

**NOTICE**  
**GLENPOOL PLANNING COMMISSION**  
**REGULAR MEETING**

A Regular Session of the Glenpool Planning Commission will be held at 6:30 p.m. on Monday, April 10th, 2017, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

*The Planning Commission welcomes comments from citizens of Glenpool who wish to address any item on the agenda. Speakers are requested to complete one of the forms located on the agenda table and return to the Planning Director "PRIOR TO THE CALL TO ORDER"*

**AGENDA**

- A) Call to Order – Richard Watts, Chairman**
- B) Roll Call, declaration of quorum – Rick Malone, Secretary; Richard Watts, Chairman**
- C) Scheduled Business**
  - 1) Discussion and possible action to approve minutes from March 13<sup>th</sup>, 2017.**
  - 2) Review and possible action to recommend to approve, conditionally approve, or disapprove the Final Plat to the City Council: (**SOUTH 75 BUSINESS PARK PHASE II**). Ricky Jones with Tanner Consulting, LLC has submitted a plat covering a 30.99-acre tract located at the Southeast corner of 166<sup>th</sup> Street and US 75 Hwy.**
  - 3) Review and possible action to approve, conditionally approve, or disapprove: Site Plan: SP-2017-01: (**MARK ALLEN CHEVROLET**). Alan Taylor with Wallace Engineering is requesting review of a site plan covering a 19-acre tract located at the Southeast corner of 166<sup>th</sup> Street and US 75 Hwy.**
  - 4) Review and possible action to approve, conditionally approve, or disapprove the Preliminary plat: (**GLENN HILLS BLOCK 1-6**). Ryan McCarty with Select Design has submitted a Preliminary Plat covering a 28.8-acre tract located west of the northwest corner of 141<sup>st</sup> Street and S. Peoria Ave.**
- D) Adjournment**

This notice and agenda was posted at Glenpool City Hall Building, 12205 South Yukon Ave, Glenpool, Oklahoma on April 7th, 2017, at 3:00 pm.

Signed: Rick Malone  
City Planner

**MINUTES**  
**GLENPOOL PLANNING COMMISSION**  
**REGULAR MEETING**

A Regular Session of the Glenpool Planning Commission was held at 6:30 p.m. on Monday, March 13th, 2017, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

**AGENDA**

Commissioners present:

- Richard Watts, Chairman
- Joyce Calvert, Vice-Chairman
- Howard Nelson, Commissioner
- Shayne Buchanan, Commissioner
- Debra Cutsor, Commissioner

Staff present:

- Lynn Burrow, Community Development Director
- Rick Malone, City Planner
- Lowell Peterson, City Attorney

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Also present were:

Rick Cutsor

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**A)** Vice-Chairman Calvert called the meeting to order at 6:34 p.m.

**B)** Rick Malone, secretary called the roll, Vice Chairman Calvert declared a quorum present.

**C)** Scheduled Business

**1)** Discussion and possible action to approve minutes from February 27<sup>th</sup>, 2017.

**MOTION:** Commissioner Cutsor

**SECOND:** Commissioner Nelson

To approve minutes as presented.

**FOR:**

- Richard Watts, Chairman
- Joyce Calvert, Vice-Chairman
- Howard Nelson, Commissioner
- Shayne Buchanan, Commissioner
- Debra Cutsor, Commissioner

**AGAINST:**

None

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**ABSTAIN:**

None

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**Motion  carried  failed.**

2) Review and possible action to approve, conditionally approve, or disapprove: **LOT SPLIT# GLS-219** Mr. Morgan is requesting to split a 3.14-acre tract located approximately 990 west of the northwest corner of 126th Street and S. Elwood Ave.

**MOTION:** Commissioner Nelson

**SECOND:** Commissioner Cutsor

To approve GLS-219 as presented.

**FOR:**

Richard Watts, Chairman

Joyce Calvert, Vice-Chairman

Howard Nelson, Commissioner

Shayne Buchanan, Commissioner

Debra Cutsor, Commissioner

**AGAINST:**

None

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**ABSTAIN:**

None

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**Motion  carried  failed.**

**D) Adjournment**

- Meeting was adjourned at 6:45 p.m.

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Signature: Chairman Watts

**ATTEST:**

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Rick Malone, Secretary

## STAFF REPORT

TO: THE GLENPOOL PLANNING COMMISSION  
FROM: RICK MALONE, CITY PLANNER  
RE: STAFF RECOMMENDATION  
FINAL PLAT: "SOUTH 75 BUSINESS PARK PHASE II"  
DATE: April 10<sup>th</sup>, 2017

### BACKGROUND:

Ricky Jones with Tanner Consulting LLC, representing South 75 Business Park LLC has submitted a Final plat for 30.99 acres located at the SE/corner of 166<sup>th</sup> street and US 75. The Preliminary Plat was approved by the Planning Commission on November 14<sup>th</sup>, 2016. TAC was held on 3/31/17 and a detailed review meeting with engineer on 4/3/17.

### ZONING:

This property is currently zoned CG (Commercial General) by case GZ-246 approved by the Planning Commission on 4/27/15 and City Council on 5/4/15 by Ordinance #697. All rezoning is subject to platting prior to development. The lot size and density is consistent with the underlying zoning and surrounding area.

### TAC MEETING: 3/31/17

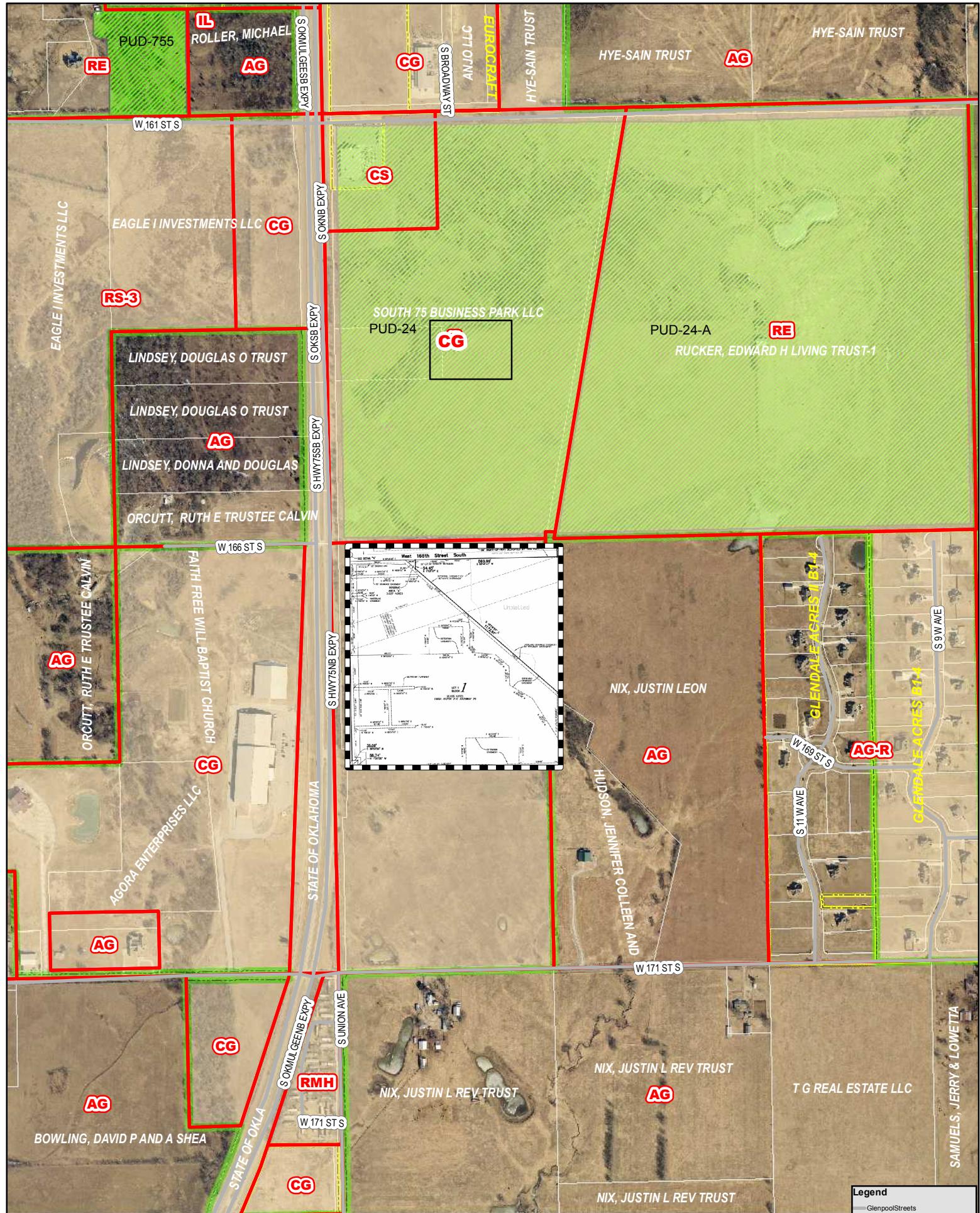
- Hydrology Master Report OK.
- Drainage Basin Lift Station report OK.
- Overhead or buried electric lines, working out with OG&E.
- Additional detention pond required on full development.
- Two owners' names on plat if deed transferred prior to recording by metes and bounds.
- Earth Change permit application received.
- Site Plan permit application received.
- Fire Chief, Ok with plan regarding circulation & fire protection.
- AT&T: easements ok.
- ONG: Extend to site, no cost for infill development.
- LNA all along US 75 side except where current access is allowed.
- Street names issued: 166<sup>th</sup> Street.
- ODOT approval required decel/J-Turn required.
- Redlines given to project engineer at review meeting on 4/3/17.
- Three off-site easements to be filed of record. DONE.
- MAE by separate instrument for access road from 166<sup>th</sup> Street to 171<sup>st</sup> St.
- Planning: Per the Glenpool Subdivision Regulations South 75 Business Park Phase II meets the requirement for Final Plat.

### RECOMMENDATION:

Staff recommends approval of the final plat of "SOUTH 75 BUSINESS PARK PHASE II" subject to the conditions of the Staff and TAC review.

### ATTACHMENTS:

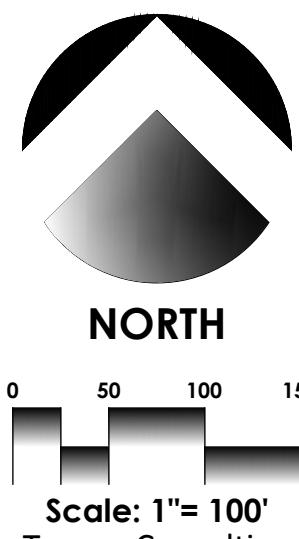
1. Case Map
2. Final Plat of "SOUTH 75 BUSINESS PARK PHASE II".



**FINAL PLAT**  
**SOUTH 75 BUSINESS PARK PHASE II**

# DRAFT FINAL PLAT

## South 75 Business Park Phase II



Scale: 1"=100'  
Tanner Consulting

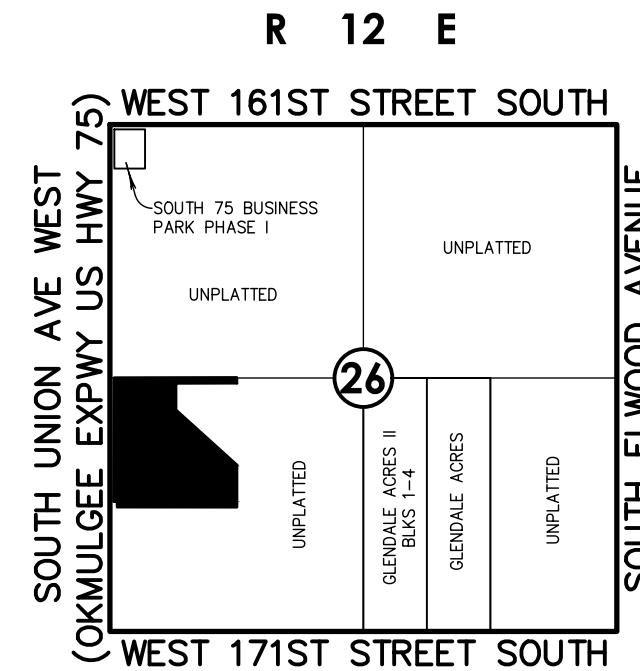
LEGEND

B/L BUILDING LINE  
BK PG BOOK & PAGE  
POB POINT OF BEGINNING  
CL CENTERLINE  
DOC DOCUMENT  
EASMT EASEMENT  
LNA LIMITS OF NO ACCESS  
U/E UTILITY EASEMENT  
• FOUND MONUMENT  
○ SET MONUMENT

PART OF THE SOUTHWEST QUARTER (SW/4) AND PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY SIX (26) TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN A SUBDIVISION WITHIN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA

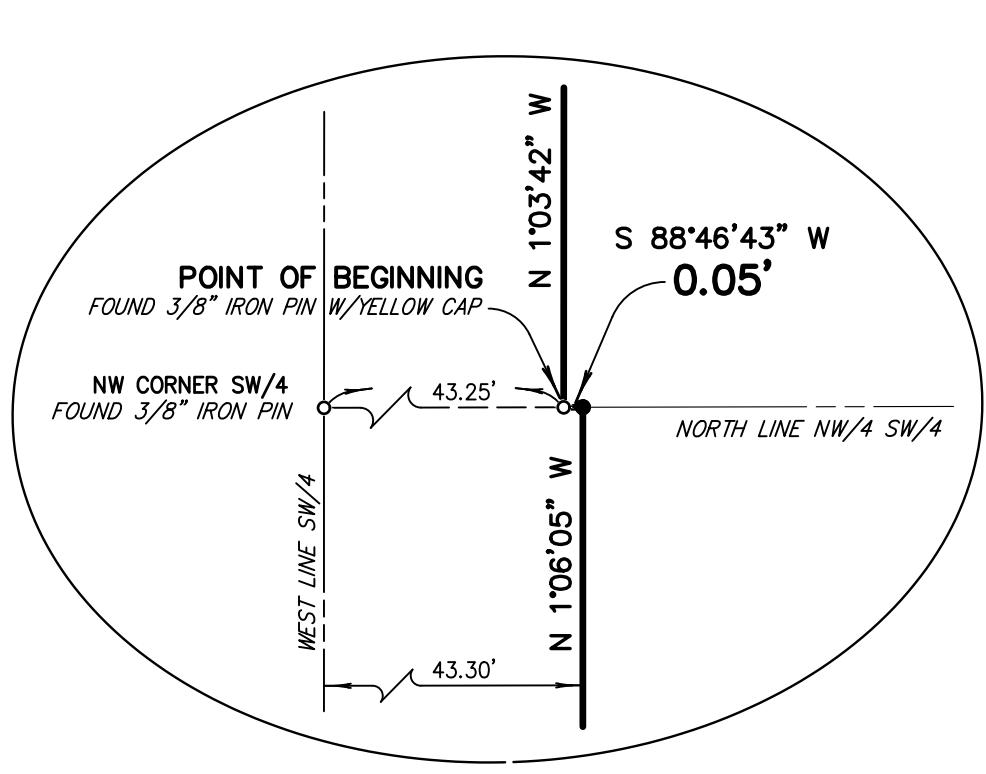
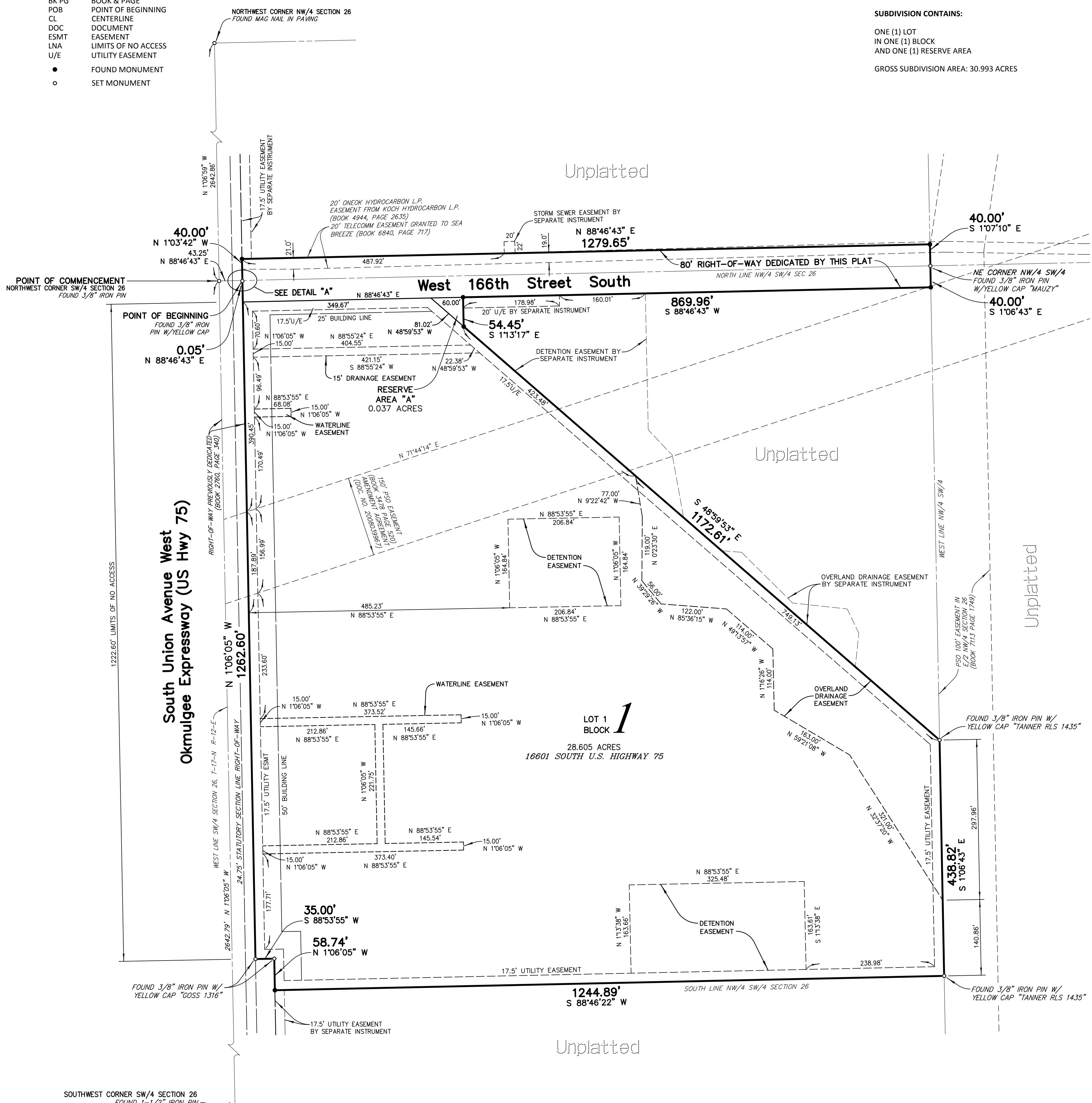
OWNER:  
**South 75 Business Park LLC**  
AN OKLAHOMA LIMITED LIABILITY COMPANY  
CONTACT: REX ROBERTSON  
Email: rex@forddevelopment.net  
16400 Dallas Parkway, Suite 140  
Dallas, Texas 75248-1389  
Phone: (972) 858-1111

SURVEYOR/ENGINEER:  
**Tanner Consulting L.L.C.**  
DAN E. TANNER, P.L.S. NO. 1435  
OK CA NO. 2661, EXPIRES 6/30/2017  
Email: dan@tannerbaitsshop.com  
5323 South Lewis Avenue  
Tulsa, Oklahoma 74105  
Phone: (918)745-9929



Location Map  
Scale: 1"=2000'  
NORTH

SUBDIVISION CONTAINS:  
ONE (1) LOT  
IN ONE (1) BLOCK  
AND ONE (1) RESERVE AREA  
GROSS SUBDIVISION AREA: 30.993 ACRES



Notes:

- A. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- B. ALL PROPERTY CORNER MONUMENTS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
- C. THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83-1983). SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
  - (1) FOUND 3/8" IRON PIN AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 26;
  - (2) FOUND 1-1/2" IRON PIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 26;
- D. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY VIRTUE OF U.S. HIGHWAY 75 RIGHT-OF-WAY DEEDS RECORDED IN BOOK 2760, PAGE 340 AND BOOK 2787, PAGE 261, TULSA COUNTY CLERK'S OFFICE.

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°06'05" EAST.

### FINAL PLAT CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved  
by the Glenpool Planning Commission  
on \_\_\_\_\_

\_\_\_\_\_  
CHAIR, VICE-CHAIR OR SECRETARY

I hereby certify that this plat was approved  
by the Glenpool City Council  
on \_\_\_\_\_

\_\_\_\_\_  
MAYOR-VICE MAYER

This approval is void if the above signature  
is not endorsed by the City Manager.  
\_\_\_\_\_  
CITY MANAGER

This approval shall not be interpreted to  
mean streets, sanitary sewers, storm  
drainage or other utilities are constructed  
as shown on this plat.



## STAFF REPORT

TO: GLENPOOL PLANNING COMMISSION  
FROM: RICK MALONE, CITY PLANNER  
RE: SITE PLAN REVIEW: SP-2017-01 MARK ALLEN CHEVROLET  
DATE: APRIL 10th, 2017

### **BACKGROUND:**

Alan Taylor with Wallace Engineering is requesting review of a site plan covering a 19-acre tract located at the Southeast corner of 166<sup>th</sup> Street and US 75 Hwy and this tract is currently zoned CG (Commercial General).

### **PROPERTY CHARACTERISTICS:**

The proposed use of the site is for three one story buildings for a new Chevrolet dealership. The proposed use is allowed by right in the CG zoning district.

