

NOTICE
GLENPOOL PLANNING COMMISSION
REGULAR MEETING

A Regular Session of the Glenpool Planning Commission will be held at 6:30 p.m. on Monday, May 8th, 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 Regular meeting and Workshop for April 10th, 2017.
 - 2) Review and possible action to recommend to the City Council approval, conditional approval, or disapproval of case GZ-260. A request to change the zoning classification from RS-3 and AG to RS-4 of 67+ acres and rezone 2.85 acres from AG to CG located east of the northeast corner of 151st Street (Hwy 67) and Elwood Ave, Glenpool, Oklahoma.
 - 3) Review and possible action to recommend to the City Council approval, conditional approval, or disapproval of: PUD 36 to allow a supplemental zoning district of PUD to allow 243 residential lots on 67+ acres and 2.85 acres of commercial uses located east of the northeast corner of 151st Street (US 67 Hwy) and Elwood Ave, Glenpool, Oklahoma. (Required in conjunction with zone change request GZ-260.)
- D) Adjournment

This notice and agenda was posted at Glenpool City Hall Building, 12205 South Yukon Ave, Glenpool, Oklahoma on May 5th, 2017, at 5:30 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, April 10th, 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

Also present were:

Mr. & Mrs. Alan Woodcock, John Lindsay, resident, Bob Lemons, Jeremy Lemons, Jared Lemons Steven Gray, attorney representing Summit Properties, Alan Taylor, Wallace Engineering, Erik Enyart, Tanner Consulting, and a few local citizens who did not want to speak but were there to listen to the proceedings.

- A)** Chairman Watts called the meeting to order at 6:56 p.m.
- B)** Rick Malone, secretary called the roll, Chairman Watts declared a quorum present.
- C)** Scheduled Business

- 1) Discussion and possible action to approve minutes from March 13th, 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

ABSTAIN:

None

Motion carried failed.

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 166th Street and US 75 Hwy.

MOTION: Commissioner Cutsor

SECOND: Commissioner Nelson

To: Approve the final plat of South 75 Business Park Phase II subject to Staff and Tac recommendations

FOR:

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

AGAINST:

None

ABSTAIN:

None

Motion carried failed.

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 166th Street and US 75 Hwy.

MOTION: Commissioner Nelson

SECOND: Commissioner Buchanan

To Approve SP-2017-01 subject to Staff and Tac recommendations.

FOR:

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

AGAINST:

None

ABSTAIN:

None

Motion carried failed.

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 141st Street and S. Peoria Ave.

MOTION: Commissioner Buchanan

SECOND: Commissioner Nelson

To Approve the preliminary plat for Glenn Hills, Block 1-6 subject to Staff and TAC recommendations.

FOR:

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

AGAINST:

None

ABSTAIN:

None

Motion carried failed.

D) Adjournment

- Meeting was adjourned at 7:33 p.m.

Signature: Chairman Watts

ATTEST:

Rick Malone, Secretary

**MINUTES
SPECIAL WORKSHOP OF THE
GLENPOOL PLANNING COMMISSION**

A Workshop of the Glenpool Planning Commission was held at 6:00 p.m. on Monday, April 10th, 2017, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

AGENDA

Commissioners present:

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

Staff present:

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

Also present were:

Mr. & Mrs. Alan Woodcock, John Lindsay, resident, Bob Lemons, Jeremy Lemons, Jared Lemons Steven Gray, attorney representing Summit Properties, Alan Taylor, Wallace Engineering, Erik Enyart, Tanner Consulting, and a few local citizens who did not want to speak but were there to listen to the proceedings.

- A) Chairman Watts called the meeting to order at 6:00 p.m.
- B) B) Rick Malone, secretary called the roll, Chairman Watts declared a quorum present.
- C) Scheduled Business
 - 1) Presentation of proposed new development (Scissortail residential subdivision) by Developer, Summit Properties, Inc.
 - 2) Discussion of proposed new development among Developer, Planning Commission, Staff and Members of the Public
- Exhibit "D" Playground area design still under review for younger kids, climb and crawl. Pavilion area, shade sails, basketball court.
Gravel permitted walkway around dog park: Cutsor: Maintenance issues, weeds, adding more gravel. Asphalt instead of gravel.
- Pedestrian access mid-block to Reserve Area "D"

- Exhibit "F" soccer field in dry detention area.
- Exhibit "G" Entry feature, everyone liked.
- Cutsor: south 500 feet for commercial uses only now how detention pond.
- Exhibit "L" Covenants.
Cutsor/Buchanan: like the covenants set up, air conditioners behind building, plan submitted calls for minimum 1,300sf, suggested that 1,400sf be the minimum size of house & 100% masonry.
- Exhibit J.1: Predevelopment Drainage areas/Exhibit J.2: Post Development Drainage areas.
Several questions and discussion about drainage issues from surrounding landowners and protection of surrounding areas. Pond silting removal maintenance, homeowners' association.
- Bob Lemons, owner of Scissortail Development said he will make changes that are mutually agreed upon to facilitate development.

D) Adjournment

- Meeting was adjourned at 6:56 p.m.

Signature: Chairman Watts

ATTEST:

Rick Malone, Secretary

TO: Glenpool Planning Commission

FROM: Rick Malone, City Planner

DATE: May 8th, 2017

RE: **GZ-260/PUD-36:** Request from Ryan McCarty, representing Summit Properties, Inc. for approval of a Zone Change from AG (Agriculture District) & RS-3 (Residential Single Family High Density district) to RS-4 (Residential Single-Family Highest Density District) and CG (Commercial General District) and Planned Unit Development (PUD) Number 36 Zoning District designation for a mixed use Residential/Commercial on the following described Property:

A TRACT OF LAND THAT IS PART OF THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SW/4 OF SAID SECTION 13; THENCE NORTH 01°08'05" WEST ALONG THE EAST LINE OF THE SW/4 A DISTANCE OF 360.64 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°36'10" WEST 662.06 FEET TO A POINT ON THE EAST LINE OF THE SW/4 OF THE SE/4 OF THE SW/4 OF SECTION 13; THENCE NORTH 01°07'50" WEST ALONG SAID EAST LINE 300.55 FEET TO THE NORTHEAST CORNER OF THE SW/4 OF THE SE/4 OF THE SW/4; THENCE SOUTH 88°35'44" WEST ALONG THE NORTH LINE OF THE SW/4 OF THE SE/4 OF THE SW/4 A DISTANCE OF 374.26 FEET TO THE NORTHEAST CORNER OF LOT 2, BLOCK 1, ANGLICAN CHURCH OF THE RESURRECTION, FILED AS PLAT #6373; THENCE SOUTH 01°07'36" EAST 350.15 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 88°36'13" WEST 287.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2 AND THE WEST LINE OF THE E/2 OF THE SW/4 OF SECTION 13; THENCE NORTH 01°07'35" WEST ALONG SAID WEST LINE 2333.42 FEET TO THE NORTHWEST CORNER OF THE E/2 OF THE SW/4; THENCE NORTH 88°34'27" EAST ALONG SAID NORTH LINE 1323.81 FEET TO THE NORTHEAST CORNER OF THE SW/4; THENCE SOUTH 01°08'05" EAST ALONG THE EAST LINE OF THE SW/4 A DISTANCE OF 2284.44 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 2,925,860.95 SQUARE FEET OR 67.17 ACRES.

AND

A TRACT OF LAND THAT IS PART OF THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SW/4 OF SAID SECTION 13; THENCE NORTH 01°08'05" WEST ALONG THE EAST LINE OF THE SW/4 A DISTANCE OF 200.64 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 67 AND THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG THE NORTH LINE OF SAID RIGHT OF WAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 23068.31 FEET, AN ARC LENGTH OF 322.52 FEET, A CHORD BEARING OF SOUTH 85°20'27" WEST AND A CHORD LENGTH OF 322.52 FEET; THENCE SOUTH 05°03'34" EAST 15.00 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 23053.31 FEET, AN ARC LENGTH OF 277.63 FEET, A CHORD BEARING OF SOUTH 84°35'44" WEST AND CHORD LENGTH OF 277.63 FEET; THENCE SOUTH 84°15'02" WEST 64.54 FEET TO THE EAST LINE OF THE SW/4 OF THE SE/4 OF THE SW/4 OF SECTION 13; THENCE NORTH 01°07'50" WEST ALONG SAID EAST LINE 217.62 FEET; THENCE NORTH 88°36'10" EAST 662.06 FEET TO THE EAST LINE OF THE SW/4 OF SECTION 13; THENCE SOUTH 01°08'05" EAST ALONG SAID EAST LINE 160.00 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS 124,119.16 SQUARE FEET OR 2.85 ACRES.

General Location: East of the Northeast corner of 151st Street (HWY 67) and Elwood Ave.

STAFF EXHIBITS

1. Staff Report
2. Case Map
3. Development Text
4. Development Map
5. Covenants

INTRODUCTION

Planned Unit Development 36 is comprised of 70.00 acres and will allow for a maximum development of 245 single-family residential lots and two commercial lots. The development is designed and planned with individual phased subdivision developments that can be structured for inclusion within a master planned development under a single homeowner's association.

The 2030 Glenpool Comprehensive Plan designates the subject tract as: the south 300 feet as Special District #4 to allow Medium-Intensity development and the remainder of the tract is designated: Low Intensity-Residential uses. The property is currently zoned AG (Agriculture District) and RS-3 (Residential Single Family High Density). The applicant is requesting an RS-4/CG with Planned Unit Development Number 36 Zoning District for the development of "Scissortail Addition" a planned community to be comprised of single family residential and commercial uses are found to be in accordance with the Plan Category.

