

# FINAL PLAT PUD 150 TURNBERRY PLACE

### DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN THESE PRESENTS:

THAT HARRIS-KEANE, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREIN AFTER REFERRED TO AS THE "DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, COUNTY OF WAGONER, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE 1/4, NE 1/4) OF SECTION 30, TOWNSHIP 19 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 30; THENCE S00°01'32"E ALONG THE EASTERLY LINE OF SAID NE 1/4 OF THE NE 1/4 FOR 744.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S00°01'32"E FOR 579.96 FEET TO THE SOUTHWEST CORNER OF SAID NE 1/4 OF THE NE 1/4; THENCE S89°58'42"W ALONG THE SOUTHERLY LINE OF SAID NE 1/4 OF THE NE 1/4 FOR 1312.41 FEET TO A POINT ON THE EASTERLY LINE OF TURNBERRY, BLOCKS 11 THROUGH 15, AN ADDITION IN WAGONER COUNTY, STATE OF OKLAHOMA; THENCE N00°01'32"W ALONG THE EASTERLY LINE OF TURNBERRY, BLOCKS 11 THROUGH 15, TURNBERRY, BLOCKS 6 THROUGH 10 AND TURNBERRY BLOCKS 1 THROUGH 5, ALL AN ADDITION TO WAGONER COUNTY, STATE OF OKLAHOMA, FOR 1322.29 FEET TO THE NORTHERLY LINE OF SAID NE 1/4 OF THE NE 1/4; THENCE N89°53'47"E ALONG THE NORTHERLY LINE OF SAID NE 1/4 OF THE NE 1/4 FOR 588.53 FEET; THENCE S00°01'32"E FOR 743.13 FEET; THENCE N89°58'42"E FOR 753.88 FEET TO THE EASTERLY LINE OF SAID NE 1/4 OF THE NE 1/4 AND THE POINT OF BEGINNING, SAID TRACT OF LAND CONTAINING 1,175,979 SQUARE FEET OR 27.00 ACRES, MORE OR LESS.

AND HAS CAUSED THE SAME TO BE SURVEYED, STAKED AND PLATED INTO BLOCKS, LOTS AND STREETS AND HAS DESIGNATED THE SAME AS "TURNBERRY PLACE", A SUBDIVISION IN THE CITY OF BROKEN ARROW, COUNTY OF WAGONER, AND STATE OF OKLAHOMA.

### SECTION I, STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE DEVELOPER DOES HEREBY DEDICATE FOR THE PUBLIC USE THE STREETS, AS DESIGNATED ON THE ACCOMPANYING PLAT, AND DOES FURTHER DEDICATE FOR THE PUBLIC USE THE UTILITY EASEMENTS AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, AND/OR REPAIRING ANY AND ALL STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON SAID UTILITY EASEMENTS AND RIGHT-OF-WAYS FOR THE USES AND PURPOSES AFORESAID. NO BUILDING, STRUCTURE, OR OTHER ABOVE AND BELOW GROUND AS SHOWN, PROVIDED, HOWEVER, THAT THE DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND AROUND ALL OF THE UTILITY EASEMENTS, SHOWN IN SAID PLAT, FOR THE PURPOSE OF FURNISHING EACH LOT SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ANY LANDSCAPING AND PAVING LOCATED WITHIN THE UTILITY EASEMENTS IN THE EVENT IT IS NECESSARY TO REPAIR OR REPLACE UNDERGROUND WATER OR SEWER MAINS, ELECTRIC, NATURAL GAS, COMMUNICATION OR TELEPHONE SERVICE.

### B. UNDERGROUND SERVICE AND COMMUNICATION SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC TELEPHONE AND CABLE TELEVISION SERVICE MAY BE LOCATED ALONG EAST DEARBORN ST. (EAST 41ST STREET) ON THE NORTH BOUNDARY OF THE SUBDIVISION AND ALONG NORTH 37TH STREET (S. 209TH E. AVE.) ON THE EAST BOUNDARY OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES AND PUBLIC STREETS, AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN EASEMENT-WAYS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL HOUSES WHICH MAY BE LOCATED ON ALL LOTS IN 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 HOUSE AS MAY BE LOCATED UPON EACH SAID LOT; PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR HOUSE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON SAID LOT, COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE OR LINE, EXTENDING PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE HOUSE.

