

**DEED OF DEDICATION  
AND  
RESTRICTIVE COVENANTS  
THE VILLAS AT TURNBERRY**

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Lori Hendricks, Wagoner County Clerk  
Wagoner County - State of Oklahoma



**PLC 5 - 451B**

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:

TRACT "A" DESCRIPTION ( LOT 1, BLOCK 1 & LOT 10, BLOCK 2 )

A PART OF LOT 1 OF BLOCK 1 OF TURNBERRY COMMERCIAL, AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA ACCORDING TO PLAT PLC5-4068 FILED IN THE RECORDS OF THE WAGONER COUNTY CLERK. SAID PART OF LOT 1 OF BLOCK 1 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWEST CORNER OF SAID OF LOT 1 OF BLOCK 1 OF TURNBERRY COMMERCIAL THENCE S 00°01'32" E ALONG THE WESTERLY LINE THEREOF FOR A DISTANCE OF 200.00 FEET; THENCE S 89°53'47" E AND PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 1 OF BLOCK 1 FOR A DISTANCE OF 321.91 FEET; THENCE S 00°01'32" E AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 1 OF BLOCK 1 FOR A DISTANCE OF 59.80 FEET; THENCE N 89°53'47" E AND PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 1 OF BLOCK 1 FOR A DISTANCE OF 171.97 FEET; THENCE S 00°01'32" E AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 1 OF BLOCK 1 FOR A DISTANCE OF 224.04 FEET TO A CORNER OF SAID LOT 1 OF BLOCK 1 COMMON WITH THE NORTHWEST CORNER OF LOT 2 OF BLOCK 1 OF SAID TURNBERRY COMMERCIAL; THENCE N 89°58'42" E ALONG THE NORTHERLY LINE OF SAID LOT 2 OF BLOCK 1 COMMON WITH THE EASTMOST SOUTHERLY LINE OF SAID LOT 1 OF BLOCK 1 FOR A DISTANCE OF 200.00 FEET TO THE NORTHEAST CORNER OF LOT 2 OF BLOCK 1 AND THE NORTHMOST SOUTHEAST CORNER OF LOT 1 OF BLOCK 1 OF SAID TURNBERRY COMMERCIAL, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 37TH STREET (SOUTH 209TH EAST AVENUE); THENCE ALONG SAID EASTERLY LOT LINE AND WESTERLY RIGHT-OF-WAY LINE FOR THE NEXT THREE COURSES AS FOLLOWS; THENCE N 00°01'32" W FOR A DISTANCE OF 44.21 FEET; THENCE N 30°01'32" W FOR A DISTANCE OF 20.00 FEET; THENCE N 00°01'32" W FOR A DISTANCE OF 387.58 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 OF BLOCK 1 AND A CORNER OF THE STREET RIGHT-OF-WAY; THENCE N 45°03'53" W ALONG THE BOUNDARY OF SAID LOT 1 OF BLOCK 1 AND THE STREET RIGHT-OF-WAY COMMON THERETO FOR A DISTANCE OF 35.33 FEET TO THE NORTHMOST NORTHEAST CORNER OF SAID LOT 1 OF BLOCK 1 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST DEARBORN STREET (EAST 41ST STREET SOUTH); THENCE ALONG SAID NORTHERLY LOT LINE AND SOUTHERLY RIGHT-OF-WAY LINE FOR THE NEXT THREE COURSES AS FOLLOWS; THENCE S 89°53'47" W FOR A DISTANCE OF 387.58 FEET; THENCE N 60°06'13" W FOR A DISTANCE OF 20.00 FEET; THENCE S 89°53'47" W FOR A DISTANCE OF 253.96 FEET TO THE POINT OF BEGINNING, THE BASIS OF BEARINGS FOR THE DESCRIBED TRACT IS THE RECORD BEARING OF S 89°53'47" W ALONG THE NORTHERLY LINE OF LOT 1 OF TURNBERRY COMMERCIAL, AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA FILED AS PLAT PLC5-4068 IN THE RECORDS OF THE WAGONER COUNTY CLERK.