This particular area is prime for Medium-Intensity development, but will require strict controls on access to and from the highway while consideration is given to the impact of Medium-Intensity development upon adjacent and abutting lands. Shared access points between developments and frontage roads to restrict access from lands abutting SH-67 should also be required. Access across the median should continue to be restricted to only those median cuts that are presently constructed and that will likely be signalized in the future. The criteria for developing in accordance with the 2030 Plan for Special District #4 is as follows:

- A. PUDs will be encouraged for Medium-Intensity development to reduce the impact of such zoning and to properly regulate the location of high traffic generators. In no case shall Medium Intensity zoning exceed a depth of 300 feet from the centerline of SH-67. Proposed PUDs shall include conceptual site plans that demonstrate the compatibility of internal land use relationships. Site plan, sign plan, and landscape plan review and approval by the Glenpool Planning Commission and City Council shall be required prior to issuance of a building permit. Said plans shall be in substantial compliance with the approved provisions of the PUD and shall be in compliance with all other applicable ordinances and regulations of the City of Glenpool, including, but not necessarily limited to the following:
 1. Assurance of compatibility of proposed land uses with adjacent and abutting planned uses.
 2. Strip commercial zoning shall be avoided.
 3. Small parcels shall be assembled to result in a more orderly pattern of development with improved points of ingress and egress along SH-67.
 4. Variances to the minimum lot width requirements of the Zoning Code shall be avoided to prevent a fragmented and incremental approach to development.

- 5 Through-traffic into adjacent Low-Intensity residential districts shall be discouraged by designing collector streets which will not function as direct avenues of neighborhood cut-through for nonresidential or other nonlocal traffic.
6. Parking within medium intensity developments shall be screened or otherwise buffered from abutting residential areas and arterial streets by a combination of opaque fences and vegetative screening that will be a condition of approval of the PUD and shall be maintained as a continuing condition of occupancy and use of the land.
7. Setbacks, buffer areas and arrangement of land uses shall be used in combination with screening to improve compatibility with adjacent existing and planned low intensity uses.
8. The granting of medium intensity zoning within a PUD shall be conditioned upon the area of each such request providing its own buffer with any existing or planned low intensity uses. More specifically, requests for medium intensity zoning shall include areas of more restrictive zoning and planned land uses on its periphery.
9. Signage controls shall be established as a condition of approval of the PUD to assure a uniform advertising character and appearance throughout the developments and to reduce the impact of such signs on adjacent on abutting uses, while guarding against visual clutter, to provide increased safety to the traveling public.
10. Development-sensitive areas, including existing vegetation, water courses, floodplains, and topography, shall be shown on all PUD proposals and given special attention in the PUD design. Minimum structural solutions to drainage problems are preferred, with the private property owner retaining the ownership and responsibility for maintenance of drainage and related facilities.
11. Medium-Intensity uses outside the intersection Activity Center shall be limited to a maximum depth of 500 feet as measured from the centerline of SH-67. Consideration may be given to proposals that exceed that depth only if it can be shown to the satisfaction of the City Council that any negative impact of such zoning will be mitigated by the controls included in the PUD and access to said development will be directly or by frontage roads to SH-67.
12. The expansion or granting of new Medium-Intensity zoning shall be done only in an orderly manner in accordance with the provisions of this Special District and the 2030 Plan.

GENERAL INTENSITIES. The 2030 PLAN classifies general land use intensities as follows:

- **High Intensity.** High Intensity areas are those areas presenting the greatest impact on the subject and abutting areas. These areas require the highest accessibility possible, a high level of services, and should be separated from less intense areas by medium intensity areas and/or buffering or physical features. The zoning classifications that may be appropriate in specific areas are dependent upon many factors, including adjacent uses and specific site considerations. High intensity zoning classifications include RM-2, CG, IL, IM and IH.
- **Medium Intensity.** Medium Intensity areas are those areas of moderate activity and physical impact. These areas require a high level of accessibility and services and are found at the intersection of arterial streets in Activity Centers. Medium Intensity uses are used as transitional uses between High and Low Intensity areas. Zoning classifications that may be included in these areas include RD, RM-1, OL, OM and CS.
- **Low Intensity.** Low Intensity areas are areas of reduced activity characterized as living areas for residential and related activities and uses. Good accessibility and services are necessary. Zoning classifications included in this intensity category are the AG, RE and RS districts. Expansion of low intensity residential development is planned to continue in the Coal Creek Drainage Basin and will extend into other watersheds as public utilities are extended.

<u>Intensity</u>	<u>Floor Area Ratio</u>	<u>Floor Area Nonresidential</u>	<u>Units/Acre</u>
			<u>Residential/Maximum</u>
High Intensity		0.75	24 maximum
Medium Intensity		0.50	16 maximum
Low Intensity		-	5.2 maximum
Rural-Residential Intensity		-	1.5 maximum

- RS-4 zoning allows 5.1 units per acre which is considered Low Intensity.
- CG zoning is considered High Intensity by the Comp Plan so CS zoning could be encouraged instead.

A Planned Unit Development is designed to permit flexibility that will encourage a more creative approach in the residential development of land and will result in a more efficient use of open area, while maintaining density and area coverage permitted in the general zoning district or districts in which the project is located.

A property owner's association will be formed for the neighborhood and homeowner's dues established for the maintenance of the neighborhood and amenities. Covenants for the neighborhood have been prepared to set forth minimum dwelling sizes, percent of masonry, and other criteria which establish and maintain a quality development.

Scissortail will be a professionally planned neighborhood with a landscaped entry and recreational areas. Plans for the neighborhood include a ½-acre fenced dog park, community pavilion with seating areas, child play area, basketball court, soccer field, ADA accessibility, parking areas and walking paths.

The surrounding property is developed as noted below:

- North: RS-3, Residential Single Family subdivisions Glenvillage and Glenvillage 2nd.
- East: AG, Vacant undeveloped land.
- West: RS-4/PUD 27 Mansfield Lane Addition
- South: AG, Vacant undeveloped land, outside the city limits of Glenpool, Tulsa County.

<u>Subdivision:</u>	<u>Developed:</u>	<u>Zoning:</u>	<u>Acres:</u>	<u>Lots:</u>	<u>Per Acre:</u>	<u>Width:</u>	<u>SF:</u>	<u>% Brick:</u>	<u>Landscaping:</u>
Max Zoning Densities Allowed Per Zoning Code:		RS-3 RS-4	1 1		4.01 5.19	75' 65'			
<i>Scissortail</i>	<i>Pending</i>	<i>RS-4 (Proposed)</i>	<i>67</i>	<i>245</i>	<i>3.65</i>	<i>65'</i>	<i>1,300</i>	<i>100%</i>	<i>Street</i>
Glenvillage	2002	RS-3	20	79	3.95	65/70'	1,200	33%	Street
Glenvillage 2nd	2004	RS-3	32	98	3.06	65/70'	1,200	33%	Street
Mansfield Lane	2014	RS-4/PUD	22	87	3.95	65'	1,100	75%	Street

CRITERIA AND FINDINGS

The proposed Planned Unit Development is consistent with the standards of the City of Glenpool

Comprehensive Plan and Zoning Code. Conditions to the approval of "Scissortail Addition" will be consistent with this PUD and will be required during the review of the Preliminary/Conditional Final Plat and consistent with the Sketch Plat that accompanied the request for Planned Unit Development Number 36.

A PUD is permitted on any tract or tracts located within a residential district or districts. In every instance, the PUD is to be reviewed as to the proposed location and character of the uses and the unified treatment of the development of the tract. The regulations of the general zoning district remain applicable except as specifically modified pursuant to the provision of the Glenpool Zoning Code.

The review of the proposed PUD shall determine that the proposal is consistent with the Comprehensive Plan, harmonizes with the existing and expected development of surrounding areas, is a unified treatment of the development possibilities of the project site and is consistent with the stated purposes and standards of Chapter 11, Planned Unit Development of the Glenpool Zoning Code.

Consistency with other new developments in the City of Glenpool, structural requirements and restrictions will be imposed. The highlights of these requirements are:

- "Scissortail Addition" will be developed to the standards of the RS-4 Zoning District except as noted below:
No residence shall be built nearer than five (5) feet to any side lot on one side, and five (5) feet on the other side, thus requiring a combined total of at least ten (10) feet between the residence and both side lot lines. Where side lot easements are shown greater than the foregoing, no encroachment shall be allowed on the easement. For lots that utilize a 5' side yard, the AC pad and unit shall be located behind the house and outside of the 5' side yard.
- Lot widths shall be established at 65 feet or greater. This should also accompany a statement that the lot widths will substantially conform to the submitted conceptual master plan.
- Use.
The use of the Lots shall be limited to detached single-family residences and customary accessory uses. No more than one residence shall be permitted upon each platted Lot. Lot splits shall be prohibited.
- Floor Area.
All dwellings shall have a minimum living space of at least 1,300 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 1,700 square feet of floor space with a minimum of 1,200 square feet on the first story, exclusive of porches, patios, and garages.
- Maximum Building Height.
No building shall exceed two stories or thirty-five (35) feet in height .
- Garages.
Garages shall provide a minimum of two parking spaces for automobiles. All garages shall be attached to the residence. Garages shall be enclosed. Carports are prohibited. Garage doors shall not contain glass.
- Foundations.
All exposed dwelling foundations and/or stem walls shall be of masonry.
- Masonry.
The exterior surface of all dwellings, except windows and doors, shall be 100% masonry to the first-

floor plate line.

- Roof Pitch.
No dwelling shall have a roof pitch of less than 6/12. Porches and patios shall not have a roof pitch of less than 4/12.
- Roofing Materials.
Roofing for a dwelling shall be Tamko Heritage 30 year Weather Wood color.
- All mailboxes shall be of a singular design for the lots within Scissortail, as approved by the Architectural Committee. No mailboxes shall be erected on any residential lot with the approval of the design by the Architectural Committee, and shall conform to a design standard. A charge for mailboxes will be collected by the owner/developer at the closing of each lot.
- All yards facing a street shall be professionally landscaped before a Certificate of Occupancy is issued by the City of Glenpool.
- Every person or entity who is a record owner of the fee interest of a Lot shall be a member of the Homeowners' Association. Membership shall be appurtenant to and may not be separated from the ownership of a Lot.

In recognition of the potential for phasing of "Scissortail", the entrance on 151st Street is required to be complete before any building permits may be issued to eliminate construction traffic from using the streets from adjacent subdivisions in accordance with City of Glenpool policies and standards may be implemented in future phases.

