

Tulsa County Clerk - Michael Willis

Doc # 2019111039 Page(s): 8 Recorded 12/02/2019 02:24:53 PM

Receipt # 19-66740 Fees: \$32.00



**DO NOT REMOVE THIS PAGE**

**THIS IS PART OF YOUR RECORDED DOCUMENT**

---

**THIS PAGE HAS BEEN ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION.**

---

# COVENANTS of Turtle Creek

No. 51580  
PLAT #3659  
Dated: October 7th, 1976  
Filed: October 20th, 2976 at 2:16 P.M.  
In the office of the County  
Clerk within and for Tulsa  
County, State of Oklahoma

TURTLE CREEK DEVELOPMENT  
CORPORATION, an Oklahoma  
corporation

-to-

THE PUBLIC

### TURTLE CREEK

An Addition to the City of Broken Arrow, Tulsa, County, Oklahoma. A SUBDIVISION OF THE SE/4 OF THE NE/4 OF THE NE/4 AND THE W/2 OF THE NE/4 OF THE NE/4 AND THE SE/4 OF THE NE/4 OF Section 16, Township 18 North, Range 14 East of the Indian Base and Meridian in the City of Broken Arrow, County of Tulsa, State of Oklahoma.

OWNER'S CERTIFICATE OF DEDICATION  
BILL OF ASSURANCE/EASEMENT GRANT

KNOW ALL MEN BY THESE PRESENTS:

THAT TURTLE CREEK DEVELOPMENT CORPORATION, an Oklahoma corporation, being the sole owner of the following described real property situated in Tulsa County, State of Oklahoma, to-wit:

All of the Southeast Quarter (SE/4) Northeast Quarter (NE/4) Northeast Quarter (NE/4) and all of the West Half (W/2) Northeast Quarter (NE/4) Northeast Quarter (NE/4) and all of the Southeast Quarter (SE/4) Northeast Quarter (NE/4) of Section 16, Township 18 North, Range 14 East of the Indian Base and Meridian, in the City of Broken Arrow, Tulsa County, State of Oklahoma, containing 69.72 acres, more or less.

hereby certifies that it has caused the same to be surveyed into blocks, lots, streets and avenues in conformity to the annexed plat which it hereby adopts as the plat of the above described land under the name "TURTLE CREEK", an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma.

The undersigned TURTLE CREEK DEVELOPMENT CORPORATION, an Oklahoma corporation, hereby dedicates for public use all the streets as shown on said plat and does hereby guarantee clear title to all of the land that is so dedicated and hereby relinquishes any and all right of vehicular ingress and egress from any property or properties lying adjacent to South 145th East Avenue and East 81st Street South within the bounds designated as "Limit of No Access" as shown on the attached plat, which "Limit of No Access" or any part or portion thereof may be modified, amended or revised with the approval of the City Engineer or the Planning Commission of the City of Broken Arrow, Oklahoma.

### Page 1 of 8

For the purpose of providing an orderly development of the above described real property and for the further purpose of providing adequate restrictive covenants for the mutual benefit of itself and its successors in title to all lots situated within said "TURTLE CREEK" addition, the undersigned, TURTLE CREEK DEVELOPMENT CORPORATION, an Oklahoma corporation, does hereby impose the following restrictions, protective covenants and reservations and does hereby create the following easements to which it shall be incumbent upon its successors in title to all of said lots and any interest therein to adhere, to-wit:

- A. **Use of Lots.** All lots in the Addition shall be know, described and used as residential lots. No Structure exceeding two stories in height shall be erected, altered, placed or permitted to remain on any lot within this addition. All residential dwellings must have a private garage, providing space for not less than two cars, such garage to be attached to the residence. No structure shall be erected, altered, placed or permitted to remain on any lot within this Addition other than one single family dwelling except as otherwise provided in paragraph B.
- B. **Additional Buildings.** No building or parts thereof, except open porches and terraces shall be constructed and maintained on any lot in the Addition nearer to the front or side

street lot lines than the building lines established on the recorded plat of said Addition. No building shall be erected or maintained nearer to the front or side street lines than the building set back lines shown on the attached plat nor nearer than five (5) feet to any interior lot line. All garages, servant quarters, etc., shall be attached to the residential dwelling, except detached tool sheds and hobby rooms may be used as long as they are consistent with city code requirements and shall be behind the fences.

