TULSA COUNTY CLERK - JOAN HASTINGS RCPT 238724 09/03/97 11:12:12
DOC # 97081218 FEE 25.00 PGS 1 B/P 5952/0084-0084

Lot Information

THESE ADDRESSES ARE CORRECT AS OF THE DATE OF FILING OF THIS PLAT

BLOCK	LOT	STREET ADDRESS	MINIMUM PAD ELEVATION
1	1	702 W. PITTSBURG PL.	705.0
	2	706 W. PITTSBURG PL.	705.0
	3	710 W. PITTSBURG PL.	706.0
	4	802 W. PITTSBURG PL.	708.0
	5	806 W. PITTSBURG PL.	708.0
	6	810 W. PITTSBURG PL.	710.0
	7	814 W. PITTSBURG PL.	710.0
	8	902 W. PITTSBURG PL.	711.0
	9	906 W. PITTSBURG PL.	712.0
	10	910 W. PITTSBURG PL.	712.0
	11	914 W. PITTSBURG PL.	713.0
	12	918 W. PITTSBURG PL.	714.0
	13	922 W. PITTSBURG PL.	716.0
	14	926 W. PITTSBURG PL.	717.0
	15	1002 W. PITTSBURG PL.	718.0
	16	1006 W. PITTSBURG PL.	718.5
	17	1010 W. PITTSBURG PL.	719.0
	18	1014 W. PITTSBURG PL.	720.0
	19	1018 W. PITTSBURG PL.	720.0
	20	1022 W. PITTSBURG PL.	720.0
	21	1026 W. PITTSBURG PL.	720.0
	22	1030 W. PITTSBURG PL.	719.0
	23	1034 W. PITTSBURG PL.	719.0
	24	1038 W. PITTSBURG PL.	719.0
	25	1500 S. IRONWOOD AVE.	718.0
	26	1504 S. IRONWOOD AVE.	717.0
	27	1508 S. IRONWOOD AVE.	716.5
	28	1512 S. IRONWOOD AVE.	715.5
	29	1516 S. IRONWOOD AVE.	714.5
	30	1600 S. IRONWOOD AVE.	713.5
	31	1604 S. IRONWOOD AVE.	712.5
	32	1608 S. IRONWOOD AVE.	711.5
	33	1200 W. RICHMOND ST.	708.0
	34	1204 W. RICHMOND ST.	706.5
	35	1208 W. RICHMOND ST.	706.5
	36	1300 W. RICHMOND ST.	707.0
	37	1304 W. RICHMOND ST.	708.5
	38	1308 W. RICHMOND ST.	710.5
	39	1312 W. RICHMOND ST.	712.0
	40	1316 W. RICHMOND ST.	713.5
		1605 S. MAPLE AVE.	
	41	1601 S. MAPLE AVE.	715.5
		1317 W. QUINCY ST.	
	42	1313 W. QUINCY ST.	713.5
	43	1309 W. QUINCY ST.	713.0
	44	1305 W. QUINCY ST.	711.5
	45	1301 W. QUINCY ST.	711.5
	46	1209 W. QUINCY ST.	711.0
	47	1205 W. QUINCY ST.	711.0
	48	1201 W. QUINCY ST.	711.0
	49	1200 W. QUINCY ST.	711.0
	50	1204 W. QUINCY ST.	711.0
	51	1208 W. QUINCY ST.	711.0
	52	1300 W. QUINCY ST.	711.5
	53	1304 W. QUINCY ST.	711.5
	54	1308 W. QUINCY ST.	713.5
	55	1312 W. QUINCY ST.	714.5
	56	1316 W. QUINCY ST.	715.5
	57	1320 W. QUINCY ST.	716.5
	58	1400 W. QUINCY ST.	716.5
	59	1404 W. QUINCY ST.	717.0
	60	1408 W. QUINCY ST.	717.5
		1509 S. NARCISSUS AVE.	
	61	1505 S. NARCISSUS AVE.	720.5
		1411 W. PITTSBURG PL.	
	62	1407 W. PITTSBURG PL.	721.0
	63	1403 W. PITTSBURG PL.	721.5
	64	1322 W. PITTSBURG PL.	721.5
	65	1319 W. PITTSBURG PL.	721.5
	66	1315 W. PITTSBURG PL.	721.5
	67	1311 W. PITTSBURG PL.	721.0
	68	1307 W. PITTSBURG PL.	720.5
	69	1303 W. PITTSBURG PL.	720.5
	70	1207 W. PITTSBURG PL.	720.5
	71	1203 W. PITTSBURG PL.	720.5
	72	1417 S. LIONS AVE.	720.5
	73	1413 S. LIONS AVE.	720.5
	74	1409 S. LIONS AVE.	720.5
2	1	1501 S. FERN PL.	707.0
	2	1505 S. FERN PL.	706.0
	3	1509 S. FERN PL.	704.0
	4	1513 S. FERN PL.	704.0
	5	1517 S. FERN PL.	703.0
	6	1516 S. FERN PL.	703.0
	7	1512 S. FERN PL.	703.5
	8	1508 S. FERN PL.	704.0
	9	1504 S. FERN PL.	706.0
	10	1500 S. FERN PL.	708.0
	11	815 W. PITTSBURG PL. 903 W. PITTSBURG PL. 1501 S. GUM PL.	711.0
	12	1505 S. GUM PL.	709.5
	13	1509 S. GUM PL.	708.5
	14	1513 S. GUM PL.	707.0
	15	1517 S. GUM PL.	705.0
	16	917 W. QUINCY ST.	704.5
	RES.B	921 W. QUINCY ST.	N/A
3	1	1504 S. GUM PL. 919 W. PITTSBURG PL.	712.0
	2	923 W. PITTSBURG PL.	714.0
	3	927 W. PITTSBURG PL.	715.0
	4	1001 W. PITTSBURG PL.	716.0
	5	1005 W. PITTSBURG PL.	717.0
	6	1009 W. PITTSBURG PL.	717.5
	7	1013 W. PITTSBURG PL.	718.0
	8	1017 W. PITTSBURG PL.	719.0
	9	1021 W. PITTSBURG PL.	719.0
	10	1025 W. PITTSBURG PL.	719.0
	11	1029 W. PITTSBURG PL. 1505 S. IRONWOOD AVE.	717.5
	12	1509 S. IRONWOOD AVE. 1028 W. QUINCY ST.	715.0
	13	1024 W. QUINCY ST.	714.5
	14	1020 W. QUINCY ST.	714.0
	15	1016 W. QUINCY ST.	714.0
	16	1012 W. QUINCY ST.	714.0
	17	1008 W. QUINCY ST.	712.5
	18	1004 W. QUINCY ST.	712.0
	19	1000 W. QUINCY ST.	710.0
	20	928 W. QUINCY ST.	708.5
	21	924 W. QUINCY ST.	707.0
	22	920 W. QUINCY ST. 1508 W. PITTSBURG PL.	706.5