The proposed Planned Unit Development is consistent with the standards of the City of Glenpool Comprehensive Plan and Zoning Code. Conditions to the approval of "Scissortail Addition" will be consistent with this PUD and will be required during the review of the Preliminary/Conditional Final Plat and consistent with the Sketch Plat that accompanied the request for Planned Unit Development Number 36.

Subdivision:	Developed:	Zoning:	Acres:	Lots:	Per Acre:	Width:	SF:	% Brick:	Landscaping:
Max Zoning Densities Allowed Per Zoning Code:		RS-3 RS-4	1 1		4.01 5.19	75' 65'			
Scissortail	Pending	RS-4 (Proposed)	67	245	3.65	65'	1,300	100%	Street
Glenvillage	2002	RS-3	20	79	3.95	65/70'	1,200	33%	Street
Glenvillage 2nd	2004	RS-3	32	98	3.06	65/70'	1,200	33%	Street
Mansfield Lane	2014	RS-4/PUD	22	87	3.95	65'	1,100	75%	Street

RECOMMENDATION

Staff is supportive and recommends approval of request GZ-260 to change the zoning from AG (Agriculture District) & RS-3 (Residential Single Family High Density district) to RS-4 (Residential single-family highest density district) and CG (Commercial General District) and Planned Unit Development (PUD) Number 36 Zoning District designation for a mixed use Residential/Commercial.

The proposed development is consistent with the requirements of Chapter 9 of the Glenpool Zoning Code, the Glenpool Comprehensive Plan, and harmonizes with the existing and expected development of the surrounding areas as per the Text and Exhibits submitted by the applicant or revised by the Planning Commission during their review.

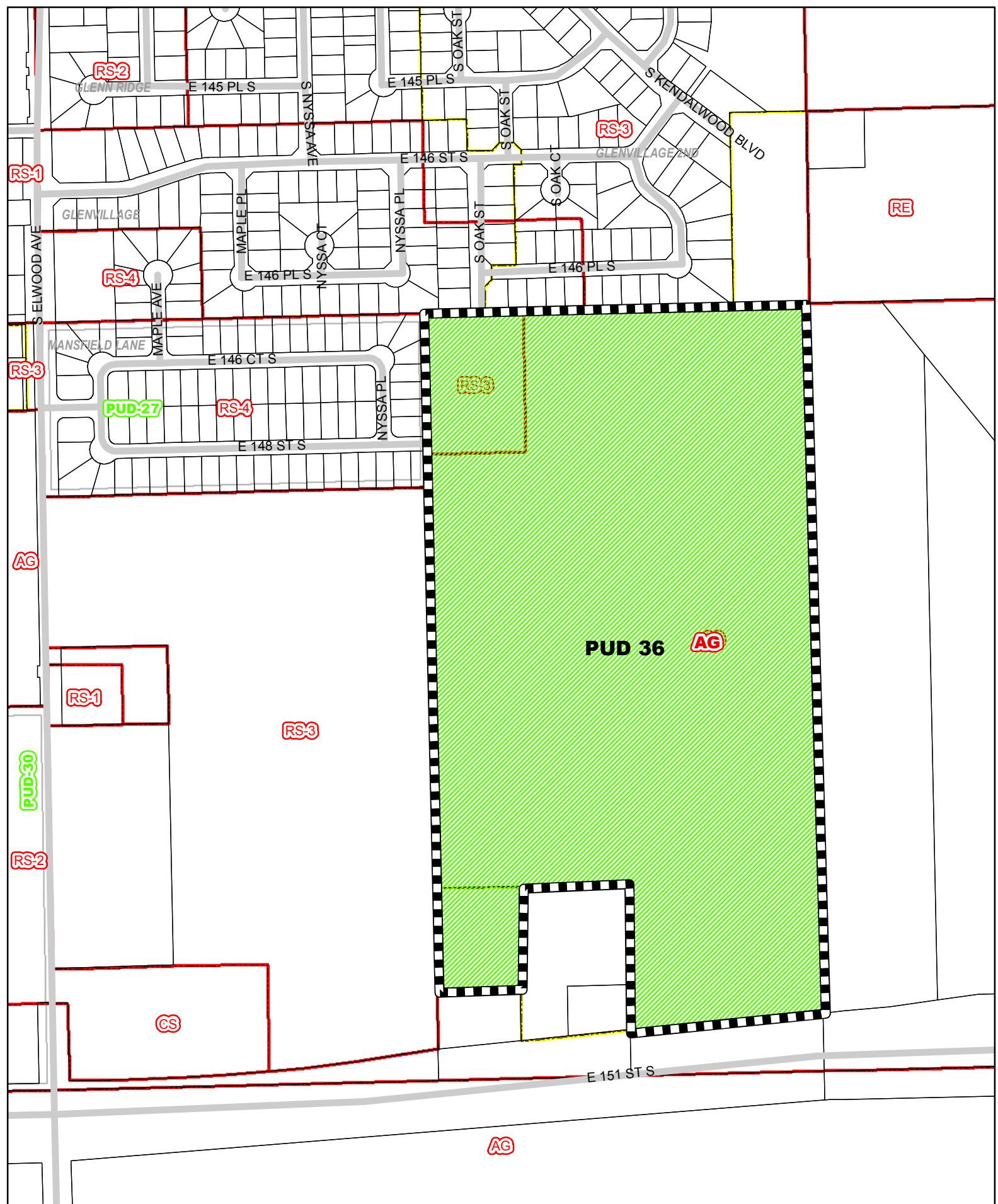
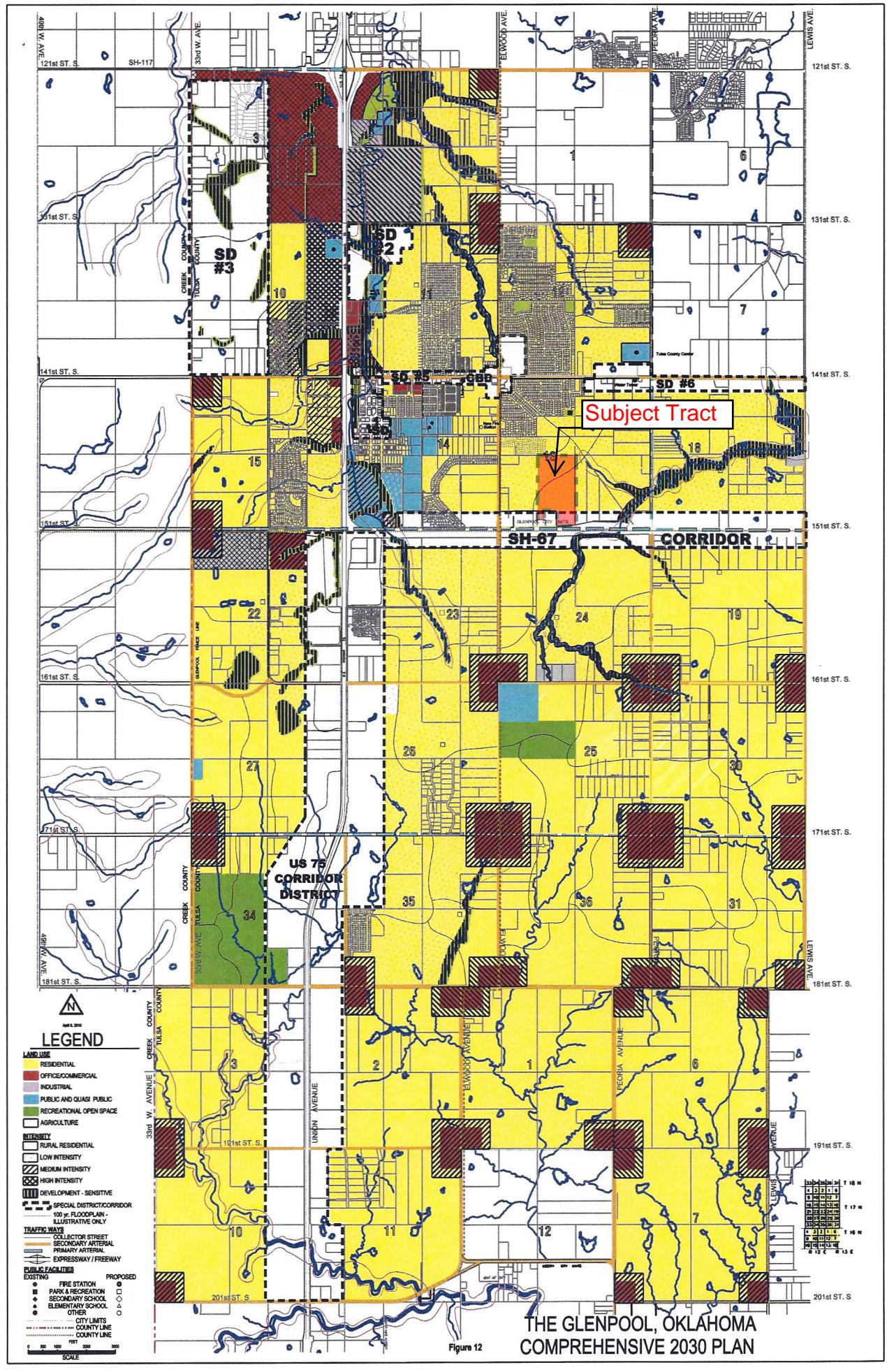


Figure 12





Planned Unit Development

Updated: May 3, 2017



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Exhibits

Exhibit A	Development Areas
Exhibit B	Sketch Plat
Exhibit C	Phasing Exhibit
Exhibit D	North Reserve Area Amenities Plan
Exhibit E	Dog Park Design Details
Exhibit F	South Reserve Area Amenities Plan
Exhibit G	Entry Feature Concept
Exhibit H	Architectural Style & Floor Plans
Exhibit I	Site Topography
Exhibit J	Drainage Area Maps
Exhibit K	Soil Survey
Exhibit L	Covenants

Development Concept

Scissortail is a single-family, phased development with commercial frontage along SH-67 (East 151st Street South) on a 70-acre tract of presently undeveloped land within the City of Glenpool. The project is located on the north side of SH-67 (East 151st Street South) between Elwood Avenue and Peoria Avenue that will abut the existing Mansfield Lane, Glenvillage and Glenvillage 2nd subdivisions.