### **SITE PLAN REVIEW:**

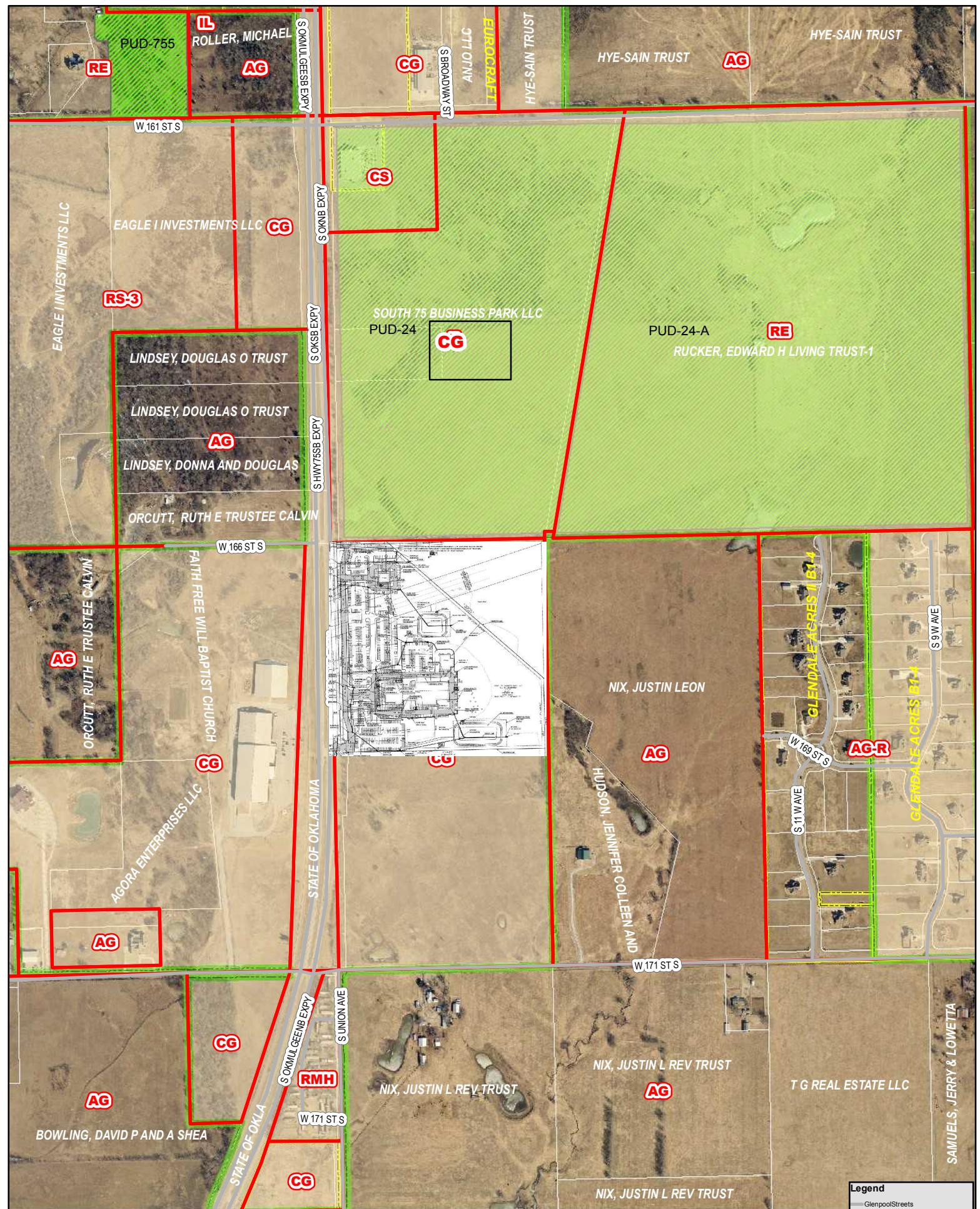
- This property is zoned CG and this tract was platted as part of Lot 1, Block 1 South 75 Business Park Phase II and the final plat of South 75 Business Park Phase II is scheduled to be heard by the Planning Commission on 4/10/17 and by the City Council on 4/17/17.
- The staff has reviewed the parking provisions of the site plan and they exceed the minimum standards. Need cut sheets on light poles and fixtures.
- The staff has also reviewed the landscape plan and they exceed the minimum standards.
- The utility plans were reviewed at the TAC meeting and all necessary utilities and easements are adequate to service this site. Three off site easements by separate instrument.
- An Earth Change permit has been submitted and released.
- Grading & Erosion Control (SWP3) were received
- Hydrology Report required. Received
- On March 31<sup>st</sup>, 2017, the Technical Advisory Committee reviewed the site plan per the subdivision regulations and found that they meet the requirements.
- Mutual access easement for frontage road from 166<sup>th</sup> Street to 171<sup>st</sup> Street.
- Sign permit is required for all site and building signage.
- On April 3<sup>rd</sup>, 2017, we met with project engineer to go over redlines.

### **STAFF RECOMMENDATION:**

The staff recommends approval of the site plan SP-2017-01 MARK ALLEN CHEVROLET per TAC and Staff comments listed above.

### **ATTACHMENTS:**

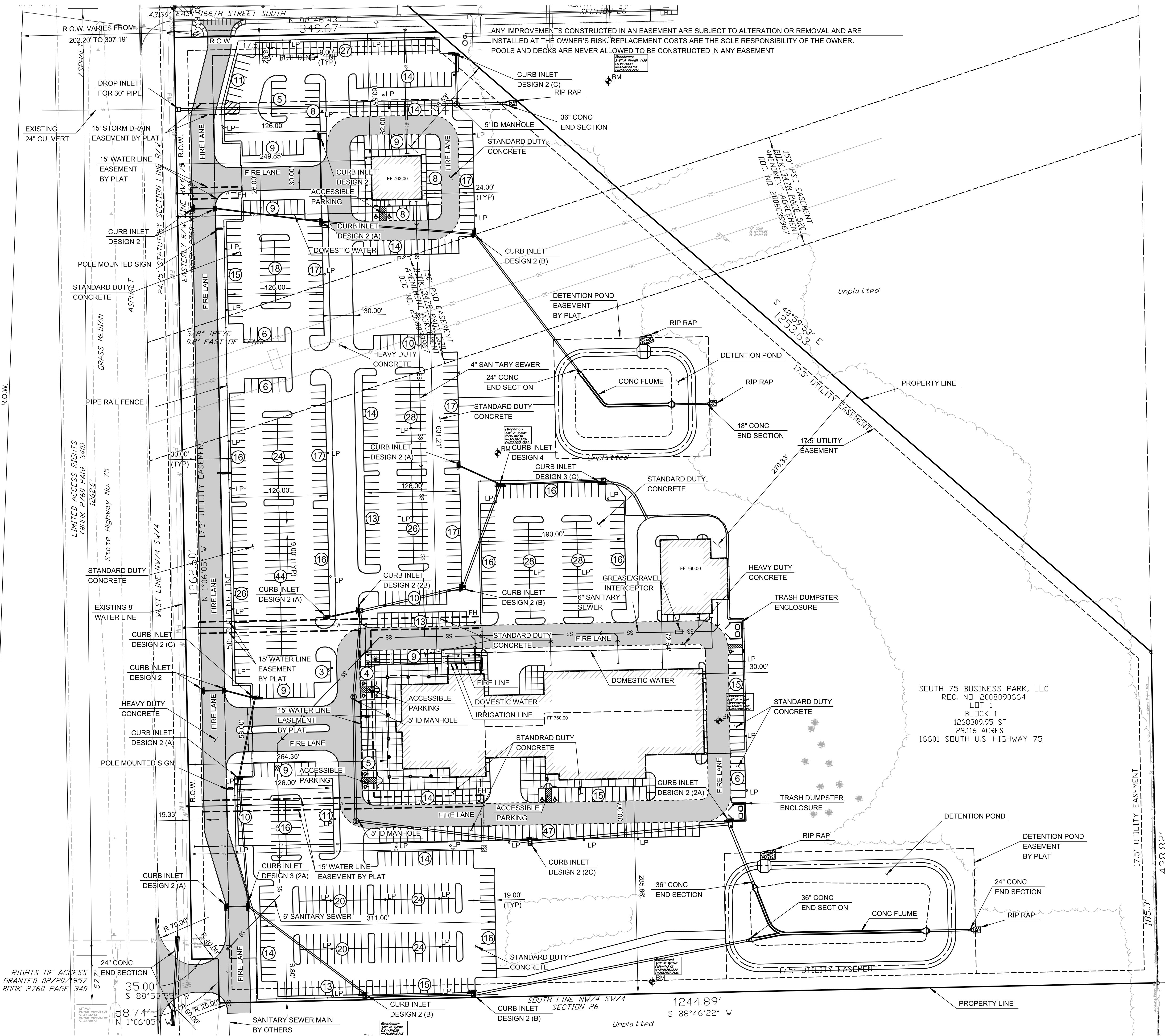
- 1) Case Map
- 2) Site Plan

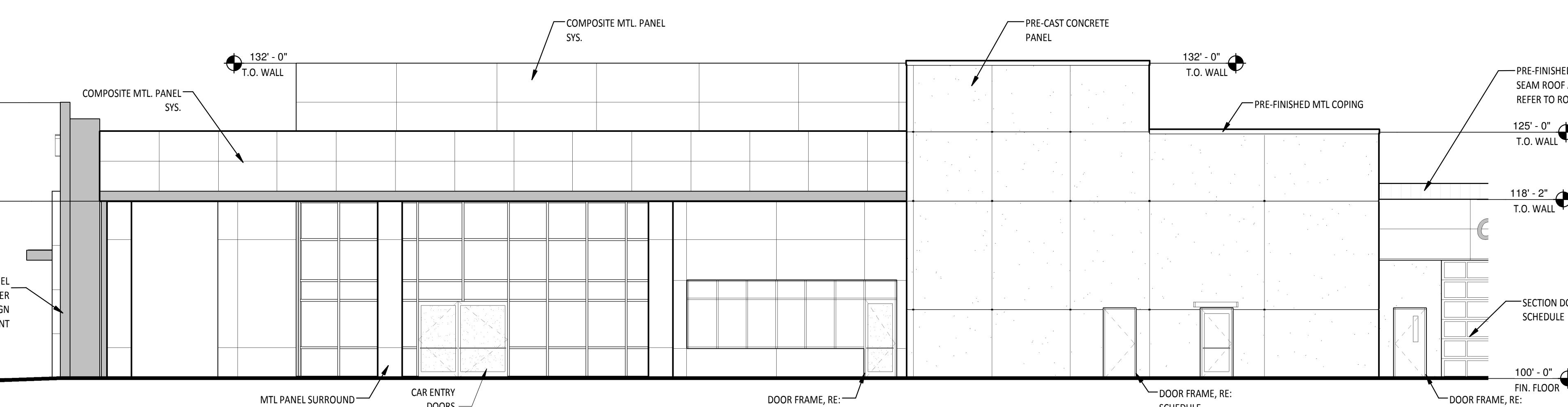
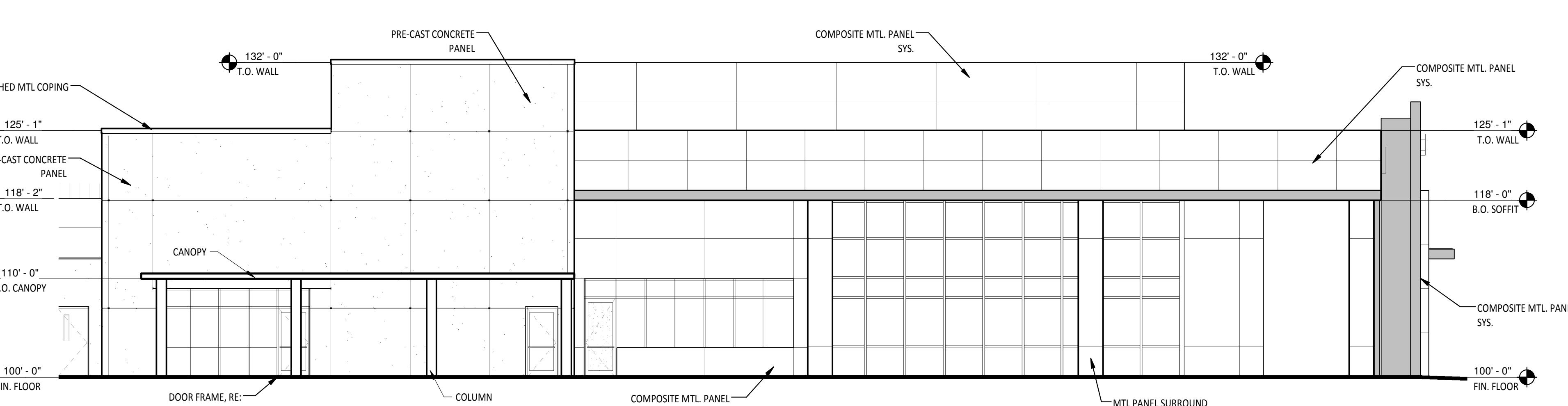
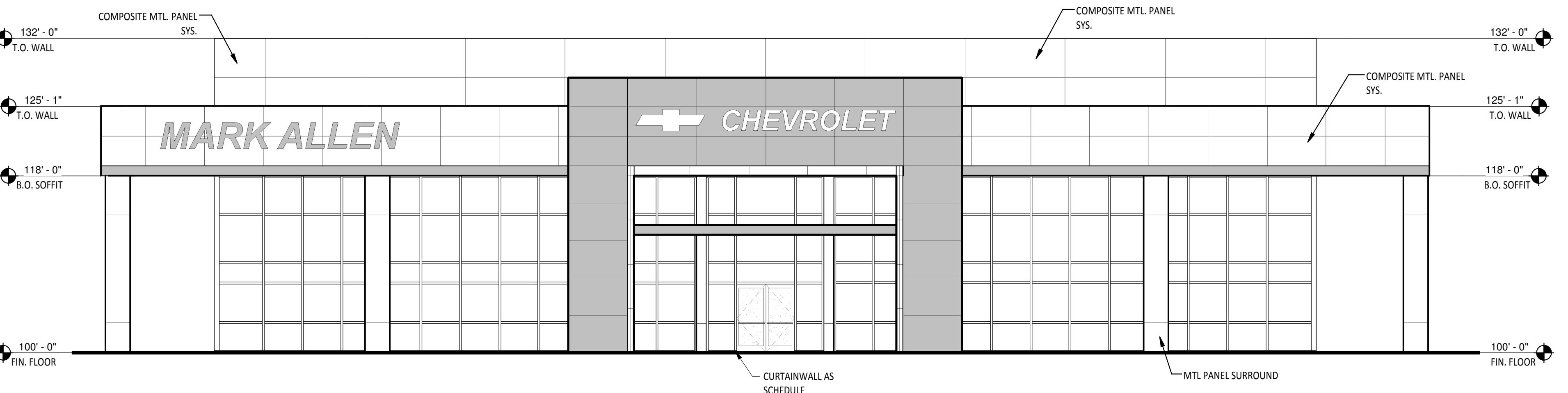


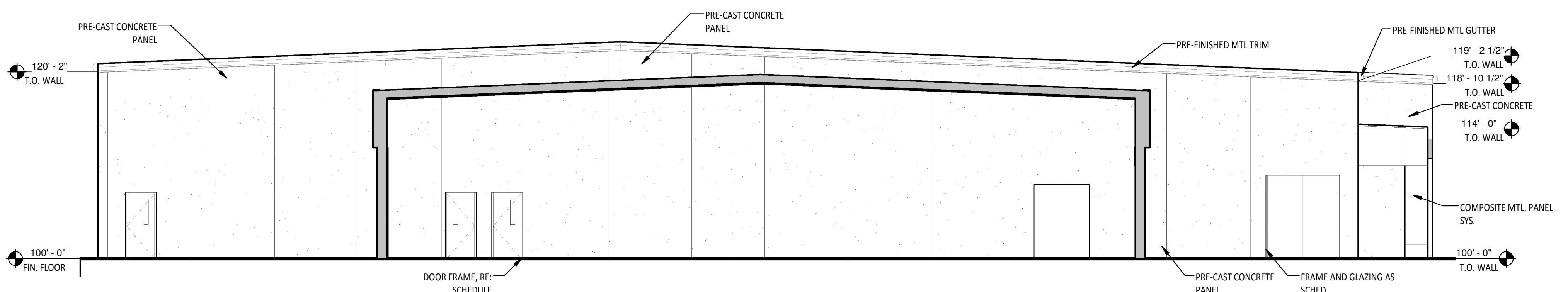
# **SITE PLAN**

## **MARK ALLEN CHEVROLET**



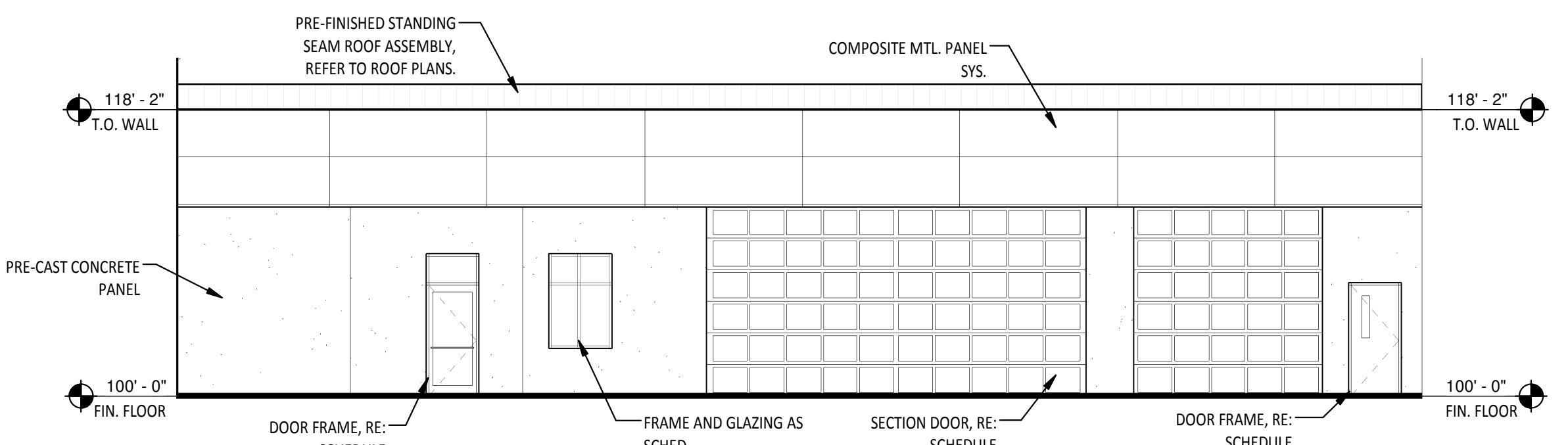






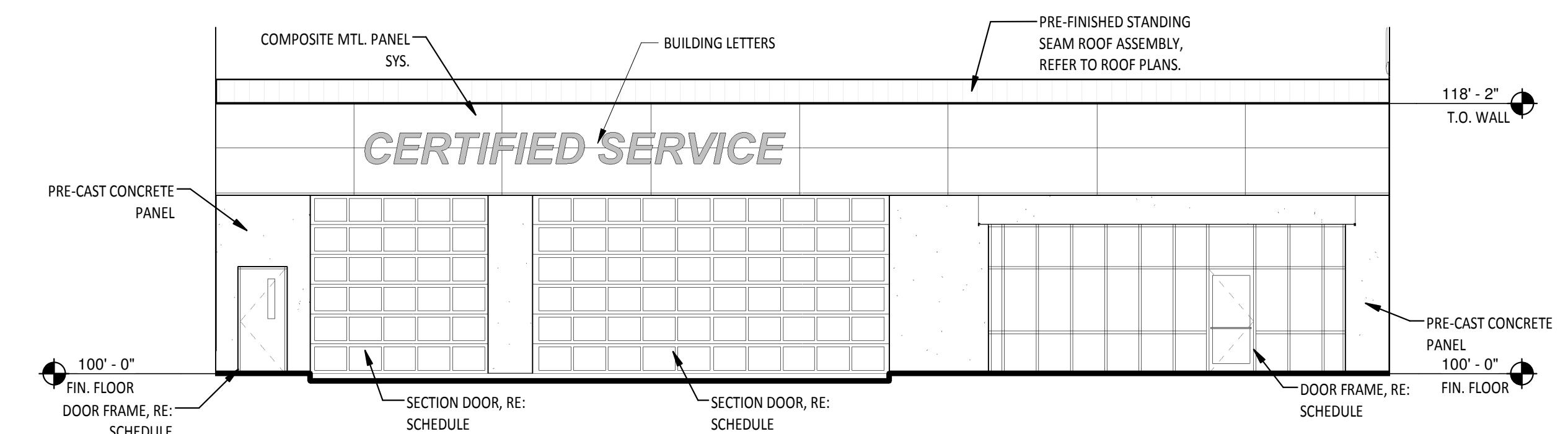
**1 WEST ELEVATION - PARTS**

1/8" = 1'-0"  
RE: A2.4 / 1



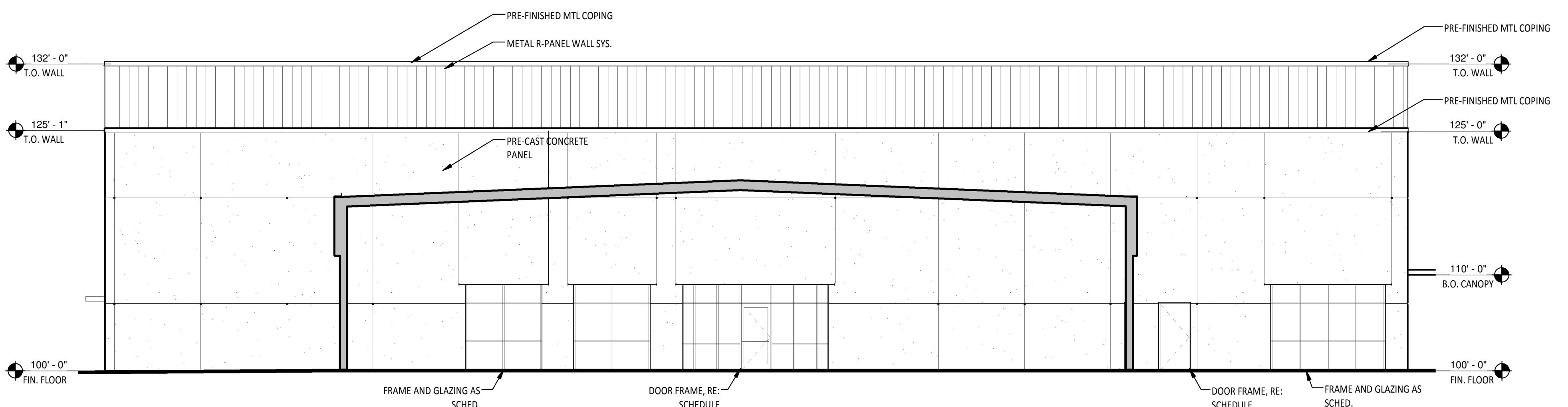
**2 NORTH ELEVATION - SERVICE DRIVE**

1/8" = 1'-0"  
RE: A2.4 / 1



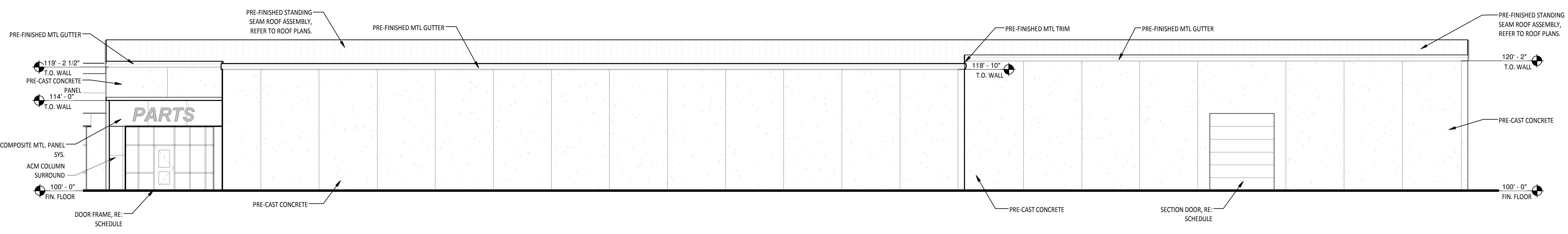
**3 SOUTH ELEVATION - SERVICE DRIVE**

1/8" = 1'-0"  
RE: A2.4 / 1



**4 SOUTH EAST ELEVATION - OFFICES**

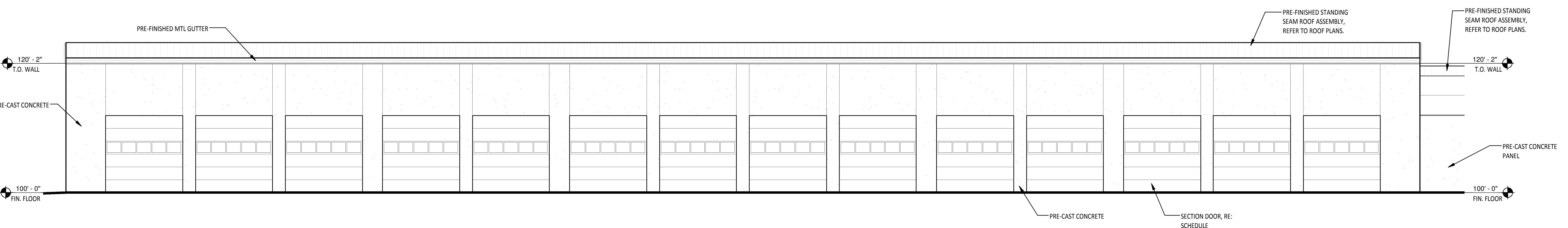
1/8" = 1'-0"  
RE: A2.2 / 1



**1** SOUTH ELEVATION - PARTS

1/8" = 1'-0"