SAID TRACT CONTAINS 197,016.93 SQUARE FEET OR 4.523 ACRES MORE OR LESS.

TRACT "B" DESCRIPTION (LOTS 2-14, BLOCK 1 & LOTS 1-9, BLOCK 2)

A PART OF LOT 1 OF BLOCK 1 OF TURNBERRY COMMERCIAL, AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA ACCORDING TO PLAT PLC5-4068 FILED IN THE RECORDS OF THE WAGONER COUNTY CLERK. SAID PART OF LOT 1 OF BLOCK 1 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF SAID OF LOT 1 OF BLOCK 1 OF TURNBERRY COMMERCIAL THENCE S 00°01'32" E ALONG THE WESTERLY LINE THEREOF FOR A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 00°01'32" E ALONG SAID WESTERLY LINE FOR A DISTANCE OF 483.13 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 OF BLOCK 1, THENCE N 89°58'42" E ALONG THE SOUTHERLY LINE THEREOF FOR A DISTANCE OF 493.88 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF BLOCK 1 OF SAID TURNBERRY COMMERCIAL; THENCE N 00°01'32" W ALONG THE WESTERLY LINE OF SAID LOT 2 OF BLOCK 1 AND THE PROLONGATION THEREOF FOR A DISTANCE OF 424.04 FEET; THENCE S 89°53'47" W AND PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 1 OF BLOCK 1 FOR A DISTANCE OF 171.97 FEET; THENCE N 00°01'32" W AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 1 OF BLOCK 1 FOR A DISTANCE OF 59.80 FEET; THENCE S 89°53'47" W AND PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 1 OF BLOCK 1 FOR A DISTANCE OF 321.91 FEET TO THE POINT OF BEGINNING, THE BASIS OF BEARINGS FOR THE DESCRIBED TRACT IS THE RECORD BEARING OF S 89°53'47" W ALONG THE NORTHERLY LINE OF LOT 1 OF TURNBERRY COMMERCIAL, AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA FILED AS PLAT PLC5-4068 IN THE RECORDS OF THE WAGONER COUNTY CLERK.

SAID TRACT CONTAINS 228,500.68 SQUARE FEET OR 5.246 ACRES MORE OR LESS.

THE BASIS OF BEARINGS FOR THE ABOVE DESCRIBED TRACT OF LAND IS THE RECORD BEARING OF S 00°01'32" E ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER (NE¼) OF SECTION 30, T-18-N, R-15-E OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), WAGONER COUNTY, OKLAHOMA AS RECORDED ON THE PLAT OF THE VILLAS AT TURNBERRY ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA AND RECORDED AS PLC5 4068 IN THE RECORDS OF THE WAGONER COUNTY CLERK.

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 PURPOSES 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 PARAMETER 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 AGENT 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.
2. NO ACCESS IS ALLOWED TO LOTS IN WHICH THE BUILDING SETBACK LINE IS LESS THAN 25 FEET.

**SECTION II.  
RESTRICTIONS**

**A. USE OF LAND/DEVELOPMENT STANDARDS**

1. LOT 1 BLOCK 1 AND LOT 1 BLOCK 2 SHALL BE KNOWN AND DESCRIBED AS COMMERCIAL LOTS AND SHALL COMPLY WITH CG STANDARDS.
2. ALL OTHER LOTS IN THE VILLAS AT TURNBERRY SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE USED FOR SINGLE-FAMILY RESIDENTIAL PURPOSES, AND SHALL COMPLY WITH THE DEVELOPMENT STANDARDS OF RESIDENTIAL ZONING DISTRICT RS-4.
3. THE NUMBER OF DWELLINGS WITHIN THE ADDITION SHALL NOT EXCEED 22.
4. 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 SET-BACK LINES 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 DWELLING STRUCTURES SHALL BE:  
FRONT YARD: 20 FEET OR AS SHOWN ON THE PLAT  
SIDE YARD: 5 FEET OR AS SHOWN ON THE PLAT  
OTHER SIDE YARD: 5 FEET  
BACK YARD: 20 FEET
5. DETACHED OUTBUILDINGS SHALL NOT BE PERMITTED.

