5 oz

PLAT 4074

STATE OF OKLAHOMA
TULSA COUNTY
FILED & RECORDED
JAN 30 PM12 27
ANITA NESBITT
COUNTY CLERK

936955

VANDEVER ACRES CENTER

A PLANNED UNIT DEVELOPMENT
AN ADDITION TO THE CITY OF BROKEN ARROW, OKLAHOMA
A SUBDIVISION OF A PART OF THE SE/4 OF SECTION 22, T-18-N, R-14-E, TULSA COUNTY, OKLAHOMA

CERTIFICATE

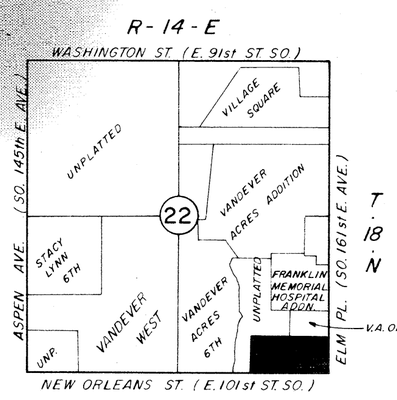
As provided in Title 11, Chapter 13, Section 514 of the Oklahoma Statutes, I hereby certify that as to all real estate taxes involved in this plat, all such taxes have been paid as reflected by the current tax rolls and security as required by said Section 514, has been provided in the amount of $ 489.35 per trust receipt no. 2031 to be applied to 19 81 taxes not as yet certified to tax.

This certification is NOT to be construed as [illegible] 19 81 taxes in full but is given in order that [illegible] of record. 19 81 taxes could exceed the [illegible]

Dated 1-30 81

TULSA [illegible]

By J Blubensdorf



LOCATION MAP
17.249 Acs.
3 LOTS

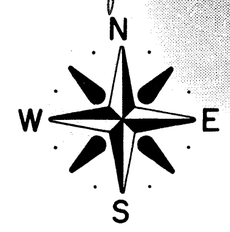
APPROVED 1-19-81 by the City Council of the City of Broken Arrow, Oklahoma.
Mayor Nick Head, Jr.
Attest: City Clerk Dorothy Simmons

OWNER:

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

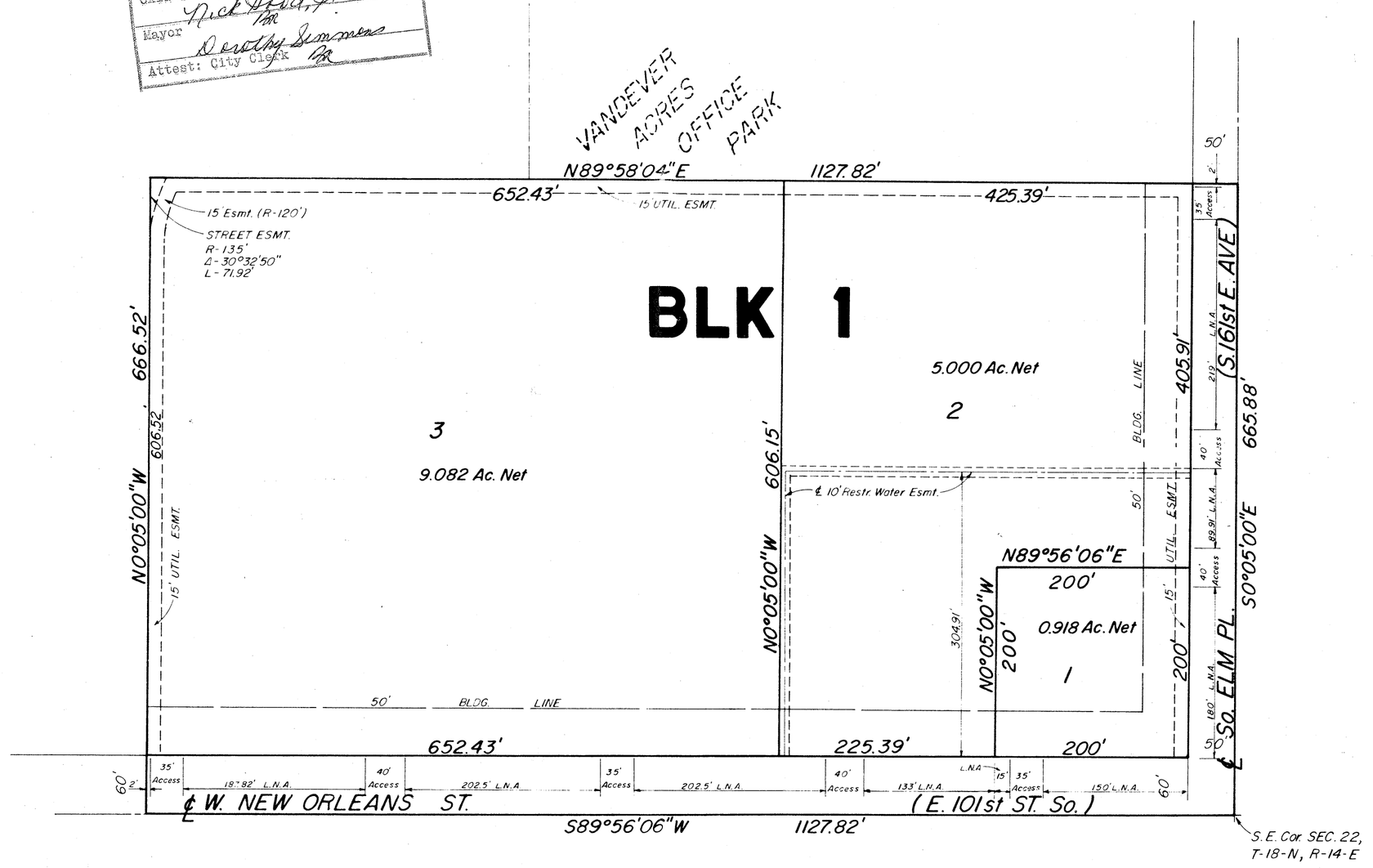
ENGINEER:

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



SCALE: 1" = 100'

0 25' 50' 100' 200' 300'



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VANDEVER ACRES CENTER

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 SE¼ of the SE¼ of Section 22, T-18-N, R-14-E, Tulsa County, State of Oklahoma, more particularly described as follows: BEGINNING at the Southeast corner of said SE¼ SE¼; Thence S 89°56'06" W, along the South line of said SE¼ SE¼, a distance of 1127.82 feet; Thence N 0°05'00" W, parallel with and 1127.82 feet West of the East line of said SE¼ SE¼, a distance of 666.52 feet; Thence N 89°58'04" E a distance of 1127.82 feet to a point on the East line of said SE¼ SE¼; Thence S 0°05'00" E, along the East line of said SE¼ SE¼, a distance of 665.88 feet to the point of beginning, containing 17.249 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 hereon and annexed hereto, and have caused the same to be named and designated "VANDEVER ACRES CENTER", an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, and establishes the following restrictive covenants and creates easements as hereinafter described, and

WHEREAS, the Addition was processed as Planned Unit Development No 17 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 17 was approved by the Broken Arrow Planning Commission on November 20, 1980 and by the City Council of Broken Arrow on December 8, 1980, and

WHEREAS, in order to provide for the orderly development of the Addition in accordance with Planned Unit Development No. 17 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. 17 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 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, 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 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:

1. Within Lot One (1), Block One (1), Lot Two (2), Block One (1), and Lot Three (3), Block One (1), of the Addition the following development standards and restrictions shall apply;
   (a) 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 January 19, 1981, shall be permitted.
   (b) The maximum aggregate floor area of buildings constructed within Lot One (1), Block One (1), shall not exceed 13,196 square feet.
   (c) The maximum aggregate floor area of buildings constructed within Lot Two (2), Block One (1), shall not exceed 71,874 square feet.
   (d) The maximum aggregate floor area of buildings constructed within Lot Three (3), Block One (1), shall not exceed 130,551 square feet.
   (e) The maximum building height shall be two and one-half (2½) stories or thirty-five feet (35').
   (f) No building permit for construction 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 Planned Unit Development No. 17 and the Broken Arrow Zoning Ordinances.
2. No building shall be located beyond the minimum front and side building setback lines shown on the plat, except that open porches or terraces, that do not exceed 1000 square feet, may extend beyond the building setback lines.
3. In connection with the installation of underground electric and communication services, all of the lots are subject to the following provisions, to-wit:
   (a) Overhead pole lines for the supply of electric and communication services may be located along the North, 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 easementways reserved for general utility services. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easementways.
   (b) 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 determined by the location and construction of such structure as may be located upon each said lot; provided that upon the installation of such a service cable to a particular structure, the supplier of electric or communication 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 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said structure.
   (c) The supplier of electric or communication service, through its proper agents and employees shall at all times have right of access to all such easementways 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.
   (d) 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.
   (e) 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.
4. 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 will all fitting 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, 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.
5. 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 vacate 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.
6. 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 28 day of January, 1981.

SERVICE CORPORATION OF TULSA, INC.

BY: Ronald Milam

ATTEST:

Dora Dunland
SECRETARY

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 28 day of January 1981, personally appeared Ronald Milam 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 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.

Charlotte M. Smith
NOTARY PUBLIC

My Commission expires March 6, 1981.

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

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

WITNESS MY HAND AND OFFICIAL SEAL THIS 28th day of Jan., 1981.

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 28th day of Jan., 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.

Gary R. Howell
NOTARY PUBLIC

My Commission expires June 13, 1983.