4	1	925 W. QUINCY ST.	709.5
	2	1001 W. SAN ANTONIO ST.	709.0
	3	1005 W. SAN ANTONIO ST.	709.0
	4	1009 W. SAN ANTONIO ST.	708.0
	5	1013 W. SAN ANTONIO ST.	707.5
	6	1017 W. SAN ANTONIO ST.	707.0
	7	1021 W. SAN ANTONIO ST.	706.5
	8	1101 W. SAN ANTONIO ST.	706.0
	9	1105 W. SAN ANTONIO ST.	705.5
	10	1109 W. SAN ANTONIO ST.	705.5
	11	1113 W. SAN ANTONIO ST.	705.0
	12	1117 W. SAN ANTONIO ST.	704.0
	13	1121 W. SAN ANTONIO ST.	703.5
	14	1201 W. SAN ANTONIO ST.	703.5
	15	1205 W. SAN ANTONIO ST.	703.0
	16	1209 W. SAN ANTONIO ST.	703.5
	17	1213 W. SAN ANTONIO ST. 1801 S. LIONS AVE.	704.0
	18	1805 S. LIONS AVE.	704.0
	19	1809 S. LIONS AVE.	703.5
5	1	1000 W. SAN ANTONIO ST. 1009 W. QUINCY ST.	712.0
	2	1013 W. QUINCY ST.	713.0
	3	1017 W. QUINCY ST.	713.5
	4	1021 W. QUINCY ST.	714.0
	5	1025 W. QUINCY ST. 1605 S. IRONWOOD AVE.	712.5
	6	1609 S. IRONWOOD AVE.	711.5
	7	1613 S. IRONWOOD AVE.	711.0
	8	1617 S. IRONWOOD AVE.	710.0
	9	1621 S. IRONWOOD AVE.	709.0
	10	1201 W. RICHMOND ST.	707.5
	11	1205 W. RICHMOND ST.	707.5
	12	1209 W. RICHMOND ST. 1701 S. LIONS AVE.	707.5
	13	1705 S. LIONS AVE.	706.5
	14	1709 S. LIONS AVE.	706.0
	15	1713 S. LIONS AVE.	705.5
5	16	1717 S. LIONS AVE. 1212 W. SAN ANTONIO ST.	704.0
	17	1208 W. SAN ANTONIO ST.	703.5
	18	1204 W. SAN ANTONIO ST.	703.5
	19	1200 W. SAN ANTONIO ST.	704.0
	20	1112 W. SAN ANTONIO ST.	705.0
	21	1108 W. SAN ANTONIO ST.	706.0
	22	1104 W. SAN ANTONIO ST.	706.0
	23	1100 W. SAN ANTONIO ST.	706.0
	24	1016 W. SAN ANTONIO ST.	707.0
	25	1012 W. SAN ANTONIO ST.	708.0
	26	1008 W. SAN ANTONIO ST.	709.0
6	1	1307 W. RICHMOND ST. 1700 S. LIONS AVE.	708.0
	2	1704 S. LIONS AVE.	708.0
	3	1708 S. LIONS AVE.	708.0
	4	1712 S. LIONS AVE.	708.0
	5	1716 S. LIONS AVE.	706.0
	6	1720 S. LIONS AVE.	706.0
	7	1800 S. LIONS AVE.	706.0
	8	1804 S. LIONS AVE.	706.0
	9	1801 S. MAPLE AVE.	713.0
	10	1725 S. MAPLE AVE.	713.5
	11	1721 S. MAPLE AVE.	714.0
	12	1717 S. MAPLE AVE.	714.0
	13	1713 S. MAPLE AVE.	714.0
	14	1709 S. MAPLE AVE.	714.0
	15	1705 S. MAPLE AVE.	714.0
	16	1701 S. MAPLE AVE. 1311 W. RICHMOND ST.	714.0
7	1	1405 W. QUINCY ST. 1600 S. MAPLE AVE.	715.5
	2	1604 S. MAPLE AVE.	715.0
	3	1608 S. MAPLE AVE.	715.0
	4	1612 S. MAPLE AVE.	715.0
	5	1616 S. MAPLE AVE.	715.0
	6	1700 S. MAPLE AVE.	715.0
	7	1704 S. MAPLE AVE.	715.0
	8	1708 S. MAPLE AVE.	715.0
	9	1712 S. MAPLE AVE.	715.0
	10	1716 S. MAPLE AVE. 1404 W. SAN ANTONIO ST.	714.0
	11	1408 W. SAN ANTONIO ST. 1717 S. NARCISSUS AVE.	718.0
	12	1713 S. NARCISSUS AVE.	719.0
	13	1709 S. NARCISSUS AVE.	719.0
	14	1705 S. NARCISSUS AVE.	719.0
	15	1701 S. NARCISSUS AVE.	719.0
	16	1617 S. NARCISSUS AVE.	719.0
	17	1613 S. NARCISSUS AVE.	718.5
	18	1609 S. NARCISSUS AVE.	718.0
	19	1605 S. NARCISSUS AVE.	717.5
	20	1601 S. NARCISSUS AVE. 1409 W. QUINCY ST.	717.0
8	1	1800 S. MAPLE AVE. 1401 W. SAN ANTONIO ST.	715.0
	2	1405 W. SAN ANTONIO ST.	716.5
	3	1409 W. SAN ANTONIO ST.	717.0
	4	1413 W. SAN ANTONIO ST.	717.5
	5	1417 W. SAN ANTONIO ST.	718.5
8	6	1724 S. NARCISSUS AVE.	718.5
	7	1720 S. NARCISSUS AVE.	719.0
	8	1716 S. NARCISSUS AVE.	719.0
	9	1712 S. NARCISSUS AVE.	719.0
	10	1708 S. NARCISSUS AVE.	719.0
	11	1704 S. NARCISSUS AVE.	719.0
	12	1700 S. NARCISSUS AVE.	719.0
	13	1612 S. NARCISSUS AVE.	719.0
	14	1608 S. NARCISSUS AVE.	719.0
	15	1604 S. NARCISSUS AVE.	718.5
	16	1600 S. NARCISSUS AVE. 1421 W. QUINCY ST.	718.0
9	1	1420 W. QUINCY ST. 1516 S. NARCISSUS AVE.	717.5
	2	1512 S. NARCISSUS AVE.	718.5
	3	1508 S. NARCISSUS AVE.	719.5
	4	1504 S. NARCISSUS AVE.	720.0
	5	1500 S. NARCISSUS AVE.	720.5
	6	1418 W. PITTSBURG PL.	720.5
	7	1414 W. PITTSBURG PL.	721.0
	8	1410 W. PITTSBURG PL.	721.5
	9	1406 W. PITTSBURG PL.	722.0
	10	1402 W. PITTSBURG PL.	722.0
	11	1322 W. PITTSBURG PL.	721.5
	12	1318 W. PITTSBURG PL.	721.5
	13	1314 W. PITTSBURG PL.	721.5
	14	1310 W. PITTSBURG PL.	721.5
	15	1306 W. PITTSBURG PL.	721.0
	16	1302 W. PITTSBURG PL.	720.5
		1404 S. LIONS AVE.	

