Tulsa County Clerk - JOAN HASTINGS
Doc# 00114129 Pgs 1 B/P 6433/0849-0849
Receipt # 473660 10/25/00 10:46:17
Fee 25.00
00047366001

Vandever Trails II

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

ENGINEER:
Sanders Engineering, Inc.
Robert David Sanders, P.E.
11502 South 66th East Avenue
Bixby, Oklahoma 74008
Phone: (918)296-5067

SURVEYOR:
Isaacs Surveying Service
Kenneth A. Isaacs, P.L.S.
24 West 41st Street
Sand Springs, Oklahoma 74063
Phone: (918)245-0456

Benchmark 1

TOP RIM SANITARY SEWER MANHOLE LOCATED APPROXIMATELY 10 FEET SOUTH AND 15 FEET EAST OF THE NORTHEAST CORNER OF LOT-1, BLOCK-1 VANDEVER TRAILS.

ELEVATION = 703.72 (U.S.G.S. DATUM)

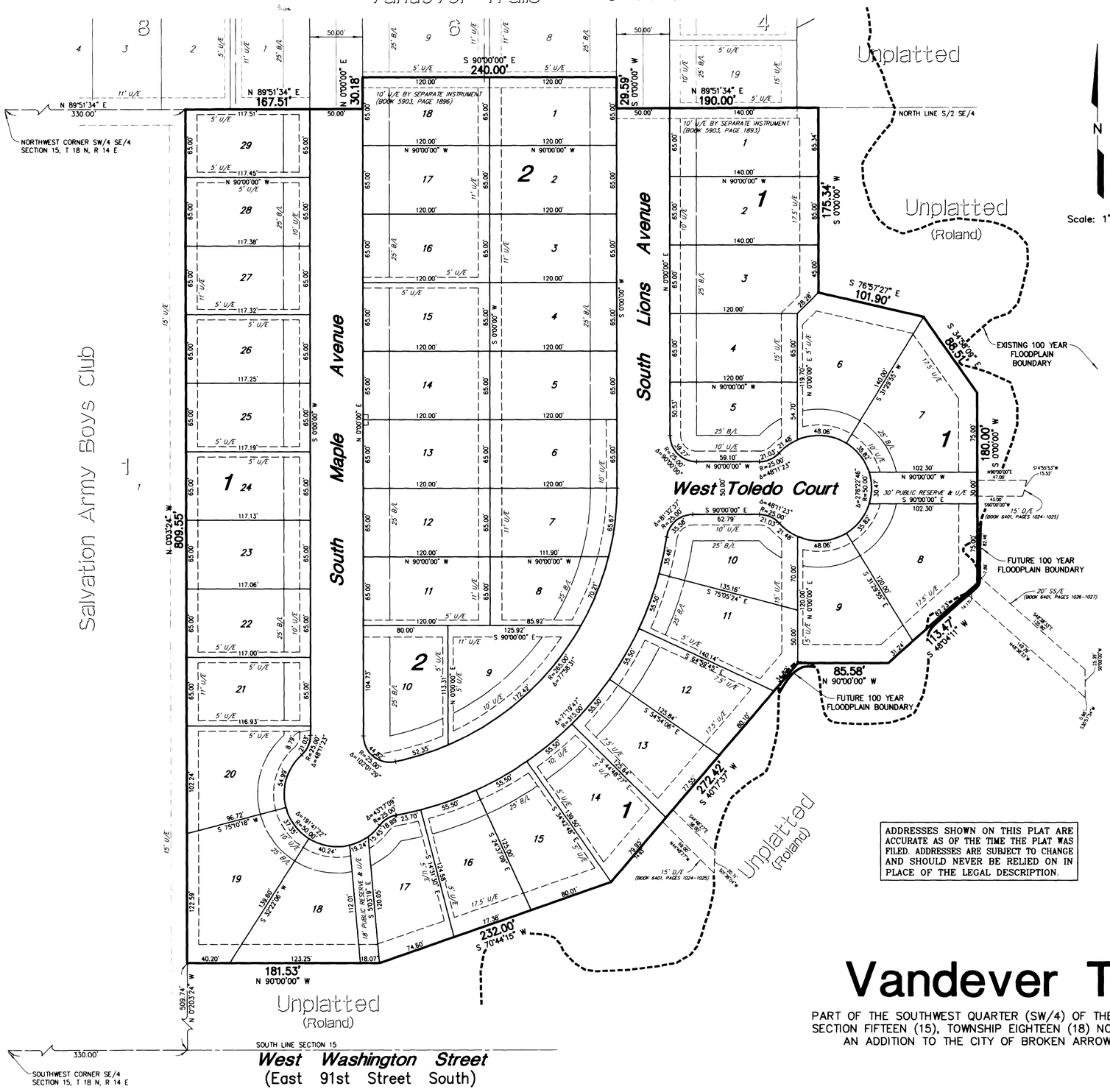
Benchmark 2

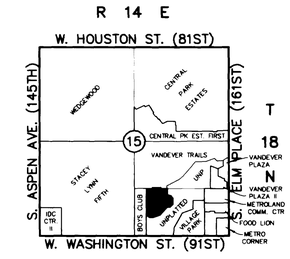
TOP RIM SANITARY SEWER MANHOLE LOCATED APPROXIMATELY 15 FEET NORTH AND 20 FEET WEST OF THE SOUTHEAST CORNER OF LOT 12, BLOCK 5, "CENTRAL PARK ESTATES FIRST" (WEST SIDE OF LIONS AVENUE), ELM PLACE).

ELEVATION = 718.97 (U.S.G.S. DATUM)

Lot Information

BLOCK	LOT	STREET ADDRESS	MINIMUM PAD ELEVATION
1	1	1813 S. LIONS AVE.	704.00
	2	1817 S. LIONS AVE.	703.50
	3	1821 S. LIONS AVE.	702.50
	4	1825 S. LIONS AVE.	702.00
	5	1829 S. LIONS AVE.	702.00
	6	1204 W. TOLEDO CT.	701.00
