

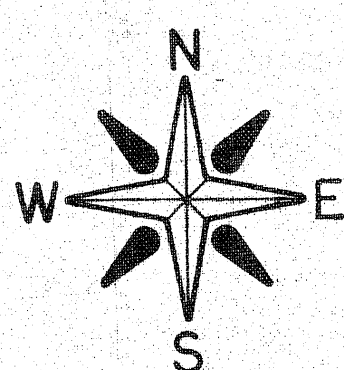
VANDEVER EAST CENTER

A RESUBDIVISION OF LOT 2, BLOCK 1, CORRAL ADDITION TO THE CITY OF BROKEN ARROW
 LOCATED IN PART OF THE SW/4 OF THE SW/4 OF SECTION 23, T-18-N, R-14-E, TULSA COUNTY, OKLAHOMA

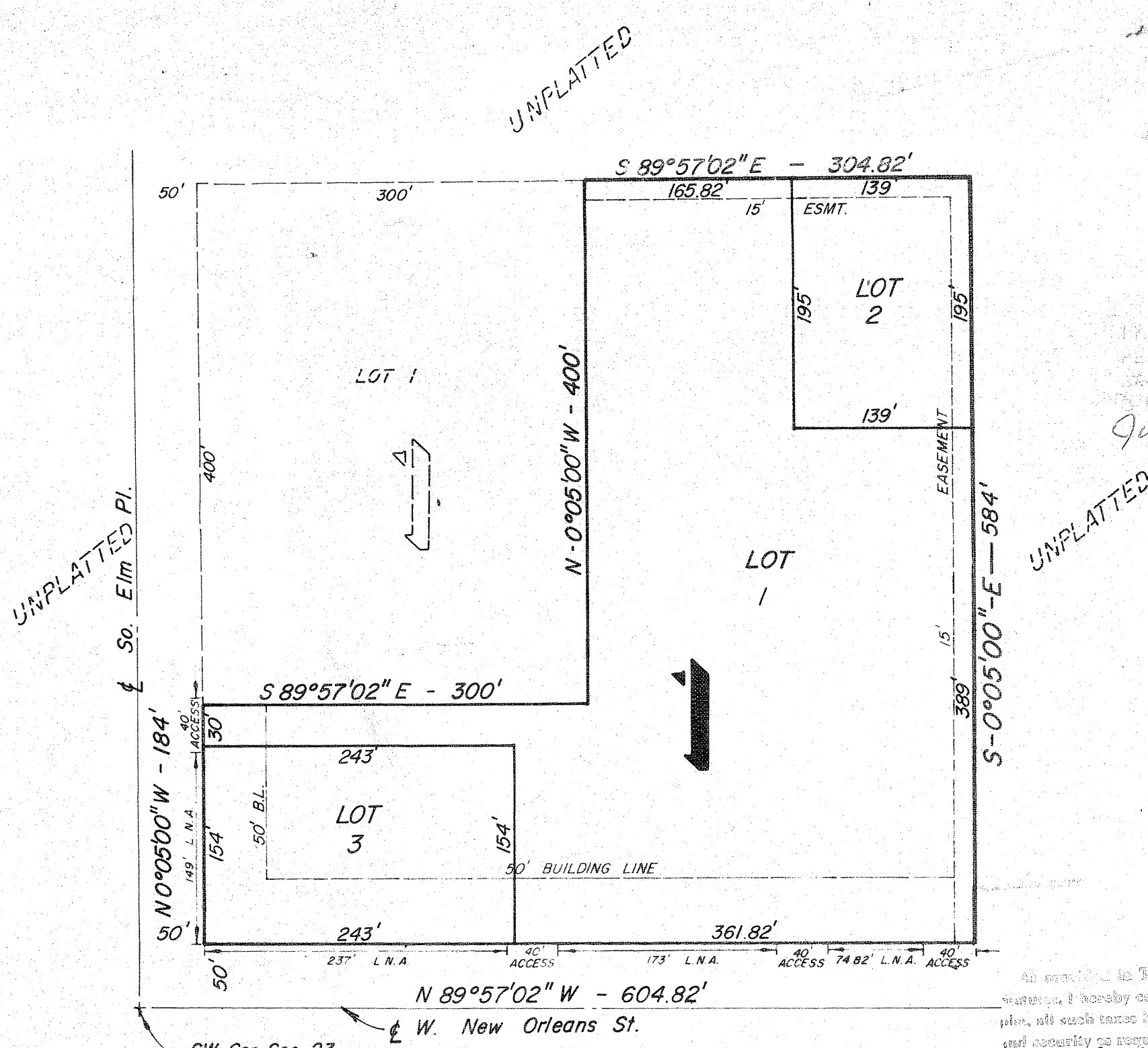
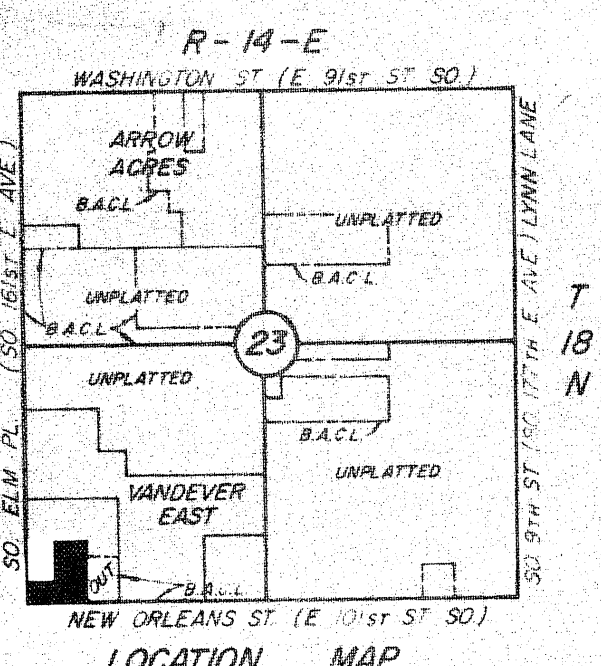
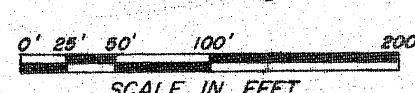
P.U.D. NO. 4

OWNER:
 OKLAHOMA NATURAL DEVELOPMENT CORP.
 3101 SOUTH ELM PLACE
 PHONE 251-9009
 BROKEN ARROW, OKLAHOMA

ENGINEER:
 LANSFORD ENGINEERING CO.
 1308 NORTH ELM PLACE
 PHONE 251-1537
 BROKEN ARROW, OKLAHOMA



SCALE: 1"=100'



CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, OKLAHOMA NATURAL DEVELOPMENT CORPORATION, a Delaware corporation, (hereinafter called the "OWNERS"), 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:

All of Lot 2, Block 1, CORRAL ADDITION to the City of Broken Arrow, Tulsa County Oklahoma, according to the recorded plat thereof.

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 EAST CENTER", an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma.

And whereas the Addition was processed as Planned Unit Development Number 4 pursuant to Article 6A of Ordinance 302 of the City of Broken Arrow as revised by Ordinances 500 and 535 of the same, which Planned Unit Development number 4 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 a commercial 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:

- No building permits shall be issued by the City of Broken Arrow, Oklahoma for any building within the Addition until 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 4. Separate detailed site plans may be submitted for each lot and/or block. Acquisition of 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.
- The owner of each lot shall maintain the parking areas and driveways located on his lot in good repair at all times. 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, tenants and employees. Employees, agents, and tenants of the owners of each lot shall use the parking areas and driveways located on the lot of such owner unless otherwise occupied. Customers and invitees shall not be permitted to use the driveways or parking areas except while transacting business in the Addition.
- Reference is hereby made to that certain agreement entitled "Easements with Covenants and Restrictions Affecting Land (ECR)", dated February 27, 1976, between Safeway Stores, Incorporated, and Oklahoma Natural Development Corporation, recorded in Book 4210 at Pages 135 and following in the office of the County Clerk of Tulsa County, Oklahoma, which contains easements, covenants and restrictions affecting the Addition.
- The Owners further dedicate to the public for public use easements as are shown and designated on the plat above, 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 such construction, maintenance, operation, laying or 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 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:
 - any damage caused by such injury upon any adjoining lot shall be repaired at the expense of the owner whose property was the object of the repair work which caused same;
 - 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
 - in no event shall said easement be deemed to permit entry into any building on any lot.
- 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.
- 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 any construction and maintenance of improvements, including any alterations or additions thereto, on the lots.
- There is hereby created an Architectural Committee (hereinafter called the "Committee"), composed of two members. The initial members of the Committee shall be William M. Martin, or his duly authorized representative, or if he shall die, resign or be unable to act and shall not have appointed a representative or if so appointed, upon the termination of such appointment, Martin Investment Company an Oklahoma corporation, or its duly authorized representative, and a second member shall be chosen by the first member aforesaid. No building, fence, parking area, sign, advertising device, landscaping, exterior lighting, 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 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.
- 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.
- 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.
- 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, conditions and restrictions herein contained shall operate as a waiver thereof. In addition, the Committee may enforce the covenants, conditions and 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 to 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, Oklahoma Natural Development Corporation has caused this Certificate of Dedication and Restrictive Covenants to be executed this 27th day of July, 1977.

OKLAHOMA NATURAL DEVELOPMENT CORPORATION
 BY: C. M. Schoenfeldt
 C. M. SCHOENFELDT, - Vice President

ATTEST:

Rosemarie L...
 Secretary

STATE OF OKLAHOMA)
)SS
 COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 27th day of July, 1977, personally appeared C. M. Schoenfeldt, 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 set forth therein.

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

My Commission expires: September 26, 1979

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 EAST CENTER".

WITNESS my hand and official seal this 27th day of July, 1977.
 STATE OF OKLAHOMA)
)SS
 COUNTY OF TULSA)

Raymond E. Lansford
 Raymond E. LANSFORD for LANSFORD ENGINEERING CO.

Before me, the undersigned, a Notary Public in and for said County and State, on this 27th day of July, 1977, 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 June 30, 1981

Notary Public