Curve Information

CURVE NO.	LENGTH(L)	RADIUS(R)	DELTA(Δ)
1	39.27'	25.00'	90°00'00"
2	30.77'	25.00'	70°31'44"
3	39.02'	25.00'	89°26'11"
4	39.77'	25.00'	91°08'23"
5	21.03'	25.00'	48°11'23"
6	36.68'	25.00'	84°04'29"
7	39.71'	25.00'	91°00'57"
8	21.05'	25.00'	48°15'16"
9	34.20'	25.00'	78°22'15"
10	47.33'	25.00'	108°28'26"
11	33.56'	25.00'	76°47'13"
12	72.63'	175.00'	23°46'43"
13	48.01'	225.00'	12°13'30"
14	38.80'	25.00'	88°55'52"
15	40.27'	25.00'	92°17'56"
16	77.77'	4685.00'	0°57'04"
17	112.33'	5315.00'	1°12'39"
18	107.70'	5265.00'	1°10'19"

CURVE NO.	LENGTH(L)	RADIUS(R)	DELTA(Δ)
19	38.38'	25.00'	87°57'39"
20	40.18'	25.00'	92°04'41"
21	39.72'	25.00'	91°01'16"
22	38.33'	25.00'	87°50'38"
23	20.89'	25.00'	47°52'18"
24	21.17'	25.00'	48°30'45"
25	34.49'	255.95'	7°43'14"
26	35.90'	25.00'	82°16'46"
27	43.89'	25.00'	100°35'55"
28	64.74'	350.00'	10°35'55"
29	49.00'	25.00'	112°17'57"
30	92.16'	237.40'	22°14'33"
31	99.22'	223.00'	25°29'31"
32	56.24'	50.00'	64°27'04"
33	16.09'	25.00'	36°52'12"
34	40.58'	25.00'	92°59'29"
35	21.97'	25.00'	50°21'08"

Building Permit Note *

LOTS 5R, 6R, 7R, 15R AND 16R, BLOCK 2; LOTS 4R, 5R, 14R, 15R AND 16R, BLOCK 4; AND LOTS 14R, 15R, 16R AND 17R, BLOCK 5 ARE RESERVED FOR FUTURE USE AS SINGLE FAMILY RESIDENTIAL LOTS. NO BUILDING PERMIT SHALL BE ISSUED FOR THE AFOREMENTIONED LOTS UNTIL THE OFFICE OF THE CITY ENGINEER, CITY OF BROKEN ARROW, STATE OF OKLAHOMA SHALL HAVE DETERMINED THAT ANY OR ALL OF THE AFOREMENTIONED LOTS IS IN COMPLIANCE WITH APPLICABLE DRAINAGE ORDINANCES AND REGULATIONS. UPON THE RECORDING OF A CERTIFICATION OF SUCH DETERMINATION OF COMPLIANCE BY THE OFFICE OF THE CITY ENGINEER, SAID LOTS SHALL THEREAFTER BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS.

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 $ 156.00 per trust receipt no. 72033 to be applied to 19 97 taxes. This certificate is not to be construed as payment of 19 97 taxes in full but is given in order that this plat may be filed of record 19 97 taxes could exceed the amount of the security deposit.