3. THE SUPPLIER OF ELECTRIC, NATURAL GAS, TELEPHONE AND CABLE TELEVISION SERVICE, THROUGH HIS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENT-WAYS AS DEPICTED ON THE ACCOMPANYING PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND ELECTRIC, NATURAL GAS, TELEPHONE OR CABLE TELEVISION FACILITIES SO INSTALLED BY IT.

4. OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE SUBDIVISION AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH ELECTRIC, NATURAL GAS, TELEPHONE OR CABLE TELEVISION FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF OWNER OR HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC, NATURAL GAS, TELEPHONE, OR CABLE TELEVISION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF SERVICE AND OWNER AGREES TO BE BOUND THEREBY.

### C. WATER AND SEWER SERVICE

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON OR IN HIS LOT.
2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTIGUOUS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER OR SEWER MAIN OR ANY CONSTRUCTION ACTIVITY, WHICH MAY INTERFERE WITH PUBLIC WATER OR SEWER MAINS, SHALL BE PROHIBITED.
3. WAGONER COUNTY RURAL WATER, SEWER, SOLID WASTE AND NATURAL GAS DISTRICT 4 OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF WATER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
4. CITY OF BROKEN ARROW OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SEWER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
5. CITY OF BROKEN ARROW AND WAGONER COUNTY RURAL WATER, SEWER, SOLID WASTE AND NATURAL GAS DISTRICT 4 OR THEIR SUCCESSORS, THROUGH THEIR 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 THEIR RESPECTIVE UNDERGROUND WATER OR SEWER FACILITIES.
6. THE OWNER OF THE 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 PROVIDED, HOWEVER, THE CITY OF BROKEN ARROW WATER, SEWER, GAS AND SOLID WASTE MANAGEMENT OR THEIR SUCCESSORS USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.
7. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW AND WAGONER COUNTY RURAL WATER, SEWER, SOLID WASTE AND NATURAL GAS DISTRICT 4 OR THEIR SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

### SECTION II. RESTRICTIONS

A. LOT USE  
NO BUILDING EXCEPT A SINGLE-FAMILY DWELLING (HEREINAFTER CALLED "DWELLING") SHALL BE ERRECTED, MAINTAINED, OR PERMITTED ON ANY LOT OR PORTION THEREOF. NO DWELLING SHALL BE USED EXCEPT AS A SINGLE-FAMILY DWELLING, NO TEMPORARY HOUSE, TRAILER, HOME, TRAILER, TENT, GARAGE, OR OTHER OUT-BUILDINGS SHALL REMAIN ON ANY LOT OR BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY, AND NO RESIDENCE PLACED OR ERRECTED ON ANY PART OF ANY LOT SHALL BE OCCUPIED IN ANY MANNER AT ANY TIME PRIOR TO ITS BEING FULLY COMPLETED, PROVIDED, HOWEVER, THAT DURING THE ACTUAL CONSTRUCTION OR ALTERATION OF A BUILDING ON ANY LOT, NECESSARY TEMPORARY BUILDINGS FOR STORAGE OF MATERIAL, ETC. MAY BE ERRECTED AND MAINTAINED BY THEIR PERSON DOING SUCH WORK.

B. DRAINAGE  
NO ALTERATION OF THE DRAINAGE PLAN AS ORIGINALLY IMPLEMENTED BY DEVELOPER SHALL BE MADE. IF ANYONE DOES SO ALTER THE DRAINAGE PLAN, HE ASSUMES ABSOLUTE LIABILITY FOR DAMAGES CAUSED TO ANY OTHER OWNER OR TO DEVELOPER AS A RESULT OF SUCH ALTERATION.