**B. ARCHITECTURAL COMMITTEE - PLAN REVIEW**

1. THERE IS HEREBY ESTABLISHED AN ARCHITECTURAL COMMITTEE CONSISTING OF THREE MEMBERS TO BE APPOINTED BY THE DEVELOPER. INITIALLY THE MEMBERS OF THE ARCHITECTURAL COMMITTEE SHALL BE DARRELL JENKINS AND CRAIG BOOS (THE "ARCHITECTURAL COMMITTEE"). THE DEVELOPER MAY NAME SUBSTITUTE OR REPLACEMENT MEMBERS OF THE ARCHITECTURAL COMMITTEE BY FILING NOTICE THEREOF IN THE LAND RECORDS OF THE COUNTY CLERK OF WAGONER COUNTY, OKLAHOMA. NO BUILDING, FENCE, WALL, DRIVEWAY OR MAILBOX SHALL BE ERRECTED, PLACED OR ALTERED ON ANY LOT IN THE SUBDIVISION UNTIL THE PLANS AND SPECIFICATIONS THEREOF HAVE BEEN APPROVED IN WRITING BY ANY ONE OF THE MEMBERS OF THE ARCHITECTURAL COMMITTEE. FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE TO THE ARCHITECTURAL COMMITTEE. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN FOURTEEN (14) DAYS AFTER SUCH SUBMISSION, THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. PLANS PREVIOUSLY APPROVED, FOR ANOTHER LOT, MAY BE CONSTRUCTED WITHOUT FURTHER APPROVALS.
2. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION, AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HERINAFTER AUTHORIZED, THE ARCHITECTURAL COMMITTEE MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERRECTED, AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE ANY BUILDING PLANS OR OTHER SUBMITTALS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL COMMITTEE IS HERINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.

3. THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL BE DEEMED TRANSFERRED TO THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION IV ON THE 1ST DAY OF JANUARY 1, 2024, OR UPON WRITTEN ASSIGNMENT TO THE HOMEOWNERS' ASSOCIATION BY THE ARCHITECTURAL COMMITTEE, WHICHEVER EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION OR ANY COMMITTEE APPOINTED BY SUCH BOARD.

**C. FLOOR AREA OF DWELLINGS**

1. LIVING AREA. ALL SINGLE-STORY DWELLINGS SHALL HAVE AT LEAST 1,400 SQUARE FEET OF FINISHED HEATED LIVING AREA. ONE AND ONE-HALF OR TWO-STORY DWELLINGS SHALL HAVE AT LEAST 900 SQUARE FEET OF FINISHED HEATED LIVING AREA ON THE FIRST FLOOR WITH A TOTAL OF AT LEAST 1500 S.F.
2. COMPUTATION OF LIVING AREA. THE COMPUTATION OF LIVING AREA SHALL NOT INCLUDE ANY BASEMENT OR ATTIC AREA USED FOR STORAGE. ALL LIVING AREA MEASUREMENTS SHALL BE TAKEN HORIZONTALLY AT THE TOP PLATE LEVEL TO THE FACE OF THE OUTSIDE WALL. REQUIRED LIVING AREA MUST AVERAGE AT LEAST 7 FEET 6 INCHES IN HEIGHT, EXCEPT THAT IN THE COMPUTATION OF SECOND OR UPPER STORY LIVING AREA, AND ANY AREA OF LESS THAN 5 FEET IN HEIGHT SHALL BE EXCLUDED.