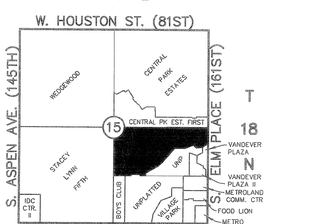
Dated Sept 3 19 97

Dennis Semler
Tulsa County Treasurer
by Tatyana Jackson
Deputy

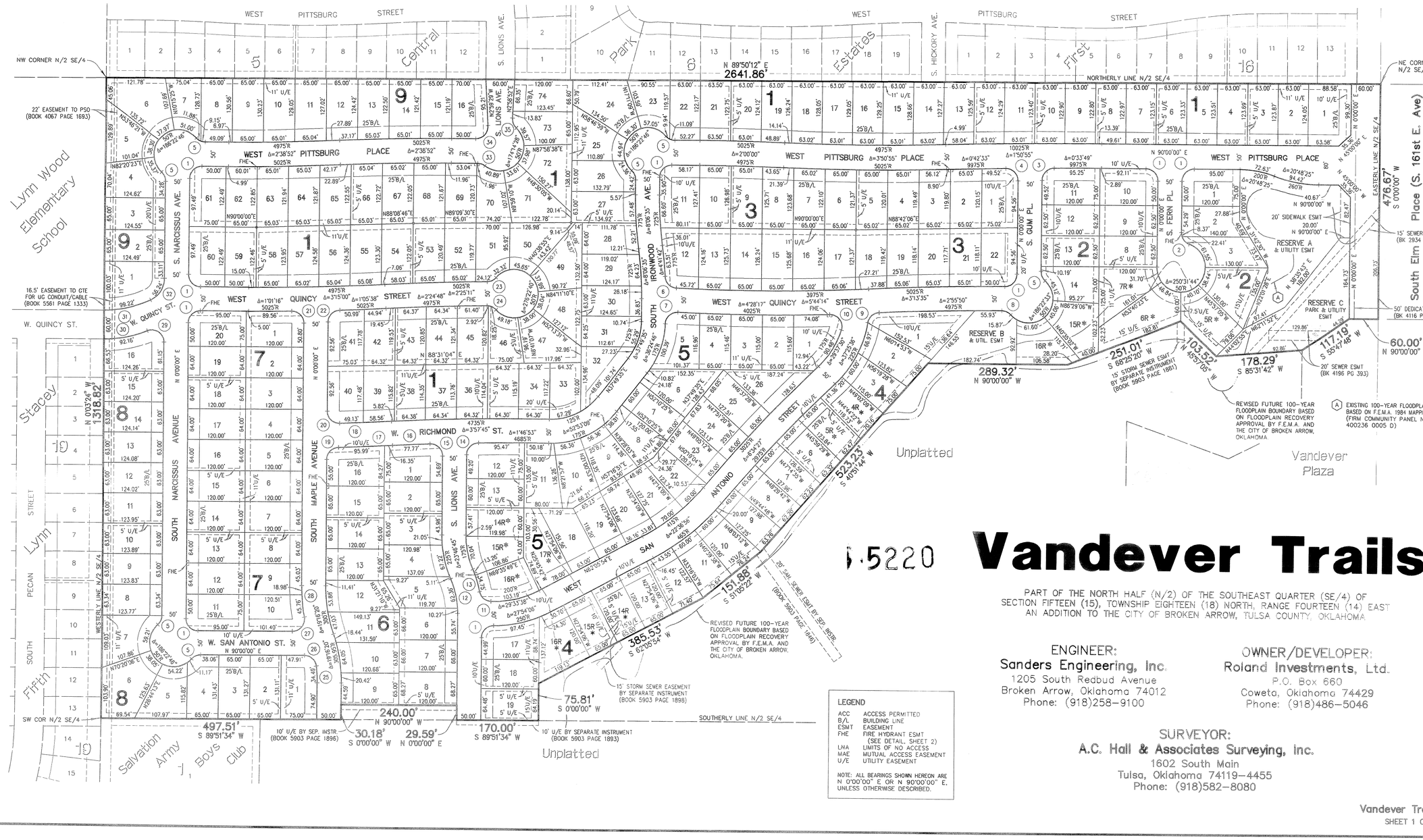
Scale: 1"=100'

SUBDIVISION CONTAINS
TWO-HUNDRED TWENTY-FIVE (225) LOTS
IN NINE (9) BLOCKS

GROSS SUBDIVISION AREA: 56.746 ACRES



Location Map
SCALE: 1"=2000'



LEGEND

ACC	ACCESS PERMITTED
B/L	BUILDING LINE
ESMT	EASEMENT
FHE	FIRE HYDRANT ESMT (SEE DETAIL, SHEET 2)
LNA	LIMITS OF NO ACCESS
MAE	MUTUAL ACCESS EASEMENT
U/E	UTILITY EASEMENT

NOTE: ALL BEARINGS SHOWN HEREON ARE N 0°00'00" E OR N 90°00'00" E, UNLESS OTHERWISE DESCRIBED.

1-5220

Vandever Trails

PART OF THE NORTH HALF (N/2) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION FIFTEEN (15), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

ENGINEER:
Sanders Engineering, Inc.
1205 South Redbud Avenue
Broken Arrow, Oklahoma 74012
Phone: (918)258-9100

OWNER/DEVELOPER:
Roland Investments, Ltd.
P.O. Box 660
Coweta, Oklahoma 74429
Phone: (918)486-5046

SURVEYOR:
A.C. Hall & Associates Surveying, Inc.
1602 South Main
Tulsa, Oklahoma 74119-4455
Phone: (918)582-8080

Vandever Trails
SHEET 1 OF 2

E:\ACAD\PROJECTS\SANDERS\6207\6207FP1 Tue Aug 12 22:30:05 1997 Sanders Engineering, Inc. (CA No. 7319)
6207FP1 PREPARED BY: LAND GRAPHIC TECHNOLOGIES 1997

Vandever Trails

PART OF THE NORTH HALF (N/2) OF THE SOUTHEAST QUARTER (SE/4) OF
SECTION FIFTEEN (15), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST
AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

Deed of Dedication

KNOW ALL MEN BY THESE PRESENTS:

THAT ROLAND INVESTMENTS, LTD., AN OKLAHOMA CORPORATION, HEREINAFTER SOMETIMES CALLED "OWNER", IS THE OWNER IN FEE SIMPLE OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND BEING PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER (N/2 SE/4) OF SECTION FIFTEEN (15), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID N/2 SE/4; THENCE SOUTH 0°00'00" WEST ALONG THE EASTERLY LINE OF THE N/2 SE/4, FOR A DISTANCE OF 476.67 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF "VANDEVER PLAZA", AN ADDITION TO THE CITY OF BROKEN ARROW, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT #5079); THENCE NORTH 90°00'00" WEST ALONG THE NORTHERLY LINE OF SAID VANDEVER PLAZA, FOR A DISTANCE OF 60.00 FEET TO A POINT; THENCE SOUTH 55°47'48" WEST AND CONTINUING ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 117.19 FEET TO A POINT;

THENCE SOUTH 85°31'42" WEST FOR A DISTANCE OF 178.29 FEET TO A POINT; THENCE NORTH 45°57'05" WEST FOR A DISTANCE OF 103.52 FEET TO A POINT; THENCE SOUTH 68°25'20" WEST FOR A DISTANCE OF 251.01 FEET TO A POINT; THENCE NORTH 90°00'00" WEST FOR A DISTANCE OF 289.32 FEET TO A POINT; THENCE SOUTH 40°51'44" WEST FOR A DISTANCE OF 523.23 FEET TO A POINT; THENCE SOUTH 51°05'22" WEST FOR A DISTANCE OF 151.88 FEET TO A POINT; THENCE SOUTH 62°05'54" WEST FOR A DISTANCE OF 385.53 FEET TO A POINT; THENCE SOUTH 0°00'00" WEST FOR A DISTANCE OF 75.81 FEET TO A POINT ON THE SOUTHERLY LINE OF THE N/2 SE/4; THENCE SOUTH 89°51'34" WEST ALONG SAID SOUTHERLY LINE, FOR A DISTANCE OF 170.00 FEET TO A POINT; THENCE NORTH 0°00'00" EAST FOR A DISTANCE OF 29.59 FEET TO A POINT; THENCE NORTH 90°00'00" WEST FOR A DISTANCE OF 240.00 FEET TO A POINT; THENCE SOUTH 0°00'00" WEST FOR A DISTANCE OF 30.18 FEET TO A POINT ON THE SOUTHERLY LINE OF THE N/2 SE/4;

THENCE SOUTH 89°51'34" WEST ALONG SAID SOUTHERLY LINE, FOR A DISTANCE OF 497.51 FEET TO A POINT ON THE EASTERLY LINE OF "STACEY LYNN FIFTH", AN ADDITION TO THE CITY OF BROKEN ARROW, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT #3300), SAID POINT BEING THE SOUTHWEST CORNER OF THE N/2 SE/4; THENCE NORTH 0°03'24" WEST ALONG SAID EASTERLY LINE OF "STACEY LYNN FIFTH" AND THE WESTERLY LINE OF THE N/2 SE/4, FOR A DISTANCE OF 1318.82 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF THE N/2 SE/4 AND THE SOUTHWEST CORNER OF "CENTRAL PARK ESTATES FIRST", AN ADDITION TO THE CITY OF BROKEN ARROW, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT #3756); THENCE NORTH 89°50'12" EAST ALONG THE NORTHERLY LINE OF THE N/2 SE/4 AND THE SOUTHERLY LINE OF "CENTRAL PARK ESTATES FIRST", FOR A DISTANCE OF 2641.86 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 2,471,865.7 SQUARE FEET, OR 56.746 ACRES.

THE OWNER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO TWO-HUNDRED TWENTY-FIVE (225) LOTS, NINE (9) BLOCKS, THREE (3) RESERVES, AND STREETS AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER HAS GIVEN TO SAID PLAT THE NAME OF "VANDEVER TRAILS", AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA,

LOTS 5R, 6R, 7R, 15R AND 16R, BLOCK 2; LOTS 4R, 5R, 14R, 15R AND 16R, BLOCK 4; AND LOTS 14R, 15R, 16R AND 17R, BLOCK 5 ARE RESERVED FOR FUTURE USE AS SINGLE FAMILY RESIDENTIAL LOTS. NO BUILDING PERMIT SHALL BE ISSUED FOR THE AFOREMENTIONED LOTS UNTIL THE OFFICE OF THE CITY ENGINEER, CITY OF BROKEN ARROW, STATE OF OKLAHOMA SHALL HAVE DETERMINED THAT ANY OR ALL OF THE AFOREMENTIONED LOTS IS IN COMPLIANCE WITH APPLICABLE DRAINAGE ORDINANCES AND REGULATIONS. UPON THE RECORDING OF A CERTIFICATION OF SUCH DETERMINATION OF COMPLIANCE BY THE OFFICE OF THE CITY ENGINEER, SAID LOTS SHALL THEREAFTER BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS.

NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF "VANDEVER TRAILS" AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEES AND ASSIGNS, THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I BELOW, WITH RESPECT TO SUCH COVENANTS ONLY, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER OR OWNERS OF ANY PROPERTY WITHIN "VANDEVER TRAILS" AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I BELOW, WITH RESPECT TO SUCH COVENANTS ONLY.

SECTION I. STREETS AND UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE FOREVER THE STREETS, RIGHTS-OF-WAY, UTILITY EASEMENTS, AND 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 STORM AND SANITARY SEWERS, TELEPHONE LINES, CABLE TELEVISION LINES, ELECTRIC POWER 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 ANY OTHER APPURTENANCES THERETO, WITH RIGHT OF INGRESS AND EGRESS TO SAID EASEMENTS FOR THE USES AND PURPOSES AFORESAID; PROVIDED, HOWEVER, 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 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;

LANDSCAPE REPAIR WITHIN RESTRICTED WATER LINE, SEWER LINE, UTILITY EASEMENTS OR RESERVE AREAS AS A RESULT OF WATER OR SEWER LINE OR OTHER UTILITY REPAIRS DUE TO BREAKS AND FAILURES SHALL BE BORNE BY THE OWNERS OF THE LOTS. DRIVEWAYS SHALL BE REPLACED BY THE CITY UNLESS REPAIRS ARE DUE TO NEGLIGENT ACTIVITIES OF THE LOT OWNER. NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTIONS, THAT WILL INTERFERE WITH THE AFORESAID SHALL BE PLACED, ERECTED, INSTALLED OR PERMITTED UPON THE EASEMENT-WAYS OR RIGHT-OF-WAY AS SHOWN.

A. ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES

1. OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION MAY BE LOCATED ALONG THE NORTH AND WEST BOUNDARIES IN THE EASEMENT AREAS RESERVED 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 SUCH EASEMENT-WAYS AND STREETS.

2. ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICE MAY BE UNDERGROUND SERVICE LINES AND/OR CABLES TO ALL BUILDINGS PROVIDED THAT UPON THE INSTALLATION OF SUCH SERVICE LINE OR CABLE TO A PARTICULAR BUILDING, THE SUPPLIER OF SAID 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 LINE OR CABLE, EXTENDING FROM THE POLE, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID BUILDING, THE OWNER OF EACH LOT MAY GRANT ADDITIONAL EASEMENTS AS NEEDED FOR ABOVE SAID SERVICES.

3. THE SUPPLIERS OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES, THROUGH THEIR 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 FACILITIES SO INSTALLED BY THEM.

4. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDER-GROUND ELECTRIC, TELEPHONE AND CABLE TELEVISION FACILITIES LOCATED ON HIS PROPERTY, AND SHALL PREVENT THE ALTERATIONS OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID FACIILITIES. THE RESPECTIVE COMPANIES WILL BE RESPONSIBLE FOR ORDINARY MAINTE-NANCE OF THE SAID UNDERGROUND FACILITIES, 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 HIS AGENT OR CONTRACTORS.

5. THE FOREGOING COVENANTS AND RESTRICTIONS CONCERNING ELECTRIC, TELEPHONE AND CABLE TELEVISION FACILITIES SHALL BE ENFORCEABLE BY THE VARIOUS AND RESPECTIVE SUPPLIERS OF SUCH SERVICES, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

B. WATER AND SANITARY SEWER SERVICE

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND OF THE PUBLIC SANITARY SEWER FACILITIES LOCATED ON HIS 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 AND/OR PUBLIC SANITARY SEWER FACILITIES. SAID ALTERATION OF GRADE RESTRICTIONS SHALL BE LIMITED TO EASEMENT AREAS.

2. THE CITY OF BROKEN ARROW OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS AND PUBLIC SANITARY SEWER FACILITIES, 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 CITY OF BROKEN ARROW OR ITS SUCCESSORS, 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 AND SEWER FACILITIES.

4. THE FOREGOING COVENANTS AND RESTRICTIONS CONCERNING WATER AND SANITARY SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

C. GAS SERVICE

1. THE SUPPLIERS OF GAS SERVICE, THROUGH THEIR 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 FACILITIES SO INSTALLED BY THEM.

2. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON HIS PROPERTY, AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID FACILITIES. THE COMPANIES WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE UNDERGROUND FACILITIES, 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 FOREGOING COVENANTS AND RESTRICTIONS CONCERNING UNDERGROUND GAS FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIERS OF SAID SERVICES, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

D. LIMITS OF NO ACCESS

1. THE 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 CITY OF BROKEN ARROW OR ITS SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

E. STORM SEWER

1. THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO THE UTILITY EASEMENTS AND RESERVE AREA FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING AND REPLACING ANY PORTION OF THE UNDERGROUND STORM SEWER SYSTEM.

2. NO FENCE, WALL, OR BUILDING WHICH WOULD CAUSE AN OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE DRAINAGE EASEMENT AREA, AND ANY CONSTRUCTION ACTIVITY WHICH WOULD INTER-FERE WITH THE STORM SEWER SYSTEM SHALL BE PROHIBITED.

3. THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTE-NANCE OF THE PUBLIC STORM SEWER SYSTEM, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH SYSTEM CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF EACH LOT OR ITS AGENTS OR CONTRACTORS.

4. THE FOREGOING COVENANTS AND RESTRICTIONS CONCERNING THE PUBLIC STORM SEWER SYSTEM SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OR ITS SUCCESSOR, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

F. RESERVES "A", "B" AND "C": OPEN SPACE AND UTILITY EASEMENT

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE LOTS WITHIN "VANDEVER TRAILS" AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA (HEREINAFTER REFERRED TO AS THE "CITY"), THE OWNER HEREIN ESTABLISHES AND GRANTS A PERPETUAL EASEMENT ON, OVER, AND ACROSS THE AREA DESIGNATED ON THE ACCOMPANYING PLAT AS RESERVES "A", "B" AND "C" FOR THE PURPOSES SET FORTH IN SECTION I OF THIS DEED OF DEDICATION AND FOR THE FURTHER PURPOSES OF PERMITTING THE FLOW, CONVEYANCE AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN "VANDEVER TRAILS". RESERVES "A" AND "B" SHALL BE OWNED, DEVELOPED AND MAINTAINED BY THE OWNERS OF THE LOTS WITHIN "VANDEVER TRAILS" AS HEREINAFTER SPECIFIED. RESERVE "C" SHALL BE CONVEYED TO THE CITY OF BROKEN ARROW FOR USE AS LINEAR PARK DEVELOPMENT AND UTILITY EASEMENT.

2. NO WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN RESERVES "A" AND "B", NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN SAID RESERVES AFTER DRAINAGE FACILITIES ARE CONSTRUCTED UNLESS APPROVED BY THE CITY; PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF NOT LESS THAN 2-1/2 INCHES AND CUSTOMARY PLAYGROUND EQUIPMENT SHALL NOT REQUIRE THE APPROVAL OF THE CITY. SPLIT-RAIL FENCING MAY BE PLACED IN RESERVES UPON APPROVAL BY THE ARCHITECTURAL COMMITTEE.

3. THE PUBLIC UTILITIES LOCATED WITHIN RESERVES "A", "B" AND "C" SHALL BE MAINTAINED BY THE CITY AT ITS EXPENSE, AND THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS; PROVIDED, HOWEVER, ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN RESERVES "A" AND "B" SHALL BE THE OBLIGATION OF A HOMEOWNERS' ASSOCIATION, HEREINAFTER REFERRED TO AS THE "ASSOCIATION", WHOSE MEMBERSHIP SHALL CONSIST OF THE OWNERS OF LOTS WITHIN "VANDEVER TRAILS". GROUNDS MAINTENANCE BY THE ASSOCIATION SHALL BE AT ITS COST, AND SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

A. THE RESERVE AND EASEMENT AREAS SHALL BE KEPT FREE OF LITTER; AND

B. THE RESERVE AND EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.

4. IN THE EVENT THE ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE RESERVE AND EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OR ITS DESIGNATED CONTRACTOR MAY ENTER THE RESERVE AND EASEMENT AREAS AND PERFORM SUCH GROUNDS MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE ASSOCIATION.

5. IN THE EVENT THE ASSOCIATION FAILS TO PAY THE COST OF THE GROUNDS MAINTENANCE AFTER COMPLETION OF SUCH MAINTENANCE BY THE CITY AND RECEIPT OF A STATEMENT OF COSTS, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH OF THE LOTS WITHIN "VANDEVER TRAILS"; PROVIDED, HOWEVER, THE LIEN AGAINST EACH LOT SHALL NOT EXCEED 1/225TH OF THE COST OF MAINTENANCE. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY IN THE MANNER PROVIDED FOR THE FORECLOSURE OF LIENS UNDER TITLE 42, O.S. §171, ET SEQ.

6. THE COVENANTS ABOVE SET FORTH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BOTH BURDEN AND BENEFIT THE LOTS WITHIN "VANDEVER TRAILS", AND SHALL BE BINDING UPON AND ENFORCEABLE BY THE ASSOCIATION AND THE OWNERS OF THE LOTS WITHIN "VANDEVER TRAILS" AND THEIR SUCCESSORS IN TITLE, AND SHALL BENEFIT AND BE ENFORCEABLE BY THE CITY.

7. THE DRAINAGE AND UTILITY EASEMENTS ABOVE GRANTED (RESERVES "A" AND "B") OR ANY PART THEREOF MAY BE TERMINATED, RELEASED, CANCELLED UPON RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA.

8. NOTHING ABOVE SET FORTH SHALL MODIFY THE OBLIGATION OF THE CITY AND THE SUPPLIER OF ANY UTILITY SERVICE FOR MAINTENANCE OF ANY WATER, SEWER, SANITARY, OR OTHER PUBLIC UTILITY FACILITY THAT MAY NOW OR HEREAFTER BE LOCATED WITHIN RESERVES "A", "B" AND "C" PURSUANT TO THE GRANT WITHIN SECTION I OF THIS DEED OF DEDICATION OF A GENERAL UTILITY EASEMENT ON, OVER AND ACROSS RESERVES "A", "B" AND "C".

SECTION II. RESTRICTIVE COVENANTS

A. ARCHITECTURAL COMMITTEE AND CONSTRUCTION STANDARDS. AN ARCHITECTURAL COMMITTEE WILL BE FORMED TO REVIEW AND APPROVE ANY STRUCTURE TO BE BUILT ON ANY LOT AND SHALL ALSO BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED HEREIN. ROLAND INVESTMENTS, LTD., THE DEVELOPER, ITS SUCCESSORS, ASSIGNS OR APPOINTEES ARE HEREAFTER REFERRED TO AS THE ARCHITECTURAL COMMITTEE. AT A TIME MUTUALLY AGREEABLE TO THE HOMEOWNER'S ASSOCIATION AND THE DEVELOPER, A DULY ELECTED ARCHITECTURAL COMMITTEE SHALL BE FORMED CONSISTING OF MEMBERS OF THE ASSOCIATION.

B. ALL LOTS IN THE ADDITION SHALL BE RESIDENTIAL LOTS, AND SHALL BE USED FOR RESIDENTIAL PURPOSES ONLY. NO STRUCTURE SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY RESIDENTIAL LOT OTHER THAN ONE SINGLE-FAMILY DWELLING. THE OWNER OR HIS DESIGNATED AGENT RESERVES THE RIGHT TO REVIEW AND APPROVE BUILDER'S PLANS PRIOR TO COMMENCING CONSTRUCTION OF ANY SINGLE-FAMILY DWELLING. RESERVES "A" AND "B" SHALL BE LIMITED TO USE FOR OPEN SPACE, LANDSCAPING, RECREATION AND PARKING, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNER'S ASSOCIATION TO BE FORMED PURSUANT TO SECTION III HEREOF.

C. NO BUILDING SHALL BE LOCATED NEARER TO THE FRONT LOT LINE, NOR NEARER TO THE SIDE STREET LINE THAN 25 FEET OR THE BUILDING LINES SHOWN ON THE RECORDED PLAT; AND IN ANY EVENT, NO BUILDING SHALL BE LOCATED NEARER THAN FIVE (5) FEET TO ANY SIDE LOT LINE AND BOTH SIDE LINES SHALL TOTAL NOT LESS THAN FIFTEEN (15) FEET.

D. NO BUSINESS, TRADE OR ACTIVITY MAY BE CARRIED ON UPON ANY RESIDENTIAL LOT. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY RESIDENTIAL LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

E. NO DWELLING SHALL BE ERECTED OR PLACED ON ANY RESIDENTIAL LOT WHICH HAS A FLOOR AREA OF LESS THAN 1,200 SQUARE FEET, MEASURED OVER EXTERIOR MASONRY WALLS, EXCLUDING GARAGES AND OPEN PORCHES. NO STRUCTURE SHALL BE ERECTED OR PLACED ON ANY RESIDENTIAL LOT WHICH HAS AN EXTERIOR WALL AREA CONSTRUCTED OF LESS THAN 25% MASONRY OR MASONRY VENEER. DOORS, WINDOWS AND GABLE AREAS SHALL BE EXCLUDED IN SAID 25% COMPUTATION.

F. ROOFING SHALL BE SELF-SEALING COMPOSITION ROOFING SHINGLES, NOT LESS THAN 225#, "HERITAGE II WEATHERED WOOD", PROVIDED HOWEVER, THAT SHOULD SUCH ROOFING NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING OF COMPARABLE QUALITY SIMULATING WEATHERED WOOD MAY BE PERMITTED BY THE ARCHITECTURAL COMMITTEE.

G. NO FENCES SHALL BE INSTALLED ON THE FRONT PORTION OF ANY RESIDENTIAL LOT IN THE ADDITION BETWEEN THE FRONT LINE AND THE BUILDING SET BACK LINE AND NO FENCE ON ANY RESIDENTIAL LOT SHALL BE MORE THAN SIX (6) FEET IN HEIGHT.

H. NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUT-BUILDINGS SHALL BE PLACED OR ERECTED ON ANY RESIDENTIAL LOT, EITHER TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF A TEMPORARY NATURE OR CHARACTER BE USED AS A RESIDENCE. NO MODULAR, MANUFACTURED OR MOBILE HOMES SHALL BE PERMITTED IN THIS ADDITION.

I. NO INOPERATIVE VEHICLES OF ANY KIND SHALL BE STORED ON ANY LOT; AND, NO TRAILER, MOTOR HOME, BOAT TRAILER, OR TRAVEL TRAILER SHALL BE LOCATED, PARKED, OR STORED ON ANY STREET, OR ON ANY LOT, EXCEPT WHOLLY WITHIN A GARAGE, OR APPROPRIATELY SCREENED FROM VIEW FROM ANY STREET, PROVIDED NOTHING HEREIN SHALL PROHIBIT THE PARKING OF CUSTOMARY PASSENGER VEHICLES ON THE SURFACED DRIVEWAY.

J. NO ANIMALS, INCLUDING FOWLS, SHALL BE RAISED, BRED OR KEPT ON ANY RESIDENTIAL LOT AT ANY TIME, EXCEPT THAT NOT MORE THAN TWO (2) EACH OF ANY COMMON HOUSEHOLD PET (WHICH ARE NOT USED, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE) MAY BE KEPT. ALL HOUSE-HOLD PETS MUST BE KEPT FENCED OR LEASHED.

K. THE DEVELOPERS OF "VANDEVER TRAILS" RESERVE THE RIGHT IN THEIR SOLE DISCRETION AND WITHOUT JOINDER OF ANY OWNER AT ANY TIME SO LONG AS IT IS THE OWNER OF ANY LOT OR PART THEREOF TO AMEND, REVISE OR ABOLISH ANY ONE OR MORE OF THE ABOVE COVENANTS AND RESTRICTIONS BY INSTRUMENT DULY EXECUTED AND ACKNOWLEDGED BY THEM AS DEVELOPERS AND FILED IN THE COUNTY CLERK'S OFFICE IN THE COURT HOUSE OF TULSA COUNTY, OKLAHOMA.

SECTION III. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION
THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED THE "VANDEVER TRAILS" 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 "VANDEVER TRAILS".

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 THE LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CON-STITUTE 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 AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFOR, 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 PRIOR TO THE CONVEYANCE OF A LOT WITHIN "VANDEVER TRAILS". 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. CERTAIN 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 IV. TERM, AMENDMENT AND ENFORCEMENT

A. THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL BE COVENANTS AND RESTRICTIONS WHICH SHALL RUN WITH THE LAND AND WHICH SHALL BE BINDING UPON AND ENFORCEABLE BY THE OWNER, ITS SUCCESSORS, GRANTEES AND ASSIGNS, BY THE BENEFICIARIES OF THE COVENANTS SET FORTH WITH RESPECT TO SUCH COVENANTS ONLY, AND BY THE CITY OF BROKEN ARROW, OKLAHOMA, UNTIL JANUARY 1, 2017, AT WHICH TIME SUCH COVENANTS AND RESTRICTIONS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS, UNLESS BY A MAJORITY VOTE OF THE THEN OWNERS OF THE LAND WITHIN "VANDEVER TRAILS" IT IS AGREED, WITH APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, TO TERMINATE SUCH COVENANTS AND RESTRICTIONS IN WHOLE OR IN PART; PROVIDED, HOWEVER, SUCH COVENANTS AND RESTRICTIONS MAY BE AMENDED OR MODIFIED AT ANY TIME BY A MAJORITY VOTE OF THE THEN OWNERS OF THE LAND WITHIN "VANDEVER TRAILS" WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA.

B. IN THE EVENT THE UNDERSIGNED OWNER OR ANY OF ITS SUCCESSORS, GRANTEES, OR ASSIGNS, OR ANY PERSON CLAIMING UNDER THEM, SHALL VIOLATE OR BREACH ANY OF THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN OR IMPOSED HEREBY, ANY PERSON OR PERSONS OWNING AN INTEREST WITHIN "VANDEVER TRAILS", THE BENEFICIARIES OF THE COVENANTS AS SET FORTH WITH RESPECT TO SUCH COVENANTS ONLY, OR THE CITY OF BROKEN ARROW, OKLAHOMA, SHALL HAVE THE RIGHT TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS ATTEMPTING TO VIOLATE ANY OF S