A property owners association will be formed for the neighborhood and homeowners dues established for the maintenance of the neighborhood and amenities. Covenants for the neighborhood have been prepared to set forth minimum dwelling sizes, percent of masonry, and other criteria which establish and maintain a quality development.

Scissortail will be a professionally planned neighborhood with a landscaped entry and recreational areas. Plans for the neighborhood include a ½-acre fenced dog park, community pavilion with seating areas, child play area, basketball court, soccer field, ADA accessibility, parking areas and walking paths.

DEVELOPMENT AREA 'A'

RS-4 Zoning - Development Standards

Land Area: 67.17 Acres

Permitted Uses: RS-4 Single Family Residential Development

Residential lot density calculation:

Maximum residential lots allowed (2,989,884.11 / 8,400 square feet): 355

Residential lots proposed: 243

Minimum lot width: 65 feet

Minimum lot area: 7,800 square feet

Minimum land area per dwelling unit: 8,400 square feet

Maximum structure height: 35 feet

Off-Street Parking: Two (2) enclosed off-street parking spaces per dwelling unit

Front Yard abutting a public street: 25 feet

Rear yard: 20 feet

Rear yard abutting an arterial street: 30 feet

Side yard: 5 feet

No residence shall be built nearer than five (5) feet to any side lot on one side, and five (5) feet on the other side, thus requiring a combined total of at least ten (10) feet between the residence and both side lot lines. Where side lot easements are shown greater than the foregoing, no encroachment shall be allowed on the easement. For lots that utilize a 5' side yard, the AC pad and unit shall be located behind the house and outside of the 5' side yard.

All other yards abutting a public street: 15 feet unless a side entry garage is proposed

If a side entry garage is proposed the building wall containing the garage door shall be set a minimum of 25 feet from the street right of way.

DEVELOPMENT AREA 'B'**CG Zoning - Development Standards**

Land Area: 2.85 Acres

Permitted Uses: All uses allowed by right in CG Zoning District

Dimensional Standards: All dimensional standards as set forth in CG Zoning District

GREENSPACE CALCULATION

Gross Land Area: 70.02 Acres

Required Greenspace: 3.50 Acres (5.0%)

Provided Greenspace: 7.59 Acres (10.8%)

Signage

A maximum of two entry identification signs shall be permitted with a maximum of 64 square feet of display signage surface. Additional signage for amenities will be allowed with a maximum of 16 square feet.

Access and Circulation

Access to the subject tract will vary with phased construction. The initial residential phase will begin with access from both Mansfield Lane and Glenvillage neighborhoods where existing gravity-fed sanitary sewer is readily available. The commercial properties and the 2nd residential phase will be accessed from SH-67 (East 151st Street South).

Drainage and Utilities

On-site detention facilities will be designed and incorporated into the subdivision. These detention facilities will also be used for landscaped open space and for the recreation and enjoyment of the residents.

Environmental Analysis and Topography

The property consists of gently rolling range land with elevations ranging from 713 feet to 760 feet. The Soil Survey of Tulsa County, Oklahoma was used to help identify soil types present on the site. Existing soils consist of the following (Refer to Exhibit K):

Tulsa County, Oklahoma (OK143)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
12	Dennis silt loam, 1 to 3 percent slopes	1.7	2.4%
15	Dennis-Pharaoh complex, 1 to 3 percent slopes	35.2	50.0%
16	Dennis-Radley complex, 0 to 12 percent slopes	6.5	9.3%
20	Eram-Coweta complex, 5 to 15 percent slopes	1.0	1.5%
44	Okemah-Parsons-Pharaoh complex, 0 to 1 percent slopes	13.6	19.4%
NBRE	Niotaze-Bigheart-Rock outcrop complex, 3 to 15 percent slopes, very stony	12.3	17.5%
Totals for Area of Interest		70.5	100.0%

Amenities

Included in this development will be a ½-acre fenced dog park, community pavilion with seating areas, child play area, basketball court, soccer field, ADA accessibility, parking areas, walking paths and a professionally landscaped entry (similar to Exhibit G).

Community Dog Park

Published by the American Kennel Club

“Establishing a Dog Park in your Community”

With cities becoming more and more crowded and leash laws becoming more restrictive, many concerned dog owners are looking to the creation of dog parks as a solution to their need for a place to spend quality time with their pets. But just what is a “dog park,” and what benefits can one bring to your city or town? A dog park is typically fenced, where people and their dogs can play together. As the names imply, these places offer dogs off-leash play areas where their owners can enjoy a park-like setting and the chance to socialize with other canines and their owners. Dog parks are being established all over the country and offer a wealth of benefits to dogs, dog owners and the community as a whole.

More than just “room to roam,” the creation of a dog park...

Allows dogs to exercise and socialize safely. Puppies and adult dogs need room to run, and enclosed play areas permit them to do so while preventing them from endangering themselves and others (for example, by running into the path of an oncoming vehicle). In addition, dogs who are accustomed to playing with animals and people other than their owners are more likely to be well socialized and react well toward strangers.

Promotes responsible dog ownership. Dog parks prevent off-leash animals from infringing on the rights of other community residents such as joggers, small children, and those who may be fearful of dogs. Parks also make it easier for a city to enforce its leash laws, as resident dog owners with park access have no reason to allow their canine companions off-leash when outside of the park.

Provides an outlet for dog owners to socialize. Dog parks are a great place for owners to meet other people with common interests. The love people share for their dogs reaches beyond economic and social barriers and helps foster a sense of community. Park users also benefit from the opportunity to ask questions of other owners and find solutions to problems they might be having with their pet.

Makes for a better community by promoting public health and safety. Well-exercised dogs are better neighbors who are less likely to create a nuisance, bark excessively, and destroy property. Their presence in the park, along with their owners, also may help deter crime.

Covenants

Building standards are set forth in the attached covenants (Exhibit L) to establish aesthetically pleasing homes as shown on the attached Exhibit H. All yards facing a street shall be professionally landscaped before a Certificate of Occupancy is issued by the City of Glenpool.

Homeowners' Association

Purpose and Powers of the Association: This Association is formed for the purposes not involving pecuniary gain or profit, incidentally or otherwise, to the members thereof, and shall have no capital stock. The purposes for which the Association is formed are to enhance and protect the value, desirability and attractiveness of the real property described as follows:

All Phases of Scissortail, a Subdivision in the City of Glenpool, Tulsa County, Oklahoma, according to the recorded plat thereof (hereinafter referred to as "SCISSORTAIL")

and to promote the health, safety and welfare of the residents, owners and tenants of lots within SCISSORTAIL, and any additional property as may hereafter be annexed to the jurisdiction of this Association, and for these purposes to:

- a) own, acquire, build, operate and maintain landscaping, walls, fences, entryways, signs and common areas (including splash pad, playground, pond and pond fountain maintenance), facilities and structures of any and all kinds for the use and benefit of the members of the Association. In the event the Association fails to maintain these areas in a proper and safe manner, the City of Glenpool will have the right to maintain these areas and bill each member of the Scissortail Homeowners' Association for that cost. Should payment by any member not occur, the City of Glenpool and/or the Scissortail Homeowners' Association may place a lien on the delinquent member's personal property within this platted area;
- b) exercise such powers pertaining to SCISSORTAIL, including, architectural plan review, as may from time to time be vested in or granted to the Association;
- c) fix, levy, collect and enforce payment by any lawful means, all charges or assessments made for acquisition, construction, maintenance and operation of common facilities, to pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- d) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- e) borrow money, and with the assent of two-thirds (2/3) of each class of members, to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and
- f) have and to exercise any and all powers, rights and privileges which a corporation organized under the Oklahoma General Corporation Act by law now or hereafter have or exercise.

Final documents on the Homeowners' Association of Scissortail will be filed with the final plat and include the maintenance agreement and other specific rights and requirements for the Association members.

DEVELOPMENT AREA 'A'**Legal Description (RS-4 Zoning)**

A TRACT OF LAND THAT IS PART OF THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SW/4 OF SAID SECTION 13; THENCE NORTH 01°08'05" WEST ALONG THE EAST LINE OF THE SW/4 A DISTANCE OF 360.64 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°36'10" WEST 662.06 FEET TO A POINT ON THE EAST LINE OF THE SW/4 OF THE SE/4 OF THE SW/4 OF SECTION 13; THENCE NORTH 01°07'50" WEST ALONG SAID EAST LINE 300.55 FEET TO THE NORTHEAST CORNER OF THE SW/4 OF THE SE/4 OF THE SW/4; THENCE SOUTH 88°35'44" WEST ALONG THE NORTH LINE OF THE SW/4 OF THE SE/4 OF THE SW/4 A DISTANCE OF 374.26 FEET TO THE NORTHEAST CORNER OF LOT 2, BLOCK 1, ANGLICAN CHURCH OF THE RESURRECTION, FILED AS PLAT #6373; THENCE SOUTH 01°07'36" EAST 350.15 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 88°36'13" WEST 287.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2 AND THE WEST LINE OF THE E/2 OF THE SW/4 OF SECTION 13; THENCE NORTH 01°07'35" WEST ALONG SAID WEST LINE 2333.42 FEET TO THE NORTHWEST CORNER OF THE E/2 OF THE SW/4; THENCE NORTH 88°34'27" EAST ALONG SAID NORTH LINE 1323.81 FEET TO THE NORTHEAST CORNER OF THE SW/4; THENCE SOUTH 01°08'05" EAST ALONG THE EAST LINE OF THE SW/4 A DISTANCE OF 2284.44 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 2,925,860.95 SQUARE FEET OR 67.17 ACRES.

BASIS OF BEARING – THE EAST LINE OF THE SW/4 OF SECTION 13 AS N 01°08'05" W.