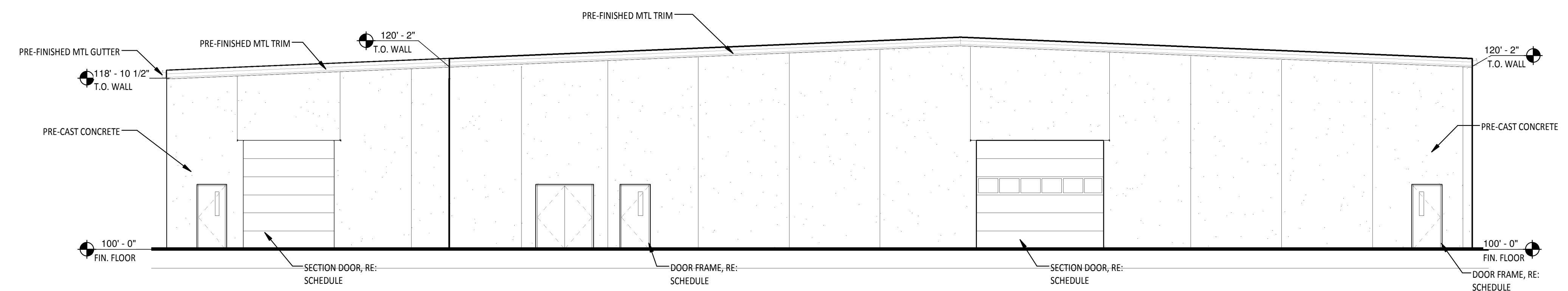
RE: A2.5 / 1



**2** NORTH ELEVATION - SERVICE BAYS

1/8" = 1'-0"

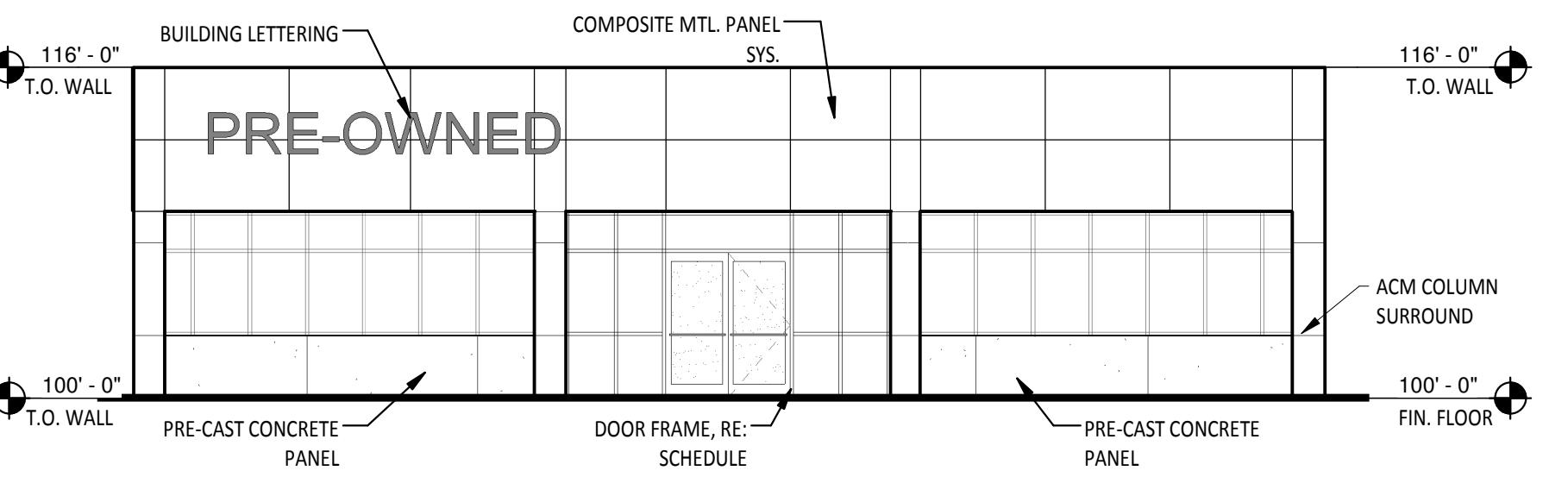
RE: A2.5 / 1



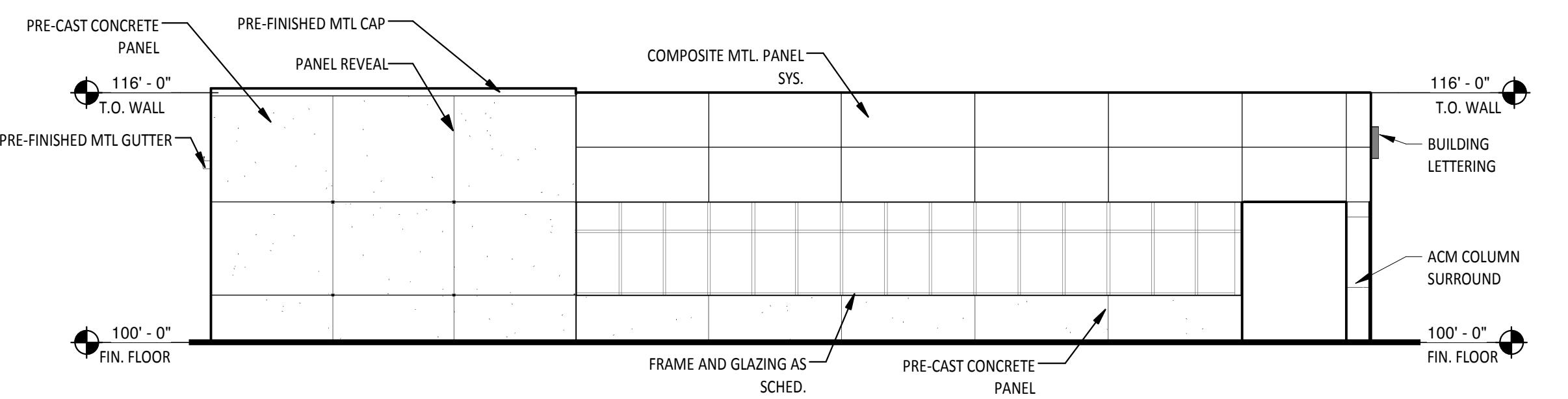
**3** EAST ELEVATION - SERVICE DRIVES

1/8" = 1'-0"

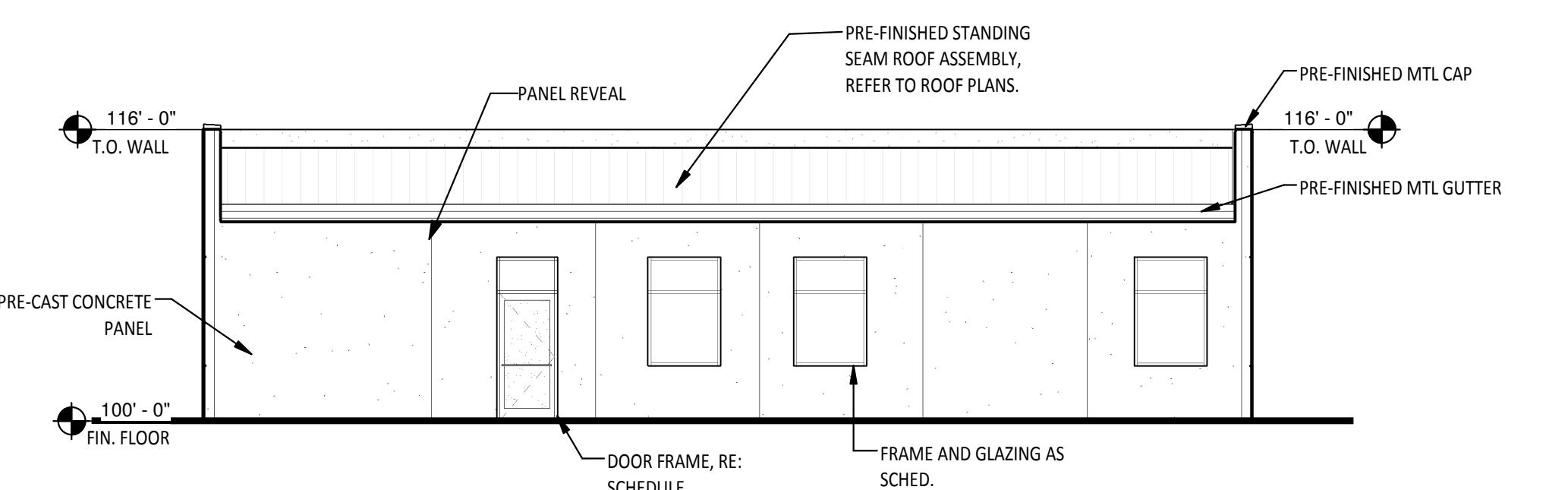
RE: A2.5 / 1



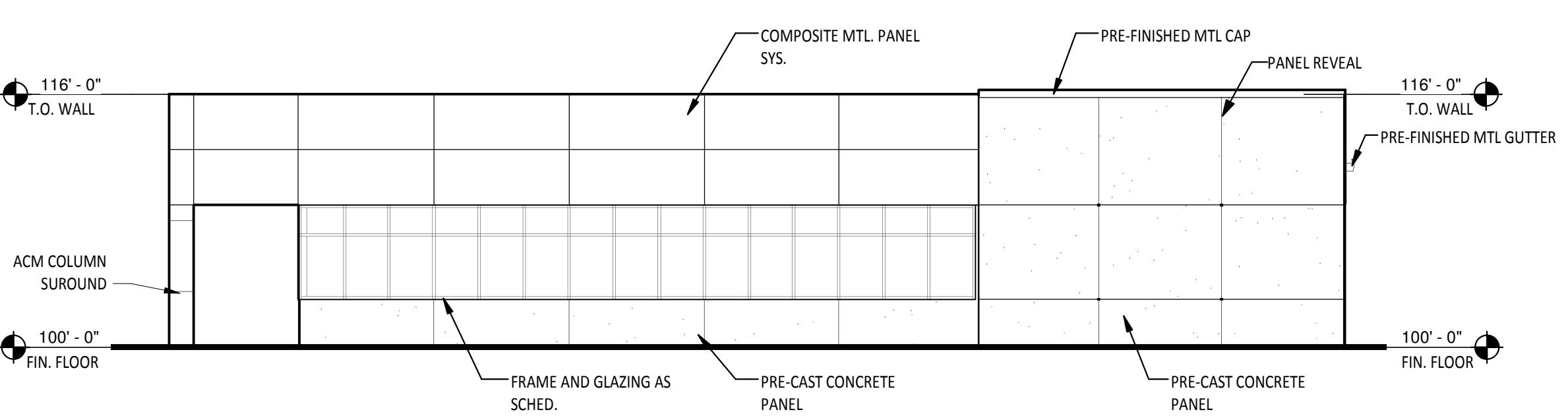
**1 WEST ELEVATION**  
 $1/8'' = 1'-0''$   
 RE: A2.1 / 1



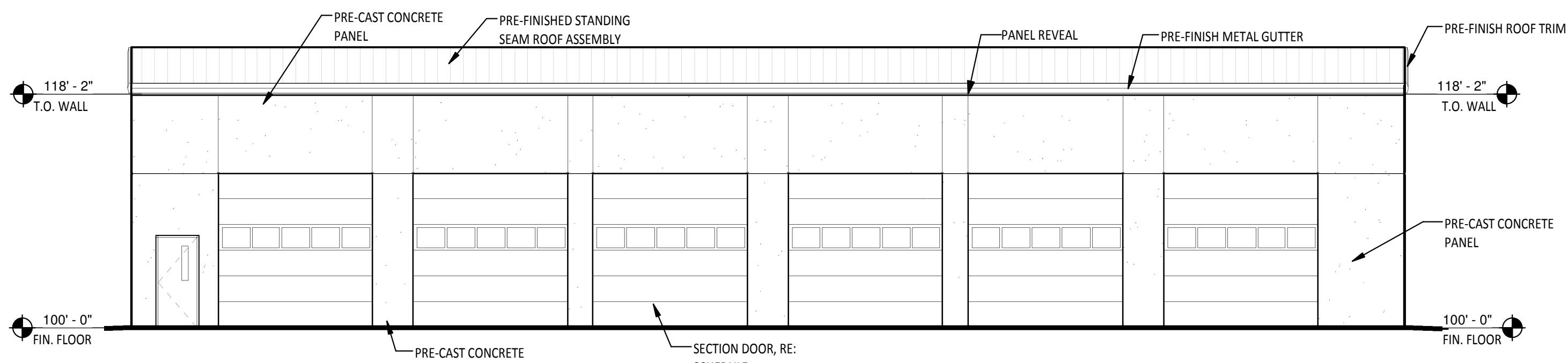
**2 NORTH ELEVATION**  
 $1/8'' = 1'-0''$   
 RE: A2.1 / 1



**3 EAST ELEVATION**  
 $1/8'' = 1'-0''$   
 RE: A2.1 / 1

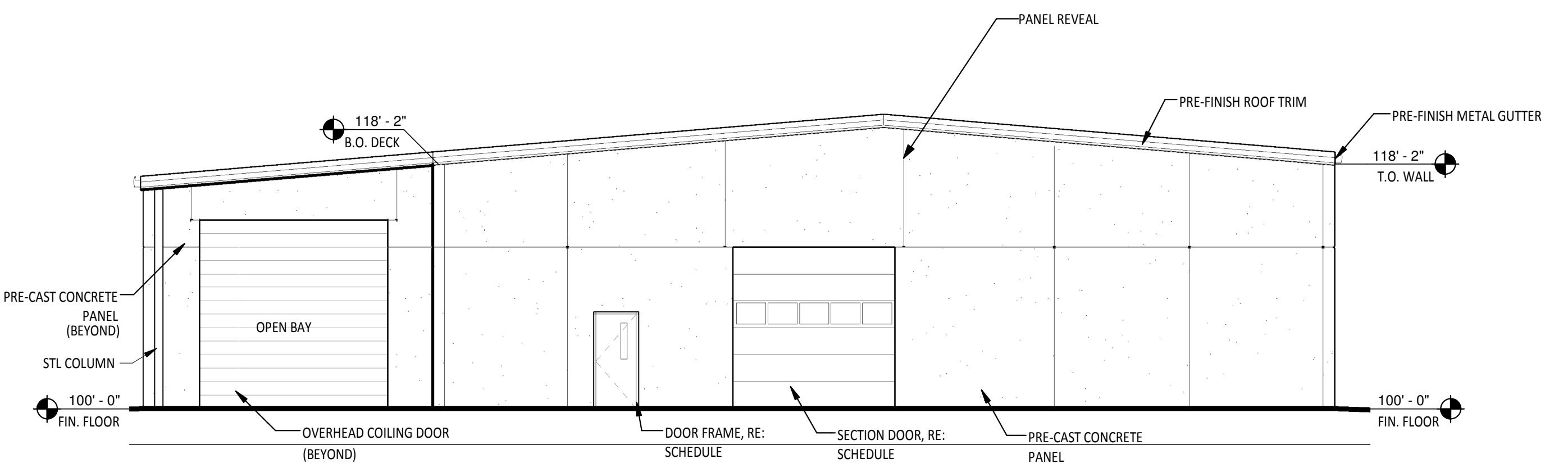


**4 SOUTH ELEVATION**  
 $1/8'' = 1'-0''$   
 RE: A2.1 / 1



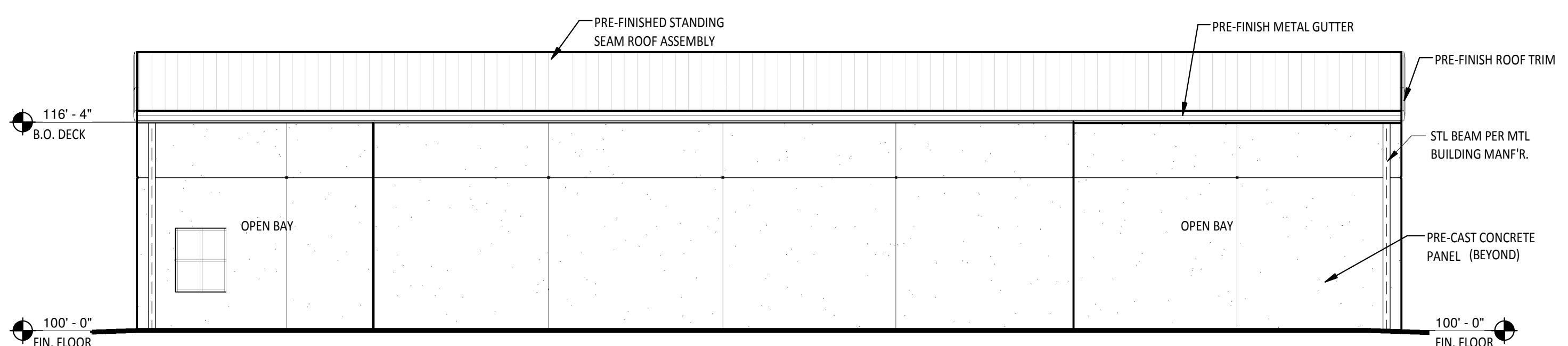
**1 WEST ELEVATION**

1/8" = 1'-0"



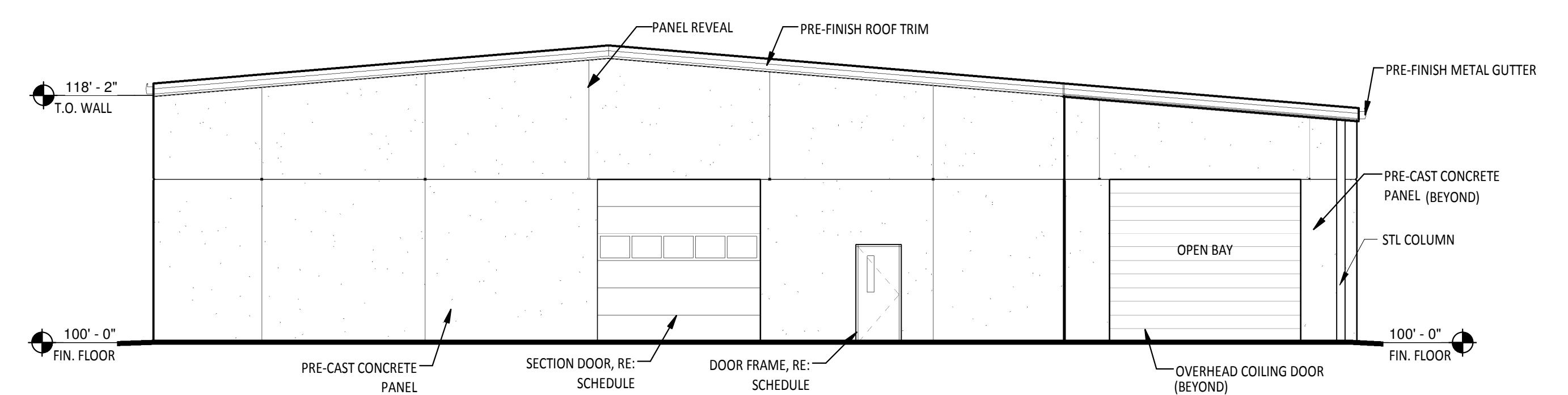
**2 NORTH ELEVATION**

1/8" = 1'-0"



**3 EAST ELEVATION**

1/8" = 1'-0"



**4 SOUTH ELEVATION**

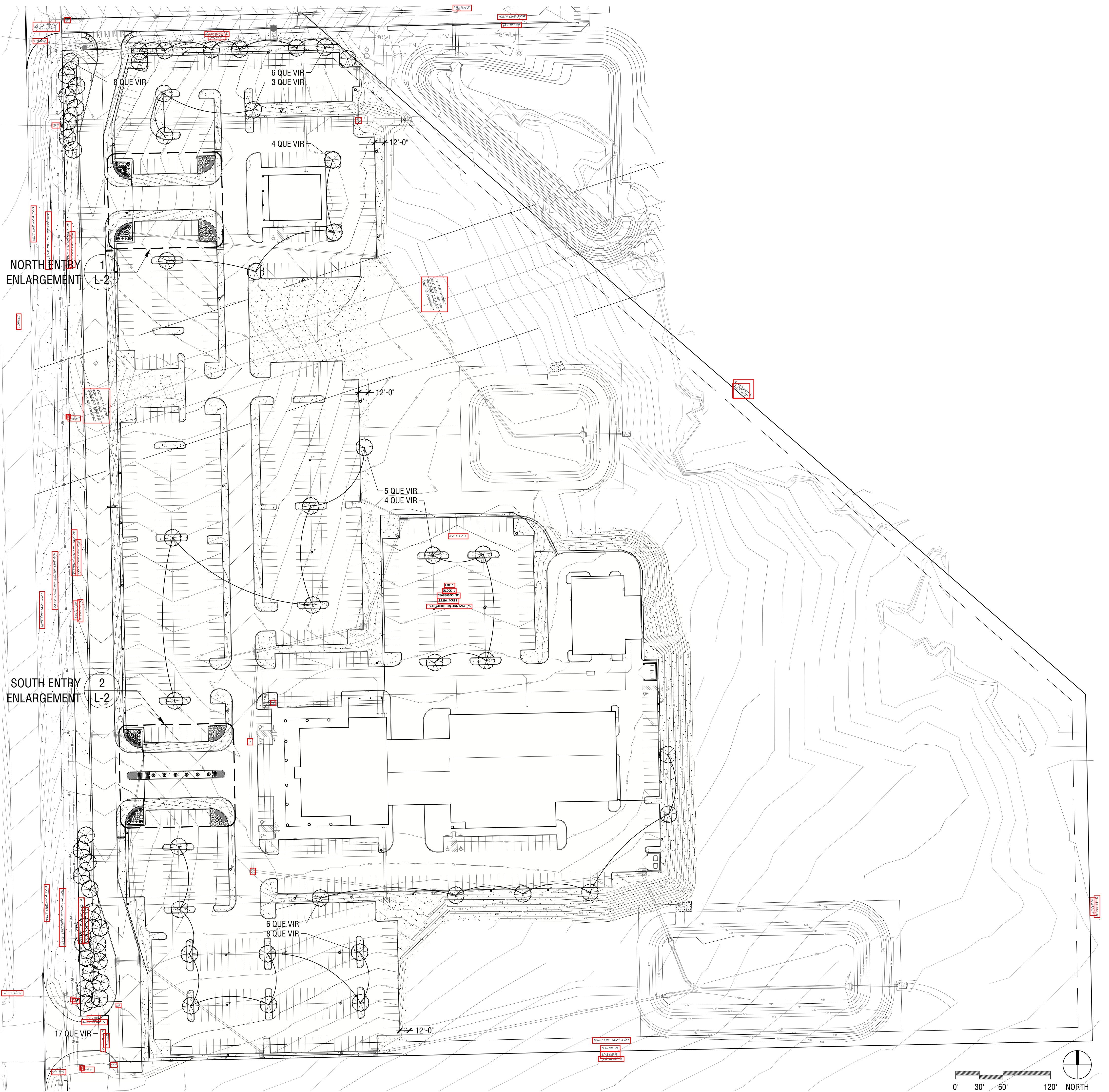
1/8" = 1'-0"



03/03/17

DATE: 03-03-2017  
Revision / Date

Project No. 55212

SHEET NO.  
L-1  
LANDSCAPE PLAN

## PLANTING NOTES

1. CONTRACTOR TO ASCERTAIN LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO EXCAVATION AND BE RESPONSIBLE FOR DAMAGE RESULTING FROM PLANTING OPERATIONS. REPAIRS SHALL BE MADE AT NO COST TO THE OWNER.
2. ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN ON THE SURVEY. CONTACT THE LOCAL UTILITY LOCATION SERVICES PRIOR TO COMMENCING CONSTRUCTION OPERATIONS.
3. ALL AREAS NOTED AS 'LAWN' ON PLAN, AND ALL OTHER AREAS ON SITE WHICH ARE NOT OTHERWISE DESIGNATED AND ARE DAMAGED BY CONSTRUCTION, ARE TO BE PLANTED WITH SOLID SOD BERMUDA GRASS.
4. ALL PLANTING BEDS THAT ABUT LAWN AREAS TO BE BORDERED BY STEEL EDGING.
5. FINISH GRADE FOR SHRUB, GROUND COVER, AND LAWN AREAS SHALL BE HELD 1" BELOW TOP OF ADJACENT PAVEMENT AND CURBS UNLESS OTHERWISE NOTED ON DRAWINGS.
6. FOR ADDITIONAL PLANTING REQUIREMENTS REFER TO SPECIFICATIONS.
7. BY SUBMITTING A BID, THE CONTRACTOR ACKNOWLEDGES THAT HE HAS VISITED THE SITE AND BECOME FAMILIAR WITH THE CONDITIONS RELATED TO THE INSTALLATION OF SITE IMPROVEMENTS.