	7	1200 W. TOLEDO CT.	700.00
	8	1205 W. TOLEDO CT.	700.00
	9	1204 W. TOLEDO CT.	700.00
	10	1901 S. LIONS AVE.	700.00
	11	1905 S. LIONS AVE.	700.00
	12	1909 S. LIONS AVE.	699.00
	13	1913 S. LIONS AVE.	699.00
	14	1917 S. LIONS AVE.	699.50
	15	1921 S. LIONS AVE.	699.50
	16	1925 S. LIONS AVE.	699.50
	17	1927 S. LIONS AVE.	699.20
	18	1920 S. LIONS AVE.	699.20
	19	1916 S. MAPLE AVE.	699.00
	20	1912 S. MAPLE AVE.	701.00
	21	1908 S. MAPLE AVE.	703.00
	22	1904 S. MAPLE AVE.	705.00
	23	1900 S. MAPLE AVE.	706.00
	24	1824 S. MAPLE AVE.	707.00
	25	1820 S. MAPLE AVE.	708.00
	26	1816 S. MAPLE AVE.	709.00
	27	1812 S. MAPLE AVE.	711.00
	28	1808 S. MAPLE AVE.	711.50
	29	1804 S. MAPLE AVE.	711.50
2	1	1808 S. LIONS AVE.	704.50
	2	1812 S. LIONS AVE.	704.00
	3	1816 S. LIONS AVE.	703.50
	4	1820 S. LIONS AVE.	703.00
	5	1824 S. LIONS AVE.	702.50
	6	1828 S. LIONS AVE.	702.00
	7	1900 S. LIONS AVE.	701.50
	8	1904 S. LIONS AVE.	701.50
	9	1912 S. LIONS AVE.	701.00
	10	1908 S. MAPLE AVE.	702.00
	11	1905 S. MAPLE AVE.	705.00
	12	1901 S. MAPLE AVE.	706.00
	13	1825 S. MAPLE AVE.	707.00
	14	1821 S. MAPLE AVE.	709.00
	15	1817 S. MAPLE AVE.	710.00
	16	1813 S. MAPLE AVE.	711.00
	17	1809 S. MAPLE AVE.	711.50
	18	1805 S. MAPLE AVE.	711.50





Location Map
SCALE: 1"=2000'