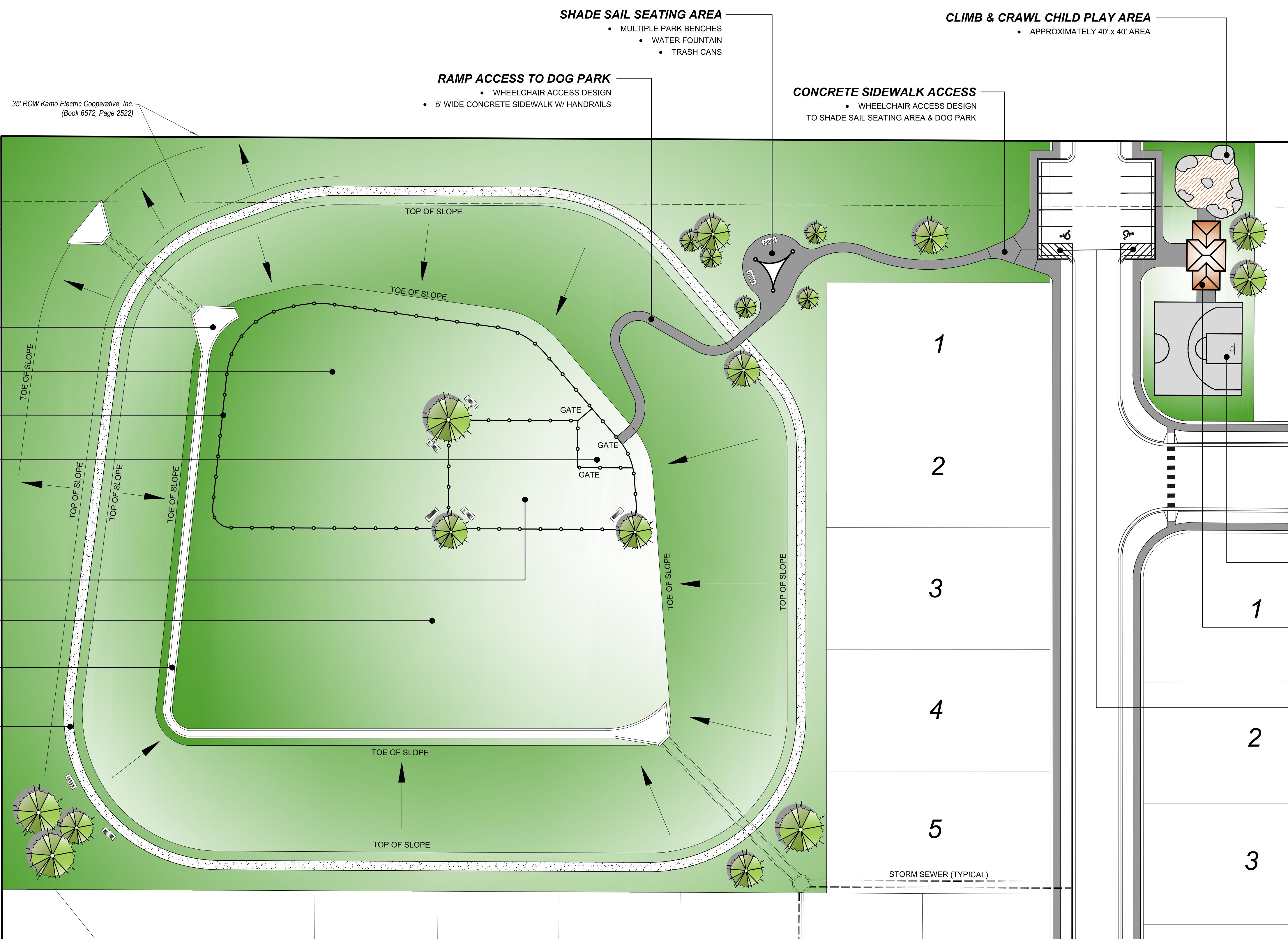
DEVELOPMENT AREA 'B'**Legal Description (CG Zoning)**

A TRACT OF LAND THAT IS PART OF THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SW/4 OF SAID SECTION 13; THENCE NORTH 01°08'05" WEST ALONG THE EAST LINE OF THE SW/4 A DISTANCE OF 200.64 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 67 AND THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG THE NORTH LINE OF SAID RIGHT OF WAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 23068.31 FEET, AN ARC LENGTH OF 322.52 FEET, A CHORD BEARING OF SOUTH 85°20'27" WEST AND A CHORD LENGTH OF 322.52 FEET; THENCE SOUTH 05°03'34" EAST 15.00 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 23053.31 FEET, AN ARC LENGTH OF 277.63 FEET, A CHORD BEARING OF SOUTH 84°35'44" WEST AND CHORD LENGTH OF 277.63 FEET; THENCE SOUTH 84°15'02" WEST 64.54 FEET TO THE EAST LINE OF THE SW/4 OF THE SE/4 OF THE SW/4 OF SECTION 13; THENCE NORTH 01°07'50" WEST ALONG SAID EAST LINE 217.62 FEET; THENCE NORTH 88°36'10" EAST 662.06 FEET TO THE EAST LINE OF THE SW/4 OF SECTION 13; THENCE SOUTH 01°08'05" EAST ALONG SAID EAST LINE 160.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 124,119.16 SQUARE FEET OR 2.85 ACRES.

BASIS FOR BEARING – THE EAST LINE OF THE SW/4 OF SECTION 13 AS N 01°08'05" W.



Shade Sail Seating Area

- MULTIPLE PARK BENCHES
- WATER FOUNTAIN
- TRASH CANS

RAMP ACCESS TO DOG PARK

- WHEELCHAIR ACCESS DESIGN
- 5' WIDE CONCRETE SIDEWALK W/ HANDRAILS

CLIMB & CRAWL CHILD PLAY AREA

- APPROXIMATELY 40' x 40' AREA

DETENTION OUTLET STRUCTURE

LARGE DOG CONTAINMENT AREA

- APPROXIMATELY 17,000 SF

DOG FENCING ENCLOSURE

- 4' BLACK VINYL CHAIN LINK

DOUBLE-GATED ENTRY

- PREVENTS DOGS FROM ESCAPING
- FACILITATES WHEELCHAIR ACCESS
- SEATING AREAS

SMALL DOG CONTAINMENT AREA

- APPROXIMATELY 5,000 SF

USABLE OPEN SPACE

- APPROXIMATELY 25,000 SF

LOW-FLOW CONCRETE CHANNEL

PERIMETER WALKWAY

- 1/4 MILE OF 5' WIDE ASPHALT SURFACE

TOE OF SLOPE

TOP OF SLOPE

CONCRETE SIDEWALK ACCESS

- WHEELCHAIR ACCESS DESIGN
- TO SHADE SAIL SEATING AREA & DOG PARK

STORM SEWER (TYPICAL)

RS-4 Residential Subdivision
Glenpool, Oklahoma

BASKETBALL COURT

- CONCRETE / ASPHALT W/ PAINTED STRIPES
- HALF-COURT REGULATION SIZE
- PROFESSIONAL GOAL & RIM

COMMUNITY PAVILION

- PAINTED METAL FRAME CONSTRUCTION
- SEATING AREAS
- OUTDOOR GRILL
- TRASH CANS

PARKING AREA

- 10 STANDARD PARKING SPACES
- 2 HANDICAP PARKING SPACES

Scale: 1" = 30'

0 15 30 60

Scissortail

EXHIBIT 'D'

NORTH RESERVE AREA AMENITIES PLAN

Summit Properties, Inc.

Select design

DEVELOPMENT ANALYSIS
PROJECT MANAGEMENT
DRAFTING & DESIGN

110630 S Memorial Dr #351
Tulsa, Oklahoma 74133
Phone: (918) 798-8356

DATE PREPARED: May 3, 2017

PAVILION DESIGN CONCEPT

SHADE SAIL SEATING AREA CONCEPT

BASKETBALL COURT CONCEPT

CLIMB & CRAWL CHILD PLAY AREA CONCEPT

SCISSORTAIL DOG PARK

HOURS

6:30 AM - 8:00 PM

DAYLIGHT SAVINGS TIME 6:30 AM - 9:00 PM

BARK-FREE ZONE

PLEASE BE CONSIDERATE. NOISE FROM THE PARK IS A NUISANCE TO OUR NEIGHBORS. DOGS THAT BARK PERSISTENTLY MUST BE REMOVED FROM THE PREMISES.

DO NOT LEAVE YOUR PET IN THE DOG PARK WITHOUT SUPERVISION

OWNERS ARE REQUIRED TO CLEAN UP AFTER THEIR DOGS

UNRULY DOGS ARE NOT ALLOWED

GENERAL DESIGN STANDARDS & COMMUNITY RULES

1. 4' high chain-link fence (minimum)
2. Covered garbage cans & waste bag stations
3. Shade along with benches
4. A safe, accessible location with adequate drainage and a grassy area that is mowed routinely
5. Provide separate areas for small and large dogs. This will enable large dog owners to allow their pets to run more freely, while protecting smaller dogs who may not be suited to the enthusiastic play of larger breeds.
6. Signage to specify park hours and rules.
7. Owners are legally responsible for their dogs and any injuries caused by them
8. Puppies and dogs must be properly licensed, inoculated, and healthy
9. Owners must clean up after their dogs.
10. Dogs showing aggression toward people or other animals will be removed from the park. Animals who exhibit a history of aggressive behavior will not be permitted to enter.
11. Puppies using the park must be at least four months old.
12. Owners should not leave their dogs unattended or allowed out of sight. If young children are permitted in the dog park, they too should be under constant supervision
13. Dogs in heat will not be allowed inside the park.
14. Owners must carry a leash at all times. Dogs should be leashed before entering and prior to leaving the park.
15. Violators will be subject to removal from the park and suspension of park privileges