- C. **Building Exteriors.** The exterior of all residential dwellings erected on any lot in this Addition shall be constructed of not less than fifty per cent (50%) brick, stone, or stucco. Exterior walls shall be so constructed that no concrete stem walls will be exposed to view.
- D. **Roofs.** Self-seal composition shingles will be permitted on roofs, as long as they are not less than 235#. No roof pitch shall be lower than 2 1/2-12 on any structure erected on any lot, unless architectural design of such structure designates an mansard roof.
- E. **Dwelling Square Footage.** No one story residential dwelling shall be erected on any lot in this Addition which has less than One Thousand Five Hundred (1,500) square feet in area, exclusive of garage, basement and open porches. No two story or one and one-half story residential dwelling shall be erected on any lot in this Addition which has less than One Thousand (1,000) square feet in area on the ground or main floor, exclusive of garage, basement and open porches, nor less than Seven Hundred (700) square feet in area on the second floor, exclusive of open porches or balconies.

Page 2 of 8

- F. **Restricted Activities.** No noxious or offensive trade or activity shall be carried on upon any lot in this Addition nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial use.
- G. **Residence Restrictions.** No trailer basement, tent shack, garage, barn or other outbuildings erected or placed in this Addition shall at any time be used as a residence, temporarily or permanently. No structure may be occupied temporarily or permanently as a dwelling on any lot in this Addition until construction of said structure has been fully completed.
- H. **Structure Restrictions.** No structure previously used or erected shall be moved onto any lot in this Addition.
- I. **Fences.** No fence whether ornamental or otherwise, shall be erected nearer to the front lot line than the 25-foot building line or nearer to the side street lot line than the side street building line, shown on the recorded plat, EXCEPT, that the undersigned TURTLE CREEK DEVELOPMENT CORPORATION, or its successor may erect a fence along all or any portion of the westerly and southerly boundaries of this Addition. Each property owner is responsible to maintain their perimeter fencing in good repair.
- J. **Automobiles, Boats and Trailers.** Except as expressly hereinafter provided, no lot or parcel shall be used as a parking, display or accommodation area for any type of motor vehicle, boat, trailer, camper or motor-driven cycle. The purpose of parking, display or accommodation area is to store or to perform any activity thereon such as, but not limited to maintenance, repair, rebuilding, dismantling, repainting, servicing of any kind, or storage, except as hereinafter provided. Such storage or activities may be performed within completely enclosed garages or other structures located on the lot which screen the sight and sound of the activities from the street and from adjoining property in such a manner so as to have the storage or activity out of the public view. The foregoing restriction shall not be deemed to prevent the washing or polishing of such motor or such motor vehicles, boats, trailers, campers, or motor-driven cycles, together with those

activities normally incident or necessary to such washing and polishing. No boat, trailer, camper, truck or commercial vehicles shall be parked at any time on or in front of any lot in an area visible from neighboring lots or any public street, except as such parking is necessary to make commercial deliveries. All such motor vehicles, boats, trailers, campers, or motor-driven cycles which are stored or parked on any lot or parcel and which are not stored or parked in completely enclosed garage or other structure may be stored or parked on a side lot area and screened from public view by a fence and located on a concrete surface; provided however, in no event shall such storage or parking be beyond the front building line of the said lot or parcel.

