

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

OKLAHOMA NATURAL DEVELOPMENT CORPORATION, a Delaware Corporation (hereinafter called the "OWNER"), the record owner of the following described real estate situated in the City of Broken Arrow, Tulsa County, State of Oklahoma (hereinafter called the "Addition"), to-wit:

A tract of land located in the S/2 of the SE/4 of Section 22, T-18-N, R-14-E, Tulsa County, Oklahoma, more particularly described as follows, to-wit:

Beginning at a point on the East line of Section 22, T-18-N, R-14-E, Tulsa County, Oklahoma, said point being 665.88 feet northerly from the Southeast corner of said Section 22; Thence S 89°58'04" W a distance of 710 feet to a point; Thence N 0°05'00" W a distance of 485 feet to a point; Thence N 89°58'04" E a distance of 710 feet to a point on the East line of Section 22; Thence S 0°05'00" E along said East line of Section 22 a distance of 485 feet to the point of beginning, containing 8.07 acres more or less.

hereby certify that they have caused the same to be surveyed into blocks and lots in conformity to the plat attached hereto which they hereby adopt as the plat of the Addition under the name of "VANDEVER ACRES OFFICE PARK," an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma.

And whereas "VANDEVER ACRES OFFICE PARK" was processed as Planned Unit Development Number 3 pursuant to Article 6A of Ordinance 302 of the City of Broken Arrow, as revised by Ordinances 500 and 538 of the same, which Planned Unit Development Number 3 was approved by the Broken Arrow Planning Commission on January 13, 1977, and by the Broken Arrow City Council on January 17, 1977.

For the purpose of providing an orderly development of the Addition and for the further purpose of preserving the character thereof as an Office Park addition, the Owners do hereby declare and establish the following restrictions, conditions, and protective covenants which shall be and are hereby made for the use and benefit of each and every person acquiring the title or any interest in any of said Addition, and any person accepting conveyance thereof, either directly from Owners or remotely from any of their grantees, shall take the same subject to such conditions, restrictions, and protective covenants, and by accepting such covenants shall be deemed to have assented thereto, and shall be entitled to all the benefits and to have assumed all the responsibilities, to-wit:

1. Lot 1 in the Addition shall be developed and maintained solely for professional office buildings and offices. It is the express intention of the foregoing restriction to exclude all residential, retail or wholesale, commercial, industrial, warehousing, funeral home, and other uses not expressly enumerated herein; such prohibited uses are prohibited whether the same be ancillary to a professional building or professional office use or as the sole or predominant use thereof.
2. Lot 2 in the Addition shall be developed and maintained solely for medical office building and medical offices, pharmacies, optical dispensaries, medical and dental laboratories, and compatible or supporting services. It is the express intention of the foregoing restriction to exclude all residential, retail or wholesale, commercial, industrial, warehousing, funeral home, and other uses not expressly enumerated therein; such prohibited uses are prohibited whether the same be ancillary to a medical office building or medical office use or as the sole or predominant use thereof. Any "compatible or supporting services" must be approved in writing by a majority of the members of the Architectural Committee hereinafter described.
3. There is hereby created an Architectural Committee (hereinafter called the "Committee"), composed of (I) the duly authorized representative of Owner, which representative Owner shall have the right to change from time to time; (II) the person who shall serve, from time to time, as the administrator of Franklin Memorial Hospital, Broken Arrow, Oklahoma; and (III) the owner of each lot in the Addition, or the designated representative of such owner, or if any lot be owned by more than one person or entity, such owners shall select one representative, from their number or otherwise, to serve on the Committee. No building, fence, parking area, sign, advertising device, landscaping, exterior lighting, rooftop installation of appliances or mechanical equipment, wall, or any type structure shall be commenced, erected, or maintained nor shall any addition thereto or change or alteration thereon be made until plans and specifications therefor or information satisfactory to the Committee shall have been submitted to and approved in writing by a majority of the members of the Committee. In passing on such plans and specifications, the Committee may take into consideration the suitability of the proposed building or other structure and of the materials of which they are to be built, the harmony thereof with the surrounding area, and the effect of the building or other structure as planned on the surrounding structures, uses, and topography. At any time, the then record owners of a majority of the lots in the Addition shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to change or amend any of its powers and duties.
4. Construction of any building within the Addition shall not commence until after a building permit shall be issued by the City of Broken Arrow, Oklahoma, after a detailed site plan for the lot and block within which construction has been proposed has been submitted to the Broken Arrow Planning Commission and the Broken Arrow City Council and approved as being in compliance with the provisions of Planned Unit Development Number 3. Separate detailed site plans may be submitted for each lot and/or block. Construction under building permits within a lot and/or block may proceed in phases after approval of the detailed site plan for that lot and/or block.

5. No building, fences, or other structure shall be erected nearer to the street than the building setback lines as indicated on the attached plat; this requirement shall not preclude the construction of a building or structure on two or more lots and the crossing of lot lines.
6. The owner of each lot shall maintain the parking areas and driveways located on his lot in good repair at all times. All lighting, landscaping, surfacing, and painting, including materials used in connection therewith, shall be subject to the prior written approval of a majority of the Committee. No such parking area or driveway shall be used for the storage of any vehicles, boats, trailers, campers, motor driven cycles or mobile or motor homes, or for the maintenance, repair, rebuilding, dismantling, repainting, or servicing of any of the foregoing or any other motor vehicle. Those portions of each lot in the Addition which are now or hereafter improved, provided, or available for parking areas and driveways, as the same may be reduced or increased in size or relocated from time to time, shall be subject to nonexclusive easements appurtenant to the other lots in the Addition, for roadways, walkways, ingress and egress, the parking of motor vehicles, loading and unloading of commercial and other vehicles and use of facilities installed thereon for the comfort and convenience of customers, invitees, agents, servants, tenants, and employees. Employees, agents, servants, and tenants of the owners of each lot shall use the parking areas and driveways located on the lot of such owners unless otherwise occupied. Customers and invitees shall not be permitted to use the driveways or parking areas except while transacting business in the Addition.
7. The owners further dedicate to the public for public use easements as are shown and designated on the attached plat, for the several purposes of constructing, maintaining, operating, repairing, removing, and replacing any and all public utility installations, including storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines, water lines, and 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 right of ingress and egress to and upon said easements for the uses and purposes aforesaid; provided that the Owners hereby reserve the right to construct, maintain, operate, lay, and relay water lines and sewer lines, together with the right of ingress and egress to and upon said easements for such construction, maintenance, operation, laying, and relaying over, across, and along all of the easement areas shown in said plat, both for the purpose of furnishing said facilities to the area included in said plat and to any other areas. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements therein shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The owners further dedicate the East 50' of the above tract for street right-of-way.
8. In connection with the installation of underground electric and communication services, all of the lots in the Addition are subject to the following provisions, to-wit:
  - (a) No electric or communications service lines may be erected or maintained above the surface of the ground on any of said lots, without the consent of a majority of the Committee.
  - (b) Overhead pole lines for the supply of electric and communication services may be located along the boundaries of the Addition, but throughout the Addition, all such supply lines shall be located underground, in the easementways for general utility services shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easementways.
  - (c) Underground service cables to all buildings which may be located on all lots in the Addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such building as may be located upon each said lot; provided that upon the installation of such service cables to a particular building the suppliers of electric and communication services shall thereafter be deemed to have a definite, permanent, and effective easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cables extending from the service pedestal or transformer to the service entrance on said building.
  - (d) The supplier of electric and communication services, through its proper agents, shall at all times have the right of access to and upon all such easements shown on said plat or provided for herein, for the purpose of installing, maintaining, removing, or replacing any portion of said underground electrical and communication facilities so installed by it.
  - (e) The owner of each lot shall be responsible for the protection of the underground electric and communication services located on his lot and shall prevent the alteration of grade or any construction activity which may interfere with said services. Repairs or cost of relocation required by violation of this covenant shall be paid for by the owner of the lot. The foregoing covenant shall be enforceable by the supplier of the electric or communication services and the owner of each lot agrees to be bound hereby.
9. No towers, antennae, aerials, or other facilities for the reception or transmission of radio or television broadcasts or other means of communication shall be erected and maintained or permitted to be erected or maintained on any lot, except (I) by installations inside of structures constructed on said lot; or (II) by underground conduits; or (III) upon written approval of a majority of the Committee.

10. The owner of each lot shall keep the same free from rubbish, litter, and noxious weeds. All trash, garbage, rubbish, and litter shall be kept in containers adequate for such purposes and shall be stored on the lot in such a manner as to be out of public view. All structures, landscaping, and improvements from time to time placed upon any lot in accordance herewith shall be maintained in good condition and repair at all times. Each lot shall be subject to an easement for access to make reasonable repairs on adjoining lots and structures thereon; provided, however, that:
  - (a) Any damage caused by such injury upon any adjoining lot shall be repaired at the expense of the owner whose property was the subject of the repair work which caused same;
  - (b) Any such entry shall be made only at reasonable times and with as little inconvenience as possible to the owner of the servient lot; and
  - (c) In no event shall said easement be deemed to permit entry into any building on any lot.
11. No noxious, noisome, or offensive activities shall be carried on upon any lot, nor shall anything be done or kept thereon which may be or become an annoyance or nuisance to the owner or occupant of any other lot.
12. Each owner shall promptly comply with all laws, statutes, ordinances, rules, and regulations of federal, state, or municipal governments or authorities applicable to use, zoning and occupancy of and construction and maintenance of improvements, including any alterations or additions thereto, on the lots.
13. These covenants shall run with the land and shall be binding upon the Owners and on all persons claiming under the Owners until January 1, 1997, after which time said covenants shall be deemed automatically extended for successive periods of 10 years; provided, however, that, at any time the then owners of a majority of all the lots in the Addition may change or vacate these covenants, conditions, and restrictions, 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 the Addition and duly filed for record in the Office of the County Clerk of Tulsa County, Oklahoma.
14. The invalidity of any of the provisions herein contained shall in no way affect any other provisions hereof and the same shall remain in full force and effect.
15. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants, conditions, and restrictions stated herein, it shall be lawful for any person or persons owning any of the real estate comprising the Addition, or the Committee, as beneficiary of all the covenants and provisions herein contained and as assignee of the Owners, to prosecute any proceedings at law or in equity against the person violating the same, and either to prevent him or them from so doing or to recover damages therefor. No failure to enforce and no delay in enforcing any of the covenants shall operate as a waiver thereof. In addition, the Committee may enforce the covenants, conditions, restrictions stated herein by causing such work to be performed or such action to be taken, with respect to any lot or lots in the Addition as may be necessary to comply with such covenants, conditions, and restrictions, and charge the cost and expense thereof the owner or owners of any such lot or lots, upon five (5) days prior written notice from the Committee to any owner of the lot not in compliance herewith and failure of the owner or owners of such lot within such time to remedy the violations specified in such notice.

IN WITNESS WHEREOF, we have hereunto set our hands on this 13th day of September, 1977.

A T T E S T:

BY: *William C. [Signature]*  
 Asst. Secretary

OKLAHOMA NATURAL DEVELOPMENT CORPORATION, a Delaware Corporation

BY: *[Signature]*  
 Vice President

STATE OF OKLAHOMA )  
 ) SS  
 COUNTY OF TULSA )

Before me the undersigned, a Notary Public, in and for said County and State, on this 13th day of September, 1977, personally appeared *[Signature]*, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice 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 such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

*[Signature]*  
 Notary Public

My Commission expires: September 26, 1979

CERTIFICATE OF SURVEY

I, RAYMOND E. LANSPORD, 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 ACRES OFFICE PARK".

Witness my hand and official seal this 29th day of August, 1977.

*[Signature]*  
 Raymond E. Lansford for LANSPORD ENGINEERING COMPANY

STATE OF OKLAHOMA )  
 ) SS  
 COUNTY OF TULSA )

Before me, the undersigned, a Notary Public in and for said County and State, on this 29th day of August, 1977, personally appeared RAYMOND E. LANSPORD, 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 LANSPORD ENGINEERING COMPANY, for the uses and purposes therein set forth.

WITNESS my hand and official seal this, the day and year last above written.

*[Signature]*  
 Notary Public

My Commission expires June 30, 1981

EXISTING CONDITIONS

The subject PUD is located at the southwest corner of Elm Place and Ithica and is zoned O-2. This application has been submitted to permit the platting of this tract into lots of less than 2.49 acres in lieu of rezoning to O-3 which would mean yielding the site plan review process as well as requiring Board of Adjustment action to waive the maximum tract size. The developer requires the subdivision of this tract in order to facilitate the stage construction and the resultant need to create lots for collateral purposes.

STAFF RECOMMENDATION

The Staff has coordinated with the T.A.C. and recommends approval of PUD #3, subject to the following conditions:

1. That a plat be approved consistent with the approved PUD;
2. That any building or parts of buildings which are to be constructed upon or over any easements have their plans and specifications approved by the City of Broken Arrow and all utility companies;
3. That "Open Space" areas delineated on the General Development Plan be more clearly noted; and
4. That the developer or builder have a pre-application conference with the Building Inspection Staff prior to request for building permits to insure coordination and compliance with the content and intent of the General Development Plan.