## LANDSCAPE REQUIREMENTS

## STREETYARD LANDSCAPE REQUIREMENTS:

15% MINIMUM OF STREETYARD MAINTAINED AS LANDSCAPE AREA  
 HWY 75 - 27,600 (LANDSCAPE AREA) / 63,429 (STREETYARD AREA) = 43%  
 E 166<sup>TH</sup> ST - 3,622 (LANDSCAPE AREA) / 8,273 (STREETYARD AREA) = 43%

1 TREE PER 1,000 FT<sup>2</sup> OF STREETYARD  
 HWY 75 - 1,250 L.F. / 50 L.F. = 25 TREES REQUIRED : 25 TREES PROVIDED  
 E 166<sup>TH</sup> ST - 8,273 FT<sup>2</sup> / 1,000 FT<sup>2</sup> = 8.27 TREES REQUIRED : 8 TREES PROVIDED

## MINIMUM LANDSCAPE AREA WIDTH

HWY 75 - 15' REQUIRED : 19' PROVIDED  
 E 166<sup>TH</sup> ST - 7'-6" REQUIRED : 9' PROVIDED

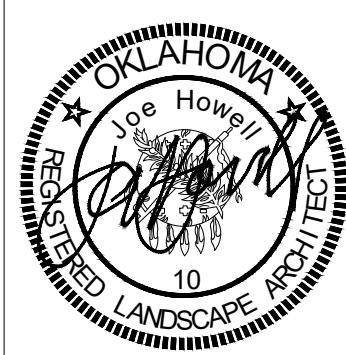
## PLANT LIST

KEY	QUAN	UNIT	NAME	SIZE	ROOT BALL	REMARKS
BUX MIC	145	EA	BUXUS MICROPHYLLA 'WINTERGREEN' WINTERGREEN BOXWOOD	#5 C	18" O.C.	
ILE BUR	24	EA	ILEX CORNUTA 'BURFORDII NANA' DWARF BURFORD HOLLY	5' H	#15 C	3'-6" O.C.
ILE OAK	29	EA	ILEX X 'MAGLAND' OAKLAND HOLLY	5' H	#15 C	4'-6" O.C.
JUN TAY	18	EA	JUNIPEROUS VIRGINIANA 'TAYLOR' TAYLOR JUNIPER	5' H	#15 C	MATCHED
MIS SIN	44	EA	MISCANthus SINENSIS 'ADAGIO' DWARF MAIDEN GRASS	#5 C	2'-6" O.C.	
QUE VIR	63	EA	QUERCUS VIRGINIANA LIVE OAK	10' H	#20 C	
ROS RAD	22	EA	ROSA X 'RADRAZZ' P.P.#11836 KNOCKOUT ROSE	#5	4' O.C.	
SEASONAL	750	SF	SEASONAL COLOR			

1. H: HEIGHT, CP: CALIPER, C: CONTAINER, MT: MULTI-TRUNK, FTG: FULL TO GROUND
2. O.C.: INDICATES APPROXIMATE SPACING TO BE EQUAL ON CENTER. SHALL BE CONSIDERED GENERAL GUIDELINE ONLY AND MAY BE MODIFIED TO SUIT ON-SITE CONDITIONS.
3. MATCHED: SIZE AND OTHER PHYSICAL CHARACTERISTICS TO BE SIMILAR. ALL DIMENSIONS TO BE WITHIN 5% RANGE.
4. QUANTITIES ON PLANT LIST ARE FOR CONVENIENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS SHOWN ON PLANTING PLANS AND COVERAGE OF ALL AREAS DELINEATED. WHEN DISCREPANCIES OCCUR BETWEEN PLANT LIST AND PLANTING PLANS, THE PLANS ARE TO SUPERSEDE THE PLANT LIST.
5. 4' CALIPER TREES AND LARGER TO BE LIMBED 6' MINIMUM TO FIRST BRANCH WITH NO VISIBLE PRUNING MARKS ALLOWED.

## LEGEND

- PROPERTY LINE
- EASEMENT(S)
- LAWN - SOLID SOD BERMUDA GRASS

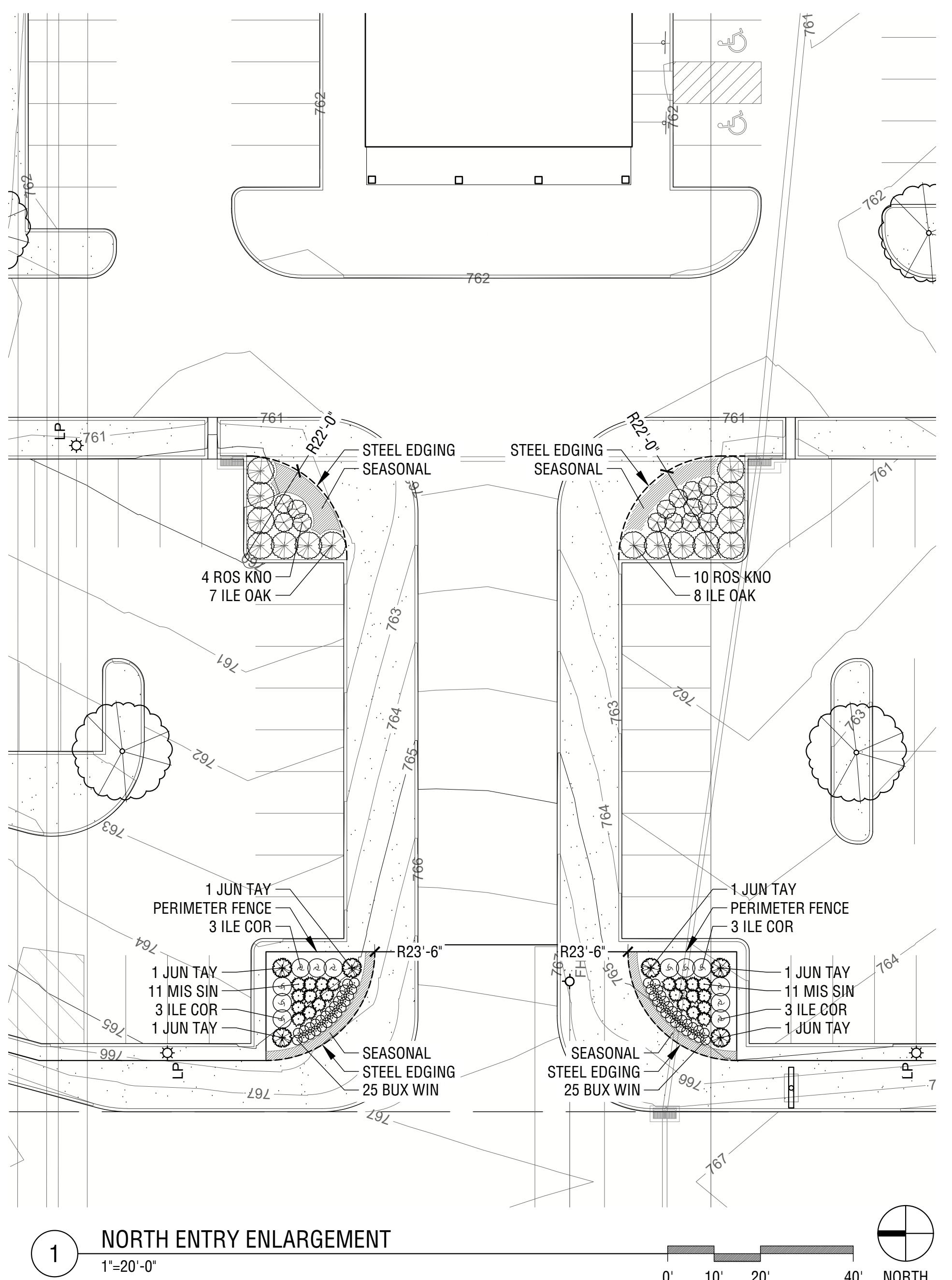

 DATE: 03/03/2017  
 Revision / Date

Project No. 55212

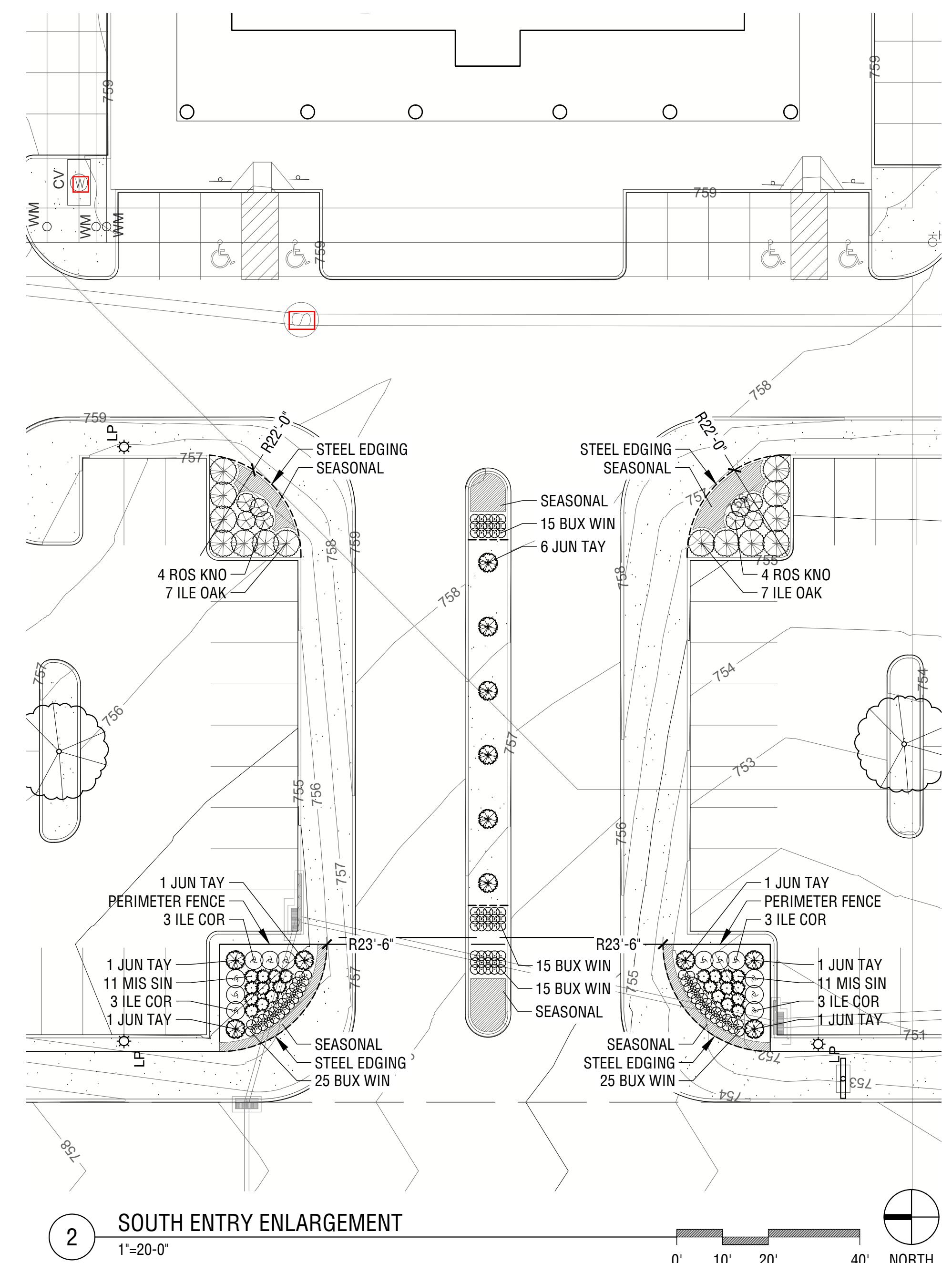
SHEET NO.

**L-2**

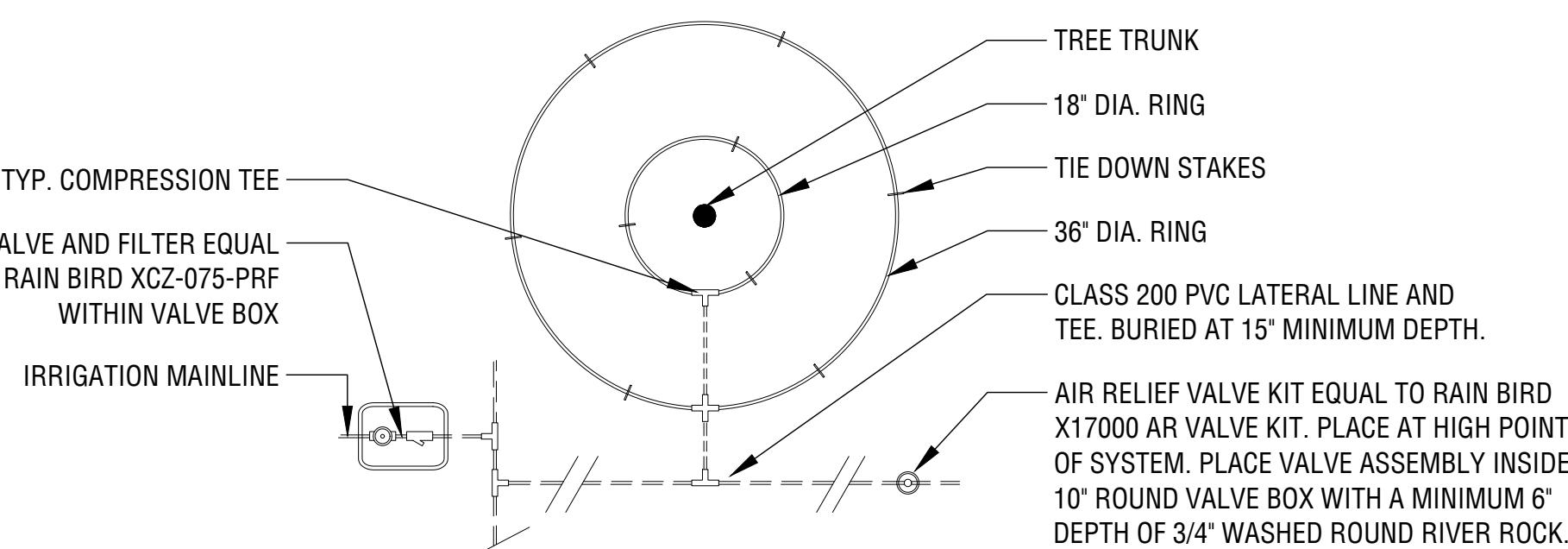
ENLARGEMENTS &amp; DETAILS



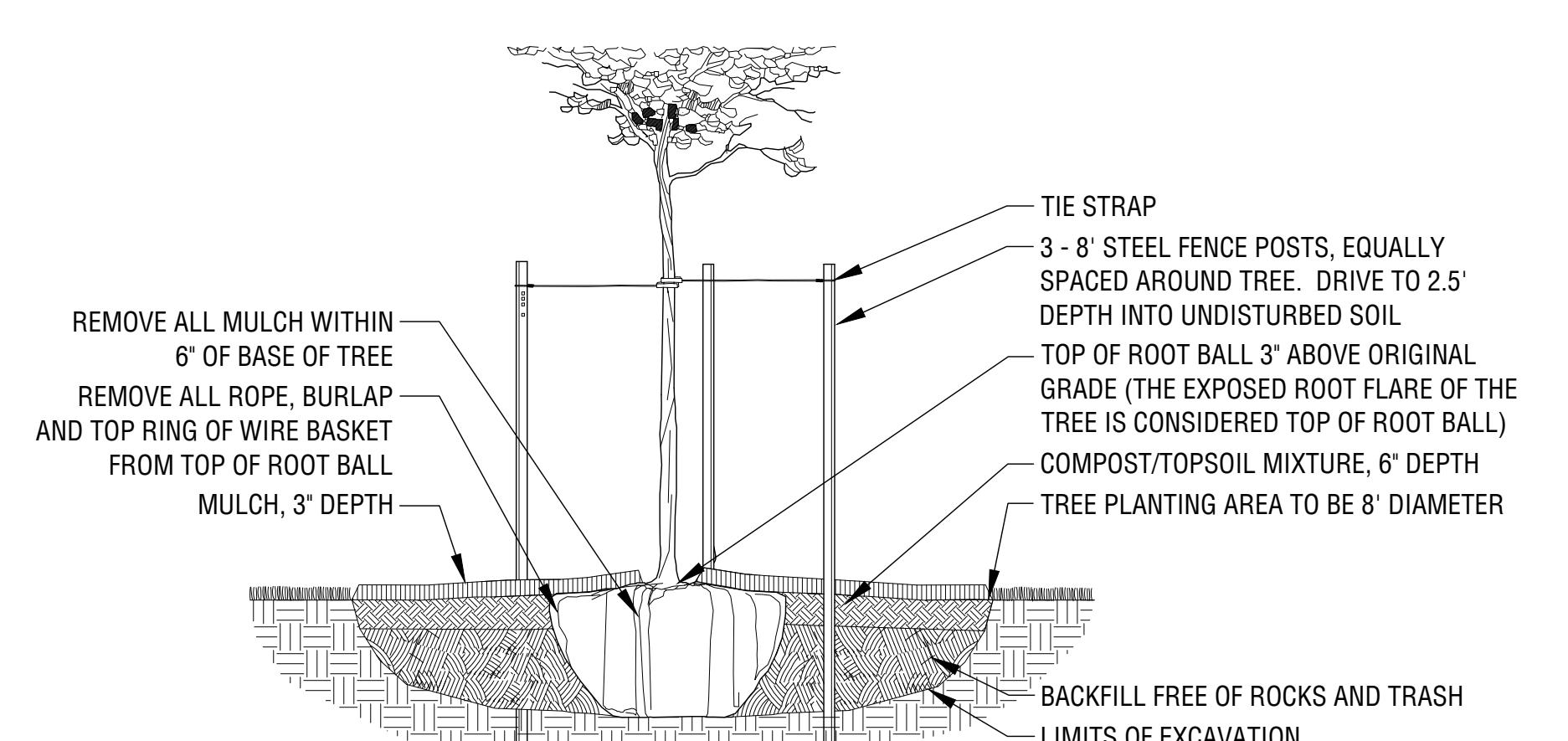
1 NORTH ENTRY ENLARGEMENT  
1'-20'-0" 0' 10' 20' 40' NORTH



2 SOUTH ENTRY ENLARGEMENT  
1'-20'-0" 0' 10' 20' 40' NORTH



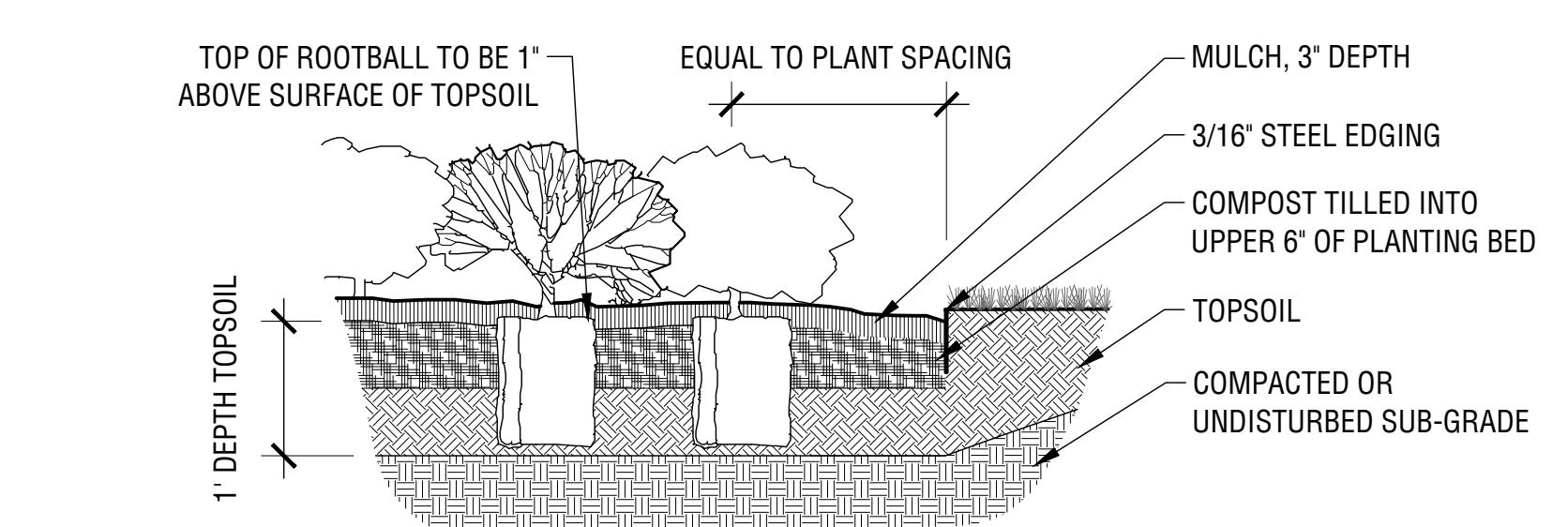
NOTE  
 1. LANDSCAPE TREE DRIP RING TO BE CENTERED AROUND TREE AND PLACED UNDER 3" MULCH LAYER.  
 2. LANDSCAPE TREE DRIP RING TUBING TO BE EQUAL TO RAINBIRD XF SERIES DRIPLINE XFD-09-12-100.  
 3. CONNECTION FROM IRRIGATION LATERAL LINE AND LANDSCAPE TREE DRIP RINGS TO BE 1/2" POLYETHYLENE TUBING WITH FITTINGS EQUAL TO RAINBIRD SP SERIES (SPIRAL BARB - 17MM).  
 4. VALVE BOX TO BE STANDARD RECTANGULAR SERIES VALVE BOX WITH EXTENSIONS AS NECESSARY.



