

June 24, 1983  
By City Clerk

Plat Cabinet 3-241 and 248

CERTIFICATE OF DEDICATION  
DECLARATION OF PROTECTIVE COVENANTS  
QUAIL HOLLOW

APPROVED by the City  
Council of the City of Broken Arrow,  
Oklahoma  
Mayor  
City Clerk

KNOW ALL MEN BY THESE PRESENTS:

THAT, MUSKOGEE DEVELOPMENT CO., INC., BEING THE OWNER IN FEE SIMPLE OF REAL ESTATE AND PREMISES SITUATED IN WAGONER COUNTY, STATE OF OKLAHOMA, AND DESCRIBED AS FOLLOWS:

ALL THAT PART OF GOVERNMENT LOT 4 OF SECTION 6, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, OKLAHOMA, ACCORDING TO THE OFFICIAL U.S. GOVERNMENT SURVEY THEREOF; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 4, SECTION 6, TOWNSHIP 18 NORTH, RANGE 15 EAST, WAGONER COUNTY, STATE OF OKLAHOMA; THENCE S 89° 46' 57" E ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 235.00 FEET TO THE POINT OF BEGINNING; THENCE S 89° 46' 57" E, A DISTANCE OF 716.42 FEET; THENCE S 00° 01' 21" W, A DISTANCE OF 674.07 FEET; THENCE S 89° 46' 57" E, A DISTANCE OF 350.00 FEET; THENCE S 0° 01' 32" W, A DISTANCE OF 2.24 FEET; THENCE S 44° 16' 37" W, A DISTANCE OF 394.16 FEET; THENCE S 27° 20' 32" E, A DISTANCE OF 17.57 FEET; THENCE N 87° 51' 01" W, A DISTANCE OF 197.41 FEET; THENCE S 80° 19' 05" W, A DISTANCE OF 94.01 FEET; THENCE N 60° 51' 03" W, A DISTANCE OF 66.14 FEET; THENCE S 76° 07' 19" W, A DISTANCE OF 400.13 FEET; THENCE WEST A DISTANCE OF 297.88 FEET; THENCE NORTH A DISTANCE OF 841.24 FEET; THENCE S 89° 46' 57" E, A DISTANCE OF 235.00 FEET; THENCE NORTH A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING, CONTAINING 972,221 SQUARE FEET, OR 22.32 ACRES.

HAVE CAUSED THE DESCRIBED REALTY TO BE SURVEYED, STAKED, AND PLATTED, AND HAS DESIGNATED THE SAME AS "QUAIL HOLLOW", AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.

MUSKOGEE DEVELOPMENT CO., INC., DOES HEREBY DEDICATE FOR PUBLIC USE ALL THE STREETS AS SHOWN ON THE ATTACHED PLAT AND DOES HEREBY GUARANTEE CLEAR TITLE TO ALL THE LAND THAT IS SO DEDICATED AND NO VEHICULAR INGRESS SHALL BE PERMITTED OVER, THROUGH, OR ACROSS ANY PROPERTY OR AREA DESIGNATED ON THE ATTACHED PLAT AS L.N.A. (LIMITS OF NO ACCESS), WHICH MAY BE MODIFIED, AMENDED, OR REVISED WITH THE APPROVAL OF THE BROKEN ARROW CITY ENGINEER, AND THE BROKEN ARROW PLANNING COMMISSION.

MUSKOGEE DEVELOPMENT CO., INC., DOES FURTHER DEDICATE FOR PUBLIC USE FOREVER, THE EASEMENTS AND RIGHTS-OF-WAY AS SHOWN FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REMOVING AND REPLACING ANY AND ALL 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 SAID EASEMENTS AND RIGHTS-OF-WAY FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR RIGHTS IN EACH AND ALL OF THE STREETS SHOWN ON SAID PLAT, PROVIDED, HOWEVER, THAT THE OWNERS HEREBY RESERVE 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 ALL STRIPS OF LAND INCLUDED WITHIN THE EASEMENTS SHOWN ON THE PLAT, BOTH FOR THE FURNISHING OF WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN SAID PLAT AND TO ANY OTHER AREAS.

AND WHEREAS, A DISTRICT SITE PLAN FOR QUAIL HOLLOW WAS APPROVED BY THE BROKEN ARROW PLANNING COMMISSION ON MARCH 24, 1983.

NOW, THEREFORE, MUSKOGEE DEVELOPMENT CO., INC. BEING THE OWNER OF ALL THE PROPERTY HEREINABOVE DESCRIBED, FOR THE PURPOSES OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF QUAIL HOLLOW AND FOR THE PURPOSE OF INSURING ADEQUATE COVENANTS AND RESTRICTIONS FOR THE MUTUAL BENEFIT OF MUSKOGEE DEVELOPMENT CO., INC., ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW, OKLAHOMA, DOES HEREBY IMPOSE UPON THE PROPERTY WITHIN "QUAIL HOLLOW", AS HEREINABOVE DESCRIBED THE FOLLOWING COVENANTS AND RESTRICTIONS WHICH SHALL RUN WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER OR OWNERS OF ANY PROPERTY WITHIN "QUAIL HOLLOW" OR PART THEREOF AND THE CITY OF BROKEN ARROW, OKLAHOMA, A MUNICIPAL CORPORATION, TO-WIT:

- 1. WITHIN QUAIL HOLLOW THE FOLLOWING DEVELOPMENT STANDARDS AND RESTRICTIONS SHALL APPLY:
a) PERMITTED USES ON LOT 1 SHALL CONFORM TO THE C-2 ZONING DISTRICT.
b) PERMITTED USES ON LOT 2 AND LOT 3 SHALL CONFORM TO THE R-5 ZONING DISTRICT.
c) THE MAXIMUM HEIGHT OF BUILDINGS SHALL BE LIMITED TO TWO (2) STORIES.
2. a) OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRICAL SERVICE AND COMMUNICATION SERVICE MAY BE LOCATED ALONG THE PERIMETER OF SAID LOTS. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT SAID ADDITION. ALL SUPPLY LINES MAY BE LOCATED UNDERGROUND IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY PURPOSES AND STREETS SHOWN ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENT-WAYS.
b) UNDERGROUND SERVICE CABLES TO ALL THE BUILDINGS IN SAID ADDITION MAY BE RUN FROM THE NEAREST PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH BUILDINGS; PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE TO A PARTICULAR BUILDING, THE SUPPLIER OF COMMUNICATION AND ELECTRICAL SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT, COVERING A FIVE (5) FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID BUILDING.
c) THE SUPPLIER OF ELECTRIC AND COMMUNICATION SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND COMMUNICATION AND ELECTRIC FACILITIES SO INSTALLED BY IT.
d) THE OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND COMMUNICATION AND ELECTRIC FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID COMMUNICATION AND ELECTRIC FACILITIES. THE COMPANY WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND COMMUNICATION AND ELECTRIC FACILITIES, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
e) THE FOREGOING COVENANTS CONCERNING UNDERGROUND COMMUNICATION AND ELECTRIC FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF COMMUNICATION AND ELECTRIC SERVICE, AND THE OWNER AGREES TO BE BOUND HEREBY.
3. a) THE OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND OF THE PUBLIC SANITARY SEWER FACILITIES AND SHALL PREVENT THE ALTERATION OF GRADE IN EXCESS OF THREE FEET (3') FROM THE ORIGINAL CONTOURS OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAINS AND/OR PUBLIC SANITARY SEWER FACILITIES. SAID ALTERATION OR GRADE RESTRICTIONS SHALL BE LIMITED TO EASEMENT AREAS.
b) THE CITY OF BROKEN ARROW OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS AND PUBLIC SANITARY SEWER FACILITIES, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OR SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
c) THE CITY OF BROKEN ARROW OR ITS SUCCESSORS THROUGH ITS PROPER AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND WATER AND SEWER FACILITIES.
d) THE OWNER SHALL BE RESPONSIBLE FOR REPAIR AND REPLACEMENT OF LANDSCAPE AND PAVING IN THE EVENT IT IS NECESSARY TO REPAIR THE WATER MAIN.
e) THE FOREGOING COVENANTS CONCERNING WATER AND SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW OR ITS SUCCESSORS, AND THE OWNER AGREES TO BE BOUND HEREBY.
4. AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "RESTRICTIVE DRAINAGEWAY" ARE HEREBY ESTABLISHED BY GRANT OF THE OWNERS AS A PERPETUAL RESTRICTIVE EASEMENT FOR THE PURPOSE OF PERMITTING FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THIS SUBDIVISION AND FROM PROPERTIES OUTSIDE THIS SUBDIVISION. DRAINAGE FACILITIES CONSTRUCTED IN SAID RESTRICTIVE DRAINAGEWAY AREAS SHALL BE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY ENGINEER OF THE CITY OF BROKEN ARROW. SAID RESTRICTIVE DRAINAGEWAY AREA AND FACILITIES SHALL BE MAINTAINED BY THE OWNERS OF THIS SUBDIVISION AT THEIR COST IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW. IN THE EVENT SAID OWNERS SHOULD FAIL TO ADEQUATELY AND PROPERLY MAINTAIN SAID DRAINAGEWAY AREA AND FACILITIES, THE CITY OF BROKEN ARROW MAY ENTER UPON SAID AREA, PERFORM SAID MAINTENANCE, AND THE COST OF PERFORMING SAID MAINTENANCE SHALL BE PAID BY SAID OWNERS. IN THE EVENT SAID OWNERS FAIL TO PAY THE COST OF SAID MAINTENANCE OR ANY PART THEREOF WITHIN THIRTY (30) DAYS AFTER COMPLETION OF SAID MAINTENANCE, SAID COST SHALL BE A LIEN AGAINST THE SUBDIVISION FOR WHICH PAYMENT HAS NOT BEEN MADE WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW. NO FENCE, WALL, PLANTING, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN SAID RESTRICTIVE DRAINAGEWAY AREAS WITHOUT APPROVAL OF THE CITY ENGINEER OF THE CITY OF BROKEN ARROW, AND THERE SHALL BE NO ALTERATION OF THE GRADES OR CONTOURS IN SAID DRAINAGEWAY AREAS WITHOUT THE APPROVAL OF SAID CITY ENGINEER.

IN THE EVENT, MUSKOGEE DEVELOPMENT CO., INC., OR ANY OF ITS SUCCESSORS, GRANTEEES, LESSEES OR ASSIGNS, OR ANY PERSON CLAIMING UNDER THEM, SHALL VIOLATE OR BREACH ANY OF THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN OR IMPROVED HEREBY, ANY PERSON OR PERSONS OWNING A LOT OR PARCEL WITHIN QUAIL HOLLOW, THE CITY OF BROKEN ARROW, OKLAHOMA, SHALL HAVE THE RIGHT TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS ATTEMPTING TO VIOLATE ANY OF SUCH COVENANTS OR RESTRICTIONS TO PREVENT VIOLATION OR TO RECOVER DAMAGES FOR THE VIOLATION THEREOF. INVALIDATION OF ANY OF THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN BY JUDGMENT OR OTHER ACTION SHALL NOT AFFECT THE VALIDITY OF ANY COVENANT OR RESTRICTION WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF: MUSKOGEE DEVELOPMENT CO., INC., HAS CAUSED ITS NAME TO BE AFFIXED, THIS DATE May 20, 1983.

MUSKOGEE DEVELOPMENT CO., INC.
By: William E. Beckman, Jr. PRESIDENT

ATTEST:

John H. Reynolds, Jr. SECRETARY

STATE OF OKLAHOMA )
COUNTY OF TULSA ) ss.

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 20 DAY OF May, 1983, PERSONALLY APPEARED WILLIAM E. BECKMAN, JR., ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKERS THEREOF TO THE FOREGOING INSTRUMENT AND AS ITS PRESIDENT 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 PARTNERSHIP FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

MY COMMISSION EXPIRES: 9/2/84

Cheryl Johnson
NOTARY PUBLIC

CERTIFICATE OF SURVEY

WE, AL C. YOUNG AND ASSOCIATES, ENGINEERS, OF TULSA, OKLAHOMA, HEREBY CERTIFY THAT WE 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 20 DAY OF May, 1983

AL C. YOUNG & ASSOCIATES OF TULSA, INC.
Jeff A. Tuttle
REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR

STATE OF OKLAHOMA )
COUNTY OF TULSA ) ss.

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 20 DAY OF May, 1983, PERSONALLY APPEARED JEFFREY A. TUTTLE, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND 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 AL C. YOUNG AND ASSOCIATES, ENGINEERS, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

MY COMMISSION EXPIRES: 9/2/84

Cheryl Johnson
NOTARY PUBLIC

I, the undersigned, the only qualified acting County Treasurer of Wagoner County, Oklahoma, hereby certify that according to the 1983 tax rolls the taxes on the above description are paid.
Patry Patry Carter
County Treasurer