Page 3 of 8

K. **Sidewalks.** Sidewalks, four feet wide, shall be constructed along the street side of all lots.

L. **Utilities.** In connection with the installation of underground electric services, all lots in the Addition are subject to the following provisions, which are enforceable by Public Service Company, General Telephone Company, Oklahoma Natural Gas, Cox Cable and/or their successors, to-wit:

- (1) Overhead pole lines for the supply of electric, telephone, and cable service may be located along the North, South and East boundaries of this Addition. Street light poles and standards may be served by underground cable and elsewhere throughout said Addition. All supply lines shall be located underground, in the easement-ways reserved for general utility services 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.
- (2) Except to houses on lots described in paragraph (a) above, which may be served from overhead electric service lines, underground service cables to all houses which may be located on all lots in said Addition may be run from the nearest 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 to a particular house, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said Lot, covering a five-foot strip extending 2 1/2 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.
- (3) The supplier of electric, telephone, natural gas, or cable service through its proper agents and employees shall at all times have right of access to and upon all such easement-ways shown on said plat, or provided for in this Deed or Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground facilities so installed by it.
- (4) The owner of each lot shall be responsible for the protection of the underground electric, telephone, natural gas, or cable facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said facilities. The Company will be responsible for ordinary maintenance of underground electric, telephone, natural gas, and cable 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.

- (5) The foregoing covenants concerning underground electric, telephone, natural gas, and cable facilities shall be enforceable by the supplier of the service, and the owner of each lot agrees to be bound hereby.
- (6) No trees, hedges, shrubs or seedlings of any form shall be planted in the drainage easements except certain grasses normally used for lawn purposes. No obstructions shall be placed or permitted to remain in any of the designated drainage easements that would hinder or restrict the free and voluntary flow of stream water from its intended passageway.

Maintenance of this area shall be the responsibility of the Lot owner except that the City of Broken Arrow, their employees or agents, at their discretion, have the right to enter upon said easement for the purpose of improving and/or maintaining the same. There will be no compensation to the lot owners for such action.

Construction of fences within said easements will not be permitted.

- M. **Mandatory Membership.** All lot owners in this Addition shall be subject to mandatory membership in the Turtle Creek Homeowners Association, an Oklahoma corporation, and shall be bound by the Certificate of Incorporation and Bylaws of Turtle Creek Homeowners Association, including the payment of mandatory annual dues established by said Turtle Creek Homeowners Association. Turtle Creek Homeowners Association and/or any individual property owner may exercise any and all appropriate legal or equitable remedies against the real property of any person failing to pay the mandatory dues each year, and can maintain a suit in the District Court of Tulsa County for the purpose of collection of those mandatory dues. The prevailing party in any such lawsuit shall be entitled to their costs of action, including a reasonable attorney's fee.
- N. **Directors Duties.** The directors may take such action, as approved by a two-thirds vote, to enforce these restrictive covenants and maintain the overall Addition appearance.

The above described restrictions and protective covenants, and each of them, are to run with the land and shall be binding on all parties and all persons claiming under them until August 1, 2026, at which time said restrictions and protective covenants shall be automatically extended for successive period of ten(10) years each. PROVIDED, HOWEVER, after August 1, 2026, the then owners of a majority of all lots in the Addition may amend, modify or vacate said restrictions and protective covenants either in whole or in part, which amendment, modification or vacation shall be evidenced by a recordable instrument in writing signed by the then owners of a majority of all lots in this Addition and duly filed for record in the Office of the County Clerk of Tulsa County, Oklahoma.

If any present or future owner or occupant of any lot in this Addition or his, her, their or its heirs, legal and personal representatives, grantees, successors or assigns shall violate or attempt or threaten to violate any of the restrictions and protective covenants herein, it shall be lawful for any person or

Page 5 of 8

persons or legal entity owning any interest in any real property situated in this Addition to prosecute any proceedings at law or in equity against the person or persons or legal entity violating or attempting or threatening to violate any such restrictions or protective covenants and either prevent him, her, them or it from so doing or to secure damages or other dues for each and every such violation or both. Each successful party in the prosecution or defense of any such litigation shall be entitled to reasonable attorney's fees for the prosecution or defense of such litigation, said fees to be established and awarded by the court having jurisdiction over said litigation.

Invalidation of any one of the within and foregoing restrictions or protective covenants by final judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

The undersigned TURTLE CREEK DEVELOPMENT CORPORATION, an Oklahoma corporation, hereby dedicates to the public for use forever easements and rights-of-way as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, telephone lines, electric power lines and

transformers, gas lines and water lines, cable television, 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 together with similar rights in any and all of the streets shown on said plat. PROVIDED, HOWEVER, that the undersigned, TURTLE CREEK DEVELOPMENT, an Oklahoma corporation, hereby reserves unto itself or its successor, the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress for said construction, maintenance, operation, laying and relaying over, across and along all strips of land included within the easements shown therein, both for the purpose of furnishing water and/or sewer service to the area included in said plat and/or to any other areas.

The undersigned hereby certifies that:

- (1) He is duly elected and acting president of Turtle Creek Home Owners Association, Inc., a nonprofit corporation duly organized and existing under the laws of the State of Oklahoma.
- (2) The foregoing Covenants, comprising five (5) pages, constitute the Covenants of the Turtle Creek Home Owners Association, Inc., as modified by its members, and duly adopted at the meeting of the Board of Directors held on January 23, 2001.
- (3) Appendix A, containing information from the original filing of the Turtle Creek Covenants has, been appended to this document to indicate the original date of filing, proper payment of taxes, and approval of the Turtle Creek Development plat. By its inclusion in this document, it is deemed to retain the full force and validity as in the original filed document.

Page 6 of 8

IN WITNESS WHEREOF, the undersigned has hereto subscribed his name and affixed the seal of the Turtle Creek Home Owners Association, Inc., on the 4<sup>th</sup> day of April, 2001.

President

Secretary

**Appendix A**

This Certificate of Dedication, Bill of Assurance and Easement Grant shall be binding upon the undersigned, its successors and assigns, and upon all future owners of any interest in any lot within said Addition.

IN WITNESS THEREOF, the undersigned, TURTLE CREEK DEVELOPMENT CORPORATION, an Oklahoma corporation, has caused this Certificate of Dedication, Bill of Assurance and Easement Grant to be duly executed by its President and attested by its Secretary and its seal affixed hereto this 7th day of October 1976.

ATTEST:  
Sam F. Hollinger  
Secretary  
(CORPORATE SEAL)  
STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS

TURTLE CREEK DEVELOPMENT CORPORATION, an Oklahoma Corporation  
by Dale Fousel, President

Before me the undersigned, a Notary public, in and for said County and State, on this 7th day of October 1976, personally appeared Dale Fousel to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President 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 TURTLE CREEK DEVELOPMENT CORPORATION, an Oklahoma corporation, for the uses and purposes therein set forth.

We, K. N. COX & ASSOCIATES, ENGINEERS of Tulsa, Oklahoma hereby certify that we have, at the instance of the OWNER designated above, made the above described survey, and the accompanying plat is a true and correct representation of said survey.

Signed and sealed this 7th day of October 1976.

K. N. COX & ASSOCIATES, ENGINEERS  
By Jack C. Cox  
Registered Land Surveyor

SEAL  
STATE OF OKLAHOMA)  
COUNTY OF TULSA ) SS

Before me, the undersigned, a Notary Public in and for County and State, on this 7th day of October 1976 personally appeared JACK C. COX, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same of his free and voluntary act and deed and as the free and voluntary act and deed of K. N. Cox & Associates for the uses and purposes therein set forth.

My commission expires: 3-26-77 Donna Diane Zulpo  
(SEAL) Notary public

CERTIFICATE

As provided in Title 11, Chapter 13, Section 514 of the Oklahoma Statutes, I hereby certify that as to all real estate taxes involved in this plat, all such taxes have been paid as reflected by the current tax rolls and security as required by said Section 514, has been provided in the amount of \$177.50 per trust receipt no. 346 to be applied to 1976 taxes not as yet certified to me.

This certification is NOT to be construed as payment of 1976 taxes in full but is given in order that this plat may be filed of record. 1976 taxes could exceed the amount of the security deposit.

Dated Oct. 20, 1976

John F. Cantrell  
Tulsa County Treasurer  
By Donna Finch, Deputy

CERTIFICATE OF APPROVAL

I hereby certify that this Plat was approved by the Broken Arrow Planning Commission on 8-12-76.

Jim Whitlock,  
Secretary