NOTES:  
 1. EXCAVATED MATERIAL MAY BE USED FOR BACKFILL IF MATERIAL IS FRIABLE AND FREE OF ROCKS AND CLODS OVER 2" DIAMETER. PROVIDE ADDITIONAL TOPSOIL IF NEEDED FOR TOPSOIL/COMPOST MIX AT SURFACE.  
 2. AT ROOT FLAIR, MAIN ORDER ROOTS TO BE A MAXIMUM OF 1" BELOW TOP OF ROOT BALL SOIL SURFACE.  
 3. COMPOST TO BE EQUAL TO BACK TO EARTH COMPOSTED COTTON BURS.  
 4. COMPOST TO BE INCORPORATED INTO UPPER 6" OF BACKFILL BY APPROVED MEANS AT THE RATE OF 8 CUBIC FEET (4-2CF BAGS) FOR EACH TREE PLANTING AREA.  
 5. AFTER INCORPORATION OF SOIL AMENDMENTS APPLY SUPERTHRIVE ADDITIVE AT THE RATE OF 15 GAL. OF WATER AND 1 TABLESPOON OF SUPERTHRIVE PER TREE. APPLY EVENLY ONTO ROOT BALL AND PLANTING AREA IMMEDIATELY AROUND ROOT BALL.

3 TREE DRIP RING  
NTS

4 TREE PLANTING  
NTS



NOTES:  
 1. EXCAVATED MATERIAL MAY BE USED FOR BACKFILL IF MATERIAL IS FRIABLE AND FREE OF ROCKS AND CLODS OVER 2" DIAMETER. PROVIDE ADDITIONAL TOPSOIL IF NEEDED FOR TOPSOIL/COMPOST MIX AT SURFACE.  
 2. COMPOST TO BE EQUAL TO BACK TO EARTH COMPOSTED COTTON BURS.  
 3. COMPOST TO BE INCORPORATED INTO UPPER 6" OF BACKFILL BY APPROVED MEANS AT THE RATE OF 8 CUBIC FEET (4-2CF BAGS) FOR EACH SHRUB PLANTING AREA.

5 SHRUB PLANTING  
NTS

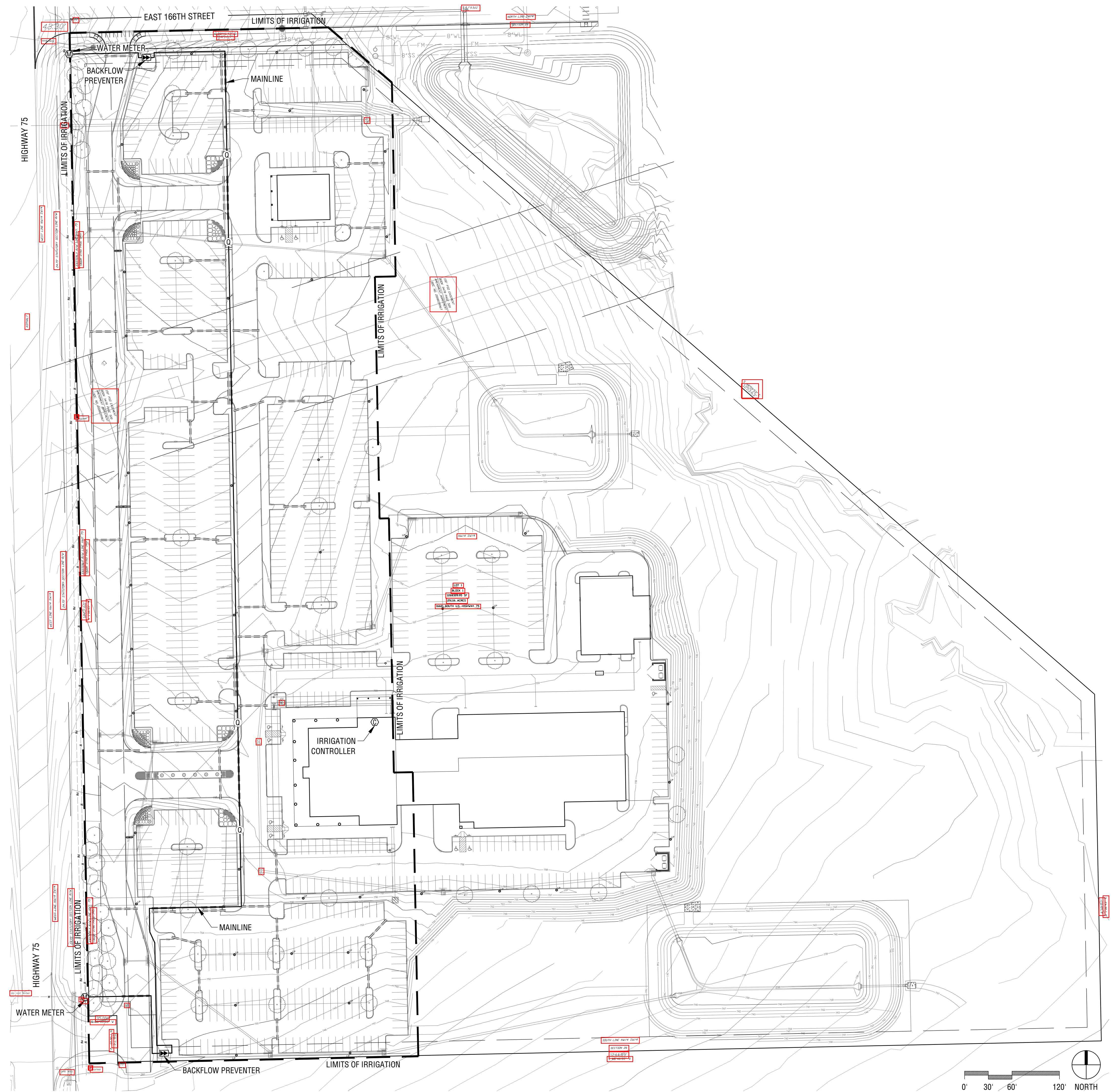


03/03/17

DATE: 03-03-2017  
Revision / Date

Project No. 55212

SHEET NO.

L-3  
IRRIGATION PLAN

## IRRIGATION NOTES

1. CONTRACTOR TO ASCERTAIN LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO EXCAVATION AND BE RESPONSIBLE FOR DAMAGE RESULTING FROM IRRIGATION OPERATIONS.
2. ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN ON THE SURVEY. CONTACT THE LOCAL UTILITY LOCATION SERVICES PRIOR TO COMMENCING CONSTRUCTION OPERATIONS.
3. CONTRACTOR SHALL VERIFY LOCATION OF IRRIGATION POINT OF CONNECTION.
4. IRRIGATION SYSTEM SHALL BE INSTALLED PER THE CITY OF GLENPOOL CODES.
5. ALL LANDSCAPE AREAS SHALL BE IRRIGATED WITHIN LIMITS OF IRRIGATION. SHRUB AND GROUND COVER AREAS SHALL BE IRRIGATED ON SEPARATE ZONES FROM LAWN AREAS, AND DRIP ZONES SHALL BE SEPARATE FROM SPRAY/ROTARY ZONES.
6. TREES LOCATED OUTSIDE OF IRRIGATION LIMITS TO HAVE A DOUBLE GATORBAG®. REFER SPECIFICATIONS.
7. WORK TO INCLUDE DESIGN AND INSTALLATION OF AUTOMATIC LAWN SPRINKLER SYSTEM PROVIDING UNIFORM MOISTURE COVERAGE. ALL PIPES AND VALVES SHALL BE TRENCHED BELOW GRADE PER SPECIFICATIONS.
8. IRRIGATION SYSTEM SHALL CONSIST OF AN ELECTRIC SOLENOID CONTROLLED UNDERGROUND SPRINKLER SYSTEM OF PVC PIPE AND FITTINGS, WITH FIXED AND POP-UP HEADS IN A MULTI-STATION SYSTEM, PROGRAMMED AS APPROVED BY THE OWNER'S REPRESENTATIVE.
9. CONTRACTOR TO FOLLOW DESIGN, SPECIFICATIONS, AND SPECIFIC MANUFACTURER'S RECOMMENDATIONS TO INSURE PROPER INSTALLATION OF THE IRRIGATION SYSTEM. CONTRACTOR SHALL NOT WILLFULLY INSTALL THE IRRIGATION SYSTEM AS INDICATED ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES OR AREA DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED DURING DESIGN. CONTRACTOR SHALL BRING SUCH OBSTRUCTIONS OR DIFFERENCES TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, CONTRACTOR ASSUMES RESPONSIBILITY OF ALL REQUIRED REVISIONS.
10. THE CONTRACTOR SHALL BE REQUIRED TO INSTALL ALL SLEEVES ON THE PROJECT WHETHER SHOWN ON THE DRAWINGS OR NOT. SLEEVES SHALL BE SIZED TWO (2) TIMES THE NOMINAL DIAMETER OF THE LARGEST PIPE PASSING THROUGH THE SLEEVE. MINIMUM SLEEVE SIZE SHALL BE 2". SLEEVES SHALL BE INSTALLED AT A MINIMUM COVER DEPTH OF EIGHTEEN (18") FROM FINISHED GRADE. COORDINATE HORIZONTAL AND VERTICAL ELEVATIONS WITH UTILITIES AND FOOTINGS. A SEPARATE MINIMUM 2" DIAMETER SLEEVE SHALL BE PROVIDED FOR THE CONTROL WIRES TO PASS THROUGH AT EACH CROSSING. THE CONTRACTOR SHALL RECEIVE THE OWNER REPRESENTATIVE'S APPROVAL FOR ALL REQUIRED BORES UNDER ROADS, PATHS AND SIDEWALKS.
11. THE AUTOMATIC IRRIGATION CONTROLLER TO BE INSTALLED AT THE LOCATION SHOWN. THE CONTRACTOR SHALL RECEIVE THE OWNER REPRESENTATIVE'S APPROVAL FOR SPECIFIC PLACEMENT PRIOR TO INSTALLATION. THE CONTRACTOR SHALL PROVIDE A 2" SCHEDULE 40 PVC CONDUIT FOR IRRIGATION CONTROL WIRES. THE IRRIGATION CONTRACTOR SHALL COORDINATE THE LOCATION OF THE 120 VOLT POWER SOURCE AND VERIFY ITS INSTALLATION PRIOR TO COMMENCING IRRIGATION WORK.
12. ADJUST ALL HEADS TO MINIMIZE OVER SPRAY ONTO HARDCAPE AND BUILDINGS. USE PCS SCREENS AS NEEDED ON SPRAY HEADS WITH 5-15 SERIES MPR SPRAY NOZZLES TO ADJUST OVER SPRAY. USE RADIUS ADJUSTMENT SCREW ON 5-15 SERIES MPR SPRAY NOZZLES ONLY WHEN NECESSARY.
13. ALL SPRAY AND ROTARY HEADS SHALL BE INSTALLED PERPENDICULAR (90 DEGREES) TO FINISHED GRADE.
14. SPRAY SPRINKLER HEADS WITH CHECK VALVES SHALL BE REQUIRED TO PREVENT LOW HEAD DRAINAGE. CONTRACTOR SHALL INSTALL ADDITIONAL IN-LINE CHECK VALVES AS REQUIRED WHEN HEAD OF WATER IN UPSTREAM PIPE EXCEEDS THE CAPACITY OF DOWNSTREAM SPRINKLER HEAD CHECK VALVES.
15. ANY TRENCHING REQUIRED FOR THE INSTALLATION OF LANDSCAPE IRRIGATION SHALL BE PLACED AS FAR FROM EXISTING TREE TRUNKS AS POSSIBLE. WHERE PRACTICAL, IRRIGATION PIPING WILL ENTER THE DRIPLINE OF TREES DIRECTLY TOWARD THE TREE TRUNK AND NOT PASS COMPLETELY THROUGH THE ROOTZONE.
16. CONTRACTOR SHALL PROVIDE "AS BUILT" DRAWINGS TO THE OWNER'S REPRESENTATIVE UPON COMPLETION OF THE INSTALLATION.
17. BY SUBMITTING A BID, THE CONTRACTOR ACKNOWLEDGES THAT HE HAS VISITED THE SITE AND BECOME FAMILIAR WITH THE CONDITIONS RELATED TO THE INSTALLATION OF SITE IMPROVEMENTS.

## LEGEND

- W IRRIGATION METER
- IRRIGATION BACKFLOW PREVENTER IN HOTBOX
- Q IRRIGATION QUICKCOUPLER
- ① IRRIGATION CONTROLLER
- - - LIMITS OF AUTOMATIC IRRIGATION SYSTEM
- 3" SCH. 40 PVC IRRIGATION MAINLINE
- - - IRRIGATION SLEEVING. REFER NOTES.

0' 30' 60' 120' NORTH

**CALLAHAN & FREEMAN**  
A. R. C. H. I. T. E. C. T. S.  
P: 817.478.1765  
P.O. BOX 15580  
FORT WORTH, TEXAS 76119

*Speed*  
**Fab-Crete**  
DESIGN-BUILD GENERAL CONTRACTOR  
P: 817.478.1137  
P.O. BOX 15580  
FORT WORTH, TEXAS 76119

A NEW DEALERSHIP FOR  
**MARK ALLEN CHEVROLET**  
GLENPOOL, OK

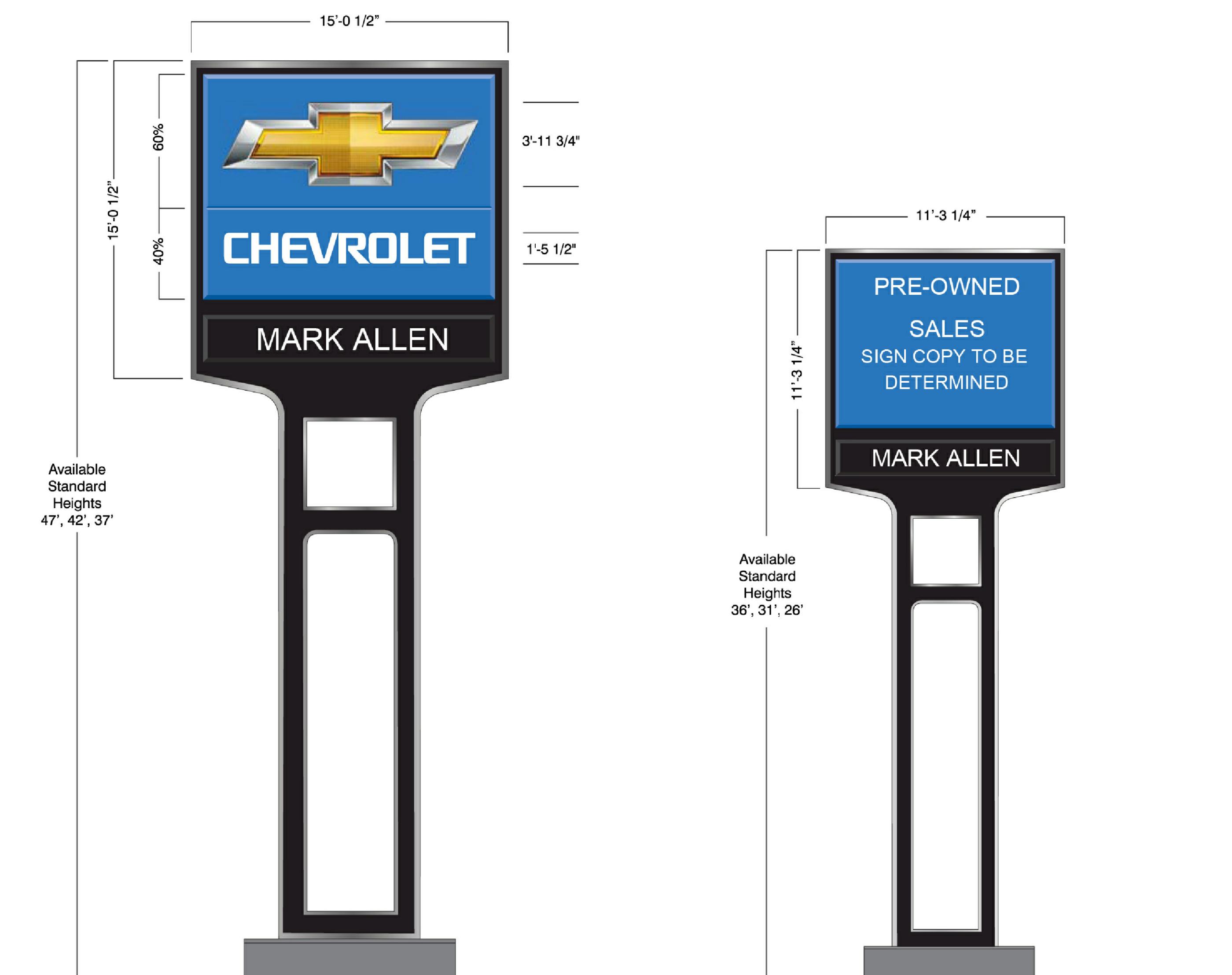
**PRELIMINARY**  
NOT FOR REGULATORY APPROVAL,  
PERMITTING, OR CONSTRUCTION.

DATE: 03-01-2017  
Revision Date

Project No. 55212

SHEET NO.  
**A-7**  
SIGNS

PRELIMINARY PLANS



2 CHEVROLET DEALERSHIP SIGN  
SCALE: 1/4"=1'-0"

1 PRE-OWNED SALES SIGN  
SCALE: 1/4"=1'-0"

**MARK ALLEN CHEVROLET**  
 A NEW DEALERSHIP FOR

**PRELIMINARY**  
 NOT FOR REGULATORY APPROVAL,  
 PERMITTING, OR CONSTRUCTION.
DATE: 03-01-2017  
Revision Date

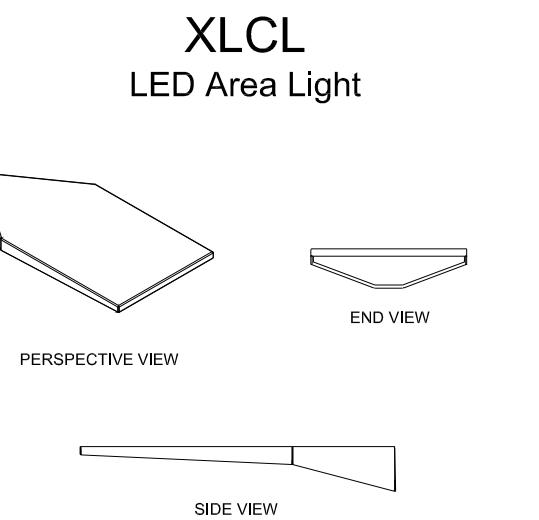
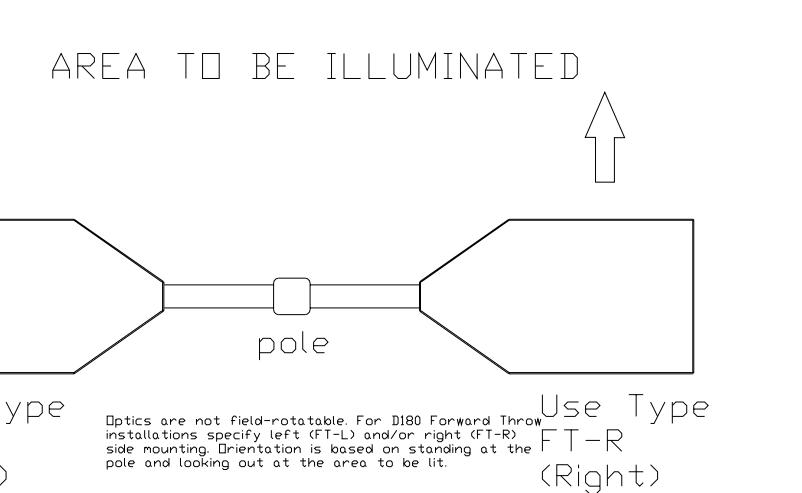
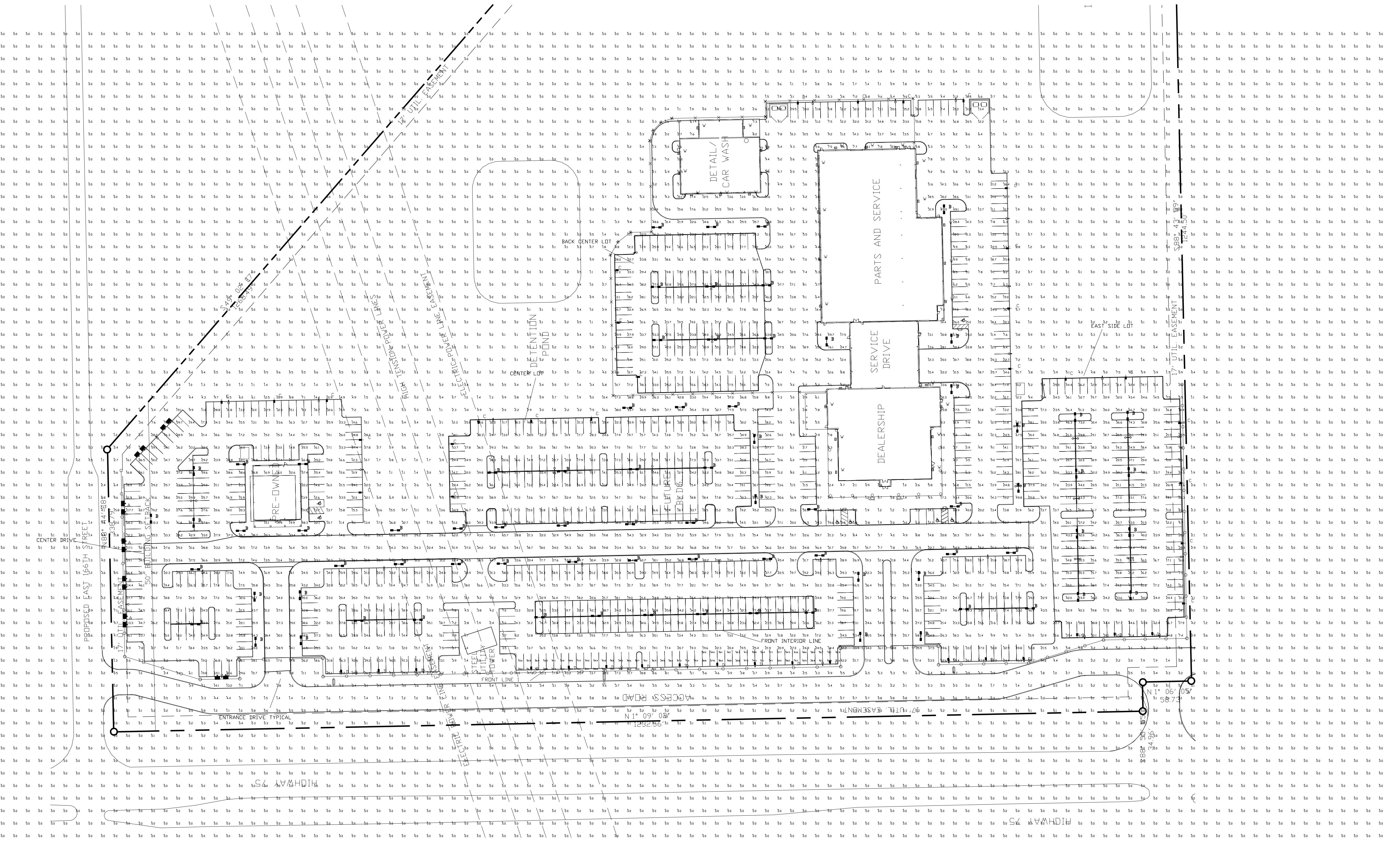
Project No. 55212

SHEET NO.  
**A-6**  
SIGNS

PRELIMINARY PLANS

Luminaire Schedule				Description				
Symbol	Qty	Label	Arrangement	LLF	Lumens/Lamp	Arr. Lum.	Lumens	Arr. Watts
7	1	A	GROUP	XLCL-1(FT-L) (DFT-R-LED-HD-CW-D180ROT-22' MH	1.000	N.A.	116288	1089.6
78	1	B	D180°	XLCL-5-LED-HD-CW-D180-24' MH	1.000	N.A.	118306	1093.6
27	1	C	SINGLE	XLCL-FT-LED-HD-CW SINGLE 24' MH	1.000	N.A.	57320	544.8
18	1	D	SINGLE	XLCL-FT-LED-HD-CW-SINGLE-22' MH	1.000	N.A.	59061	532.5
29	1	W	SINGLE	XWM-FT-LED-08-50-15' MH	1.000	N.A.	8654	76

Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Avg/Min
ALL CALCS @ 4' ABOVE GRADE	Illuminance	Fc	7.88	117.7	0.0	N.A.
FRONT LINE 1	Illuminance	Fc	52.53	99.5	21.3	2.47
BACK CENTER LOT	Illuminance	Fc	25.36	77.9	9.4	2.70
CENTER DRIVE	Illuminance	Fc	26.34	68.4	3.7	7.12
CENTER LOT	Illuminance	Fc	24.73	91.0	8.2	3.02
EAST SIDE LOT	Illuminance	Fc	27.23	93.4	7.5	3.63
ENTRANCE DRIVE TYPICAL	Illuminance	Fc	28.14	53.2	16.4	1.72
FRONT INTERIOR LINE	Illuminance	Fc	34.17	77.4	18.5	4.18



## STAFF REPORT

TO: THE GLENPOOL PLANNING COMMISSION  
FROM: RICK MALONE, CITY PLANNER  
RE: STAFF RECOMMENDATION  
PRELIMINARY PLAT REVIEW: GLENN HILLS BLOCKS 1-6  
DATE: April 10<sup>th</sup>, 2017

### **BACKGROUND:**

Ryan McCarty with Select Design have submitted a Preliminary Plat covering a 28.8-acre tract located west of the northwest corner of 141<sup>st</sup> Street and S. Peoria Ave.

### **ZONING:**

This property is currently zoned RS-4 (Residential single-family highest density district) by case GZ-256 approved by the Planning Commission on 11/14/16 and City Council on 12/13/16 by Ordinance #728 and an overlay district was also approved at the same Planning Commission and City Council meetings by ordinance 729. All rezoning is subject to platting prior to development.

### **TAC MEETING: 3/31/17**

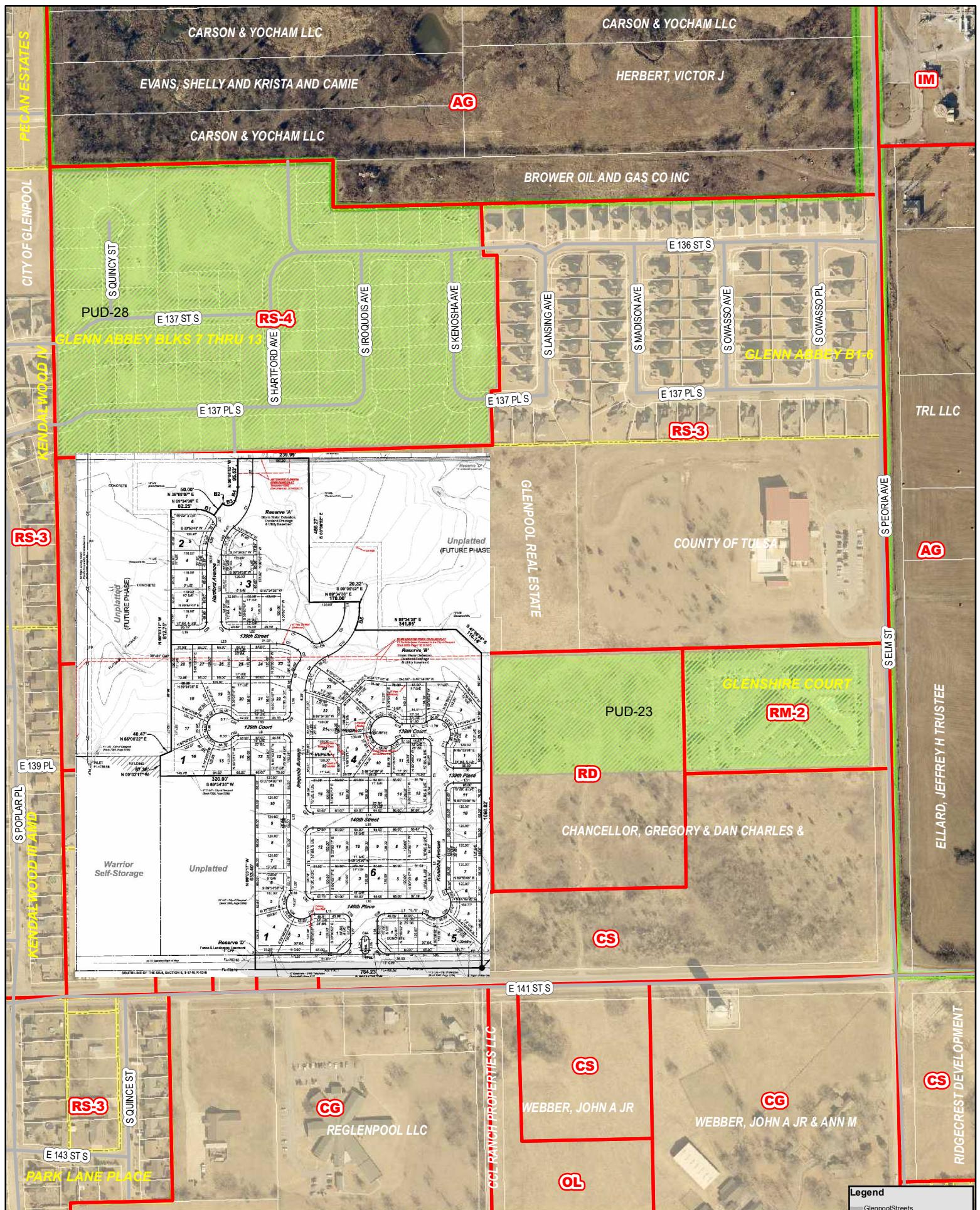
- Additional 17 1/2' utility easement needed on west side of addition.
- Hydrology Master Report due.
- Drainage Basin Lift Station report due.
- Overhead or buried electric lines, working out with OG&E. Remove electric pole Northeast corner. Easements to be vacated: Timing and process.
- Additional detention pond required on full development.
- Earth Change permit application required.
- Fire Chief, Ok with plan regarding circulation & fire protection.
- AT&T: easements ok.
- ONG: Lots 7 & 8 block 5 need easements.
- Change easement lots 4-5 Block 5 from drainage to pedestrian way.
- Revise alignment with storm sewer for abutting tract.
- LNA all along 141st side except where current access is allowed.
- Street names issued: OK
- Need additional info from Corporation Commission for plugging all existing oil wells.
- Redlines given to project engineer at plan review meeting on 4/3/17.
- Planning: Per the Glenpool Subdivision Regulations Glenn Hills Blocks 1-6 meets the requirements for Preliminary Plat.
- Revise deed of dedication to reflect the PUD restrictions agreed to by the Planning Commission and City Council meetings.

### **RECOMMENDATION:**

Staff recommends approval of the Preliminary Plat of GLENN HILLS BLOCKS 1-6 subject to the conditions of the Staff and TAC review.

### **ATTACHMENTS:**

1. Case Map
2. 11" X 17" PRELIMINARY PLAT OF GLENN HILLS BLOCKS 1-6.



## **Glenn Hills Block 1-6**





# Deed of Dedication & Restrictive Covenants

## GLENN HILLS, BLOCKS 1-6 / PLANNED UNIT DEVELOPMENT NO. 34

KNOW ALL MEN BY THESE PRESENTS:

K & S DEVELOPMENTS, INC., AN OKLAHOMA CORPORATION, HEREINAFTER REFERRED TO AS THE OWNER, IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWELVE (12), 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, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE SOUTH 89°34'38" WEST ALONG THE SOUTH LINE OF SAID SE/4 A DISTANCE OF 1280.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE 89°34'38" WEST 764.23 FEET; THENCE NORTH 00°03'17" WEST 653.40 FEET; THENCE SOUTH 89°34'38" WEST 320.00 FEET; THENCE NORTH 00°03'17" WEST 67.36 FEET; THENCE NORTH 66°06'22" EAST 40.47 FEET; THENCE NORTH 00°03'17" WEST 812.75 FEET; THENCE NORTH 89°34'38" EAST 85.25 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00', AN ARC LENGTH OF 63.84 FEET, A CHORD BEARING OF SOUTH 72°08'07" EAST AND A CHORD LENGTH OF 62.76 FEET; THENCE NORTH 36°09'07" EAST 50.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00', AN ARC LENGTH OF 4.28 FEET, A CHORD BEARING OF SOUTH 53°01'50" EAST AND A CHORD LENGTH OF 4.28 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 4.619 FEET, A CHORD BEARING OF NORTH 74°51'30" EAST AND A CHORD LENGTH OF 39.89 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 48.09 FEET, A CHORD BEARING OF NORTH 10°54'28" EAST AND A CHORD LENGTH OF 47.80 FEET; THENCE NORTH 00°06'52" WEST 95.53 FEET TO THE SOUTH LINE OF GLENN ABBEY BLOCKS 7 THRU 13; THENCE NORTH 89°34'38" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 239.99 FEET; THENCE SOUTH 00°06'52" EAST 485.27 FEET; THENCE NORTH 89°34'38" EAST 170.00 FEET; THENCE SOUTH 00°06'52" EAST 20.33 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 77.41 FEET, A CHORD BEARING OF SOUTH 12°33'25" WEST AND A CHORD LENGTH OF 76.78 FEET; THENCE NORTH 89°34'38" EAST 341.85 FEET; THENCE SOUTH 47°09'36" EAST 116.14 FEET; THENCE SOUTH 00°06'52" EAST 1060.02 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 1,255,578.71 SQUARE FEET OR 28.8 ACRES.

BASIS FOR BEARING - THE SOUTH LINE OF THE SE/4 OF SECTION 12, T17N, R12E AS SOUTH 89°34'38" WEST.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 86 LOTS, 6 BLOCKS, 5 RESERVE AREAS, AND STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "GLENN HILLS, BLOCKS 1-6", A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA.

## SECTION I. STREETS, EASEMENTS AND UTILITIES

### A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. ADDITIONALLY, THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID. PROVIDED, HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

### B. UNDERGROUND SERVICE

1. OVERHEAD POLES MAY BE LOCATED ALONG THE SOUTH PERIMETER OF THE SUBDIVISION AS NECESSARY IF LOCATED IN UTILITY EASEMENTS FOR THE PURPOSE OF THE SUPPLY OF UNDERGROUND SERVICE. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL ELECTRIC AND COMMUNICATION SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS, SHOWN ON THE ATTACHED PLAT.

2. ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS SHOWN ON THE PLAT OF THE SUBDIVISION. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE SAID UTILITY EASEMENTS.

3. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON EACH SAID LOT, PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.

4. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OF THE SUBDIVISION OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVE THE PERPETUAL RIGHT, PRIVILEGE, AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.

5. THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICES.

### C. WATER MAINS, SANITARY SEWERS, AND STORM SEWER SERVICES

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS IN THIS ADDITION.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF THE CITY OF GLENPOOL, INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

3. THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

4. THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THE DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

### D. SURFACE DRAINAGE

EACH LOT DEPICTED ON THE PLAT OF GLENN HILLS, BLOCKS 1-6, SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS. NO LOT OWNER(S), SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF GLENPOOL, OKLAHOMA.

### E. PAVING AND LANDSCAPING WITHIN EASEMENT

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY PLACEMENTS, REPLACEMENTS, OR MAINTENANCE OF WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT. PROVIDED HOWEVER, THE CITY OF GLENPOOL, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

### F. OVERLAND DRAINAGE EASEMENTS

1. OVERLAND DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY DEDICATED TO THE CITY OF GLENPOOL OR ITS SUCCESSORS FOR THE PURPOSE OF MAINTAINING, CONSTRUCTING OR REPAIRING ALL DRAINAGE FACILITIES WITHIN THESE EASEMENTS MAY BE USED FOR UTILITIES ACCORDING TO THE PROVISIONS IN THE CERTIFICATE OF DEDICATION AS IT APPLIES TO EASEMENTS, EXCEPT THAT CONSTRUCTION AND USE OF UTILITIES THEREIN SHALL NOT INTERFERE WITH THE USE FOR DRAINAGE PURPOSES.

2. NO BUILDING STRUCTURE, WALL, FENCE, OR ABOVE OR BELOW GROUND OBSTRUCTIONS SHALL BE CONSTRUCTED OR PLACED WITHIN ANY DRAINAGE EASEMENT WITHOUT APPROVAL OF THE CITY OF GLENPOOL.

3. THE OWNER OF EACH LOT UPON WHICH A DRAINAGE EASEMENT IS SITUATED SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY SAID EASEMENT WHICH TRAVERSES THEIR RESPECTIVE PROPERTY.

4. IN THE EVENT OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF THE CONTOUR THEREIN, THE CITY OF GLENPOOL OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT BY THE OWNER, OR THE HOMEOWNER'S ASSOCIATION. IN THE COST THEREOF SHALL BE PAID BY THE OWNER, OR THE HOMEOWNER'S ASSOCIATION. IN THE EVENT OWNER OR THE HOMEOWNER'S ASSOCIATION, AS THE CASE MAY BE, FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF GLENPOOL, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER FILE A LIEN AGAINST THE SUBJECT LOT, SUCH LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF GLENPOOL.

### G. STORM WATER DETENTION

1. THE OWNER/DEVELOPER DOES HEREBY GRANT AND ESTABLISH A PERPETUAL EASEMENT ON, OVER AND ACROSS RESERVE AREA 'A' (HEREINAFTER REFERRED TO AS THE "DETENTION EASEMENT AREA") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION.

2. DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE DETENTION EASEMENT AREAS SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF GLENPOOL, OKLAHOMA.

3. DETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION (TO BE FORMED PURSUANT TO SECTION IV) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE HOMEOWNERS' ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE DETENTION EASEMENT AREAS WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

THE DETENTION EASEMENT AREAS SHALL BE KEPT FREE OF LITTER.

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

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

5. IN THE EVENT THE HOMEOWNERS' ASSOCIATION, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF GLENPOOL, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH RESIDENTIAL LOT WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL BE LIMITED TO ITS PROPORTIONATE SHARE OF THE COSTS.

6. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF GLENPOOL, OKLAHOMA.

### H. RESERVE AREAS "A" & U/E AND "B" & U/E

RESERVE AREAS "A" & U/E AND "B" & U/E ARE HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING DETENTION FACILITIES, UTILITY EASEMENT, OPEN SPACE, RECREATION, AND LANDSCAPING, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE GLENN HILLS MASTER HOMEOWNERS ASSOCIATION, FOR THEIR USE AND MAINTENANCE, TO BE COMPRISED OF THE OWNERS OF ALL RESIDENTIAL LOTS WITHIN THE GLENN HILLS DEVELOPMENT COMMUNITY AS SET FORTH WITHIN SECTION IV HEREOF.

### I. RESERVE AREA "C" & U/E

RESERVE AREA "C" & U/E IS HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING UTILITY EASEMENT, OPEN SPACE, AND LANDSCAPING, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE GLENN HILLS MASTER HOMEOWNERS ASSOCIATION, FOR THEIR USE AND MAINTENANCE, TO BE COMPRISED OF THE OWNERS OF ALL RESIDENTIAL LOTS WITHIN THE GLENN HILLS DEVELOPMENT COMMUNITY AS SET FORTH WITHIN SECTION IV HEREOF.

### J. RESERVE AREAS "D" AND "E"

RESERVE AREAS "D" AND "E" ARE HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING FENCE AND LANDSCAPE EASEMENT, LANDSCAPING, ENTRY FEATURES AND WALLS, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE GLENN HILLS MASTER HOMEOWNERS ASSOCIATION, FOR THEIR USE AND MAINTENANCE, TO BE COMPRISED OF THE OWNERS OF ALL RESIDENTIAL LOTS

WITHIN THE GLENN HILLS DEVELOPMENT COMMUNITY AS SET FORTH WITHIN SECTION IV HEREOF.

## SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "GLENN HILLS" WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 34), AS PROVIDED WITHIN SECTION 100 OF TITLE, GLENPOOL REVISED ORDINANCES, AS THE SAME EXISTED ON DECEMBER 13, 2016, (HEREINAFTER THE "GLENPOOL ZONING CODE"), AND

WHEREAS, PUD NO. 34 WAS AFFIRMATIVELY RECOMMENDED BY THE GLENPOOL PLANNING COMMISSION ON NOVEMBER 14, 2016 AND APPROVED BY THE GLENPOOL CITY COUNCIL ON DECEMBER 13, 2016 (PUD ORDINANCE 728), AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE GLENPOOL ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND AMENDMENTS THERETO, AND

WHEREAS, THE OWNERS ESTABLISHED RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF GLENPOOL, OKLAHOMA, AND

THEFORE, THE OWNERS DO HEREBY IMPOSE RESTRICTIONS AND COVENANTS TO ALL LOTS CONTAINED WITHIN THIS SUBDIVISION PLAT (GLENN HILLS, BLOCKS 1-6), AND WHICH COVENANTS SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

GROSS LAND AREA: 28.82 ACRES (1,255,578.71 SQUARE FEET)  
EXISTING ZONING: PUD NO. 34 / RS-4

GLENN HILLS NEIGHBORHOOD P.U.D. DEVELOPMENT STANDARDS INCLUDES ALL LOTS LOCATED WITHIN GLENN HILLS, BLOCKS 1-6:

### PERMITTED USES:

SINGLE-FAMILY DWELLINGS, AND CUSTOMARY FACILITIES AND AMENITIES, INCLUSIVE OF COMMON SPACE AREA USES AND ACTIVITIES GENERALLY FOUND WITHIN MASTER-PLANNED RESIDENTIAL COMMUNITIES.

MINIMUM LOT WIDTH:	65 FEET
MINIMUM LOT AREA:	7,800 SQUARE FEET
MINIMUM FRONT YARD SETBACK:	25 FEET
MINIMUM REAR YARD SETBACK:	20 FEET
MINIMUM SIDE YARD SETBACK:	5 FEET EACH SIDE OR 10 FEET ONE SIDE AND 0 FEET ON THE OTHER SIDE
MINIMUM DWELLING SIZE:	MINIMUM OF 1,400 SQUARE FEET OF FINISHED HEATED LIVING AREA.
MAXIMUM STRUCTURE HEIGHT:	35 FEET

### MINIMUM BUILDING SETBACKS:

FROM INTERNAL STREET RIGHT-OF-WAY LIMITS: 25 FEET, WITH THE EXCEPTION OF CORNER SUBDIVISION LOTS WHICH MAY HAVE ONE 15' B/L SETBACK ALONGSIDE ONE STREET IN WHICH

3. **NUISANCE:** NO NOXIOUS OR OFFENSIVE ACTIVITY OF ANY KIND SHALL BE CARRIED ON UPON ANY LOT OR THE COMMON AREA, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME A NUISANCE OR ANNOYANCE TO THE NEIGHBORHOOD. NO EXTERIOR SPEAKER, HORN, WHISTLE, BELL, OR OTHER SOUND DEVICE, EXCEPT SECURITY AND FIRE DEVICES USED EXCLUSIVELY FOR SECURITY AND FIRE PURPOSES, SHALL BE LOCATED, USED OR PLACED ON A LOT. ACTIVITIES EXPRESSLY PROHIBITED ON LOTS ARE THOSE WHICH MAY BE OFFENSIVE BY REASON OF ODOR, FUMES, DUST, SMOKE, NOISE, VISION, VIBRATION, OR POLLUTION, OR WHICH ARE HAZARDOUS BY REASON OF EXCESSIVE DANGER, FIRE, OR EXPLOSION.

4. **ANIMALS:** NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE KEPT ON ANY LOT EXCEPT FOR A TOTAL OF THREE (3) HOUSEHOLD, DOMESTIC PETS AND THE SUCKLING YOUNG OF SAID ANIMALS; PROVIDED, HOWEVER, THAT NO MORE THAN TWO (2) ADULT DOGS SHALL BE MAINTAINED ON ANY LOT. EXCESSIVE BARKING BY ANY DOG SHALL, IN THE SOLE OPINION OF THE DECLARANT OR THE MAJORITY OF THE BOARD OF DIRECTORS OF THE ASSOCIATION, BE DEEMED A NUISANCE AND IMMEDIATELY SUBJECT THE DOG TO IMPOUND AND THE OWNER THEREOF TO A FINE LEVIED BY THE ASSOCIATION IN AN AMOUNT DETERMINED BY THE ASSOCIATION IN ACCORDANCE WITH ITS ESTABLISHED RULES AND REGULATIONS (NOT TO EXCEED \$100.00 PER DAY), AND/OR TO SUCH OTHER ACTIONS AS THE ASSOCIATION MAY DETERMINE APPROPRIATE. THE AMOUNT OF SUCH FINE, IF NOT PAID BY ITS DUE DATE, SHALL BECOME A LIEN UPON THE OWNER'S LOT AND SUBJECT TO ENFORCEMENT AND FORECLOSURE AS SET FORTH IN ARTICLE V HEREOF. ANIMALS SHALL NOT BE KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSES. WHENEVER IN THE OPINION OF THE DECLARANT OR BOARD OF DIRECTORS OR AUTHORIZED COMMITTEE OF THE ASSOCIATION, AN ANIMAL IS DEEMED OFFENSIVE TO SURROUNDING PROPERTY OWNERS AND/OR A NUISANCE TO THE PUBLIC, THE OWNER OF SUCH ANIMAL SHALL REMEDY SUCH EXCESSIVE NOISE OR NUISANCE WITHIN FORTY-EIGHT (48) HOURS FROM THE DATE NOTICE (ORAL OR WRITTEN) IS DELIVERED TO SUCH OWNER BY THE DECLARANT OR THE ASSOCIATION. ALL ANIMALS MUST BE FENCED IN OR KEPT ON A LEASH. ANIMAL SHELTERS, SUBJECT TO THE RULES AND REGULATIONS OF THE ASSOCIATION, SHALL BE SCREENED FROM VIEW FROM ANY STREET UNLESS BUILT IN CONFORMITY TO THE REQUIREMENT FOR OUTBUILDINGS HEREIN. NO EXOTIC ANIMALS SHALL BE PERMITTED ON ANY LOT OR THE COMMON AREAS; PROVIDED, HOWEVER, DOMESTIC PETS SHALL BE PERMITTED WITHIN THE COMMON AREAS SUBJECT TO THE RULES AND REGULATIONS OF THE ASSOCIATION. UNLEASHED ANIMALS SHALL NOT BE PERMITTED TO ROAM ON THE COMMON AREA, ANY PARK AREAS OR RESERVE AREAS, AND AT THE OPTION OF THE DECLARANT OR THE ASSOCIATION, STEPS MAY BE TAKEN TO CONTROL ANY ANIMALS NOT UNDER THE IMMEDIATE CONTROL OF THEIR OWNERS, INCLUDING THE RIGHT TO IMPOUND SUCH ANIMALS AND TO CHARGE FEES FOR THEIR RETURN.

5. **Maintenance:** ALL LOTS AND IMPROVEMENTS THEREON, INCLUDING BUT NOT LIMITED TO, THE RESIDENTIAL STRUCTURE, OUT BUILDING, IF ANY, FENCES, IF ANY, LANDSCAPING AND OTHER IMPROVEMENTS SHALL BE KEPT AT ALL TIMES IN A NEAT, ATTRACTIVE, HEALTHFUL AND SANITARY CONDITION. ALL LOTS SHALL BE KEPT FREE FROM RUBBISH, LITTER AND NOXIOUS WEEDS. ALL STRUCTURES, LANDSCAPING AND IMPROVEMENTS PLACED UPON ANY LOT SHALL BE MAINTAINED IN GOOD CONDITION AND REPAIR AT ALL TIMES. EACH LOT SHALL BE SUBJECT TO AN EASEMENT IN FAVOR OF DECLARANT AND/OR ITS DESIGNEES FOR ACCESS TO MAKE REASONABLE GRADING AND REPAIR WORK, AS WELL AS TO ALLOW FOR THE FREE FLOW OF STORM WATER ACROSS PORTIONS OF SUCH LOT; SUCH ENTRY SHALL BE MADE ONLY AT REASONABLE TIMES AND WITH AS LITTLE INCONVENIENCE AS POSSIBLE TO THE OWNER OF THE LOT BEING ENTERED, AND WITH ADVANCE NOTICE TO SUCH OWNER. SUCH EASEMENT SHALL NOT PERMIT ENTRY INTO ANY RESIDENCE OR GARAGE, AND ANY DAMAGE CAUSED TO THE LOT OR ADJOINING PROPERTY ENTERED BY VIRTUE OF USE OF SUCH EASEMENT SHALL BE REPAIRED AT THE SOLE EXPENSE OF THE OWNER WHOSE PROPERTY WAS THE OBJECT OF THE REPAIR WORK. ALL YARD EQUIPMENT SHALL BE SCREENED FROM VIEW OF NEIGHBORING LOTS, STREETS, OR OTHER PROPERTY. MAINTENANCE OF RESIDENTIAL STRUCTURES AND LOTS SHALL ALSO COMPLY WITH RULES AND REGULATIONS PUBLISHED BY THE ASSOCIATION, INCLUDING, BUT NOT LIMITED TO ARCHITECTURAL CONTROL REQUIREMENTS; PROVIDED, HOWEVER, THE DECLARANT RESERVES CONTROL OVER ALL ARCHITECTURAL REQUIREMENTS RELATING TO THE CONSTRUCTION OF ALL IMPROVEMENTS UNTIL SUCH TIME AS THE LOT OR COMMON AREA CONTAINING SUCH STRUCTURE IS TRANSFERRED TO AN OWNER OCCUPANT OR THE ASSOCIATION, RESPECTIVELY. UPON SUCH TRANSFER TO AN OWNER OCCUPANT OR THE ASSOCIATION, AS THE CASE MAY BE, NO BUILDING, RESIDENCE, FENCE, WALL OR OTHER STRUCTURAL OR LANDSCAPING IMPROVEMENT SHALL BE COMMENCED, ERECTED OR MAINTAINED UPON ANY OF THE LOTS WITHIN GLENN HILLS, NOR SHALL ANY EXTERIOR ADDITION TO OR CHANGE OR ALTERATION THEREIN, OR CHANGE IN THE EXTERIOR APPEARANCE THEREOF, OR MAJOR CHANGE IN LANDSCAPING BE MADE, UNTIL SUCH MATTER IS APPROVED IN WRITING BY THE ASSOCIATION'S BOARD OF DIRECTORS.

6. **WIND GENERATORS; SOLAR COLLECTORS:** NO WIND GENERATORS OR SOLAR COLLECTORS SHALL BE INSTALLED ON THE COMMON AREA OR ANY OTHER RESERVE. FURTHER, NO WIND GENERATORS OR SOLAR COLLECTORS SHALL BE INSTALLED ON ANY LOT OR RESIDENCE THEREON WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DECLARANT OR THE ASSOCIATION IN ADVANCE OF ITS INSTALLATION.

7. **CLOTHES LINES:** THE DRYING OF CLOTHES ON ANY LOT IN PUBLIC VIEW IS PROHIBITED.

8. **STORAGE:** NO OUTSIDE STORAGE OR KEEPING OF BUILDING MATERIALS, TRACTORS, MOWERS, EQUIPMENT, IMPLEMENTS OR SALVAGE ON ANY LOT SHALL BE PERMITTED; PROVIDED, HOWEVER, BUILDING MATERIALS MAY BE STORED ON A LOT FOR A PERIOD OF THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION AND CONSTRUCTION SHALL BE COMPLETED WITHIN NINE (9) MONTHS AFTER THE POURING OF THE FOOTING.

9. **WASTE:** NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTES. ALL WASTE SHALL BE KEPT IN SANITARY CONTAINERS AND ALL EQUIPMENT FOR STORAGE OR DISPOSAL OF SUCH MATERIAL AND ALL LOTS SHALL BE KEPT IN A CLEAN, NEAT AND ORDERLY MANNER WHICH SHALL BE KEPT ON SUCH LOT AND STORED FROM PUBLIC VIEW, UNTIL SUCH DAY AS MAY BE DESIGNATED FOR COLLECTION OF SUCH CONTAINERS OR MATERIAL. ALL LOTS AND ALL EASEMENTS THEREON SHALL BE KEPT CLEAN, NEAT AND MOWED TO THE STREET BY THE OWNER OF SAID LOT. ALL RESIDENTIAL WASTE CONTAINERS MUST BE REMOVED FROM THE CURBSIDE AND SCREENED FROM ROADWAY VIEW WITHIN TWELVE (12) HOURS AFTER REFUSE COLLECTION VEHICLES EMPTY THE CONTAINERS.

10. **COMPLIANCE WITH LAWS:** EACH OWNER SHALL COMPLY WITH ALL LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS OF FEDERAL, STATE OR MUNICIPAL GOVERNMENTS OR AUTHORITIES, INCLUDING THE MUNICIPAL CODES OF THE CITY OF GLENPOOL, AND REQUIREMENTS APPLICABLE TO USE, ZONING, OCCUPANCY OF THE LOT AND PREMISES AND MAINTENANCE OF IMPROVEMENT THEREON. FURTHERMORE, THE PLAT OF GLENN HILLS AND ALL CONSTRUCTION AND OTHER ACTIVITY RELATIVE THERETO SHALL BE SUBJECT TO AND IN CONFORMITY WITH THE [PUD] AND ANY SUPPLEMENTS OR ADDENDUMS THERETO.

#### ARCHITECTURE, SIZE, MATERIALS, PLANS AND SPECIFICATIONS

1. **PLANS AND SPECIFICATIONS:** A COMPLETE SET OF PLANS AND CONSTRUCTION SPECIFICATIONS INCLUDING MATERIALS FOR ANY STRUCTURE PROPOSED TO BE ERECTED MUST FIRST BE SUBMITTED TO THE DECLARANT AND WRITTEN APPROVAL THEREOF OBTAINED FROM THE DECLARANT OR ITS AGENT PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION UPON EACH AND ALL OF THE LOTS IN GLENN HILLS. IN ADDITION, UNLESS WAIVED BY THE DECLARANT IN WRITING BASED ON HARDSHIP, ECONOMIC CONSIDERATIONS OR OTHER REASONS WHICH WILL NOT INTERFERE WITH THE HARMONY OF DESIGN OR DIMINISH PROPERTY VALUES IN THE NEIGHBORHOOD, THE FOLLOWING STANDARDS SHALL APPLY TO ALL DWELLINGS IN GLENN HILLS:

(A) **DWELLING SIZE:** ALL DWELLINGS SHALL HAVE A MINIMUM LIVING SPACE OF AT LEAST 1,400 SQUARE FEET. SQUARE FOOTAGE SHALL BE COMPUTED FOR LIVING SPACE, EXCLUSIVE OF PORCHES, PATIOS, AND

GARAGES. IN THE EVENT OF A DWELLING HAVING MORE THAN ONE (1) STORY, THERE SHALL BE A MINIMUM OF 1,800 SQUARE FEET OF FLOOR SPACE WITH A MINIMUM OF 1,400 SQUARE FEET ON THE FIRST STORY, EXCLUSIVE OF PORCHES, PATIOS, AND GARAGES.

(B) **MASONRY:** ALL DWELLINGS SHALL HAVE AT LEAST FIFTY PERCENT (50%) OF THE REMAINING EXTERIOR WALLS (UP TO THE FIRST FLOOR PLATE LINE) THEREOF COMPRISED OF BRICK, STONE OR MASONRY SIDING; PROVIDED, HOWEVER, THAT THE AREA OF ALL WINDOWS, COVERED PORCHES AND DOORS LOCATED IN THE EXTERIOR WALLS SHALL BE EXCLUDED IN THE DETERMINATION OF THE AREA OF SAID EXTERIOR WALLS. IN PARTICULAR CASES, THE DECLARANT RESERVES THE RIGHT TO PERMIT DRYVIT BRAND OR SIMILAR EXTERIOR CONSTRUCTION MATERIAL IN LIEU OF BRICK OR STONE.

(C) **GARAGES:** ALL DWELLINGS SHALL HAVE ATTACHED GARAGES SUITABLE FOR ACCOMMODATING A MINIMUM OF TWO (2) STANDARD SIZE AUTOMOBILES. ALL GARAGES SHALL BE ACCESSED BY AN OVERHEAD GARAGE DOOR. CARPORTS SHALL NOT BE PERMITTED.

(D) **PIAT ROOF:** ALL PATIO ROOFS SHALL BE AN INTEGRAL PART OF THE RESIDENCE SUCH THAT THEY ARE CONTAINED WITHIN THE ROOFLINE AND SHALL BE CONSTRUCTED WITH THE SAME DESIGN, SHINGLE COLOR AND MATERIALS AS THE RESIDENCE.

(E) **DRIVeways:** ALL DRIVEWAYS INTO A LOT FROM ANY STREET SHALL BE CONSTRUCTED OF CONCRETE AND SHALL NOT BE LESS THAN SIXTEEN (16) FEET IN WIDTH.

(F) **MAILBOXES:** ALL MAILBOXES SHALL BE OF A UNIFORM STRUCTURE AND COLOR AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH A WRITTEN PLAN/DIAGRAM AND SPECIFICATIONS TO BE APPROVED BY DECLARANT PRIOR TO CONSTRUCTION.

(G) **ROOF PITCH; MATERIALS:** ROOF PITCH SHALL BE A MINIMUM OF 6/12 PITCH AND ROOF MATERIALS SHALL BE HERITAGE II OR COMPARABLE COMPOSITION SHINGLES OF EQUAL OR BETTER QUALITY, AND SHALL BE OF SUCH COLOR SCHEME APPROVED BY THE DECLARANT PRIOR TO INSTALLATION.

(H) **SODDING; LANDSCAPING:** THE FRONT, BACK AND SIDE YARDS OF EACH LOT SHALL BE FULLY SODDED UPON THE COMPLETION OF THE CONSTRUCTION OF ANY RESIDENCE. EACH LOT SHALL HAVE A REASONABLE LANDSCAPE PACKAGE IN THE FRONT YARD UPON COMPLETION OF THE CONSTRUCTION OF ANY RESIDENCE.

(I) **HEATING AND AIR CONDITIONING REQUIREMENTS:** ALL RESIDENCES IN GLENN HILLS SHALL BE CONSTRUCTED WITH CENTRAL HEAT AND AIR SYSTEMS. NO PORTABLE, WINDOW OR WALL-TYPE HEATING OR AIR CONDITIONING UNITS SHALL BE PERMITTED.

2. **NO WARRANTY AS TO PLANS:** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE DECLARANT SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE ANY PLANS OR SPECIFICATIONS HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING, DRAINAGE, RESTRICTIVE COVENANT COMPLIANCE OR CODE COMPLIANCE. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTIONS, UNLESS THE DECLARANT IS HEREIN AUTHORIZED TO GRANT THE WAIVER AND THE DECLARANT DID, IN FACT, GRANT THE WAIVER. IT IS THE RESPONSIBILITY OF EACH LOT OWNER, AND NOT THE DECLARANT, TO INSURE THAT SUCH OWNER'S GRANTOR AND/OR BUILDER HAS CAUSED THE SUBJECT LOT, AND ALL IMPROVEMENTS THERETO, TO BE IN FULL COMPLIANCE WITH ALL RELEVANT CODES, COVENANTS AND RESTRICTIONS IMPOSED UPON GLENN HILLS.

3. **FENCES:** NO FRONT YARD FENCE SHALL BE ERECTED ON ANY LOT CLOSER TO ANY STREET THAN THE FRONT OF THE MAIN STRUCTURE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DECLARANT. EXCEPT AS DESCRIBED BELOW, ALL FENCES SHALL BE SIX (6) FEET IN HEIGHT AND MADE OF WOOD PRIVACY FENCING. NO FENCES SHALL BE CONSTRUCTED UPON WALKWAYS OR ACCESS EASEMENTS, WHICH WOULD IMPAIR OR HINDER THE INTENDED USE THEREOF. A FENCE MUST BE ERECTED AND WELL-MAINTAINED BETWEEN EACH HOUSE FROM THE SIDE OF THE HOUSE EXTENDING TO EACH RESPECTIVE OWNER'S LOT LINE. SAID FENCE SHOULD BE INSTALLED SO AS TO PREVENT A VIEW INTO THE BACK YARD OF A LOT FROM THE STREET FRONTING THE LOT. NO FENCES SHALL BE CONSTRUCTED ON OVERLAND DRAINAGE AREAS OR UPON WALKWAY OR ACCESS EASEMENTS WHICH WOULD IMPAIR OR HINDER THE INTENDED USE THEREOF. FURTHERMORE, WOOD PRIVACY FENCES SHALL, IF NECESSARY, BE TRIMMED AT THE BOTTOM OF THE FENCE SO AS TO PERMIT STORM WATER TO RUN UNDER THE FENCE TO AN AREA WITH A LOWER GRADE OF ELEVATION. INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE RESIDENCE ON THE LOT. ON CORNER LOTS, SIDE YARD FENCES SHALL BE INSTALLED AND WELL-MAINTAINED, SO AS TO PREVENT A VIEW INTO THE BACK YARD FROM THE STREET RUNNING ALONG THE SIDE OF THE STRUCTURE. SIDE YARD FENCES CAN BE NO CLOSER TO THE STREET THAN FIVE (5) FEET FROM THE PROPERTY LINE FOR THAT SIDE YARD.

(a) THE DECLARANT RESERVES THE RIGHT AND EASEMENT, IN ITS SOLE DISCRETION, TO CONSTRUCT FENCE OF ITS CHOOSING ALONG THE PROPERTY LINES OF THE SUBDIVISION, WHICH FENCE SHALL BE MAINTAINED BY THE ASSOCIATION.

(b) IN THE EVENT A SIDE OR REAR FENCE IS CONSTRUCTED ADJACENT TO A RESERVE AREA, THE OWNERS OF SUCH LOTS SHALL CONSTRUCT A WOODRAIL WITH ATTACHED BLACK COATED CHAINLINK FENCE ALONG SUCH SIDE AND/OR REAR YARD(S) WHICH ABUTS A RESERVE.

(c) THE DECLARANT, IN ITS SOLE DISCRETION, RESERVES THE RIGHT AND EASEMENT (BUT IN NO EVENT SHALL BE OBLIGATED) TO CONSTRUCT A FENCE OF ITS CHOOSING WITHIN ANY RESERVE SHOWN ON THE PLAT WHICH SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

(d) ALL OTHER FENCES SHALL BE A WOOD PRIVACY EXCEPT THE DECLARANT MAY, IN ITS SOLE DISCRETION, APPROVE IN WRITING THE USE OF AN ALTERNATIVE FENCING MATERIAL ON A CASE BY CASE BASIS. NO BARBED WIRE, MESHED OR OTHER METAL FENCING IS ALLOWED IN ANY AREA OF THE SUBDIVISION. NO FENCE OVER SIX FEET (6') TALL IS PERMITTED UNLESS APPROVED BY THE DECLARANT IN WRITING. FENCES LOCATED ON EXTERIOR SIDES OF CORNER LOTS FACING A STREET SHALL NOT EXTEND BEYOND SEVEN AND ONE-HALF (7.5') FEET FROM THE EXTERIOR SIDELINES AND SHALL BE WOOD PRIVACY FENCING.

(e) ALL FENCING SHALL BE APPROVED BY THE DECLARANT IN WRITING PRIOR TO ITS CONSTRUCTION; PROVIDED, HOWEVER, UPON THE TRANSFER OF A LOT TO AN OWNER OCCUPANT, THE CONSTRUCTION, REPAIR OR REPLACEMENT OF ANY FENCE AND THE MATERIALS USED THEREUPON UPON SUCH LOT SHALL BE APPROVED BY THE ASSOCIATION IN WRITING PRIOR TO SUCH CONSTRUCTION, REPAIR OR REPLACEMENT. ALL FENCES WITHIN GLENN HILLS SHALL BE NEATLY MAINTAINED BY THE OWNER THEREOF. THE DECLARANT RESERVES THE RIGHT, BUT SHALL NOT BE OBLIGATED, TO ENTER UPON SUCH LOTS IN ORDER TO MAINTAIN, REPAIR OR STAIN SUCH FENCING IN A MANNER WHICH THE DECLARANT, IN ITS SOLE DISCRETION, BELIEVES TO BE REASONABLE AND APPROPRIATE, AND THE COST THEREOF SHALL BE CHARGED BACK TO THE LOT OWNER AS A LIEN AND SHALL BE GOVERNED BY ARTICLE V HEREOF.

4. **OUTBUILDINGS:** NO PORTABLE STORAGE OR OTHER OUT BUILDINGS ARE ALLOWED.

5. **ANTENNAE:** NO TELEVISION, RADIO, OR OTHER ANTENNAE OR RECEPTION DEVICES, OTHER THAN AN EIGHTEEN (18) INCH OR SMALLER TELEVISION SATELLITE DISH, SHALL BE CONSTRUCTED OR MAINTAINED ON ANY LOT WITHOUT THE WRITTEN APPROVAL OF THE DECLARANT. SATELLITE DISHES PERMITTED HEREIN SHALL BE INSTALLED AND

MAINTAINED ON THE BACKSIDE OF THE RESIDENTIAL STRUCTURE AND SHALL NOT BE VISIBLE FROM STREETS IN FRONT OF SAID STRUCTURE.

6. **NOISE POLLUTION:** EACH BUILDER OF RESIDENCES ON THE LOTS WILL CAUSE ADEQUATE NOISE POLLUTION CONTROL MEASURES TO BE INCORPORATED INTO THE DESIGN AND CONSTRUCTION OF THE SINGLE-FAMILY RESIDENCES AS MAY BE REQUIRED BY THE CITY OF GLENPOOL, OR ANY OTHER GOVERNMENTAL (STATE OR FEDERAL) BODY OR AGENCY.

#### PARKING, STORAGE AND EASEMENTS

1. **VEHICLES, BOATS, RVS:** NO VEHICLE, MOTORCYCLE, MOTOR BIKE, CAMPER, TRAILER OR BOAT, WHETHER OR NOT OPERABLE, (COLLECTIVELY REFERRED TO AS "VEHICLES") SHALL BE KEPT, PARKED, STOOD OR STORED ON ANY RESIDENTIAL LOT FOR MORE THAN FORTY-EIGHT (48) HOURS DURING ANY SEVENTY-TWO (72) HOUR PERIOD, EXCEPT IN A GARAGE OR OTHERWISE COMPLETELY SCREENED FROM VIEW OF NEIGHBORING LOTS, STREETS OR OTHER PROPERTY BY PRIVACY FENCING NOT TO EXCEED 6 FEET IN HEIGHT. VEHICLES SHALL NOT BE KEPT, PARKED OR STOOD ON THE YARD. RESIDENTS' VEHICLES (OR VEHICLES UNDER THEIR DOMINION AND CONTROL) SHALL NOT BE PARKED OR STOOD IN ANY STREET, NOR IN ANY OTHER MANNER WHICH IMPAIRS OR IMPEDES SIDEWALK USE. IT IS INTENDED THAT LOT OWNERS KEEP THEIR RESPECTIVE GARAGES FREE FROM CLUTTER AND DEBRIS SO THAT GARAGES MAY BE CONSISTENTLY USED FOR THE PARKING AND/OR STORAGE OF VEHICLES.

3. **EASEMENTS:** THE DECLARANT RESERVES FOR ITSELF, FOR THE ASSOCIATION AND FOR THE OWNER OF EACH LOT THE RIGHT TO LOCATE, CONSTRUCT, ERECT AND MAINTAIN, OR CAUSE TO BE LOCATED, CONSTRUCTED, ERECTED AND MAINTAINED, IN AND ON THE AREAS INDICATED ON THE PLAT AS EASEMENTS, SEWER AND OTHER PIPELINES, CONDUITS, POLES AND WIRES, AND ANY OTHER METHOD OF CONDUCTING OR PERFORMING ANY QUASI-PUBLIC UTILITY OR FUNCTION ABOVE OR BEHIND THE SURFACE OF THE GROUND WITH THE RIGHT OF ACCESS AT ANY TIME TO THE SAME FOR THE PURPOSE OF REPAIR AND MAINTENANCE. THE OWNER OF ANY LOT ABUTTING THE COMMON AREA AND WHO MUST, IN ORDER TO AVAL HIMSELF OF UTILITIES, ENTER AND/OR CROSS THE COMMON AREA, SHALL HAVE AN EASEMENT TO DO SO PROVIDED THAT SAID OWNER SHALL USE THE MOST DIRECT, FEASIBLE ROUTE IN ENTERING UPON AND CROSSING SAID COMMON AREA AND SHALL RESTORE THE SURFACE OF THE COMMON AREA SO ENTERED AND/OR CROSSED TO ITS ORIGINAL CONDITION AT THE EXPENSE OF THE SAID OWNER AND HOLD DECLARANT AND ASSOCIATION HARMLESS FROM ANY DAMAGE CAUSED BY SUCH ACTIVITY, PROVIDED, WHERE NECESSARY, FOR AN ADJACENT PROPERTY OWNER TO ENTER PROPERTY TO MAINTAIN A FENCE, PARTY WALL OR OTHER IMPROVEMENT CONSTRUCTED ON THE BOUNDARY OF THE OWNER'S LOT, THE PROCEDURES SET FORTH IN ARTICLE VI, PARAGRAPH 5 ABOVE SHALL APPLY.

4. **DRAINAGE:** EACH LOT SHALL RECEIVE AND DRAIN IN AN UNBLOCKED MANNER THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THEIR LOT. THE DECLARANT EXPRESSLY RESERVES THE RIGHT TO ENTER UPON EACH LOT FOR THE PURPOSE OF RESOLVING OR CURING DRAINAGE ISSUES RELATED TO ADJACENT OR NEARBY LOTS.

#### RE-ARRANGING, RE-SUBDIVIDING OR RE-PLATTING

NO RE-ARRANGING, RE-SUBDIVIDING OR RE-PLATTING OF GLENN HILLS MAY BE DONE WITHOUT THE PRIOR WRITTEN CONSENT OF THE DECLARANT UNTIL SUCH TIME AS IT HAS SOLD ALL THE LOTS, AFTER WHICH CONSENT OF THE ASSOCIATION SHALL BE REQUIRED FOR SUCH ACTION.

#### SIGNS AND BILLBOARDS

NO SIGNS OR BILLBOARDS ARE ALLOWED ON A LOT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DECLARANT; PROVIDED THAT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE SALE OR RENT OF SAID LOT, OR SIGNS OF THE SAME SIZE LIMITATION USED FOR THE PURPOSE OF CAMPAIGNING FOR A RESULT IN ANY POLITICAL ELECTION, SHALL BE PERMITTED. NOTWITHSTANDING THE FOREGOING, THE DECLARANT, OR ITS DESIGNEES, MAY DISPLAY SUCH SIGNAGE AS THE DECLARANT, IN ITS SOLE DISCRETION, DEEMS NECESSARY FOR THE PROMOTION, SALES AND/OR RENTAL OF PROPERTY OWNED BY THE DECLARANT OR ITS DESIGNEES.

#### DECLARANT'S RESERVED RIGHTS

1. **GENERAL:** IN ADDITION TO ANY RIGHTS OR POWERS RESERVED TO DECLARANT OR GRANTED TO DECLARANT UNDER THE PROVISIONS OF THE GLENN HILLS DEED OF DEDICATION OR THIS DECLARATION, DECLARANT SHALL HAVE THE RIGHTS AND POWERS SET FORTH IN THIS ARTICLE. ANYTHING IN THIS DECLARATION TO THE CONTRARY NOTWITHSTANDING, THE PROVISIONS SET FORTH IN THIS ARTICLE SHALL GOVERN. IF NOT SOONER TERMINATED AS PROVIDED IN THIS ARTICLE, THE DECLARANT'S AUTHORITY AS SET FORTH HEREIN SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT FROM AND AFTER SUCH TIME AS DECLARANT IS NO LONGER VESTED WITH OR CONTROLS TITLE TO ALL LOTS AND/OR OTHER PROPERTY WITHIN GLENN HILLS, AFTER WHICH THE PROVISIONS OF THIS ARTICLE AND THE RIGHTS AND POWERS OF THE DECLARANT SHALL VEST IN THE ASSOCIATION; PROVIDED, HOWEVER, NOTHING SHALL PROHIBIT THE DECLARANT FROM TRANSFERRING ANY OF DECLARANT'S RIGHTS AND/OR AUTHORITY TO THE ASSOCIATION PRIOR TO DECLARANT BEING DIVESTED OF TITLE TO ALL LOTS AND OTHER PROPERTY WITHIN GLENN HILLS; ALL AS DECLARANT AND THE ASSOCIATION SHALL MUTUALLY AGREE BY EXPRESS WRITTEN AGREEMENT.

2. **PROMOTION OF GLENN HILLS:** IN CONNECTION WITH THE PROMOTION, SALE OR RENTAL OF ANY IMPROVEMENTS UPON ANY PROPERTY IN GLENN HILLS: (A) DECLARANT SHALL HAVE THE RIGHT AND POWER, WITHIN ITS SOLE DISCRETION AND FOR AS LONG AS DECLARANT OWNS ANY LOT, TO CONSTRUCT SUCH TEMPORARY OR PERMANENT IMPROVEMENTS, OR TO DO SUCH ACTS OR OTHER THINGS IN, ON OR TO SUCH PROPERTY AS DECLARANT MAY DETERMINE TO BE NECESSARY INCLUDING, WITHOUT LIMITATION, THE RIGHT TO CONSTRUCT AND MAINTAIN MODEL HOMES, SALES OR LEASING OFFICES, PARKING AREAS, ADVERTISING SIGNS, LIGHTING AND BANNERS, OR OTHER PROMOTIONAL FACILITIES AT SUCH LOCATIONS AND IN SUCH FORMS AS DECLARANT MAY DEEM ADVISABLE; AND (B) DECLARANT AND ITS RESPECTIVE GUESTS, AGENTS, PROSPECTIVE PURCHASERS AND TENANTS, SHALL HAVE THE RIGHT OF INGRESS, EGRESS AND PARKING IN AND THROUGH, AND THE RIGHT TO USE AND ENJOY THE COMMON AND RESERVE AREAS AT ANY TIME WITHOUT FEE OR CHARGE.

3. **CONSTRUCTION ON PROPERTY WITHIN THE ADDITION:** DECLARANT IS HEREBY GRANTED THE RIGHT AND POWER TO MAKE SUCH IMPROVEMENTS TO ANY PROPERTY WITHIN GLENN HILLS AS DECLARANT DEEMS TO BE NECESSARY OR APPROPRIATE. THE DECLARANT MAY PERMIT BUILDERS AND OTHER CONTRACTORS ACCESS TO AND UPON THE COMMON AREA AS DECLARANT WISH AND SUBJECT TO SUCH LIMITATION AND CONDITION AS DECLARANT MAY REQUIRE. DECLARANT AND ITS RESPECTIVE AGENTS AND CONTRACTORS SHALL HAVE THE RIGHT OF INGRESS, EGRESS AND PARKING ON THE COMMON AREA AND THE RIGHT TO STORE CONSTRUCTION EQUIPMENT AND MATERIALS ON THE COMMON AREA WITHOUT THE PAYMENT OF ANY FEE OR CHARGE WHATSOEVER.

4. **OTHER RIGHTS:** DECLARANT SHALL HAVE THE RIGHT AND POWER TO EXECUTE ALL DOCUMENTS AND DO ALL OTHER ACTS AND THINGS AFFECTING GLENN HILLS WHICH DECLARANT DETERMINES ARE NECESSARY OR DESIRABLE IN CONNECTION WITH THE RIGHTS OF DECLARANT UNDER THIS DECLARATION, INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO DESIGNATE ANOTHER ENTITY OF THE DECLARANT'S CHOICE INCLUDING, WITHOUT LIMITATION, THE ASSOCIATION, TO ASSUME OR EXERCISE THE RIGHTS HEREIN RESERVED TO THE DECLARANT.

**MISCELLANEOUS**

- ENFORCEMENT:** THE DECLARANT, ASSOCIATION, OR ANY OWNER, WHETHER ACTING JOINTLY OR SEVERALLY, SHALL HAVE THE RIGHT TO ENFORCE, BY ANY PROCEEDING AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIENS AND CHARGES NOW OR HEREAFTER IMPOSED BY THE PROVISIONS OF THIS DECLARATION; PROVIDED, HOWEVER, THE DECLARANT AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO ENFORCE ANY CONDITION, COVENANT, RESTRICTION, RESERVATION, LIEN OR CHARGE THROUGH LEGAL PROCEEDINGS OR OTHERWISE. FAILURE BY THE DECLARANT, ASSOCIATION OR BY ANY OWNER TO ENFORCE ANY COVENANT OR RESTRICTION HEREIN CONTAINED SHALL IN NO EVENT BE DEEMED A WAIVER OF THE RIGHT TO DO SO THEREAFTER.
- REMEDIES:** IF ANY PERSON SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS, CONDITIONS OR RESTRICTIONS HEREIN, THE DECLARANT, ASSOCIATION AND ANY OWNER SHALL HAVE STANDING TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON VIOLATING THE SAME TO PREVENT THE VIOLATION OR TO RECOVER DAMAGES FOR SUCH VIOLATION. IN ANY ACTION BROUGHT TO ENFORCE ANY PROVISION HEREOF AGAINST ANY OWNER OR THIRD PARTY, THE PREVAILING PARTY SHALL BE ENTITLED TO AN AWARD OF REASONABLE ATTORNEYS' FEES, EXPENSES AND COSTS.
- VARIANCE:** THE DECLARANT, IN ITS SOLE AND REASONABLE DISCRETION, SHALL HAVE THE RIGHT TO GRANT APPROVALS REQUIRED BY THESE COVENANTS, CONDITIONS AND RESTRICTIONS, AND TO WAIVE OR VARY THESE COVENANTS, CONDITIONS AND RESTRICTIONS BASED UPON CONDITIONS PECULIAR TO AN OWNER'S PARTICULAR LOT OR CIRCUMSTANCES, UNTIL SUCH TIME AS THE DECLARANT HAS SOLD ALL OF ITS LOTS IN GLENN HILLS, THE ASSOCIATION SHALL HAVE THE RIGHT TO GRANT SUCH APPROVAL, WAIVER OR VARIANCE UPON THE PRIOR WRITTEN CONSENT OF THE DECLARANT. PROVIDED, HOWEVER, ANY VARIANCE GRANTED BY THE DECLARANT OR THE ASSOCIATION SHALL BE IN THE INTEREST OF THE OWNER REQUESTING SUCH VARIANCE, CONSISTENT AND IN HARMONY WITH THE CONSTRUCTION AND ARCHITECTURAL GUIDELINES AND RESTRICTIONS WITHIN GLENN HILLS, SHALL NOT INTERFERE WITH THE PEACEFUL USE AND ENJOYMENT OF THEIR PROPERTY BY ADJOINING LOT OWNERS, AND SHALL NOT DECREASE THE PROPERTY VALUES IN THE NEIGHBORHOOD. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE DECLARANT SHALL HAVE NO LIABILITY FOR VARIANCES WHICH DO NOT CONFORM TO THE STANDARDS SET FORTH HEREIN, IN LAW OR IN EQUITY.
- CORRECTION ASSESSMENT:** IN THE EVENT THAT THE OWNER OF ANY LOT SHALL VIOLATE ANY COVENANT HEREIN, THE BOARD OF DIRECTORS OF THE ASSOCIATION OR THE DECLARANT SHALL HAVE THE RIGHT, UPON FIVE (5) DAYS ADVANCE NOTICE TO THE OWNER OF THE LOT WHERE THE COVENANT VIOLATION(S) EXISTS, AND PROVIDED SUCH VIOLATION IS NOT CORRECTED WITHIN THE TIME PERIOD PROVIDED FOR IN THE NOTICE, TO ENTER UPON SAID LOT AND TO REMEDY THE VIOLATION(S). THE COST FOR CURING THE VIOLATION(S) SHALL THEREUPON BE ASSESSED AGAINST THE LOT AND SHALL BE A LIEN ON SUCH LOT, WHICH MAY BE ENFORCED AND FORECLOSED AS CONTAINED IN ARTICLE V HEREIN.
- FLOOD CONTROL AND EASEMENTS:** THE FLOOD CONTROL AND DRAINAGE EASEMENTS WHICH MAY BE GRANTED BY DECLARANT IN GLENN HILLS ARE FOR DRAINAGE PURPOSES. IT SHALL BE THE RESPONSIBILITY OF THE OWNERS OF THE LOTS ON WHICH SUCH EASEMENTS ARE LOCATED TO MAINTAIN SUCH EASEMENT FOR DRAINAGE PURPOSES UNTIL SUCH TIME AS THE GOVERNING BODY EXERCISING JURISDICTION ELECTS TO ASSUME RESPONSIBILITY FOR MAINTENANCE AND IMPROVEMENT OF DRAINAGE. PROVIDED, FURTHER, THAT NO OBSTRUCTION(E.G. NO BARBECUE PITS, SWIMMING POOLS, ETC.) TRASH OR OTHER DEBRIS SHALL BE PLACED ON OR WITHIN SAID EASEMENTS, NOR SHALL ANY FILL, CHANGE OF GRADE, CREATION OF CHANNEL, OR OTHER WORK BE CARRIED ON WITHOUT PERMISSION OF THE CITY OF GLENPOOL, DEPARTMENT OF ENGINEERING. NO GRADING, SCRAPING, EXCAVATION OR OTHER RE-ARRANGING OR PUNCTURING OF THE SURFACE OF ANY LOT SHALL BE COMMENCED WHICH WILL OR MAY TEND TO INTERFERE WITH, ENCROACH UPON OR ALTER, DISTURB OR DAMAGE ANY SURFACE OR SUBSURFACE UTILITY LINE, PIPE, WIRE OR EASEMENT, OR WHICH WILL OR MAY TEND TO DISTURB THE MINIMUM OR MAXIMUM SUB-SURFACE DEPTH REQUIREMENT OF ANY UTILITY LINE, PIPE, WIRE OR EASEMENT. NO OBSTRUCTION SHALL BE PLACED ON ANY LOT WHICH WOULD DIRECT STORM WATER ONTO ANOTHER OWNER'S LOT OR ONTO ANY COMMON AREA.
- NO WAIVER:** THE FAILURE OF THE DECLARANT, ASSOCIATION, OWNER OR ANY GRANTOR, OR ANY SUCCESSOR IN TITLE, TO ENFORCE ANY GIVEN RESTRICTION OR COVENANT, OR CONDITION AT ANY TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY, NOR A MODIFICATION OF THESE RESTRICTIONS AND PROTECTIVE COVENANTS.
- SEVERABILITY:** INVALIDATION OF ANY ONE OF THESE COVENANTS, RESTRICTIONS OR CONDITIONS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.
- DISCLAIMER OF WARRANTY:** EXCEPT AS EXPRESSLY PROVIDED IN WRITING, DECLARANT MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING GLENN HILLS, INCLUDING (WITHOUT LIMITATION) ANY COMMON AREA OR IMPROVEMENT THEREIN, THE SUFFICIENCY OF UTILITIES, THE STORMWATER MANAGEMENT DESIGN, THE WORKMANSHIP, DESIGN OR MATERIALS USED IN EVERY IMPROVEMENT, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, LIABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE OR ANY WARRANTY OF QUALITY.
- BINDING EFFECT; AMENDMENT:** THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THIS DECLARATION SHALL RUN WITH AND BIND THE LAND, AND SHALL BE BINDING UPON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM, AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE DECLARANT, ASSOCIATION AND THE OWNER OF ANY LOT SUBJECT TO THIS DECLARATION, THEIR RESPECTIVE LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS, AND ASSIGNS, FOR A TERM OF TEN (10) YEARS FROM THE DATE THIS DECLARATION IS RECORDED, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS. THE COVENANTS AND RESTRICTIONS OF THIS DECLARATION MAY BE AMENDED, IN WHOLE OR IN PART, MODIFIED, ADDED TO OR CHANGED AT ANY TIME DURING THE FIRST TEN (10) YEAR PERIOD BY AN INSTRUMENT SIGNED BY THE OWNERS OF NOT LESS THAN SIXTY PERCENT (60%) OF THE LOTS, AND THEREAFTER AT ANY TIME BY AN INSTRUMENT SIGNED BY THE OWNERS OF NOT LESS THAN FIFTY-ONE PERCENT (51%) OF THE LOTS. ANY AMENDMENT MUST BE PROPERLY RECORDED. NOTWITHSTANDING THE FOREGOING OR ANYTHING ELSE HEREIN TO THE CONTRARY, THE DECLARANT RESERVES THE RIGHT TO GRANT VARIANCES THEREFROM IN PARTICULAR CASES AND FURTHER PROVIDED THAT THEY MAY BE AMENDED AS FOLLOWS:
  - SPECIAL AMENDMENT.** THIS DECLARATION MAY BE AMENDED UNILATERALLY BY DECLARANT AT ANY TIME (I) IF SUCH AMENDMENT IS NECESSARY TO BRING ANY PROVISION HEREOF INTO COMPLIANCE WITH ANY APPLICABLE GOVERNMENTAL STATUTE, RULE OR REGULATION OR JUDICIAL DETERMINATION WHICH SHALL BE IN CONFLICT THEREWITH; (II) IF SUCH AMENDMENT IS REQUIRED BY AN INSTITUTIONAL OR GOVERNMENTAL LENDER OR PURCHASER OF MORTGAGE LOANS, TO ENABLE SUCH LENDER OR PURCHASER TO MAKE OR PURCHASE MORTGAGE LOANS ON THE PROPERTY SUBJECT TO THIS DECLARATION; (III) IF SUCH AMENDMENT IS NECESSARY TO ENABLE ANY GOVERNMENTAL AGENCY OR REPUTABLE PRIVATE INSURANCE COMPANY TO INSURE MORTGAGE LOANS ON THE PROPERTY SUBJECT TO THIS DECLARATION; (IV) TO CORRECT ERRORS AND MAKE CLARIFICATIONS OR ADDITIONS IN THIS DECLARATION; OR (V) TO MODIFY OR ADD TO THE PROVISIONS OF THIS DECLARATION TO ADEQUATELY COVER SITUATIONS AND CIRCUMSTANCES WHICH DECLARANT BELIEVES, IN ITS REASONABLE JUDGMENT, HAVE NOT BEEN ADEQUATELY COVERED AND WOULD NOT HAVE A MATERIAL AND ADVERSE EFFECT ON THE MARKETABILITY OF LOTS. IN FURTHERANCE OF THE FOREGOING, A POWER COUPLED WITH AN INTEREST IS HEREBY RESERVED AND GRANTED TO DECLARANT TO MAKE OR CONSENT TO ANY SUCH AMENDMENT ON BEHALF OF EACH OWNER. EACH DEED, MORTGAGE, OTHER EVIDENCE OF OBLIGATION OR OTHER INSTRUMENT AFFECTING A LOT AND THE ACCEPTANCE THEREOF SHALL BE DEEMED TO

BE A GRANT AND ACKNOWLEDGMENT OF, AND CONSENT TO THE RESERVATION OF, THE POWER TO DECLARANT TO MAKE, EXECUTE AND RECORD SUCH AMENDMENTS. THE RIGHT AND POWER OF THE DECLARANT TO MAKE SUCH AMENDMENTS HEREUNDER SHALL TERMINATE AT SUCH TIME AS DECLARANT HAS SOLD ALL OF ITS LOTS IN GLENN HILLS [PUD].

(B). **GENERAL AMENDMENTS:** UPON THE CONVERSION OF ALL CLASS B MEMBERSHIP INTO CLASS A MEMBERSHIP, (I) THE PROVISIONS OF THIS PARAGRAPH 9 MAY BE AMENDED ONLY BY AN INSTRUMENT EXECUTED BY ALL OF THE OWNERS; AND (II) ANY PROVISION RELATING TO THE RIGHTS OF DECLARANT MAY BE AMENDED ONLY WITH THE WRITTEN CONSENT OF DECLARANT. NO AMENDMENT SHALL BE EFFECTIVE UNTIL PROPERLY RECORDED. "OWNERS" SHALL NOT BE DEEMED TO INCLUDE MORTGAGEES OR OTHER PERSONS HOLDING LIENS ON ANY LOT AND SUCH MORTGAGEES AND OTHER LIENHOLDERS SHALL NOT BE REQUIRED TO JOIN IN ANY AMENDMENT TO THIS DECLARATION.

IN WITNESS WHEREOF: K & S DEVELOPMENTS, INC., AN OKLAHOMA CORPORATION, HAS EXECUTED THIS INSTRUMENT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

K & S DEVELOPMENTS, INC.  
AN OKLAHOMA CORPORATION

BY: \_\_\_\_\_  
PETE KOURTIS, MANAGER

STATE OF OKLAHOMA )  
) SS.  
COUNTY OF TULSA )

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS XXXXX DAY OF XXXXXXXX, 2017, PERSONALLY APPEARED STEVE MURPHY TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THEIR NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME, AS ITS MANAGER, THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID OKLAHOMA LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSE THEREIN SET FORTH.

XXXXXXXXXXXX  
MY COMMISSION EXPIRES: X/X/XXXX  
MY COMMISSION NUMBER: XXXXXXX

**CERTIFICATE OF SURVEY**

I, ANDY FRITZ, OF FRITZ LAND SURVEYING, LLC, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA UNDER CERTIFICATE OF AUTHORIZATION #848, 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 "GLENN HILLS, BLOCKS 1-6", A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

ANDY FRITZ  
LICENSED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1694

STATE OF OKLAHOMA )  
) SS.  
COUNTY OF TULSA )

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS XXXXX DAY OF XXXXXX, 2017, PERSONALLY APPEARED ANDY FRITZ TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THEIR NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME, AS ITS MANAGER, THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID OKLAHOMA LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSE THEREIN SET FORTH.

JENNIFER FRITZ  
MY COMMISSION EXPIRES: 6/23/2018  
MY COMMISSION NUMBER: 14005589

