

947674

# VANDEVER GREEN

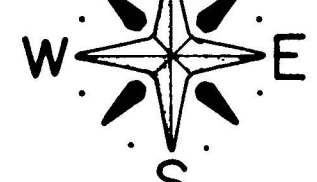
PLANNED UNIT DEVELOPMENT No. 10

AN ADDITION TO THE CITY OF BROKEN ARROW, OKLAHOMA  
LOCATED IN THE SE 1/4 OF SECTION 22, T-18-N, R-14-E TULSA COUNTY, OKLAHOMA

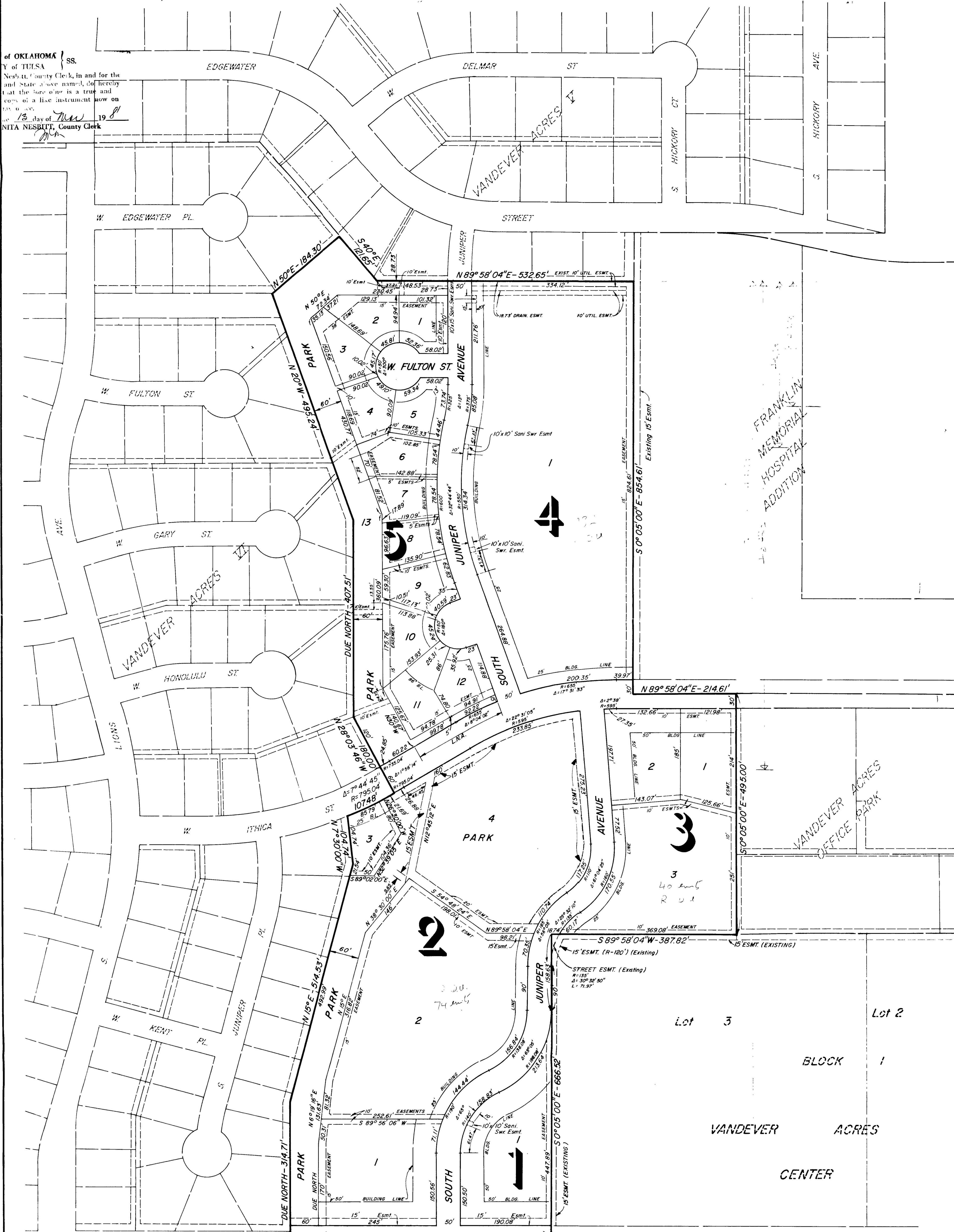
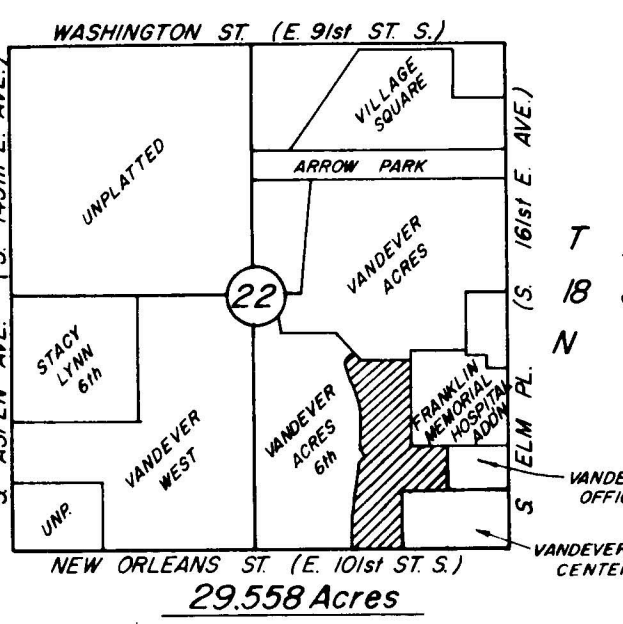
**OWNER:** SERVICE CORPORATION OF TULSA INC.  
3200 SOUTH ELM PLACE  
BROKEN ARROW, OKLAHOMA 74012  
PHONE 455-2606

