### OWNER

# ADMIRAL SQUARE INC

111 SOUTH ELGIN AVE.
TULSA, OKLAHOMA 74120
PHONE: (918) 625-2306

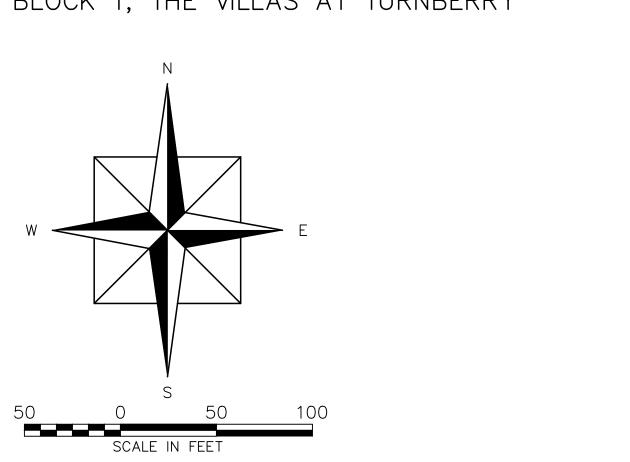
# ENGINEER/SURVEYOR

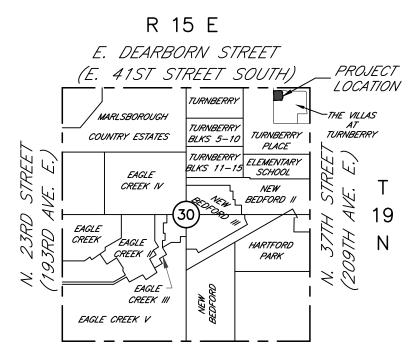
# TUTTLE & ASSOCIATES, INC.

P.O. BOX 471313 TULSA, OKLAHOMA
74147-1313 PHONE: (918) 663-5567
CERTIFICATE OF AUTHORITY
CA 465 EXPIRATION 6-30-27
tuttle-associates@sbcglobal.net

# CONDITIONAL FINAL PLAT THE VILLAS AT TURNBERRY REPLAT OF LOT 1, BLOCK 1

AN ADDITION TO THE CITY OF BROKEN ARROW, OKLAHOMA A PART OF THE NE/4 OF SECTION 30, TOWNSHIP 19 NORTH, RANGE 15 EAST, CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA A RE-PLAT OF LOT 1, BLOCK 1, THE VILLAS AT TURNBERRY





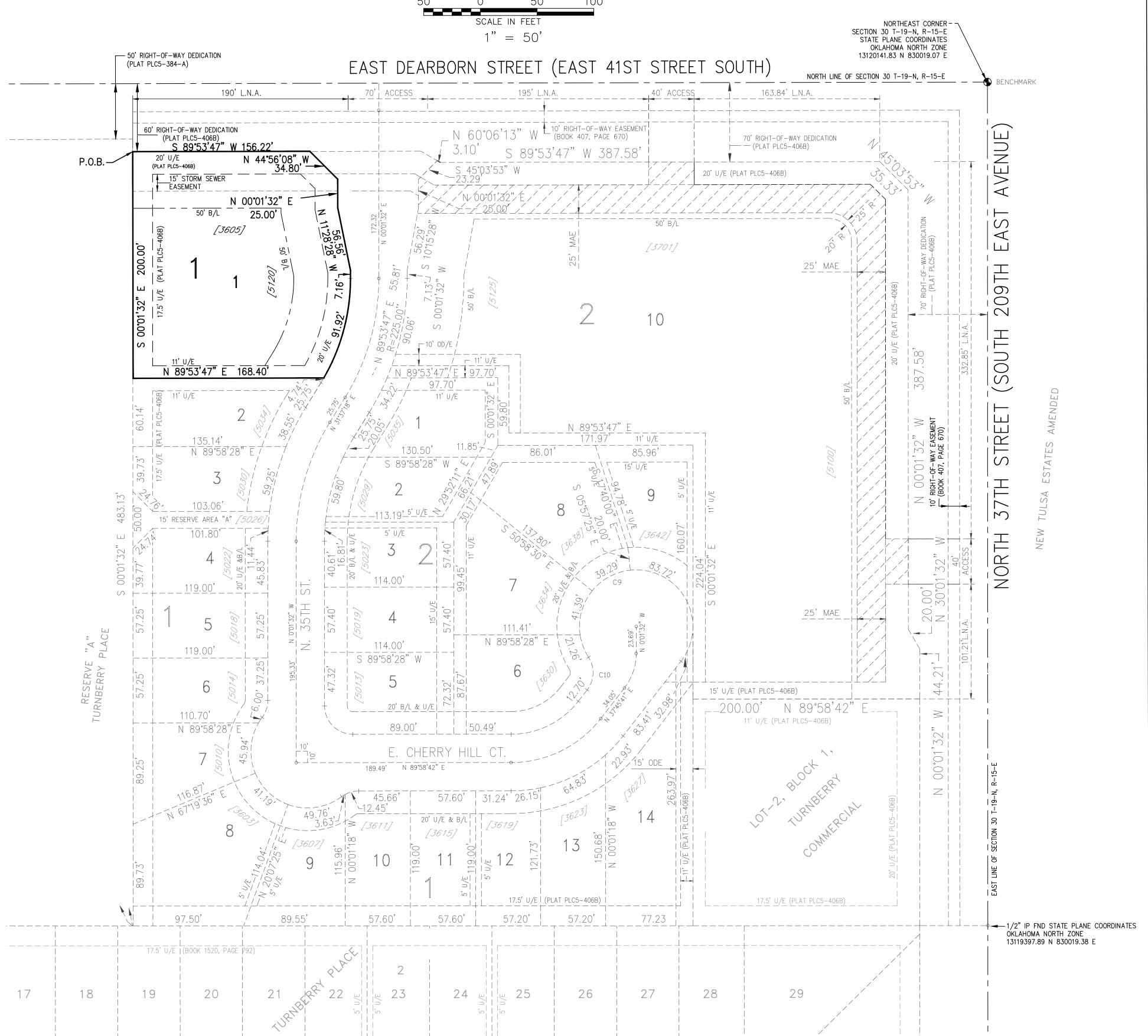
E. OMAHA STREET (E. 51ST STREET SOUTH)

LOCATION MAP

36,530.53 SQUARE FEET

0.84 ACRES

1 LOT



# LEGAL DESCRIPTION LOT 1 OF BLOCK 1 REPLAT DESCRIPTION:

LOT 1 BLOCK 1 OF THE VILLAS AT TURNBERRY, AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA ACCORDING TO PLAT PLC5-451B FILED IN THE RECORDS OF THE WAGONER COUNTY CLERK. SAID LOT 1 OF BLOCK 1 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF BLOCK 1 OF THE VILLAS AT TURNBERRY; THENCE S 00°01'32"E ALONG THE WESTERLY LINE THEREOF FOR A DISTANCE OF 200.00 FEET; THENCE N 89°53'47"E AND PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 1 OF BLOCK 1 FOR A DISTANCE OF 168.40 FEET TO THE WEST RIGHT OF WAY LINE OF N 35TH

THENCE ALONG THE WEST RIGHT OF WAY ON A CURVE TO THE LEFT HAVING A TANGENT BEARING OF N 30°04'07"E, A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE

OF 30°02'35"FOR A DISTANCE OF 91.62 FEET; THENCE N 0°01'32"E A DISTANCE OF 7.16 FEET;

THENCE N 11°28'28" W FOR A DISTANCE OF 56.56 FEET;
THENCE N 00°01'32" FOR A DISTANCE OF 25.00 FEET:

THENCE N 00°01'32"E FOR A DISTANCE OF 25.00 FEET;
THENCE N 44°56'08"W FOR A DISTANCE OF 34.80 FEET TO THE SOUTH RIGHT OF WAY LINE OF

EAST DEARBORN STREET;
THENCE S 89°53'47" W FOR A DISTANCE OF 156.22 FEET TO THE POINT OF BEGINNING.

# LEGEND

BENCHMARK

N NORTH

S SOUTH

E EAST

W WEST

B/L BUILDING LINE

U/E UTILITY EASEMENT

L/E LANDSCAPE EASEMENT

L.N.A. LIMITS OF NO ACCESS

P.O.B.

O.D.E.

G.W.D.

POINT OF BEGINNING

STREET ADDRESS

OVERLAND DRAINAGE EASEMENT

GENERAL WARRANTY DEED

MUTUAL ACCESS EASEMENT

NOTE: ALL STRUCTURES ARE REQUIRED TO INSTALL A BACKFLOW PREVENTER ON THE SANITARY SEWER SERVICE LINE.

# WAGONER COUNTY TREASURER

I, \_\_\_\_\_\_, TREASURER FOR THE COUNTY OF WAGONER, STATE OF OKLAHOMA, DO HEREBY STATE THAT ALL BACK TAXES HAVE BEEN PAID ON THE DESCRIBED PROPERTY.

DATE:

WAGONER COUNTY TREASURER

APPROVED\_\_\_\_\_\_\_ by the City Council of the City of Broken Arrow, Oklahoma.

Attest: City Clerk: Curtis Green

BENCHMARK:
USGS DATUM ELEV. 714.40
IRON PIN AT NE CORNER SECTION 30, TOWNSHIP 19
NORTH, RANGE 15 EAST

IRON PINS SET AT ALL PROPERTY CORNERS WITH PLASTIC CAPS MARKED WITH LS 1094

ADDRESSES 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 DESCRIPTIONS.

BASIS FOR BEARINGS IS EAST LINE OF SECTION ASSUMED N 00°01'32" W.

THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARD FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

# DETENTION

# DETERMINIATION

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED BY THE EXISTING TURNBERRY PLACE DETENTION FACILITY. NO FEES OR ONSITE FACILITY IS REQUIRED. DETENTION DETERMINATION #DD-010418-01

PT17-114A)
T TURNBERY

# DEED OF DEDICATION AND RESTRICTIVE COVENANTS THE VILLAS AT TURNBERRY REPLAT OF LOT 1, BLOCK 1

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 1 OF BLOCK 1 REPLAT DESCRIPTION:

#### LOT 1 OF BLOCK 1 REPLAT DESCRIPTION:

LOT 1 BLOCK 1 OF THE VILLAS AT TURNBERRY, AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA ACCORDING TO PLAT PLC5-451B FILED IN THE RECORDS OF THE WAGONER COUNTY CLERK. SAID LOT 1 OF BLOCK 1 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF BLOCK 1 OF THE VILLAS AT TURNBERRY;

THENCE S 00°01'32"E ALONG THE WESTERLY LINE THEREOF FOR A DISTANCE OF 200.00 FEET;

THENCE N 89°53'47"E AND PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 1 OF BLOCK 1 FOR A DISTANCE OF 168.40 FEET TO THE WEST RIGHT OF WAY LINE OF N 35TH STREET;

THENCE ALONG THE WEST RIGHT OF WAY ON A CURVE TO THE LEFT HAVING A TANGENT BEARING OF N 30°04'07"E, A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 30°02'35"FOR A DISTANCE OF 91.62 FEET;

THENCE N 0°01'32"E A DISTANCE OF 7.16 FEET; THENCE N 11°28'28"W FOR A DISTANCE OF 56.56 FEET;

THENCE N 00°01'32"E FOR A DISTANCE OF 25.00 FEET;

THENCE N 44°56'08"W FOR A DISTANCE OF 34.80 FEET TO THE SOUTH RIGHT OF WAY LINE OF EAST DEARBORN STREET;

THENCE S 89°53'47" W FOR A DISTANCE OF 156.22 FEET TO THE POINT OF BEGINNING.

#### SAID TRACT CONTAINS 36,530.53 SQUARE FEET OR 0.84 ACRES MORE OR LESS.

HAS CAUSED SAID REAL ESTATE TO BE SURVEYED, STAKED, AND PLATTED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS, AND HAS DESIGNATED THE SAME AS "A REPLAT OF LOT 1 BLOCK 1 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 1 BLOCK 1 SHALL BE KNOW AND DESCRIBED AS COMMERCIAL LOT 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 N. 35th ST. E 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, IT SHALL BE LAWFUL FOR THE DEVELOPER, ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE ADDITION, 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, 2031, 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\_\_\_\_\_\_, 2025.

ADMIRAL SQUARE INC

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\_\_\_\_\_\_, 2025, 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

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	,	2025.

\_\_\_\_\_

JEFFREY A. TUTTLE PROFESSIONAL LAND SURVEYOR

AND DEED OF SUCH CORPORATION.

STATE OF OKLAHOMA)

COUNTY OF TULSA )

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS\_\_\_\_\_\_\_ DAY OF\_\_\_\_\_\_, 2025, 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