RS-4 Residential Subdivision
Glenpool, Oklahoma

EXHIBIT 'E' COMMUNITY DOG PARK DESIGN DETAILS

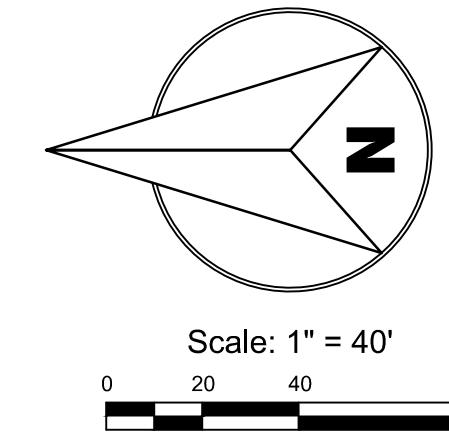


110630 S Memorial Dr #351
Tulsa, Oklahoma 74133
Phone: (918) 798-8356

DATE PREPARED: February 23, 2017



RS-4 Residential Subdivision Glenpool, Oklahoma



Scale: 1" = 40'

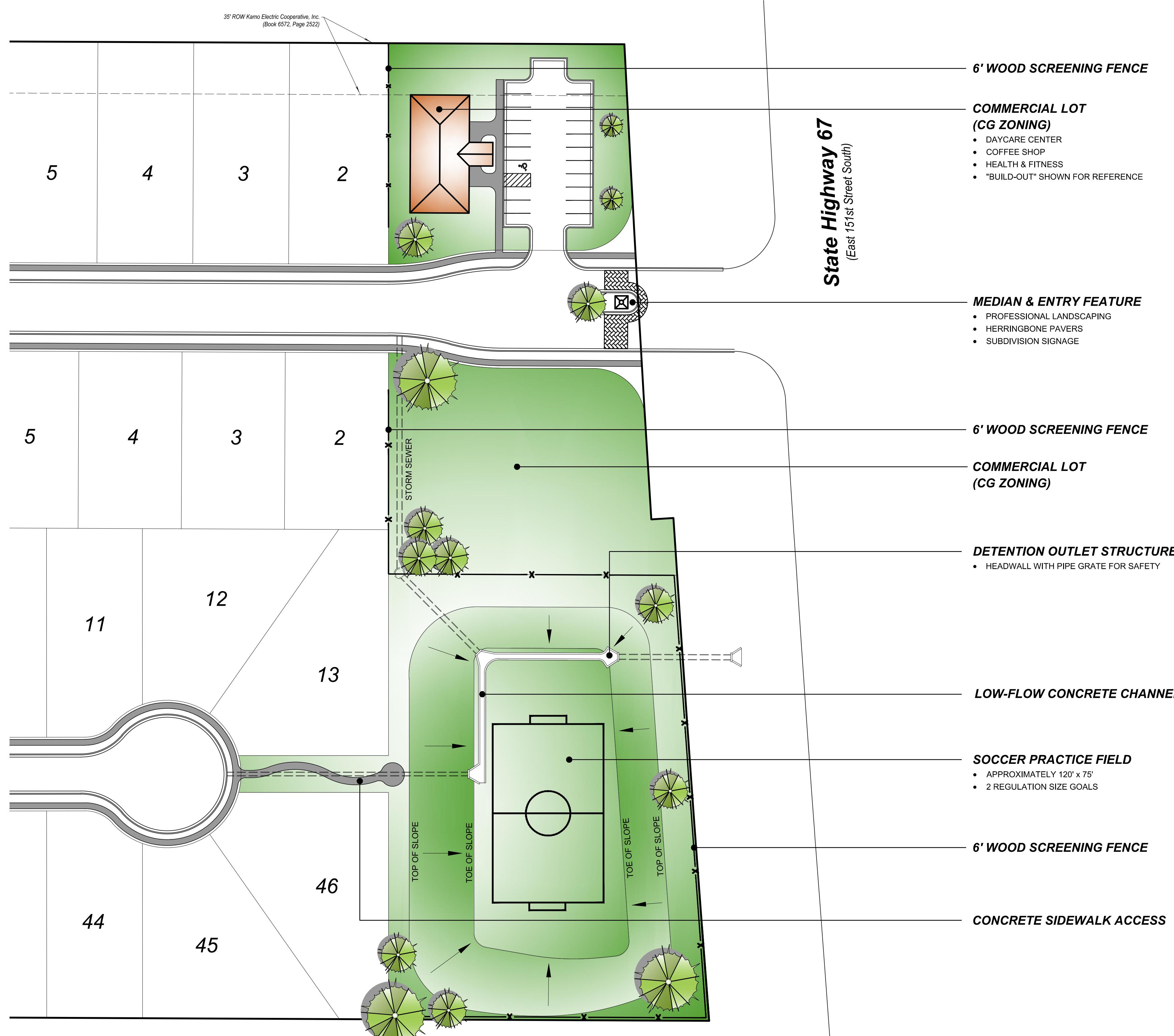
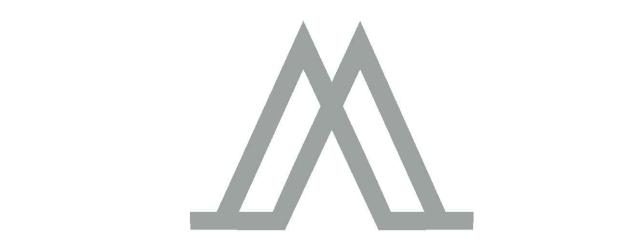


EXHIBIT 'F' SOUTH RESERVE AREA AMENITIES PLAN



DEVELOPMENT ANALYSIS
PROJECT MANAGEMENT
DRAFTING & DESIGN
110630 S Memorial Dr #351
Tulsa, Oklahoma 74133
Phone: (918) 798-8356

DATE PREPARED: May 3, 2017



EXHIBIT 'G'
ENTRY FEATURE
CONCEPT

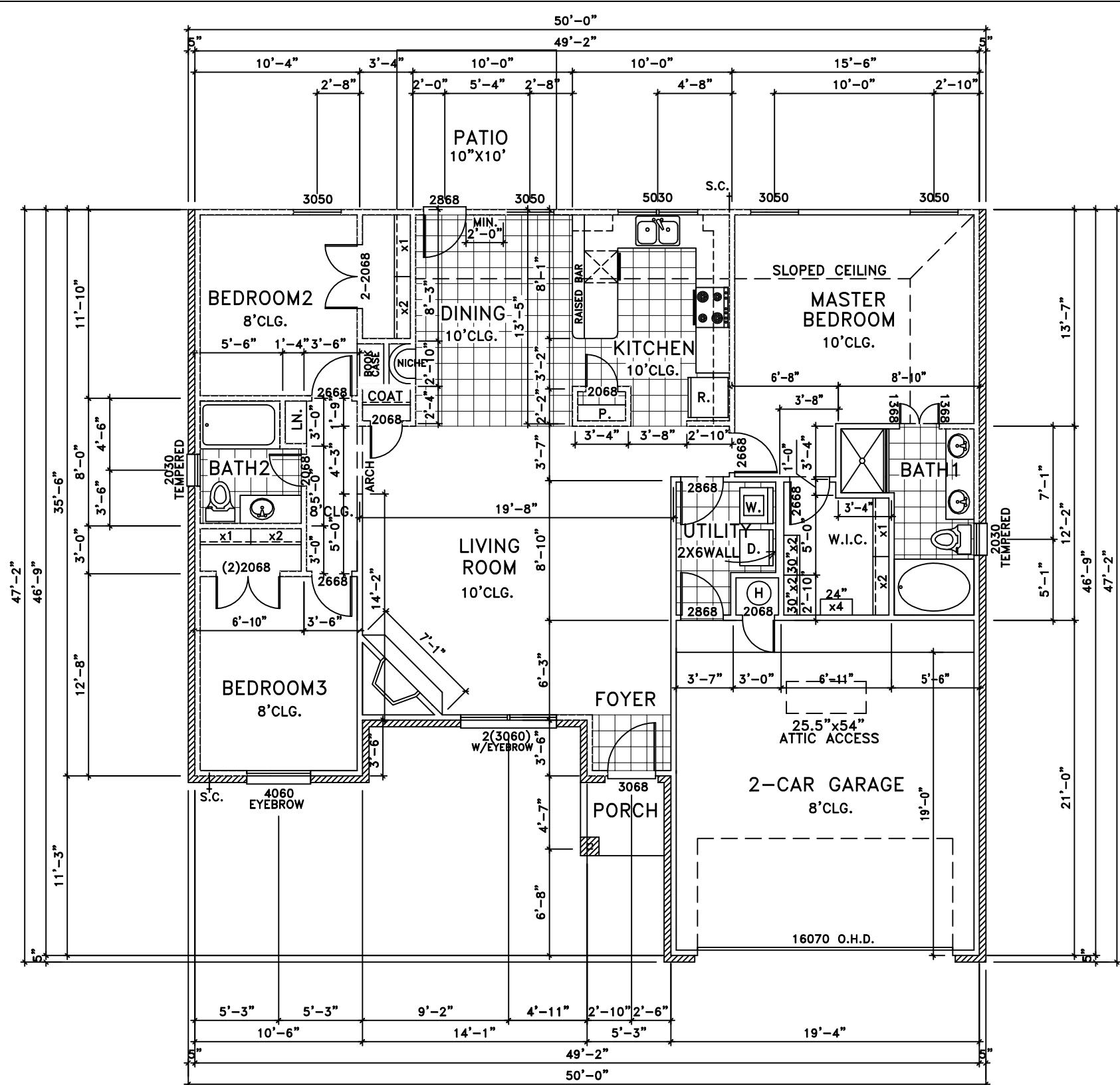


EXHIBIT H.1



FRONT ELEVATION A

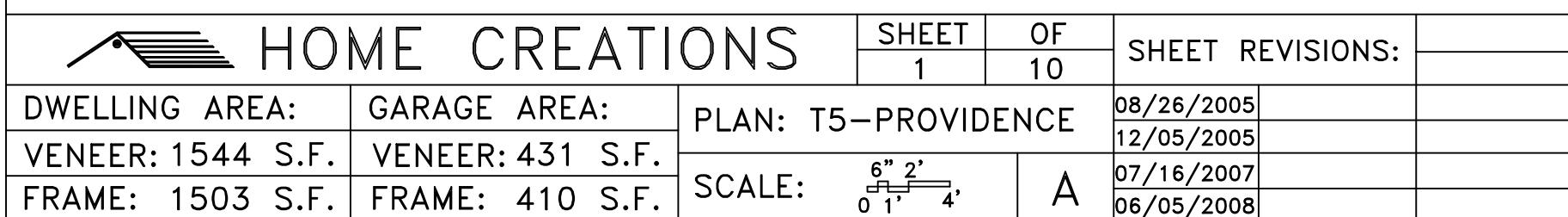
FLOOR PLAN NOTES:

- 1) ALL ARCHES ARE EYEBROW
- 2) BOTTOM OF ARCHES AT 6'-8"
- 3) NICHES 42" HIGH AND 42" FROM FLOOR
- 4) HVAC IN ATTIC
- 5) 6/12 ROOF PITCH
- 6) SIDING ON BACK OF HOME
- 7) STONE CORNERS (4) ON FRONT OF HOME

CONTRACTOR AREA: 1445 S.F.

FLOOR PLAN

1995,1999 © COPYRIGHT HOME CREATIONS, INC.



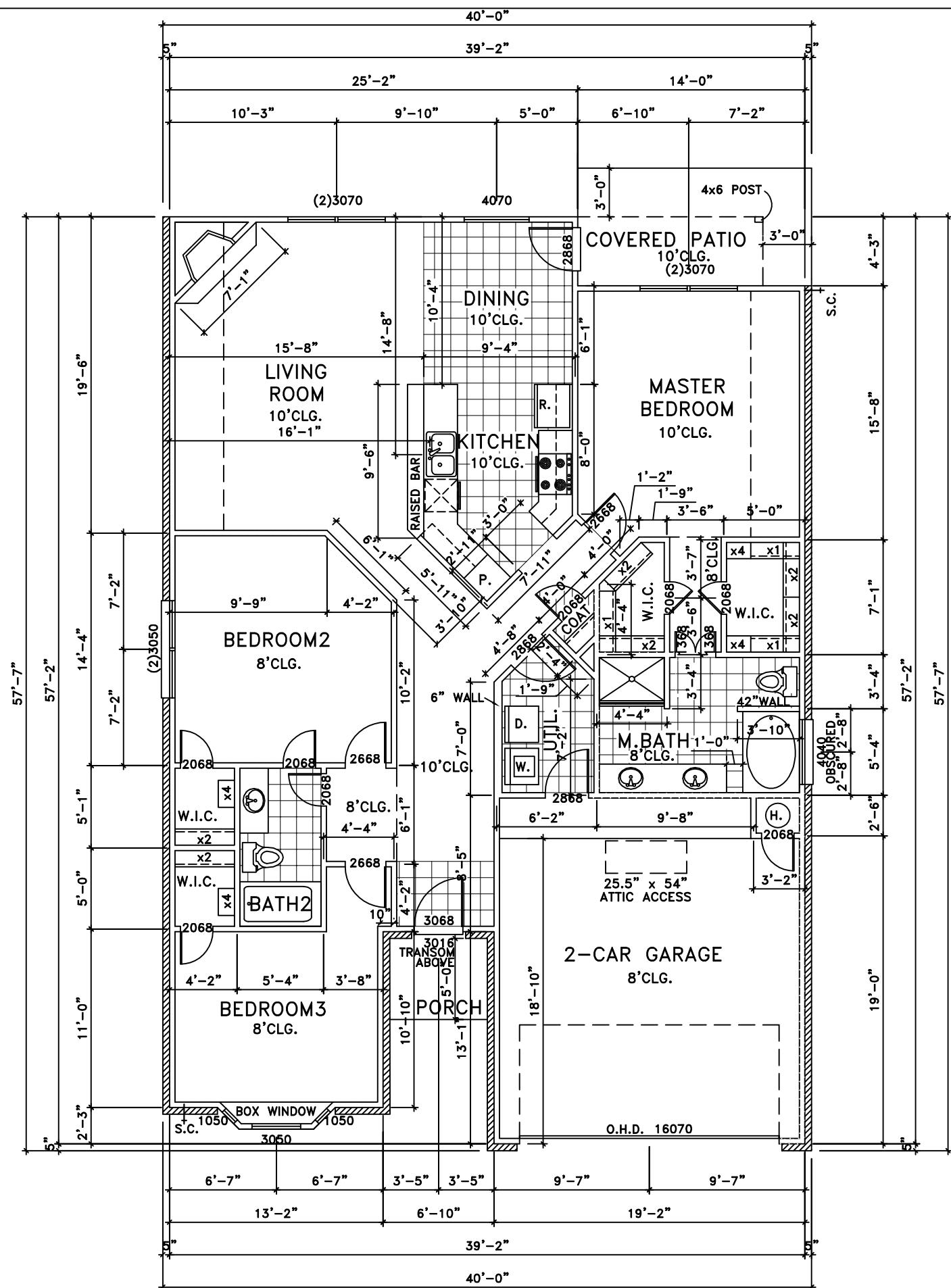


EXHIBIT H.2



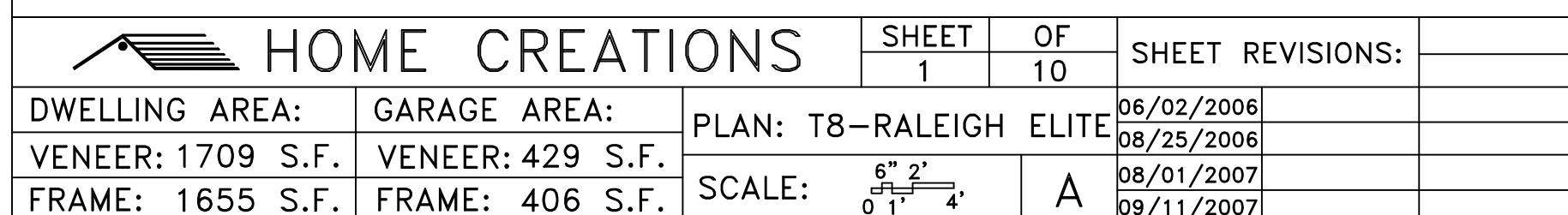
FRONT ELEVATION A

FLOOR PLAN NOTES:

- 1) ALL ARCHES ARE EYEBROW
- 2) BOTTOM OF ARCHES AT 6'-8"
- 3) NICHES 42" HIGH AND 42" FROM FLOOR
- 4) HVAC IN ATTIC
- 5) 6/12 ROOF PITCH
- 6) SIDING ON BACK OF HOME
- 7) STONE CORNERS (4) ON FRONT OF HOME

**CONTRACTOR AREA: 1592 S.F.
FLOOR PLAN**

1995,1999 © COPYRIGHT HOME CREATIONS, INC.



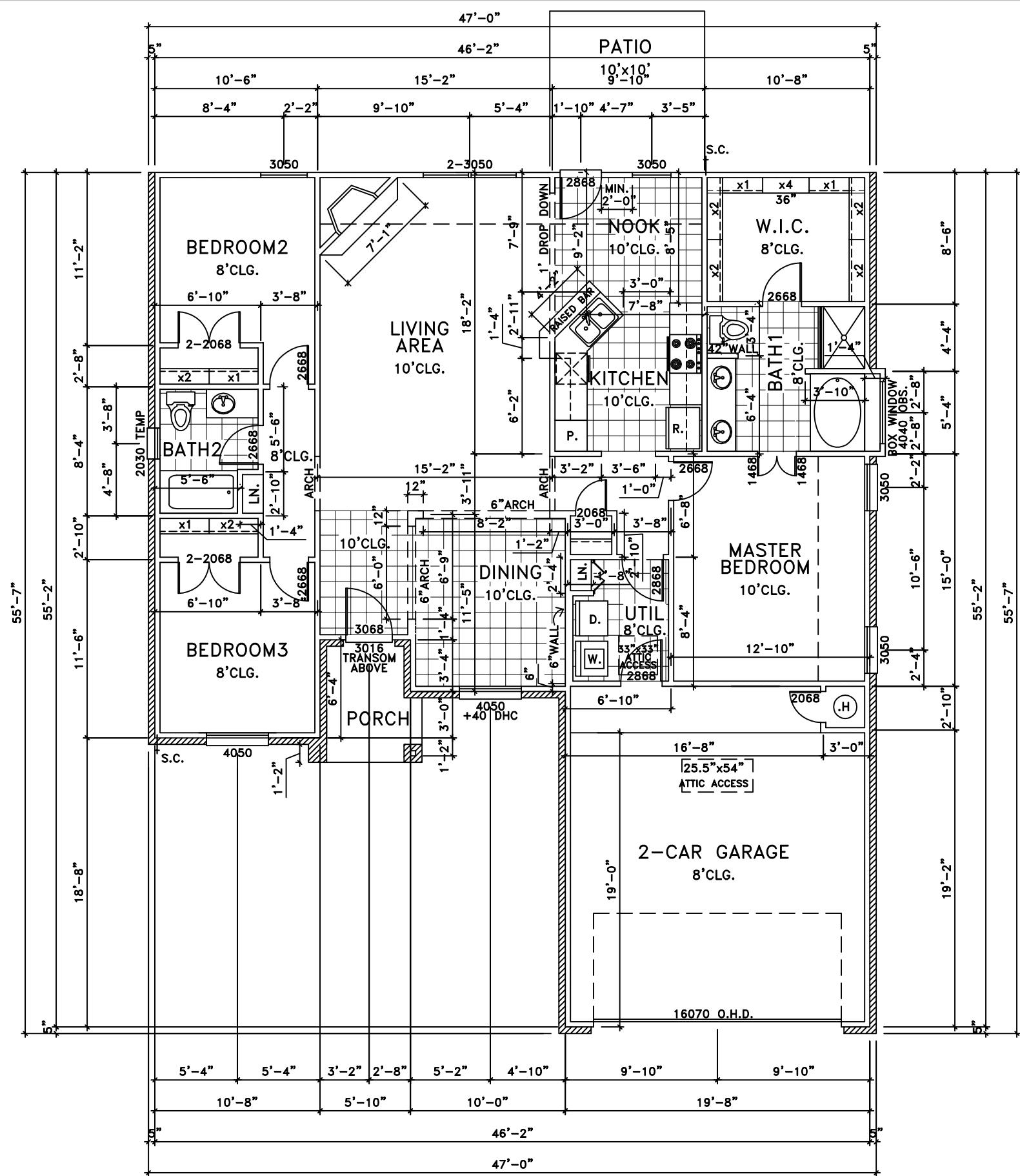


EXHIBIT H.3



FRONT ELEVATION A

RANDOM
STAGGERED
STONE CORNERS

FLOOR PLAN A

1995,1999 © COPYRIGHT HOME CREATIONS, INC.