C. TEMPORARY PARKING AND STRUCTURES  
NO VEHICLE WHICH IS NOT IN OPERATING CONDITION SHALL BE PARKED OR LEFT ANYWHERE ON ANY LOT OTHER THAN INSIDE A GARAGE OR ON ANY STREET ADJACENT TO SUCH LOT, EXCEPT FOR EMERGENCY REPAIRS. THE PARKING, PLACING OR MAINTAINING OF BOATS, TRAILERS, HORSE TRAILERS, MOBILE HOMES, CAMPERS, MOTOR HOMES OR OTHER SUCH VEHICLES ON ANY PART OF THE LOT, OR ON ANY STREET ADJACENT TO SUCH LOT, OTHER THAN IN A GARAGE OR OTHER PARTS OF THE LOT SCREENED FROM VIEW OF OTHER LOTS BY THE HOUSE OR PRIVACY WALL, IS PROHIBITED, EXCEPT FOR SUCH TEMPORARY PERIODS, NOT TO EXCEED FORTY-EIGHT (48) HOURS, AS MAY OCCASIONALLY ARISE WHEN PREPARATION FOR USE OR MAINTENANCE AFTER USE REQUIRES A BRIEF EXCEPTION TO BE MADE FOR THE CONVENIENCE OF THEIR OWNERS. A GARAGE SHALL BE USED FOR VEHICLE PARKING AND STORAGE PURPOSES ONLY AND SHALL BE NOT COVERED FOR USE AS A LIVING AREA OR FOR RECREATIONAL ACTIVITIES. PARKING OF ANY VEHICLE ON A LOT IS PROHIBITED EXCEPT IN THE GARAGE OR ON THE DRIVEWAY APPURTENANT TO THE RESIDENCE.

NO TEMPORARY HOUSE, MOBILE HOME, TRAILER, TENT, GARAGE OR OTHER OUT-BUILDINGS SHALL REMAIN ON ANY LOT AT ANY TIME AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY AND NO RESIDENCE PLACED OR ERRECTED ON ANY PART OF ANY LOT SHALL BE OCCUPIED IN ANY MANNER AT ANY TIME PRIOR TO ITS BEING FULLY COMPLETED, PROVIDED, HOWEVER, THAT DURING THE ACTUAL CONSTRUCTION OR ALTERATION OF A BUILDING ON ANY LOT, NECESSARY TEMPORARY BUILDINGS FOR STORAGE OF MATERIAL, ETC. MAY BE ERRECTED & MAINTAINED BY SUCH PERSON DOING THE WORK.

D. BUSINESS  
EXCLUDING ONLY SUCH BUSINESS ACTIVITIES PERMITTED BY THE CITY AS "HOUSE OCCUPATIONS" AND PROVIDED THERE IS NO EXTERNAL EVIDENCE OF THE BUSINESS ACTIVITY, NO STORE, OFFICE OR OTHER PLACE OF BUSINESS OF ANY KIND, AND NO HOSPITAL, SANITARIUM OR OTHER PLACE FOR THE CARE OR TREATMENT OF THE PHYSICALLY OR MENTALLY ILL, NOR ANY THEATER, SALOON, OR OTHER PLACE OF ENTERTAINMENT, SHALL BE ERRECTED OR PERMITTED UPON ANY LOT, AND NO TRADE OR OFFENSIVE ACTIVITY OF ANY KIND OR CHARACTER WHATSOEVER SHALL BE CONDUCTED IN OR FROM THE BUILDINGS LOCATED ON ANY LOT OR FROM ANY LOT.

E. ANIMALS  
NO SWINE, HORSES, COWS, OR OTHER LIVESTOCK, AND NO PIGEONS, CHICKENS, DUCKS, TURKEYS, OR OTHER PULTRY, SHALL EVER BE KEPT UPON SAID LOTS, DOGS, CATS OR OTHER HOUSEHOLD PETS, MAY BE KEPT, PROVIDED THEY ARE CONFINED TO THEIR OWNERS LOT OR ON A LEASH HELD BY A PERSON CAPABLE OF CONTROLLING THE ANIMAL AND NOT PERMITTED TO RUN FREE, AND FURTHER PROVIDED THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE, OR IN UNREASONABLE NUMBERS.

F. WALLS AND FENCES  
EXCEPT AS PLANNED OR ERRECTED BY DEVELOPER, NO SOLID WALL, FENCE, HEDGE, OR OTHER IMPROVEMENTS SHALL BE ERRECTED OR MAINTAINED NEARER TO THE FRONT PROPERTY LINE THAN THE WALLS, ATTACHED OPEN PORCH OR BALCONY OF THE DWELLING ERRECTED ON SAID LOTS. EXCEPT AS PLANNED OR ERRECTED BY DEVELOPER, NO SIDE OR REAR WALL, FENCE OR HEDGE OTHER THAN THE WALL OF A BUILDING CONSTRUCTED ON SAID LOTS, SHALL BE LESS THAN FOUR FEET (4') IN HEIGHT NOR MORE THAN SIX FEET (6') MEASURED FROM THE DEVELOPED GRADED GROUND ELEVATION TO THE HIGHEST POINT OF THE FENCE OF THE FENCE POSTS, WALL OR WALL POSTS OR THE HEDGE. ANY WALLS INSTALLED BY DEVELOPER SHALL BE MAINTAINED IN THEIR ORIGINAL CONDITION AND COLOR AND SHALL NOT BE ALLOWED TO DETERIORATE. ANY FENCE, HEDGE OR WALL IN FRONT OF THE RESIDENCE MAY NOT BE OVER THIRTY INCHES (30") IN HEIGHT. NO BARBED WIRE, WELDED WIRE, OR WELDED PIPE FENCE SHALL BE PERMITTED ON ANY LOT. OWNERS SHALL PROMPTLY REMOVE GRAFFITI FROM ALL WALLS AND FENCES ON THEIR LOTS.

### G. LANDSCAPING

INDIVIDUAL LOT OWNERS SHALL BE RESPONSIBLE FOR MAINTAINING LANDSCAPING AND/OR STREET TREES INSTALLED BY DEVELOPER OR BUILDING CONTRACTOR ON THEIR PROPERTY.  
H. ANTENNAS  
NO ANTENNA OR OTHER DEVICE FOR THE TRANSMISSION OR RECEPTION OF TELEVISIONS OR RADIO SIGNALS OR ANY OTHER FORM OF ELECTROMAGNETIC RADIATION SHALL BE ERRECTED, USED OR MAINTAINED OUTDOORS, WHETHER ATTACHED TO A BUILDING OR STRUCTURE OR OTHERWISE, EXCEPT THAT A WIRELESS CABLE OR COLOR TELEVISION AND RADIO ANTENNA MAY BE USED, PROVIDED IT DOES NOT EXTEND HIGHER THAN THE ROOF LINE OF THE HOUSE. A DISH ANTENNA MAY BE USED IF IT IS INSTALLED AND MAINTAINED AT GROUND LEVEL AND IS SUBSTANTIALLY CONCEALED FROM GROUND LEVEL VIEW OF OTHER RESIDENCES OR A DISH NO LARGER THEN 18" IN DIAMETER MAY BE MOUNTED ON THE BUILDING.  
I. SIGNS  
NO ADVERTISING SIGNS (EXCEPT ONE OF NOT MORE THEN THREE (3) SQUARE FEET "FOR RENT" OR "FOR SALE" SIGN PER LOT), BILLBOARDS, UNSHOBY OBJECTS OR NOISANCES SHALL BE ERRECTED, PLACED OR PERMITTED TO REMAIN ON THE PREMISES, NOR SHALL BE ERRECTED, PLACED OR PERMITTED TO REMAIN ON THE PREMISES, NOR SHALL THE PREMISES BE USED IN ANY WAY OR FOR ANY PURPOSE WHICH MAY ENDANGER THE HEALTH, SAFETY OR WELFARE OF THE OWNER OF ANY RESIDENTS THEREOF. THESE RESTRICTIONS SHALL NOT APPLY TO THE BUSINESS ACTIVITIES, SIGNS, BILLBOARDS, OR THE CONSTRUCTION OR MAINTENANCE OF BUILDINGS, IF ANY, OF THE DEVELOPER, ITS AGENTS OR DESIGNEES, DURING THE CONSTRUCTION AND SALE PERIOD.  
J. PROMOTIONAL ADVERTISING  
NO RESTRICTIONS IN THIS SECTION SHALL PROHIBIT DEVELOPER FROM CONSTRUCTING, PLACING AND MAINTAINING ONE OR MORE PROMOTIONAL SIGNS AND/OR SALES MODELS WITHIN TURNBERRY PLACE TO AID AND PROMOTE THE SALE OF LOTS IN THIS AND OTHER SUBDIVISIONS, PROVIDED THE DEVELOPER'S SALES MODELS RIGHT SHALL TERMINATE AND BE CONVERTED INTO ONE OR MORE REGULAR RESIDENTIAL LOTS WHEN ALL LOTS IN TURNBERRY PLACE HAVE BEEN SOLD.

K. ADDITIONS  
ANY ADDITION TO THE DWELLING UNIT MUST BE OF LIKE MATERIAL, COLOR AND CRAFTSMANSHIP AS THE DWELLING ORIGINALLY CONSTRUCTED.  
L. SOLAR UNITS  
NO SOLAR UNITS FOR HEATING OR COOLING OR OTHER PURPOSE SHALL BE ERRECTED, CONSTRUCTED, INSTALLED OR MAINTAINED ON ANY LOT IF IT IS VISIBLE FROM THE FRONT OF THE LOT OR FROM THE SIDE OF THE INTERSECTING STREET IF IT IS ON A CORNER LOT. A SOLAR UNIT MAY BE ERRECTED, CONSTRUCTED, INSTALLED OR MAINTAINED ON A REAR OF THE HOUSE IF IT CONSISTS OF FLAT PLATE COLLECTORS LYING FLUSH WITH THE ROOF SURFACE AND PROTRUDING THEREFROM NO MORE THAN SIX INCHES (6") OR THE SOLAR UNIT IS BOXED IN BY A SOLID WALL COVERED WITH SHINGLES TO MATCH THE COLOR AND TEXTURE OF THE EXISTING ROOF.

M. DESTRUCTION OF DWELLING  
IN THE EVENT THAT A STRUCTURE IS DESTROYED, WHOLLY OR PARTIALLY BY FIRE OR OTHER CASUALTY, SAID STRUCTURE SHALL BE PROPERLY REBUILT, REPAIRED OR REPLACED TO CONFORM TO THIS DECLARATION, OR ALL REMAINING STRUCTURES, INCLUDING THE DEBRIS AND FOUNDATIONS SHALL BE REMOVED FROM THE LOT. AT THE TIME CONSTRUCTION COMMENCES, OWNER AGREES TO PLACE A CONTAINED OR ENCLOSURE ON THE LOT FOR DISCARDED BUILDING MATERIALS WHICH ARE EASILY DISPLACED BY WIND. OWNER FURTHER AGREES THAT HE WILL REMOVE ALL DISCARDED BUILDING MATERIAL, TRASH, DEBRIS, ETC., FROM THE LOT WEEKLY, DURING CONSTRUCTION.  
N. ADDITIONAL OR AMENDED RESTRICTIONS  
THE DEVELOPER MAY INCLUDE RESTRICTIONS, OTHER THAN THOSE SET OUT HEREIN, IN ANY CONTRACT OR DEED TO ANY LOTS WITHOUT OTHERWISE MODIFYING THE GENERAL PLAN AS NOW SET FORTH, AND SUCH OTHER RESTRICTIONS SHALL INURE TO THE BENEFIT OF AND BIND THE RESPECTIVE PARTIES IN THE SAME MANNER AS THOUGH THEY HAD BEEN EXPRESSED HEREIN.

O. DEEDS  
THE RESTRICTIONS HEREIN SET OUT SHALL BE REFERRED TO, ADOPTED AND MADE A PART OF EACH AND EVERY CONTRACT AND DEED EXECUTED BY AND ON BEHALF OF THE DEVELOPERS AND SUBSEQUENT LOT OWNERS OF SAID PROPERTY AND ANY OTHER PARTY THEREOF, AND EACH SUCH CONTRACT AND/OR DEED SHALL BE CONCLUSIVELY HELD TO HAVE BEEN SO EXECUTED, DELIVERED AND ACCEPTED UPON THE EXPRESS CONDITIONS HEREIN STATED.  
P. DURATION  
THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL THE YEAR 2015 A.D., AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS REVOKED AS HEREINAFTER PROVIDED.

SECTION III. PUD DEVELOPMENT STANDARDS  
THE INTENDED USE IS FOR SINGLE FAMILY DETACHED WHICH SHALL BE GOVERNED BY THE USE AND DEVELOPMENT REGULATIONS OF THE R-3S DISTRICT EXCEPT AS HEREINAFTER MODIFIED:

TOTAL TRACT AREA	±27 ACRES
MAXIMUM NUMBER OF DWELLING UNITS	104 DU'S
MINIMUM LOT FRONTAGE	55 FEET
MINIMUM LOT SIZE (SF)	6,000 SQUARE FEET
MINIMUM CORNER LOT SIDE YARD ABUTTING PUBLIC STREET SHALL BE ALLOWED AT	15 FEET*
MINIMUM REAR YARD	20 FT.
ACCESS LIMITATIONS	NO LOTS SHALL HAVE DIRECT ACCESS TO E. DEARBORN ST. OR N. 37TH ST.

\* NO GARAGE OPENINGS SHALL BE ALLOWED ON CORNER LOTS WITH 15' BUILDING LINE SETBACKS.  
A. DEVELOPMENT STANDARDS OPEN SPACE - RESERVE AREAS "A, B, C, D, E, F & G"

THE OPEN AREA DESIGNATED AS RESERVE AREA "A" SHALL BE USED AS THE PRIMARY DETENTION FACILITY FOR THE DEVELOPMENT. RESERVE AREA "B" IS A FIFTEEN FOOT (15') WIDE DRAINAGE EASEMENT. RESERVE AREA "C" IS A TWENTY FOOT (20') WIDE DRAINAGE EASEMENT AND A RESERVED AREA FOR PEDESTRIAN ACCESS TO LIBERTY ELEMENTARY SCHOOL FROM THE DEVELOPMENT. DESIGN AND CONSTRUCTION OF ALL RESERVE AREAS "A, B, C, D, E, F AND G", SHALL BE THE RESPONSIBILITY OF THE OWNER AND MAINTENANCE SHALL BE TURNED OVER TO THE HOMEOWNERS ASSOCIATION WHEN COMPLETED AND ACCEPTED.

B. STREET DESIGN  
ALL INTERIOR STREETS SHALL BE DESIGNED AS RESIDENTIAL MINOR AND SHALL BE DESIGNED IN ACCORDANCE WITH THE CITY OF BROKEN ARROW DESIGN STANDARDS.

C. LANDSCAPING/FENCE/UTILITY EASEMENT, FENCING AND SCREENING

A LANDSCAPE/FENCE/UTILITY EASEMENT RESERVE OF AT LEAST 15 FEET IN WIDTH SHALL BE PROVIDED ALONG BOTH E. DEARBORN ST. AND N. 37TH ST. IN RESERVE AREAS "D, E, F & G" PER PUD 150. ALL OPEN SPACE RESERVE AREAS A, B, C, D, E, F AND G SHALL BE OWNED AND MAINTAINED BY THE TURNBERRY PLACE HOMEOWNERS ASSOCIATION. ANY LANDSCAPE MATERIAL THAT FAILS SHALL BE REPLACED IN ACCORDANCE WITH THE CRITERIA CONTAINED IN ARTICLE VIII, SECTION 19.7E OF THE ZONING ORDINANCE. LANDSCAPING WILL BE PROVIDED ALONG E. DEARBORN ST. AND N. 37TH ST. IN ACCORDANCE WITH THE BROKEN ARROW ZONING ORDINANCE. THE SIDE OR REAR YARDS OF RESIDENTIAL USES ADJACENT TO E. DEARBORN ST. AND N. 37TH ST. SHALL HAVE AN ARCHITECTURALLY ATTRACTIVE OPAQUE FENCE OF AT LEAST 6 FEET IN HEIGHT. ALL REQUIRED FENCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ARTICLE VIII, SECTION 11.2D OF THE ZONING ORDINANCE, WITH ALL POLES AND BRACING LOCATED ON THE INTERIOR SIDE OF THE FENCE. FENCING ALONG THE ARTERIAL STREETS SHALL BE INSTALLED BY THE DEVELOPER. MAINTENANCE AND OWNERSHIP OF THE FENCE ALONG THE ARTERIAL STREETS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.

D. SIDEWALKS  
SIDEWALKS SHALL BE INSTALLED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS. SIDEWALKS WILL BE CONSTRUCTED BY THE DEVELOPER IN ALL RESERVE AREAS THAT ARE ADJACENT TO A STREET. IN ADDITION, THE DEVELOPER SHALL INSTALL A SIDEWALK IN THE RESERVE AREA CONNECTION TO THE SCHOOL.

### SECTION IV. PROPERTY OWNERS ASSOCIATION

A. FORMATION OF OWNER'S ASSOCIATION  
THE DEVELOPERS HAVE FORMED OR SHALL CAUSE TO BE FORMED THE TURNBERRY PROPERTY OWNER'S ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS THE ASSOCIATION), A NON-PROFIT ENTITY ESTABLISHED PURSUANT TO THE GENERAL CORPORATION ACT OF THE STATE OF OKLAHOMA AND FORMED ONLY FOR THE PURPOSES OF MAINTAINING THE RESERVE & COMMON AREAS.

B. MEMBERSHIP  
EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE ASSOCIATION, AND MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNER SHIP 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.

C. COVENANT FOR ASSESSMENTS  
THE OWNERS AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED IS DEEMED TO COVENANT AND AGREE TO PAY TO THE ASSOCIATION AN ANNUAL ASSESSMENT AS ESTABLISHED BY THE BOARD OF DIRECTORS, NOT TO EXCEED \$150.00 PER YEAR, PER LOT OWNED; PROVIDED HOWEVER, THE BOARD OF DIRECTORS MAY INCREASE EACH YEAR SUBSEQUENT TO THE INITIAL ASSESSMENT YEAR, THE MAXIMUM ASSESSMENT BY THE PERCENTAGE INCREASE, IF ANY, OF THE CONSUMER PRICE INDEX OCCURRING OVER THE 12 MONTHS ENDING 60 DAYS PRIOR TO THE CURRENT ASSESSMENT PERIOD, OR SIX, WHICHEVER IS GREATER. "CONSUMER PRICE INDEX" SHALL MEAN THE INDEX PUBLISHED BY THE U.S. DEPARTMENT OF LABOR FOR THE AREA INCLUDING TULSA, OKLAHOMA. ANNUAL ASSESSMENTS EXCEEDING THE AMOUNT ABOVE SET FORTH SHALL REQUIRE THE ASSENT OF 75% OF THE LOT OWNERS WITHIN THE SUBDIVISION. ANNUAL ASSESSMENTS TOGETHER WITHIN 10% INTEREST, COSTS AND REASONABLE ATTORNEYS' FEES, SHALL BE A CONTINUING LIEN ON THE LOT AND THE PERSONAL OBLIGATION OF THE OWNERSHIP OF THE LOT AT THE TIME OF THE ASSESSMENT. THE LIEN OF THE ASSESSMENTS PROVIDED FOR HEREIN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. CERTAIN 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 WITHIN THIS DOCUMENT CONTAINED, AND SHALL HAVE THE RIGHT TO ENFORCE SAID COVENANTS AND AGREEMENTS.

E. ADDITIONAL AREAS  
THE OWNER MAY ACQUIRE ADDITIONAL PROPERTY ADJACENT TO TURNBERRY PLACE. CONSEQUENTLY, HE, HIS SUCCESSORS AND ASSIGNS RESERVE THE RIGHT TO DEVELOP AND ADD ADDITIONAL LAND IN THIS AREA TO THIS DEVELOPMENT AND THE PROPERTY OWNERS ASSOCIATION. THE LOT OWNERS OF THE COMBINED AREAS SHALL BE CONSIDERED AS ONE ENTITY FOR THE MUTUAL ENJOYMENT AND RESPONSIBILITIES OF THE TOTAL AREA.

### SECTION V. 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 DEVELOPERS, OR THEIR SUCCESSORS AND ASSIGNS, AND ALL PARTIES CLAIMING UNDER THEM WITHIN THE PROVISIONS OF SECTION I ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS 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 WITHIN SECTION II SHALL INURE TO THE BENEFIT OF OWNERS OF RESIDENTIAL LOTS WITHIN THE SUBDIVISION, AND THE PROPERTY OWNERS ASSOCIATION PROVIDED FOR IN SECTION II. IF THE DEVELOPER OR OWNERS OF LOTS WITHIN TURNBERRY PLACE, OR THEIR SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE SUBDIVISIONS OR THE PROPERTY OWNERS ASSOCIATION TO MAINTAIN ANY ACTION IN 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 COVENANTS OR TO RECOVER DAMAGES FOR SUCH VIOLATIONS.

B. AMENDMENT OR TERMINATION  
THE COVENANTS CONTAINED WITHIN SECTION I MAY BE AMENDED, MODIFIED, CHANGED, OR CANCELLED ONLY BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THEN 75% OF THE LOTS WITHIN THE SUBDIVISION, APPROVED BY THE CITY OF BROKEN ARROW, AND THE PROVISIONS OF SUCH INSTRUMENT SHALL BE BINDING FROM AND AFTER THE DATE IT IS PROPERLY RECORDED. THE COVENANTS OF SECTION II HEREIN ESTABLISHED MAY BE AMENDED, MODIFIED, CHANGED, OR CANCELLED ONLY BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THEN 75% OF THE RESIDENTIAL LOTS WITHIN THE SUBDIVISION, AND THE PROVISIONS OF SUCH INSTRUMENT SHALL BE BINDING FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

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, HARRIS-KEANE, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS 7th DAY OF Sept. 2005.

HARRIS-KEANE, L.L.C.,  
MANAGING MEMBER OF HARRIS-KEANE, L.L.C.  
*Steve Harris*  
BY: *Steve Harris*  
STEVE HARRIS, MANAGING MEMBER

STATE OF OKLAHOMA )  
) S.S.  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR THE SAID COUNTY AND STATE, ON THIS 7th DAY OF Sept. 2005, PERSONALLY APPEARED MARY KEANE, KNOWN AS THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF HARRIS-KEANE, L.L.C., THEREOF TO THE FOREGOING INSTRUMENT AS A MEMBER AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME AS HER FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

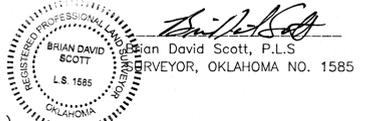
GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST WRITTEN ABOVE.  
*M. Gosh*  
NOTARY PUBLIC



### CERTIFICATE OF SURVEY

I, BRIAN DAVID SCOTT, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE AT THE INSTANCE OF THE OWNER DESIGNATED ABOVE, CAUSED THE DESCRIBED SURVEY PERFORMED UNDER MY SUPERVISION, AND THAT THE ACCOMPANYING PLAT ISA A TRUE AND ACCURATE REPRESENTATION OF SAID SURVEY.

EXECUTED THIS 7th DAY OF Sept., 2005.



STATE OF OKLAHOMA )  
) S.S.  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, ON THIS 7th DAY OF Sept. 2005, PERSONALLY APPEARED BRIAN DAVID SCOTT, TO BE KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH,

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

*M. Gosh*  
NOTARY PUBLIC



APPROVED 9-6-05 by the City Council of the City of Broken Arrow Oklahoma.  
*Richard Carter*  
Mayor  
*John P. Robinson*  
Attest: City Clerk

9-9-05  
CERTIFICATE OF APPROVAL  
I hereby certify that this plat was reviewed by the following:  
ODEQ  
*Carolyn H Kusler*  
County Clerk



Certified True Copy  
CAROLYN KUSLER, COUNTY CLERK  
Wagoner County, Okla.  
By *Sharon K. Shuman*  
DEPUTY

Case No. PT04-119  
Dev. # 04-150  
**TURNBERRY PLACE**  
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