**D. ROOF PITCH AND HEIGHT**

THE ROOF OF THE DWELLING SHALL HAVE A PITCH OF AT LEAST 6/12 OVER 85 PERCENT OF THE TOTAL ROOF AREA, AND NONE OF THE ROOF AREA SHALL HAVE A PITCH OF LESS THAN 3/12. NO DWELLINGS SHALL EXCEED TWO STORIES IN HEIGHT. E. GARAGE EACH DWELLING SHALL HAVE AN ATTACHED GARAGE SUITABLE FOR ACCOMMODATING AT LEAST

TWO STANDARD SIZE AUTOMOBILES. CARPORTS ARE PROHIBITED.

**F. BUILDING MATERIAL REQUIREMENTS, 1ST FLOOR**

1. EXTERIOR WALLS. ALL DWELLINGS SHALL HAVE 100 PERCENT (100%) OF THE EXTERIOR WALLS (UP TO THE TOP PLATE) THEREOF COMPRISED OF BRICK; PROVIDED, HOWEVER, THAT THE AREA OF ALL WINDOWS, THE AREA ABOVE AND OVER ALL WINDOWS, COVERED PORCHES AND DOORS LOCATED IN EXTERIOR WALLS SHALL BE EXCLUDED IN THE DETERMINATION OF THE AREA OF SAID EXTERIOR WALLS.
2. FOUNDATION OR STEM WALLS. NO CONCRETE BLOCKS, POURED CONCRETE, OR ANY OTHER FOUNDATION OR STEM WALL SHALL BE EXPOSED UNLESS CONSTRUCTED OF BRICK OR STONE.
3. ROOFING. THE ROOF OF THE DWELLING ERRECTED ON ANY LOT SHALL BE SELF SEALING COMPOSITION SHINGLE. ALL ROOFS SHALL HAVE A CONSISTENT COLOR OF WEATHERED WOOD ROOFING AS PRESCRIBED BY THE ARCHITECTURAL COMMITTEE. HERITAGE II
4. ROOFTOP PROTRUSIONS. SHEET METAL VENTS, FLUE LINER TERMINALS, CHIMNEY CAPS, METAL ROOF FLASHING, AND OTHER ROOFTOP PROTRUSIONS SHALL BE PAINTED TO CONFORM WITH ROOF COLOR.
5. WINDOWS. THE FRAMES OF ALUMINUM WINDOWS SHALL BE FINISHED.
6. COMMERCIAL STRUCTURES

NO BUILDING OR STRUCTURE SHALL BE PLACED, ERRECTED OR USED IN WHOLE OR IN PART FOR ANY BUSINESS, PROFESSIONAL, TRADE OR COMMERCIAL PURPOSE ON ANY PORTION OF ANY LOT IN THIS SUBDIVISION.

**H. LIVESTOCK AND POULTRY PROHIBITED**

NO ANIMALS, LIVESTOCK, POULTRY OR BEES OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT OR PART THEREOF, EXCEPT THAT DOGS, CATS, OR OTHER HOUSEHOLD PETS MAY BE KEPT, PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR COMMERCIAL PURPOSES. THE NUMBER OF PETS SHALL BE LIMITED TO THREE.

**I. NOXIOUS ACTIVITY**

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANY TRASH OR OTHER REFUSE BE THROWN, PLACED OR DUMPED UPON ANY VACANT LOT, NOR SHALL ANYTHING BE DONE WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

**J. SIGNS PROHIBITED**

THE CONSTRUCTION OR MAINTENANCE OF ADVERTISING SIGNS OR OTHER ADVERTISING STRUCTURES ON ANY LOT IS PROHIBITED, PROVIDED THAT SIGNS ADVERTISING THE SALE OR RENTAL OF A PROPERTY ARE PERMITTED IF THEY DO NOT EXCEED 9 SQUARE FEET IN DISPLAY SURFACE AREA. PERMANENT SIGNS IDENTIFYING THE ADDITION MAY BE ERRECTED AND LOCATED WITHIN THE FENCE AND LANDSCAPE EASEMENT AND RESERVE AREAS. ONLY ONE SIGN SHALL BE PERMITTED PER LOT. EXCEPTIONS MAY BE GIVEN FOR BUILDER'S MODEL HOMES.