**ENGINEER:** LANSFORD ENGINEERING COMPANY  
311 NORTH ASPEN  
BROKEN ARROW, OKLAHOMA  
PHONE: 251-1537

APPROVED 3-28-81 by the City Council of the City of Broken Arrow, Oklahoma.  
*John Head Jr.*  
Mayor  
Attest: *Dorothy Burlock*  
City Clerk



SCALE: 1"=100'



## VANDEVER GREEN CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:  
WHEREAS, SERVICE CORPORATION OF TULSA, INC., an Oklahoma corporation (hereinafter called the "OWNER"), is the record owner of the following described real property situated in the City of Broken Arrow, State of Oklahoma (hereinafter called the "ADDITION"), to-wit:  
All that part of the SE 1/4 of SECTION 22, T-18-N, R-14-E, Tulsa County, State of Oklahoma, more particularly described as follows: Beginning at a point on the South line of said SE 1/4, 1672.98 feet from the Southeast corner thereof, said point being the Southeast corner of "VANDEVER ACRES 6TH", an addition in Tulsa County, Oklahoma, according to the recorded amended plat thereof; Thence along the East line of said "VANDEVER ACRES 6TH" as follows: Due North 314.71 feet; Thence N 15°00'00" E, 514.53 feet; Thence N 15°00'00" W, 104.74 feet; Thence N 89°40'00" E, 0.00 feet; Thence on a curve to the left, having a radius of 795.04 feet, an arc distance of 107.48 feet; Thence N 20°03'46" W 180.00 feet; Thence Due North 407.51 feet; Thence N 20° W, 495.24 feet; Thence W 80° E, 194.30 feet to the Southeast corner of Lot 8, Block 1, Said "VANDEVER ACRES 6TH"; Thence along the Southern boundary of "VANDEVER ACRES 5TH", an addition in Tulsa County, Oklahoma, according to the recorded amended plat thereof; Thence S 89°58'04" E, 532.85 feet to a point in the West boundary of "FRANKLIN MEMORIAL HOSPITAL ADDITION", an addition in Tulsa County, Oklahoma, according to the recorded plat thereof; Thence S 0°05'00" E along said West boundary of said "FRANKLIN MEMORIAL HOSPITAL ADDITION", 214.41 feet to the Northwest corner of "VANDEVER ACRES OFFICE PARK", an addition in Tulsa County, Oklahoma, according to the recorded plat thereof; Thence S 0°05'00" E along the West boundary of said "VANDEVER ACRES OFFICE PARK", 485.00 feet to the Southwest corner thereof; Thence S 89°58'04" W, 387.82 feet; Thence S 89°58'04" E, 666.52 feet to a point in the South boundary of said SE 1/4, said point being 1127.82 feet West of the Southeast corner of said SE 1/4; Thence S 89°58'04" W along the said South boundary of said SE 1/4, 545.16 feet to the Point of Beginning containing 29.558 acres, more or less.

and has caused said real property to be surveyed, staked and platted into lots and streets in conformity with the plat herein and annexed hereto, and have caused the same to be named and designated "VANDEVER GREEN" an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, and hereby dedicates all streets shown upon said Plat to the public use, and establishes the following restrictive covenants and creates easements as hereinafter described, and

WHEREAS, the Addition was processed as Planned Unit Development No. 10 pursuant to the provisions of Article 6A, Planned Unit Development, of the Broken Arrow Zoning Ordinance No. 302, as amended by Ordinance No. 500, dated August 20, 1973, and which Planned Unit Development No. 10 was approved by the Broken Arrow Planning Commission on August 23, 1979 and by the City Council of Broken Arrow on September 4, 1979, and

WHEREAS, in order to provide for the orderly development of the Addition in accordance with Planned Unit Development No. 10 and for the purpose of insuring adequate restrictions for the mutual benefit of the Owner, its successors and assigns, and the City of Broken Arrow, Oklahoma, the Owner desires to impose covenants, conditions and restrictions on the Addition pursuant to the provisions of Planned Unit Development No. 10 and for the further purpose of developing the Addition and preserving the character thereof.

NOW THEREFORE, SERVICE CORPORATION OF TULSA, INC., being the Owner of all of the property within the Addition does hereby declare and establish the following covenants, conditions and restrictions which shall be and are hereby made for the use and benefit of Service Corporation of Tulsa, Inc., its successors and assigns, and the City of Broken Arrow, Oklahoma, and each and every person acquiring the title to or any interest in any lot or block, or any part thereof, within the Addition, and any person accepting the conveyance thereof, either directly from the Owner or from any of its grantees, successors or assigns, shall take the same subject to such covenants, conditions and restrictions, and by accepting the conveyance thereof shall be deemed to have assented thereto, and shall be entitled to all of the benefits and to have assumed all of the responsibilities thereof, to-wit:

- Within Lot One (1), Block One (1), Lot One (1), Block Two (2), and Lots One (1) and Two (2), Block Three (3), of the Addition and the following development standards and restrictions shall apply:
  - The principal and accessory uses permitted as a matter of right in the C-2 Planned Shopping Center District, of the City of Broken Arrow as the same existed on September 4, 1979 shall be permitted.
  - The total floor space of buildings constructed within Lot One (1), Block One (1), Lot One (1), Block Two (2), and Lots One (1) and Two (2), Block Three (3) shall not exceed 39,102 square feet; Provided, further, no building permit for construction within any of such lots shall be issued until a detailed site plan for the Planned Unit Development No. 10 and the Broken Arrow Zoning Ordinances.
  - The maximum building height shall be two (2) stories.
  - Required off-street parking, loading, and screening shall be regulated by the provisions of the C-2 Planned Shopping Center District, as the same existed on September 4, 1979.
- Within Lot Two (2), Block Two (2), Lot Three (3), Block Three (3), and Lot One (1), Block Four (4), the following standards and restrictions shall apply:
  - The principal and accessory uses permitted as a matter of right in the R-5 Multiple-Family Residence District of the City of Broken Arrow as the same existed on September 4, 1979, shall be permitted.
  - The maximum number of dwelling units within Lot Two (2), Block Two (2), Lot Three (3), Block Three (3), and Lot One (1) Block Four (4) shall not exceed 246, provided, however, no building permit for the construction of multi-family dwelling units within any of such lots shall be issued until a Detailed Site Plan for the lot within which construction is proposed has been submitted to the Broken Arrow Planning Commission and approved as being in compliance with the provisions of the Planned Unit Development No. 10 and the Broken Arrow Zoning Ordinances.
  - Required off-street parking, the maximum building coverage, and the permitted floor area ratio shall be regulated by the provisions of the R-5 Multiple-Family Residence District as the same existed on September 4, 1979.
- The following standards and restrictions shall apply to Lots One (1) through Twelve (12) inclusive, Block Five (5):
  - The principal and accessory uses permitted as a matter of right in the R-4 Two-Family Residence District of the City of Broken Arrow as the same existed on September 4, 1979, shall be permitted.
  - The maximum number of dwelling units shall not exceed 32.
  - The minimum lot size, the maximum coverage of a building on a lot, the required yards, building height and bulk limitations shall be regulated by the provisions of the R-4 Two-Family Residence District as the same existed on September 4, 1979.
- The following standards and restrictions shall apply to Lot Three (3), Block Two (2):
  - The principal and accessory uses permitted as a matter of right in the R-2 One-Family Residence District of the City of Broken Arrow as the same existed on September 4, 1979, shall be permitted.
  - No more than one (1) single-family residence shall be permitted on Lot Three (3), Block Two (2).
  - The maximum coverage of a building on a lot, the required yards, building height, and bulk limitations shall be regulated by the provisions of the R-2 One-Family Residence District as the same existed on September 4, 1979.
- Lot Four (4), Block Two (2) and Lot Thirteen (13), Block Five (5) shall be used only for public park purposes.
- No dwelling unit, either single-family or duplex, having a finished floor area of less than 350 square feet, exclusive of open porches and garages, shall be permitted on any lot. All single family or duplex dwelling units shall have a minimum of a two-car garage. All dwelling units shall have a minimum of 25% of the exterior wall area of the first floor covered with stone, stucco, or brick veneer. An exception to the above veneer requirement can be made in the instance of a request to build an all wood dwelling. Such a unit may be approved but not until plans for such all wood dwelling, including a sample of the proposed material, have been submitted to and approved by the Architecture Review Committee.
- Fireplace flue pipes shall be enclosed with a chimney made of masonry veneer or wood. The height of all chimneys shall be sufficient to provide proper draft and to be compatible with house design.
- Exposed stem wall shall not be more than eight inches where visible from the street. Where monolithic slab/stem wall construction is used, a masonry ledge shall be provided below finish grade line, and the masonry shall be commenced on the masonry ledge.
- No building shall be located beyond the minimum front and side building setback lines shown on the plat, except that open porches or terraces may extend beyond the building setback lines. No building nor any projection thereof shall be located nearer than five (5) feet to any side lot line. No detached garages or other out-buildings shall be located on any lot unless approved by the Architecture Review Committee.
- No fence, wall, hedge or shrub planting which obstructs eight lines at an elevation between two (2) feet and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitation shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersection unless the foliage is maintained at a sufficient height to prevent obstruction of such sight lines.
- No trailer, tent, shack, garage, barn or other outbuilding erected on the platted lands shall at any time be used as a residence, temporarily, or permanently, nor shall any structure of a temporary character be used as a residence.
- No structure previously used for residential purposes shall hereinafter be moved onto any lot in the addition.
- No radio or television transmitting or receiving antenna may be erected in excess of ten (10) feet above the roof line of any lot without the consent of the Architecture Review Committee.
- No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line as shown on the recorded plat, unless approved by the Architecture Review Committee as set out in paragraph 18. In no event shall any fence or wall on any portion of the lot exceed six (6) feet in height.
- No noxious or offensive trade or activity shall be carried on in any part of the property above described 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 single-family or duplex lot, except that dogs, cats, or other household pets may be kept, providing they are not kept, bred or maintained for any commercial purpose.
- So long as mail deliveries are made at the curb in the Addition, all mail boxes including their standards shall be approved by the Architecture Review Committee.
- Boats, trailers, pick-up campers, race cars, dune buggies, airplanes and unoperative-vehicles shall not be kept on any lot except inside the garage or in the rear yard. All repair work shall be performed inside the garage or in the rear yard. Automobile parking shall be confined to the prepared driveway and shall not be allowed on the yard or lane.
- No building or structure, either residential, multi-family or commercial, sign, walk, driveway, patio, fence, wall or foundation shall be commenced, erected or maintained, nor shall any addition thereto or change or alteration thereof be made until plans and specifications, material lists, plot plan and grading plan therefor or information satisfactory to the Architecture Review Committee shall have been submitted and approved in writing by the Architecture Review Committee. In passing such plans, specifications, materials, plot plans and grading plans the Architecture Review Committee may take into consideration the suitability of the proposed building, sign, walk, fence, driveway, wall, patio, foundation or other structure and of the materials of which they are to be built, the site upon which the improvement is to be erected, and the harmony thereof with the surrounding area and the effect of the building or other structure as planned on the view from the adjacent neighboring property. The members of the Architecture Review Committee shall be Service Corporation of Tulsa, Inc., and William M. Martin, or Martin Investment Co., Inc., and/or their duly authorized representatives. In the event of death or resignation of either member of the Architecture Review Committee, the remaining members shall have full authority to designate a successor. At any time, the then record owners of two-thirds of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.
  - Type, size, number and manner of display signs, flags, and other merchandising aids shall be subject to the approval of the Architecture Review Committee.
- In connection with the installation of underground electric and communication services, all of the lots are subject to the following provisions, to-wit:
  - Overhead pole lines for the supply of electric and communication services may be located along the East and South boundaries of said Addition. Street light poles or 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.
  - Except to structures on lots described in paragraph (a) above, which may be served from overhead electric or communication service lines, underground service cables to all structures 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 designed, sign, walk, fence, driveway, wall, patio, foundation or other structure and of the materials of which they are to be built, the site upon which the improvement is to be erected, and the harmony thereof with the surrounding area and the effect of the building or other structure as planned on the view from the adjacent neighboring property. The members of the Architecture Review Committee shall be Service Corporation of Tulsa, Inc., and William M. Martin, or Martin Investment Co., Inc., and/or their duly authorized representatives. In the event of death or resignation of either member of the Architecture Review Committee, the remaining members shall have full authority to designate a successor. At any time, the then record owners of two-thirds of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.
    - The supplier of electric or communication service, through its proper agents and employees shall at all times have 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 electric or communication facilities so installed by it.
    - The owner of each lot shall be responsible for the protection of the underground electric or communication facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric or communication facilities. The Company will be responsible for ordinary maintenance of underground electric and communication facilities, but the owner will pay for damage or relocation of such facilities caused by acts of the owner or his agents or contractors.
    - The foregoing covenants concerning underground electric and communication facilities shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby.
  - The undersigned owner further dedicates to the public for public use, easements as are shown and designated on said plat, for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utility installations, including storm and sanitary sewers, electric cable television, communication and telephone 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 other appurtenances thereto, with right of ingress and egress to and upon said easements for uses and purposes aforesaid, together with similar right in each and all of the streets shown on said plat; provided that the undersigned owner 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 and maintenance, operation, laying and relaying over, across, and along all the public streets and easement areas shown in said plat, both for the purpose of furnishing said facilities to the area included in the plat and in any other area. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may change the direction of flow through drainage-ways in the easements, or which may obstruct or retard the flow of water through drainage-ways in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
- No structure or fence shall be permitted on, through, or across those areas designated as drainage easements and reserves and the City of Broken Arrow shall have the right to enforce this covenant along with the right to operate and maintain storm water facilities located within these easements.
- These covenants shall run with the land and shall be binding upon the undersigned owner and on all persons claiming under the owner until January 1, 2000, after which time said covenants shall be deemed automatically extended for successive periods of 10 years, provided however, either before or after 2000, the then owners of a majority of the lots in said Addition may, with the approval of the City of Broken Arrow, change or waive these covenants, either in whole or in part, and such change or vacation shall be evidenced by an instrument in writing signed by the then owners of a majority of all lots in said Addition and by the City of Broken Arrow and duly filed for record in the Office of the County Clerk of Tulsa County, Oklahoma.
- If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants and restrictions stated herein, it shall be lawful for any person or persons owning any of the real estate above described or for the City of Broken Arrow to prosecute any proceedings at law or in equity against the person or persons violating the same and either to prevent him or them from so doing or to recover damages therefor.

IN WITNESS WHEREOF, SERVICE CORPORATION OF TULSA, INC., has caused this Certificate of Dedication and Restrictive Covenants to be executed this 10th day of March, 1981.

ATTEST: *Dorothy Burlock* SECRETARY: *Ronald Milon*  
STATE OF OKLAHOMA )  
COUNTY OF TULSA )

Before me, the undersigned, a Notary Public in and for said County and State, on this 10th day of March, 1981, personally appeared *Ronald Milon* 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 said corporation, for the uses and purposes set forth herein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.  
My Commission expires 3-6-85. *Charlotte M. Smart* Notary Public

### CERTIFICATE OF SURVEY

I, RAYMOND E. LANSFORD, a Registered Professional Engineer and Registered Land Surveyor in the State of Oklahoma, do hereby certify that the above plat is a true and correct representation of the real estate and premises dedicated as "VANDEVER GREEN", an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma.

WITNESS MY HAND AND OFFICIAL SEAL THIS 10th day of March, 1981.  
STATE OF OKLAHOMA )  
COUNTY OF TULSA )

Before me, the undersigned, a Notary Public in and for said County and State, on this 10th day of March, 1981, personally appeared RAYMOND E. LANSFORD, to me known to be the identical person who subscribed the name of the maker thereof to 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 LANSFORD ENGINEERING COMPANY, for the uses and purposes therein set forth.

WITNESS MY HAND AND OFFICIAL SEAL THIS, the day and year last above written.  
My Commission expires 12-12-1983. *Raymond E. Lansford* Notary Public

of OKLAHOMA )  
COUNTY OF TULSA )  
Notary Public in and for the State of Oklahoma, do hereby certify that the foregoing is a true and correct copy of a file instrument now on file in my office.  
1981  
MIA NESBITT, County Clerk

**CERTIFICATE**  
As provided in Title 11, Chapter 13, Section 513 of the Oklahoma Statutes, I hereby certify that as to all real estate taxes levied on this plat, all such taxes have been paid in full as of the date of this plat, and security has been provided to the satisfaction of the County Clerk of Tulsa County, Oklahoma, in the amount of \$221,122.00, to be paid to the County Clerk of Tulsa County, Oklahoma, on or before the date of the next tax sale, and that the amount of \$221,122.00 has been applied to the payment of such taxes.  
This certificate is valid for a period of 30 days from the date of its execution.  
Taxes in full have been paid on or before the date of this plat.  
1981  
Date: March 13, 1981  
JOHN E. GANLEY, III  
TULSA COUNTY Clerk  
By: *Rogena L. Jones* Deputy