SUBDIVISION CONTAINS FOURTY-SEVEN (47) LOTS IN TWO (2) BLOCKS

GROSS SUBDIVISION AREA: 11.261 ACRES

Legend

U/E UTILITY EASEMENT
B/L BUILDING SETBACK LINE
D/E DRAINAGE EASEMENT
SS/E SANITARY SEWER EASEMENT
FH/E FIRE HYDRANT EASEMENT

APPROVED 5-15-00 by the City Council of the City of Broken Arrow, Oklahoma.
James C. Reynolds
Mayor: James C. Reynolds
Brenda Ray
Attest: City Clerk: Brenda Ray

STATE OF OKLAHOMA)SS
COUNTY OF TULSA)

I, Joan Hastings, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the forgoing is a true and correct copy of a like instrument now on file in my office.

Dated the ____ day of _____ 20__
JOAN HASTINGS, Tulsa County Clerk
Deputy

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 $3100 per trust receipt no. 1035 to be applied to 2000 taxes.

This certificate is NOT to be construed as payment of 2000 taxes in full but is given in order that this plat may be filed on record 2000 taxes could exceed the amount of the security deposit.

Dated October 25 2000
Dennis Semler
Tulsa County Treasurer
by Vicky Underwood
Deputy

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

Vandever Trails II

PART OF THE SOUTHWEST QUARTER (SW/4) 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

Prepared: October 04, 2000

Vandever Trails II

PART OF THE SOUTHWEST QUARTER (SW/4) 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 SOUTHEAST QUARTER (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:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHEAST (SE/4) OF SECTION FIFTEEN (15), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, THENCE NORTH 89°51'34" EAST A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHEAST CORNER OF "SALVATION ARMY BOYS CLUB" ADDITION TO THE CITY OF BROKEN ARROW, OKLAHOMA ACCORDING TO THE RECORDED PLAT THEREOF; THENCE NORTH 89°51'34" EAST A DISTANCE OF 167.51 FEET; THENCE DUE NORTH A DISTANCE OF 30.18 FEET; THENCE DUE EAST A DISTANCE OF 240.00 FEET; THENCE DUE SOUTH A DISTANCE OF 29.59 FEET; THENCE NORTH 89°51'34" EAST A DISTANCE OF 190.00 FEET; THENCE DUE SOUTH A DISTANCE OF 175.34 FEET; THENCE SOUTH 76°57'27" EAST A DISTANCE OF 101.90 FEET; THENCE SOUTH 34°58'09" EAST A DISTANCE OF 88.51 FEET; THENCE DUE SOUTH A DISTANCE OF 180.00 FEET; THENCE SOUTH 48°04'11" WEST A DISTANCE OF 113.47 FEET; THENCE DUE WEST A DISTANCE OF 85.58 FEET; THENCE SOUTH 40°17'37" WEST A DISTANCE OF 272.42 FEET; THENCE SOUTH 70°44'15" WEST A DISTANCE OF 232.00 FEET; THENCE DUE WEST A DISTANCE OF 181.53 FEET; THENCE NORTH 00°03'24" WEST A DISTANCE OF 809.55 FEET TO THE POINT OF BEGINNING.

THE OWNER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO FOURTY-SEVEN (47) LOTS, TEN (2) BLOCKS, TWO (2) PUBLIC 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 II", AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA,

NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF "VANDEVER TRAILS II" 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 II" 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

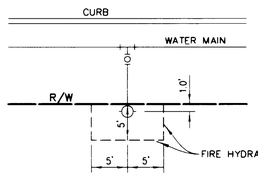
1. OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION MAY BE LOCATED ALONG THE NORTH AND WEST BOUNDARIES IN THE EASEMENT AREAS RESERVED FOR GENERAL UTILITY SERVICES SHOWN ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, 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 FACILITIES. 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.



Fire Hydrant Easement (FHE) Detail

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 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. WITHIN THE DEPICTED UTILITY EASEMENT AREA, IF THE GROUND ELEVATIONS ARE ALTERED FROM THE CONTOURS EXISTING UPON COMPLETION OF THE INSTALLATION OF A PUBLIC WATER OR SEWER MAIN, ALL GROUND LEVEL APPURTENANCES, TO INCLUDE: VALVE BOXES, FIRE HYDRANTS AND MANHOLES, WILL BE ADJUSTED TO THE NEW GRADE BY THE OWNER OR AT THE OWNER'S EXPENSE.

2. THE CITY OF BROKEN ARROW OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS AND PUBLIC SANITARY SEWER FACILITES, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITES 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 SAID 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 FACILITES 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. PUBLIC RESERVES AND UTILITY EASEMENTS

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE LOTS WITHIN "VANDEVER TRAILS II" AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA (HEREINAFTER REFERRED TO AS THE "CITY"), THE OWNER DOES HEREIN GRANT AND CONVEY TO THE CITY OF BROKEN ARROW, OKLAHOMA, THE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "PUBLIC RESERVE AND UTILITY EASEMENT" 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, AND FOR GENERAL ACCESS TO THE ADJOINING PROPERTY AND LINEAR TRAIL.

2. NO WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN PUBLIC RESERVES ,NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN SAID RESERVES AFTER UTILITIES OR 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 SHALL NOT REQUIRE THE APPROVAL OF THE CITY.

3. ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE PUBLIC RESERVES 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 II". GROUNDS MAINTENANCE BY THE ASSOCIATION SHALL BE AT ITS COST, AND SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

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

B. THE PUBLIC 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 II", PROVIDED, HOWEVER, THE LIEN AGAINST EACH LOT SHALL NOT EXCEED 1/47TH 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. 1171, 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 II", AND SHALL BE BINDING UPON AND ENFORCEABLE BY THE ASSOCIATION AND THE OWNERS OF THE LOTS WITHIN "VANDEVER TRAILS II" AND THEIR SUCCESSORS IN TITLE, AND SHALL BENEFIT AND BE ENFORCEABLE BY THE CITY.

7. THE PUBLIC RESERVES AND UTILITY EASEMENTS ABOVE GRANTED 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 PUBLIC RESERVE AND UTILITY EASEMENTS PURSUANT TO THE GRANT WITHIN SECTION I OF THIS DEED OF DEDICATION OF A GENERAL UTILITY EASEMENT ON, OVER AND ACROSS PUBLIC RESERVE AND UTILITY EASEMENTS.

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 OWNER, 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. PUBLIC RESERVE AND UTILITY EASEMENTS SHALL BE LIMITED TO USE FOR OPEN SPACE, LANDSCAPING, RECREATIONAL 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 II" 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 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 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 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. 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 SEPTEMBER 1, 2020, 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 II" 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 II" 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 II", 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 SUCH COVENANTS OR RESTRICTIONS TO PREVENT VIOLATION OR TO RECOVER DAMAGES FOR THE VIOLATION THEREOF. INVALIDATION OF ANY OF THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN BY JUDGEMENT OR OTHER ACTION SHALL NOT AFFECT THE VALIDITY OF ANY OTHER COVENANT OR RESTRICTION WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, "OWNER" HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS 12th DAY OF October, 2000.

ROLAND INVESTMENTS, LTD.
AN OKLAHOMA CORPORATION

ATTEST:

BY: Orietta M. Leleux BY: _____

TITLE: President

STATE OF OKLAHOMA }
} SS
COUNTY OF TULSA }

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 12th DAY OF October 2000, PERSONALLY APPEARED _____ TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AS ITS _____ AND ACKNOWLEDGED TO ME THAT he EXECUTED THE SAME AS his FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

_____ _____
MY COMMISSION EXPIRES: NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, KENNETH A. ISAACS, A REGISTERED LAND SURVEYOR IN AND FOR THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED AND SUBDIVIDED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT SAID PLAT DESIGNATED HEREIN AS "VANDEVER TRAILS II" AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, IS A REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES.

WITNESS MY HAND AND SEAL THIS 12th DAY OF Oct, 2000.

ISAACS SURVEYING

BY: _____
KENNETH A. ISAACS, P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 1213

STATE OF OKLAHOMA }
} SS
COUNTY OF TULSA }

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 25th DAY OF October, 2000, PERSONALLY APPEARED KENNETH A. ISAACS, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUB