY BE LOCATED WITHIN THE NORTH AND EAST PERIMTER
EASEMENTS OF THE SUBDIVISION. 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 EASEMENT WAYS DEDICATED FOR GENERAL UTILITY
SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED
ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS
SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN
THE EASEMENT WAYS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL
STRUCTURES WHICH MAY BE LOCATED WITHIN 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 THE LOT. PROVIDED THAT UPON THE
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, EFFECTIVE AND NON-EXCLUSIVE
RIGHT-OF-WAY 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.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS
SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE
THE RIGHT OF ACCESS TO ALL EASEMENT WAYS 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.

4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF
THE UNDERGROUND SERVICE FACILITIES LOCATED ON 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. EACH 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.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH "B" SHALL
BE ENFORCEABLE BY EACH 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 SERVICES.

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION
OF THE PUBLIC WATER MAINS LOCATED ON HIS LOT.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING
PLAT, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS
EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER
MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION
ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY
SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

3. THE CITY OF BROKEN ARROW AND WAGONER COUNTY RURAL WATER
DISTRICT NO. 4, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR
ORDINARY MAINTENANCE OF PUBLIC SANITARY SEWER AND WATER MAINS, BUT
THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH
FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT,
HIS AGENTS OR CONTRACTORS.

4. THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, SHALL AT ALL TIMES
HAVE THE RIGHT OF ACCESS TO ALL EASEMENTS 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 SANITARY SEWER FACILITIES AND WAGONER
COUNTY RURAL WATER DISTRICT NO. 4, SHALL HAVE SUCH RIGHT OF ACCESS
FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY
PORTION OF POTABLE WATER FACILITIES.

5. WHERE WATERLINES FALL WITHIN A UTILITY EASEMENT, THAT PORTION OF
THE UTILITY EASEMENT IS FOR THE USE OF WAGONER COUNTY RURAL WATER
DISTRICT NO. 4, OKLAHOMA, OR ITS SUCCESSORS. THE EASEMENTS DEDICATED
HEREIN FOR PURPOSE OF PROVIDING POTABLE WATER ARE DEDICATED
EXCLUSIVELY TO WAGONER COUNTY RURAL WATER, SEWER, GAS AND SOLID
WASTE MANAGEMENT DISTRICT NO. 4. PROVIDERS OF UTILITIES OTHER THAN
POTABLE WATER MAY USE SAID EASEMENTS.

6. THE OWNER OF A LOT SHALL BE RESPONSIBLE FOR THE REPAIR OF
DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY
MAINTENANCE OR REPAIR OF THE PUBLIC WATER OR SEWER FACILITIES WITHIN
THE EASEMENT AREAS SITUATED UPON SUCH OWNER'S LOT; PROVIDED,
HOWEVER, THE CITY OF BROKEN ARROW AND WAGONER COUNTY RURAL WATER
DISTRICT # 4 SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH
ACTIVITIES.

7. THE FOREGOING COVENANTS CONCERNING WATER AND SEWER FACILITIES
SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW AND WAGONER
COUNTY RURAL WATER DISTRICT # 4, AND THE OWNER OF EACH LOT AGREES
TO BE BOUND THEREBY.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES
SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS
SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF
DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR
REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF
GAS SERVICE.

2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF
THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL
PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY
WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS
SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID
FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF
FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS
OR CONTRACTORS.

3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE
ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF
THE LOT AGREES TO BE BOUND HEREBY.

E. LIMITS OF NO ACCESS.

1. THE DEVELOPER RELINQUISHES RIGHTS OF VEHICULAR INGRESS AND EGRESS
OVER, THROUGH OR ACROSS ANY AREA DESIGNATED ON THE ATTACHED PLAT
AS L.N.A. (LIMITS OF NO ACCESS). THESE LIMITS OF NO ACCESS MAY BE
AMENDED OR RELEASED BY THE CITY OF BROKEN ARROW, ITS AGENTS,
SUCCESSORS OR ASSIGNS, OR AS OTHERWISE PROVIDED BY LAW.

SECTION II.
RESTRICTIONS

A. USE OF LAND/DEVELOPMENTSTANDARDS

1. LOT 10 BLOCK 2 SHALL BE KNOW AND DESCRIBED AS COMMERCIAL LOTS
AND SHALL COMPLY WITH CG STANDARDS.

2. NO BUILDINGS, STRUCTURES OR PARTS THEREOF SHALL BE CONSTRUCTED
OR MAINTAINED ON LOTS NEARER TO THE PROPERTY LINES THAN THE
SET-BACK LINES PROVIDED HEREIN OR SHOWN ON THE ACCOMPANYING PLAT.
UNLESS OTHERWISE PROVIDED BY EASEMENT OR SET-BACK LINES SHOWN ON
THE ACCOMPANYING PLAT, THE MINIMUM BUILDING SET-BACK LINES FOR
STRUCTURES SHALL BE AS SHOWN ON THE PLAT

3. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE
TO THE LANDSCAPING AND PAVING OCCASIONED BY THE NECESSARY
INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SEWER,
STORM WATER, GAS COMMUNICATION, CABLE TELEVISION, OR ELECTRIC
FACILITIES WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT,
PROVIDED HOWEVER, THAT THE CITY OF BROKEN ARROW, OR THE SUPPLIER OF
THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF
SUCH ACTIVITIES.

4. THE CITY OF BROKEN ARROW IS RELEASED OF ANY LIABILITY ASSOCIATED
WITH DAMAGE TO ANY LANDSCAPING OR IRRIGATION SYSTEMS TO ANY MEDIAN
AND THE CITY OF BROKEN ARROW RETAINS THE RIGHT TO REMOVE ANY
MEDIAN.

B. SIDEWALKS

1. SIDEWALKS ALONG STREET FRONTAGE OF E. DEARBORN ST. AND S. 209th
E. AVE. IS THE RESPONSIBILITY OF THE DEVELOPER.

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 DEVELOPER, ITS SUCCESSORS AND
ASSIGNS AND ALL PARTIES CLAIMING UNDER THEM. THE COVENANTS CONTAINED
IN SECTION II, SUBSECTION A, ARE ESTABLISHED PURSUANT TO THE ZONING
CODE OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND SHALL INURE TO THE
BENEFIT OF THE DEVELOPER, THE OWNERS OF LOTS WITHIN THE ADDITION, THE
HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION IV, AND THE CITY OF
BROKEN ARROW. THE REMAINING COVENANTS WITHIN SECTION II SHALL INURE
ONLY TO THE BENEFIT OF DEVELOPERS, THE OWNERS OF LOTS WITHIN THE
SUBDIVISION, AND THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION
IV IF THE OWNER OF ANY LOT SHALL VIOLATE ANY OF THE COVENANTS WITHIN
SECTION II, IT SHALL BE LAWFUL FOR THE DEVELOPER, ANY PERSON OR
PERSONS OWNING ANY LOT SITUATED WITHIN THE ADDITION OR THE
HOMEOWNERS' ASSOCIATION, OR THE CITY OF BROKEN ARROW AS TO
VIOLATIONS OF THE COVENANTS CONTAINED IN SECTION II, SUBSECTION A, 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.

B. DURATION

THESE RESTRICTIONS SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL
JANUARY 1, 2029, AND SHALL AUTOMATICALLY BE CONTINUED THEREAFTER
FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH, UNLESS TERMINATED OR
AMENDED AS HEREINAFTER PROVIDED.

C. 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: ADMIRAL SQUARE INC. HAS CAUSED ITS NAME TO BE
AFFIXED, THIS DATE_____, 2019.

ADMIRAL SQUARE INC

BY: _____

TOMMY WOODS, PRESIDENT

STATE OF OKLAHOMA)
)ss.
COUNTY OF TULSA)

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY
AND STATE, ON THIS_____ DAY OF _____,
2019, PERSONALLY APPEARED TOMMY WOODS, TO ME KNOWN TO BE THE
IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO
THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED
THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE
AND VOLUNTARY ACT AND DEED OF SUCH CORPORATION.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

CERTIFICATE OF SURVEY
I, JEFFREY A. TUTTLE, P.E., L.S. OF TULSA, OKLAHOMA, HEREBY CERTIFY THAT
I HAVE CAREFULLY AND ACCURATELY SURVEYED, STAKED AND PLATTED THE
ABOVE DESCRIBED TRACT, AND THE ACCOMPANYING PLAT IS A TRUE AND
CORRECT REPRESENTATION OF SAID SURVEY.

DATED THIS_____ DAY OF _____, 2019.

JEFFREY A. TUTTLE
PROFESSIONAL LAND SURVEYOR

STATE OF OKLAHOMA)
)ss.
COUNTY OF TULSA)

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY
AND STATE, ON THIS_____ DAY OF _____,
2019, PERSONALLY APPEARED JEFFREY A. TUTTLE, TO ME KNOWN TO BE THE
IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO
THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED
THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC