Tulsa County Clerk - EARLENE WILSON
Doc# 2005094109 Pgs 1
Receipt # 812225 08/10/05 15:00:20
Fee 30.00
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FINAL PLAT

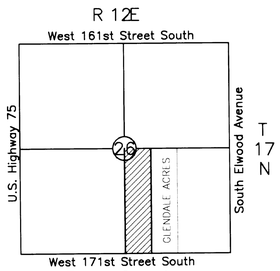
GLENDALE ACRES II

BLOCKS 1 THROUGH 4

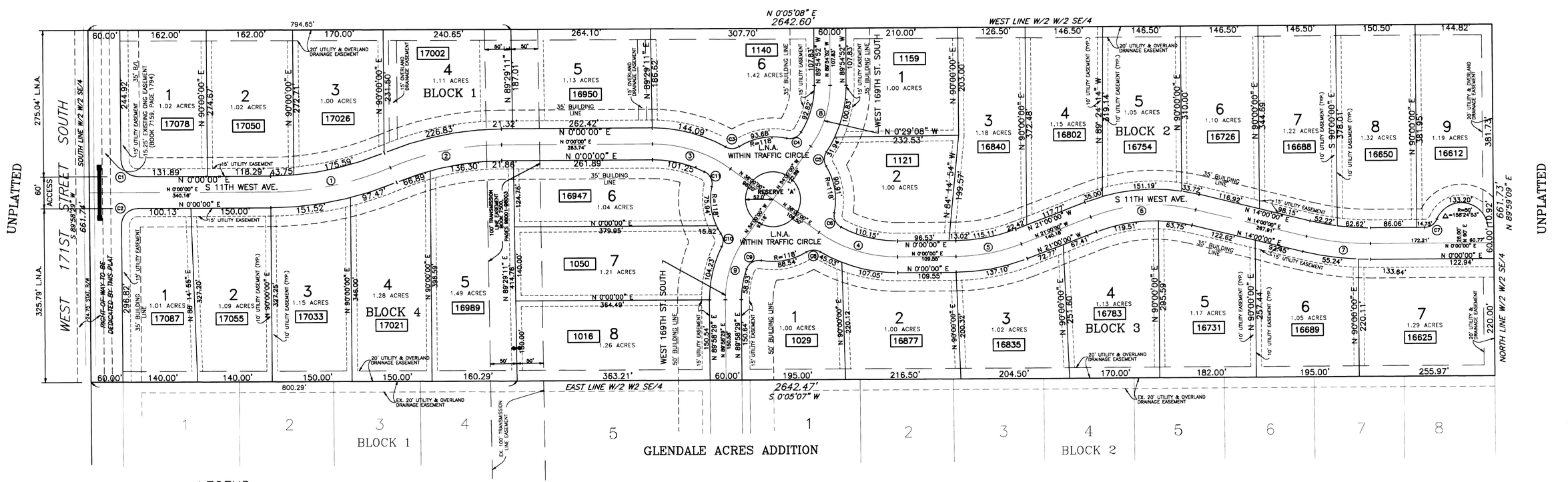
A Subdivison of the The West Half of the West Half of the West Half of the Southeast Quarter (W/2 W/2 W/2 SE/4) And the East Half of the West Half of the West Half of the Southeast Quarter (E/2 W/2 W/2 SE/4) of Section Twenty-Six (26), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof.

40.00 ACRES
4 RESIDENTIAL BLOCKS WITH 30 LOTS

0 100 200 300
1"= 100'



Tulsa County
LOCATION MAP
SCALE: 1"=2000'



UNPLATTED

LEGEND:

U/E = UTILITY EASEMENT
B.L. = BUILDING LINE
L.N.A. = LIMITS OF NO ACCESS
XXXXX = STREET ADDRESS

LOT CURVE TABLE (C7)			
#	Delta	Radius	Arc Length
C1	89°58'29"	30.00'	47.11'
C2	90°01'31"	30.00'	47.14'
C3	61°43'04"	25.00'	26.93'
C4	70°56'10"	25.00'	30.95'
C5	65°20'56"	25.00'	28.51'
C6	74°00'14"	25.00'	32.29'
C7	73°00'14"	25.00'	29.59'
C8	62°58'41"	25.00'	27.48'
C9	80°41'57"	25.00'	35.21'
C10	59°22'08"	25.00'	25.90'
C11	75°48'44"	25.00'	33.08'

CENTERLINE CURVE TABLE (X)			
#	Delta	Radius	Arc Length
1	22°35'06"	586.45'	231.17'
2	22°35'06"	545.46'	215.01'
3	36°00'00"	250.00'	157.08'
4	36°00'00"	250.00'	157.08'
5	21°00'00"	344.07'	126.11'
6	35°00'00"	500.00'	201.59'
7	13°59'60"	743.01'	122.17'
8	35°54'52"	195.00'	122.23'
9	36°01'31"	195.04'	122.63'

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of $ 4,964.00 per trust receipt no. 6805 to be applied to 20 05 taxes. This certificate is NOT to be construed as payment of 20 05 taxes in full but is given in order that this plat may be filed on record. 20 05 taxes will be the amount of the security deposit.

Dated 10-Aug-05

Dennis Semler
Tulsa County Treasurer
By: _____ Deputy

DENNIS SEMLER
TULSA COUNTY TREASURER

by _____
Deputy

Address Note

ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION.

Monument Notes

Corners set with an 18" Long #3 Re-bar with a RED Plastic Cap with "PLS 1361" engraved atop Unless Noted Otherwise.
The 4 corners of the tract are as follows: The Northwest and Northeast Corners are each a Found #3 Re-bar with a Plastic Cap with "SWA 1146" engraved atop. The Southwest corner is a Found #4 Re-bar and is the South 1/4 Corner of Section.
The Southeast Corner is a Found MAG Nail in Asphalt Pavement.

BASIS OF BEARING:
WEST BOUNDARY LINE OF GLENDALE ACRES (S 0°05'07" W)

PLAT NO. 5893

FINAL PLAT
CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Tulsa Metropolitan Area Planning Commission on JUN 15 2005

Wayne Alberty
TMAPC/INCOG OFFICIAL

This approval is void if this plat is not filed in the Office of the County Clerk on or before JUN 15 2006

Ray Jordan
COUNTY ENGINEER

OWNER

K & L INVESTMENTS, L.L.C.
7841 E. 134TH STREET SOUTH
BIXBY, OKLAHOMA 74008-2910
(918) 369-2023

SURVEYOR

MILESTONE SURVEYING, L.L.C.
P.O. BOX 1526
CLAREMORE, OKLAHOMA 74018
(918) 342-3134
CERTIFICATE OF AUTHORIZATION # 2805
EXPIRATION JUNE 30, 2005

RECEIVED
JUL 19 2005
Tulsa Metro. Area
Planning Comm.

Deed of Dedication and Declaration of Restrictive Covenants

Glendale Acres II

In Tulsa County, State of Oklahoma: KNOW ALL MEN BY THESE PRESENTS: K & L Investments, L.L.C., an Oklahoma Limited Liability Company, by Kenneth D. Laster, it's managing member, is the owner of the following described tract of land situated

The West Half of the West Half of the West Half of the Southeast Quarter (W/2 W/2 W/2 SE/4) And the East Half of the West Half of the West Half of the Southeast Quarter (E/2 W/2 W/2 SE/4) of Section Twenty-Six (26), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof.

And have caused same to be surveyed, staked and platted into blocks, lots and streets according to the plat herewith and have caused the same to be named and designated GLENDALE ACRES II, and do hereby dedicate all streets shown upon said plat to public use. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat herewith. Within these easements, no structures, plantings, or any other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The drainage areas and/or channels shall be maintained in their present location and no construction shall be made to interfere with the natural flow of water within these channels. 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 utility authority or utility company is responsible.

CONDITIONS AND RESTRICTIONS

K & L Investments, L.L.C., An Oklahoma Limited Liability Company (hereinafter referred to as "Developer"), being desirous of establishing a compatible system of development of said property, and preserving the character thereof as a residential addition, do hereby declare and establish the following restrictions, conditions and protective covenants. Same are hereby made for the use and benefit of each and every person acquiring title or interest in said property, and any person accepting conveyance thereof, either directly or remotely.

SECTION I: STREETS, UTILITY EASEMENTS AND SANITARY SEPTIC SYSTEMS

A. The Developer does hereby dedicate for public use forever the streets, rights-of- way, utility easements, and any reserve areas as designated and shown on the accompanying plat, for the several purposes of constructing, maintaining, repairing, removing and replacing any and all public utilities, including telephone lines, cable television lines, electric power lines and transformers, gas lines, and water lines, and other services capable of being provided, 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 said easements for the uses and purposes aforesaid, provided, however that the undersigned Developer hereby reserves to itself and its assigns the right to use or delegate to others their right to use the designated easements and rights-of-way to provide any of the services set forth herein, including, but not limited to the right to construct, maintain, operate, lay and relay water lines and gas lines together with their right of ingress and egress over, across and along all of the easement areas shown on the plat both for the purpose of furnishing services to the area included within the plat.

B. Pavement or landscape repair within restricted water line, utility easements or reserve areas as a result of water line, utility repairs, or other repairs of services now or later provided due to breaks and failures shall be borne by the Lot Owner. No building, structure, or other above or below ground constructions that will interfere with the aforesaid shall be placed, erected, installed or permitted upon the easement-ways or right- of-way as shown.

C. Installation of Services
In connection with the installation of underground electric, natural gas, telephone and/or cable TV services, all lots in this subdivision are subject to the following provisions, which are enforceable by ECE (East Central Oklahoma Electric Cooperative), Oklahoma Natural Gas, Southwestern Bell Telephone Company, cable TV, and any subsequent utility receiving such easements to-wit:

1) Overhead pole lines for the supply of electric or telephone service may be located along only the South boundary of the subdivision. Street light poles or standards to be served by underground cable, and elsewhere throughout said subdivision all supply lines shall be located underground, in the easement-ways reserved for general services and streets, shown on the attached plat. Services pedestals and transformers, as sources of supply at secondary voltages may also be located in easement-ways.

2) Except to houses on lots described in paragraph (a) above, which may be located on all lots in said subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such houses 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 the electric service shall therefore be deemed to have a definite permanent, effective and exclusive right-of-way easement on said lot, covering a five (5) foot wide strip, i.e., two point five (2.5) feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance to said house.

3) The suppliers of electricity, i.e., E.C.E.C. natural gas, i.e., Oklahoma Natural Gas telephone or cable TV service, through its proper agents and employees, shall at all time have the right of access to and upon all such easement-ways shown on this plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric, telephone and cable TV service facilities so installed by each service.

4) The Owner of each lot shall be responsible for the protection of the underground electric, natural gas, telephone and cable TV facilities located on Lot Owner's property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, natural gas, telephone and cable TV facilities. The Company will be responsible for ordinary maintenance of underground electric, natural gas, telephone, and cable TV facilities, but the Lot Owner will pay for damage or relocation of such facilities caused or necessitated by acts of the Lot Owner or his agent, assigns, or contractor.

5) The foregoing covenants concerning underground electric, natural gas, telephone and cable TV facilities shall be enforceable by the supplier of the electric, natural gas, telephone and cable TV service, and the owner of each lot agrees to be bound hereby.

D. Water Services and Aerobic Systems

1) The Owner of each lot shall be responsible for the protection of the public water mains located on Lot Owner's lot and shall prevent the alteration of grade in excess of three feet (3') from the original contours or any construction activity which may interfere with said public water main. Said alteration of grade restrictions shall be limited to easement areas.

2) The Creek County Rural Water District #2, its successors or assigns, will be responsible for the ordinary maintenance of public water mains, but the Owner of each lot will pay for damage or relocation of such facilities caused or necessitated by acts of the Owner of each lot or its agents or contractors.?

3) The Creek County Rural Water District #2, its successors or assigns, through its proper agents and employees shall at all times have right of access with their equipment 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 water facilities.

4) The foregoing covenants and restrictions concerning the water facilities shall be enforceable by the Creek County Rural Water District #2, its successors or assigns, and the Owner of each lot agrees to be bound hereby.

5) Aerobic Systems

Each Lot Owner, at Lot Owner's sole expense, shall have installed a aerobic sanitary system to adequately service Lot Owner's property and its needs and requirements. Said aerobic system shall fully comply with all health, construction, and installation requirements as set forth by the Tulsa County Health Department and/or Oklahoma Department of Environmental Quality. Said system shall be located in such a place as to not affect in a detrimental way adjoining properties. Each lot shall be percolation tested by the proper qualified source at Lot Owner's expense prior to construction and installation.

E. Limits of No Access
The Lot Owner hereby relinquishes right of ingress and egress to the above described property within the bounds designated on the accompanying plat as "Limits of No Access" (LNA) except as may hereafter be released, altered, or amended by the County of Tulsa, its successors or assigns, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.

SECTION II. LAND USE RESTRICTIONS

A. Fronting and Access Limitation

Each dwelling shall front an interior public street and derive its access solely from an interior public street.

B. Yards and Setbacks
1. Street Setback. No building shall be erected nearer to a public street than the building setback lines depicted on the accompanying plat.

2. Side Yard. Each lot shall maintain side yards, of at least 15 feet.

3. Rear Yard. The rear yard shall not be less than 40 feet.

4. Easement Setbacks. No building, whether principal or accessory, shall encroach upon any utility easement as depicted on the accompanying plat.

C. Building Height

No building shall exceed 2 1/2 stories or 35 feet in height.

D. Definitions

In the event of ambiguity of any word or term set forth in Subsections A, B, C, or D of Section II, the meaning thereof shall be deemed to be defined as set forth within the Tulsa County Zoning Code as the same existed on the date hereof, or as subsequently amended.

SECTION III. PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for the orderly development of the subdivision and conformity and compatibility of improvements therein.

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land, and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth.

A. Architectural Committee Plan Review
1. No building, fence, wall or free standing mailbox shall be erected, placed or altered on any lot in the subdivision until the plans and specifications have been approved in writing by K & L Investments, LLC, an Oklahoma Limited Liability Company, or its authorized representatives or successors, which are hereinafter referred to as the "Architectural Committee". For each building, the required plans and specifications shall be submitted in duplicate and include a site plan, floor plan, exterior elevations, drainage and grading plans, exterior materials and color scheme. In the event the Architectural Committee fails to approve or disapprove plans and specifications submitted to it as herein required within 10 days after submission, or in the event no suite to enjoin the erection of the building or structure or the making of an alteration has been commenced prior to the 30th day following completion thereof, approval of the Architectural Committee shall not be required and this covenant shall be deemed to have been fully complied with.

2. The Architectural Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative material, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval or failure to approve hereunder and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials procedures, structural design, grading or drainage or code violations. The approval or failure to approve building plans shall not be deemed a waiver of any restriction. Nothing herein contained shall be deemed to prevent any lot owner in the subdivision from prosecuting any legal action relating to improvements within the subdivision, which they would otherwise be entitled to prosecute.

3. The powers and duties of the Architectural Committee shall, on the sale of the 16th lot, be deemed transferred to the homeowners' association provided for in Section IV, or upon written assignment to the homeowners' association by the Architectural Committee, whichever even first occurs, and thereafter the foregoing powers and duties shall be exercised by the board of directors of the homeowners' association.

B. Floor Area of Dwelling
1. Single Story. A single story dwelling shall have at least 2200 square feet of finished heated living area.

2. Two Story and Story-and-a-Half. If a dwelling has two levels or stories immediately above and below each other measured vertically and all such levels or stories are above the finished exterior grade of such dwelling, then such dwelling shall have at least 1500 square feet of finished heated living area on the first story or level and shall have a total of the various levels or stories of at least 2,600 square feet of finished heated living area.

3. Computation of Living Area. The computation of living area shall not include any basement, garage, or attic area used for storage. All living area measurements shall be taken horizontally at the top plate level to the face of the outside wall. Required living area must average at least seven (7) feet six (6) inches in height, except that in the computation of second or upper story living area, the height shall be seven (7) feet six (6) inches for at least one half (1/2) of the required living area, and any area of less than five (5) feet in height shall be excluded.

4. Waiver. The Architectural Committee may waive, in the particular instance, upon written request, the floor area requirements set out in Paragraphs 1 and 2 of this Subsection

C. Garages
1. Each dwelling shall have an attached garage providing space for a minimum of two automobiles on each lot. Garages shall be enclosed and carports are prohibited.

D. Foundations
Any exposed foundation shall be of brick, stone or stucco. No stem wall shall be exposed.

E. Masonry
1. The first story exterior walls of the dwelling erected on any lot shall be 50% masonry construction; no native stone or sand stone shall be used (excluding windows and doors).

2. Waiver. The Architectural Committee may waive, in the particular instance, upon written request, the requirements set out in Paragraphs 1 of this Subsection

F. Driveways
Driveways must be concrete and shall have masonry headwalls with lights.

G. Roof Pitch
1. No dwelling shall a roof pitch of less than 6/12 over 75% of the horizontal area covered by roof.

2. Waiver. The Architectural Committee may waive, in the particular instance, upon written request, the foregoing restrictions to permit a dwelling having a flat roof over more than 25% of the horizontal area covered by roof; PROVIDED the waiver, to be effective, must be in writing, dated, and executed by the committee.

H. Roofing Materials
1. Roofing shall be 3 tab composition 25 yr. Guarantee, (gray weathered wood in color), provided however, in the event that such roofing should hereinafter not be reasonably available, alternative roofing of comparable quality shall be permitted upon the determination of the Architectural Committee that the proposed alternative is of comparable or better quality and of a design and color which is compatible with the roofing first above described.
2. Guttering shall be fully galvanized and painted.

I. Rooftop Protrusions
Metal rooftop protrusions are prohibited on the front side of the residence.

J. On-site Construction
No existing or off-site built structure shall be moved onto or placed on any lot.

K. Outbuildings
1. Accessory and outbuildings shall conform to the dwelling structure architecture including permanent foundation and same roofline as the dwelling.

2. Waiver. The Architectural Committee may waive, in the particular instance, upon written request the forgoing restriction.

L. Fencing
Fencing shall be in accordance with the Tulsa County Zoning Code. Interior fencing or walls shall not extend beyond the building lines of the lot and, if a residence is built behind the front building line of a lot, no fence may extend beyond that point nearest the street at each end corner of the residence, provided however, an corner lots fencing may extend to within 12.5 feet of the street right-of-way forming a side yard boundary of the lot. Fences shall be of wood, brick, stucco, ornamental iron or stone. All wood fences shall be constructed of cedar or spruce #2 grade or better. Chain link, barbed wire, mesh and other metal fencing are prohibited. No fence shall exceed 6 feet in height. Chainlink may be used if black or green wood rails are used.

M. Perimeter Fencing
The Owner/Developer herein establishes and reserves for subsequent conveyance to the homeowners' association to be formed pursuant to Section IV, a perpetual exclusive easement to erect and maintain fencing, walls and landscaping along the boundaries of the subdivision adjacent to West 171st Street South.

N. Antennas
1. Exterior television, "CB" Radio or other type antenna including satellite dishes shall be prohibited with the following exception. Small satellite dishes which do not exceed "8" in diameter shall be allowed so long as the dish is installed on the back of the dwelling.

2. Waiver. The Architectural Committee may waive, in the particular instance, upon written request, the foregoing restriction.

O. Lot Maintenance

The front of each lot shall be fully sodded. Each lot shall have a minimum of $800.00 landscaping done by a professional, trees shall be 1" to 2.5" in diameter. Each lot shall be maintained in a neat and orderly condition free of rubbish, trash and other debris and shall be cut, trimmed or mowed to prevent growth of weeds, or tall grass.

P. Recreational Vehicles

Boats, trailers, campers, motor homes and similar recreational vehicles and equipment shall be stored on any lot providing they are in back or side yards.

Q. Inoperative Vehicles

No inoperative vehicle shall be stored on any lot except within an enclosed garage. Inoperative vehicles shall not be parked or stored on any street.

R. Clotheslines

Exposed clothesline poles or other outside drying apparatus are prohibited.

S. Trash Containers

Trash containers, except during periods of collection, shall be stored out of view from abutting streets. No exposed garbage cans, trashcan or any trash burning apparatus or structure shall be placed on any lot.

T. Mailboxes

All mailboxes in the subdivision shall conform to the same masonry material as the home structure.

U. Animals

No animal, livestock or poultry of any kind may be maintained, bred, sold or kept except that two dogs, two cats or other household pets may be kept provided that they are not used for commercial purposes. Lots shall be kept clean of any and all animal by- products.

V. Noxious Activity

No noxious of offensive trade or activity shall be carried out upon any lot nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood.

W. Signage

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 6 square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

X. Materials and Storage

No lot shall be used for the storage of materials for a period of greater that 30 days prior to the start of construction and the construction shall be completed within 12 months thereafter. Each lot shall be maintained in a neat and orderly condition.

Y. Temporary Trash receptacle

A temporary trash receptacle is required on each lot during the construction period of the house. The trash receptacle shall be maintained by the lot owner and shall be emptied on a regular basis or as needed.

SECTION IV. HOMEOWNERS ASSOCIATION

A. Formation of Homeowners' Association

The Owner/Developer has formed or shall cause to be formed Glendale Acres II Homeowners' Association, Inc., (hereinafter referred to as the "Association"), a non-profit corporate entity to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purposes of maintaining the common areas and enhancing the value, desirability and attractiveness of Glendale Acres II.

B. Membership

Every person or entity who is a record owner of the fee interest of a lot shall be a member of the Association, and membership shall be appurtenant to and may not be separated from the ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership to the Association as of the date of incorporation, or as of the date of recording of the deed, whichever occurs last.

C. Covenant for Assessments

The Owner/Developer and each subsequent owner of a lot, by acceptance of a deed therefore, is deemed to covenant and agree to pay to the Association assessments to be established by the Board of Directors in accordance with a declaration to be executed and recorded by the Owner/Developer prior to the conveyance of a lot within Glendale Acres II. An assessment shall be a lien on the lot against which it is made, but the lien shall be subordinate to the lien of any first mortgage.

D. Enforcement Rights of the Association
Without limitation of such other powers and rights as the Association may have, the association shall be deemed a beneficiary, to the same extent as a lot owner, of the various covenants set forth within this document, and shall have the right to enforce the covenants to the same extent as a lot owner.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. Enforcement
The restrictions herein set forth, are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of Section I, Public Streets, Easements and Utilities are set forth certain covenants and the enforcement rights pertaining thereto. The covenants contained in Section II, Land use restrictions are established pursuant to the provisions of the Tulsa County Zoning code and shall insure to the benefit of the Tulsa County, the owners of lots within the subdivision, and shall insure to the benefit of the homeowners' association provided for in Section IV. The covenants within Section III, Private Building and Use Restrictions shall insure only to the benefit of owners of lots within the subdivision and the homeowners' association provided for in Section IV. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section II, it shall be lawful for any person or persons owning any lot situated within the subdivision of the homeowners' association, or Tulsa County to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant or to recover damages. If the undersignee Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section II, it shall be lawful for any person or persons owning any lot situated within the subdivision or the homeowners' association to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant or to recover damages. In any judicial action brought by the homeowners' association or any lot owner, which action seeks to enforce the covenants or restrictions set forth within Section II, or Section III, or to recover damages for the breach hereof, the prevailing party shall be entitled to receive his or its reasonable attorney fees and costs and expenses incurred in such action.

B. Duration
These restrictions, to the extent permitted by applicable law, shall be perpetual but in any event shall be in force and effect for a term of not less than thirty (30) years from the date of the recording of this Deed of Dedication unless terminated or amended as hereinafter provided.

C. Amendment
The covenants contained within Section I, Public Streets, Easements and Utilities may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the lot or lots to which the amendment or termination is to be applicable and by the Tulsa Metropolitan Area Planning Commission, or its successors with the approval of Tulsa County, Oklahoma. The covenants contained within Section II, Land Use Restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the Tulsa Metropolitan Area Planning Commission, or its successors, and by the owners of more than 75% of the lots within the subdivision. The covenants within Section III, Private Building and Use Restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the Owner/Developer during such period that the Owner/Developer is the record owner of at least 5 lots within Glendale Acres II or alternatively, the covenants within Section III may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of more than 75% of the lots within the subdivision, provided however in the event of a conflict of amending or terminating instruments, the instrument executed by the Owner/Developer shall govern. The provisions of any such instrument amending or terminating covenants shall be effective from and after the date it is properly recorded.

D. Severability
Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any Court, or otherwise, shall not invalidate or affect any of the other restrictions of any part thereof as set forth herein, which shall remain in full force and effect.

SECTION VI. RESERVE AREA

A) Reserve area " A" on the attached plat is a part of the public street right-of-way and will be used for traffic calming devices and for landscaping and signage for the use and benefit of all lots in the addition and these reserve areas will be maintained by the homeowners association of " Glendale Acres II". Tulsa County shall have no liability for any damage to landscaping,including irrigation systems, occasioned by the maintenance or reconstruction of the adjoining public street. Said reserve area shall not be sold or used as a building site for a dwelling.

B) Reserve area "A" on the attached plat shall be used for landscaping for the use and the benefit of all lots in the addition and reserve area "A" will be maintained by the homeowners association of " Glendale Acres II". Said reserve area "A" shall not be sold or used as a building site for a dwelling.

SECTION VII. OVERLAND DRAINAGE EASEMENTS

A) the owner/developer does hereby grant to tulsa county, oklahoma and establish perpetual easements on, over and across those areas designated on the accompanying plat as "ode," or "overland drainage easement" for the purposes of permitting the overland flow, conveyance, and discharge of storm water runoff from the various lots within the subdivision and from properties outside the subdivision.

B) drainage facilities constructed in overland drainage easements shall be in accordance with the adopted standards of tulsa county, oklahoma, and plans and specifications caproved by the department of public works of tulsa county, oklahoma.

C)no fence, wall building or other obstruction may be placed or maintained in the overland drainage easement areas, nor shall there be any alteration of the grades or contours in the easement areas unless approved by tulsa county, oklahoma, provided, however, that the planting of turf or single trunk trees having a caliper of not less than two and one-half (2 ½) inches shall not require the approval of tulsa county, oklahoma.

D) the overland drainage easement areas and facilities located within a lot shall be maintained by the owner of the lot upon which the drainage easement is located at his cost in accordance with standards prescribed by tulsa county, oklahoma. In the event the owner of the lot over which an overland drainage easement is located should fail to properly maintain the easement area and facilities located thereon or, in the event of the placement of an obstruction within the easement area, or the alteration of the grade or contour therein, tulsa county oklahoma, or its designated contractor may enter the easement area and perform maintenance necessary to the achievement of the intended drainage functions and may remove any obstruction or correct any alteration of grade or contour, and the cost thereof shall be paid by the owner of the lot. In the event the owner fails to pay the cost of maintenance after completion of the maintenance and receipt of a statement of costs, tulsa county, oklahoma, may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against the lot of the owner. a lien established as above provided may be foreclosed by tulsa county, oklahoma.

CERTIFICATE OF SURVEY

I, R. Douglas Borden, of MileStone Surveying, L.L.C., a Registered Professional Land Surveyor, in the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "Glendale Acres II" a subdivision in Tulsa County, State of Oklahoma, is a representation of the survey made on the ground by me using accepted surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the State Board of Registration for Professional Engineers and Land Surveyors.

R. Douglas Borden, RPLS No. 1361
Registered Professional Land Surveyor

R. DOUGLAS BORDEN PLS 1361 OKLAHOMA REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

This instrument was acknowledged before me this 8 day of July 2005 by R. Douglas Borden, for the uses and purposes therein set forth.

Notary Public
My commission expires:

GAYLE BLANCHARD ROGERS COUNTY Notary Public in and for State of Oklahoma Commission # 99015213 Expires: November 06, 2007

ACCEPTANCE
Acceptance of Dedications and Approvals of the attached Plat of "Glendale Acres II"

IN WITNESS WHEREOF: K & L INVESTMENTS, LLC, an Oklahoma company, has executed this instrument this ____ day of _____, 2005

K & L INVESTMENTS, LLC
An Oklahoma Limited Liability Company

Kenneth D. Laster, Manager

Leroy Johnson, Jr., Manager

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State on 12th day of July 2005 personally appeared Kenneth D. Laster, to me known to be the identical person who subscribed

Notary Public Sallie McCormick
My commission expires:

Notary Public Oklahoma OFFICIAL SEAL SALLI MCCORMICK CREEK COUNTY COMMISSION #04002856 Comm. Exp. 03/26/2008

RECEIVED
JUL 19 2005
Tulsa Metro. Area Planning Comm.