**K. EXISTING BUILDINGS**

NO EXISTING ERRECTED BUILDING OR USED BUILDING MAY BE MOVED ONTO OR PLACED ON ANY LOT.

**L. TEMPORARY STRUCTURES**

NO TRAILER, TENT, GARAGE, BARN, OUTBUILDING, NOR ANY STRUCTURE OF A TEMPORARY NATURE SHALL BE USED FOR HUMAN HABITATION, TEMPORARILY OR PERMANENTLY. CONSTRUCTION TRAILERS ARE PERMITTED FOR BUILDERS HAVING THREE HOUSES OR MORE UNDER CONSTRUCTION.

**M. VEHICLE STORAGE AND PARKING**

NO VEHICLE SHALL BE PARKED OR STORED ON ANY FRONT OR SIDE YARD. NO INOPERATIVE VEHICLE SHALL BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE. NO MOTOR HOME, JET SKIS, WATERCRAFT, BOAT TRAILER, TRAVEL TRAILER OR SIMILAR RECREATIONAL VEHICLE SHALL BE LOCATED, PARKED, OR STORED ON ANY LOT FOR MORE THAN FORTY-EIGHT (48) HOURS WITHIN ANY SEVENTY-TWO (72) HOUR PERIOD EXCEPT IN A GARAGE OR SCREENED FROM VIEW IN THE REAR YARD. OWNERS' OR RESIDENTS' VEHICLES SHALL NOT BE PARKED IN ANY STREET.

**N. ANTENNAS**

NO EXTERIOR RADIO OR TELEVISION TOWER, AERIAL, ANTENNA, OR SATELLITE DISH OVER 18" IN DIAMETER SHALL BE LOCATED UPON ANY LOT. SATELLITE DISH 18" IN DIAMETER ARE PERMITTED, BUT MUST BE MOUNTED ON THE HOUSE OR GROUND MOUNTED BUT MAY NOT BE MOUNTED ON THE FRONT OF THE HOUSE OR ROOF.

**O. INTERIOR FENCES OR WALLS**

1. NO FENCE OR WALL SHALL EXCEED 6 FEET IN HEIGHT (UNLESS APPROVED BY THE ARCHITECTURAL COMMITTEE) NOR BE ERRECTED OR MAINTAINED NEARER TO THE INTERIOR STREETS OF THE ADDITION THAN THE BUILDING SETBACK LINES DEPICTED ON THE PLAT.
2. FENCES SHALL BE OF WOOD (UNLESS APPROVED BY THE ARCHITECTURAL COMMITTEE).
3. FENCES ON CORNER LOTS MAY NOT BE CONSTRUCTED CLOSER THAN 10 FEET TO THE PROPERTY LINE.

**P. MAILBOXES**

MAILBOX DESIGN SHALL BE DETERMINED BY THE ARCHITECTURAL COMMITTEE.

**Q. DRIVEWAYS**

ALL DRIVEWAYS INTO A LOT FROM ANY STREET SHALL BE CONSTRUCTED OF CONCRETE AND SHALL NOT BE LESS THAN FOURTEEN (14) FEET IN WIDTH.

**R. LANDSCAPING**

THE FRONT YARD OF EACH LOT MUST BE FULLY SODDED WITHIN 30 DAYS OF COMPLETION OF THE CONSTRUCTION OF ANY DWELLING.

**S. RESERVE AREA**

1. RESERVE AREA "A" SHALL BE COMMON AREA FOR OPEN SPACE, OVERLAND DRAINAGE, AND PUBLIC UTILITIES. RESERVE AREA "A" SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
2. RESERVE AREA "A" SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION TO BE FORMED PURSUANT TO SECTION IV (HEREINAFTER THE "HOMEOWNER'S ASSOCIATION"). MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED OVERLAND DRAINAGE AREA. MAINTENANCE SHALL BE AT THE COST OF THE HOMEOWNER'S ASSOCIATION AND SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS.