



**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 PERIMETER  
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/DEVELOPMENT STANDARDS**

1. LOT 10 BLOCK 2 SHALL BE KNOWN 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  
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