FLOOR PLAN NOTES:

- 1) HVAC IN ATTIC
- 2) $\frac{8}{12}$ ROOF PITCH
- 3) STONE CORNERS (3) ON FRONT OF HOME
- 4) SIDING ON BACK OF HOME
- 5) TWO PENDANT LIGHTS OVER BAR AREA



HOME CREATIONS

 HOME CREATIONS	SHEET	OF	SHEET REVISIONS:		
	1	10			
DWELLING AREA:	GARAGE AREA:	PLAN: T8-CARTER		01/07/2008	
VENEER: 1597 S.F.	VENEER: 439 S.F.			09/05/2008	
FRAME: 1543 S.F.	FRAME: 413 S.F.	SCALE: 6" 2' 0 1' 4"	A	01/16/2009	

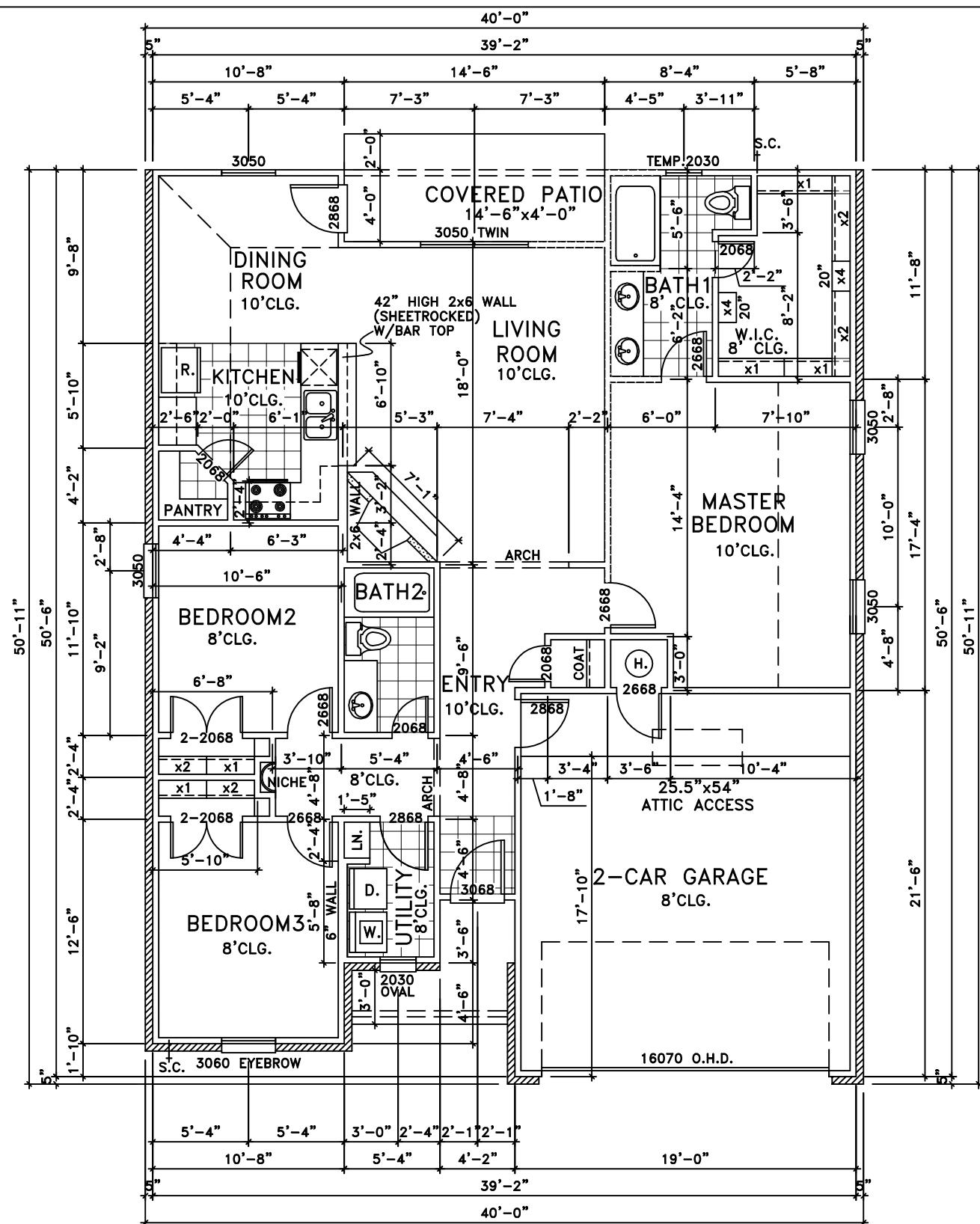


EXHIBIT H.4



FRONT ELEVATION A

FLOOR PLAN NOTES:

FLOOR PLAN NOTES:

- 1) ALL ARCHES ARE EYEBROW
- 2) BOTTOM OF ARCHES FOR 8' CLG. AT 6'-8"
- 3) BOTTOM OF ARCHES FOR 10' CLG. AT 8'-6"
- 4) NICHES 42" HIGH AND 42" FROM FLOOR
- 5) HVAC IN ATTIC
- 6) $\frac{5}{12}$ ROOF PITCH
- 7) SIDING ON BACK OF HOME

CONTRACTOR AREA: 1353 S.F.

FLOOR PLAN A

1995,1999 © COPYRIGHT HOME CREATIONS, INC.

 HOME CREATIONS		SHEET	OF	SHEET REVISIONS:	
		1	10		
DWELLING AREA:	GARAGE AREA:	PLAN: T5-JACKSON		08/26/2005	08/31/2006
VENEER: 1456 S.F.	VENEER: 431 S.F.			09/08/2005	07/09/2007
FRAME: 1415 S.F.	FRAME: 411 S.F.	SCALE: 	A	12/05/2005	02/01/2010
				12/30/2005	

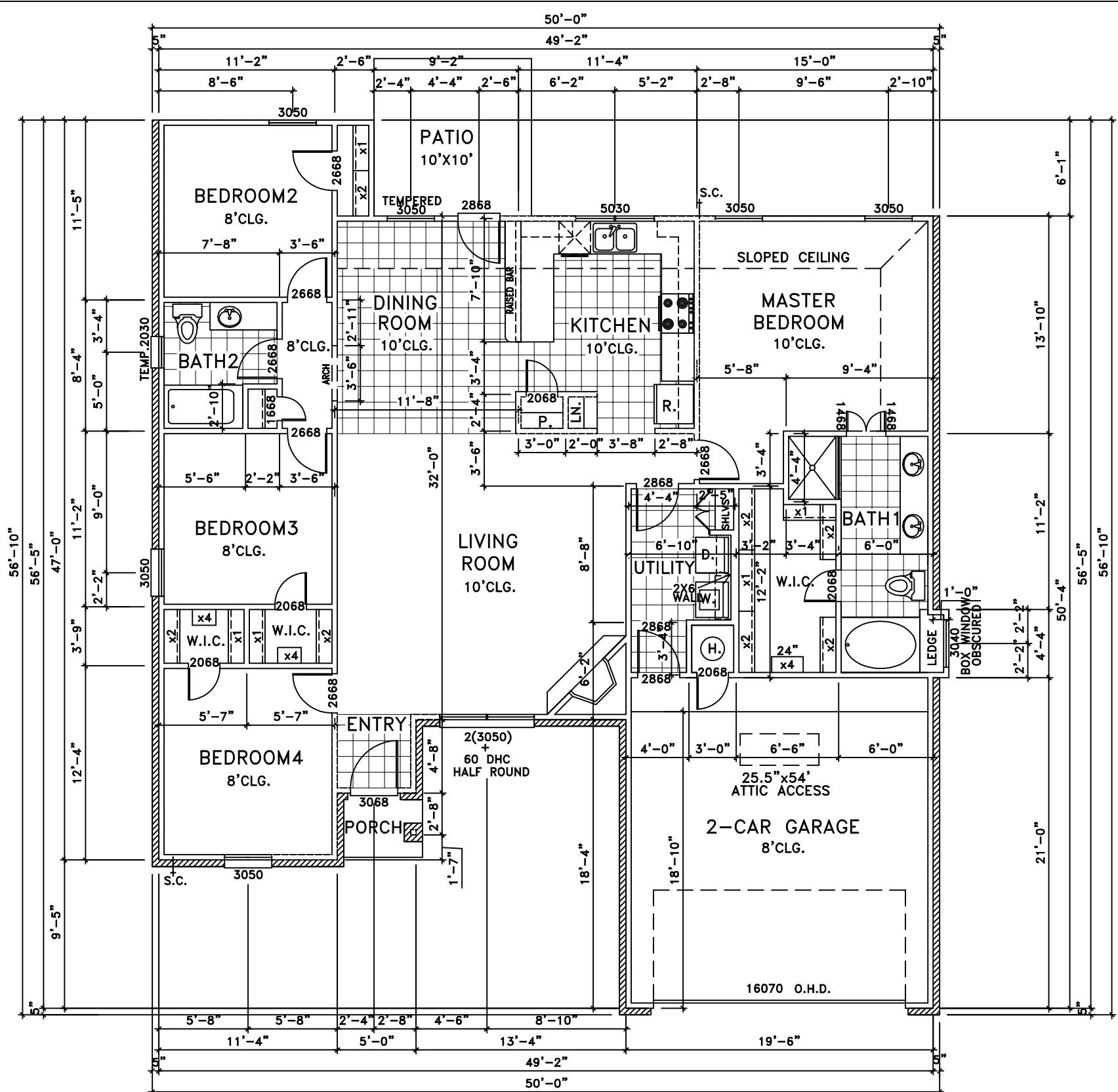
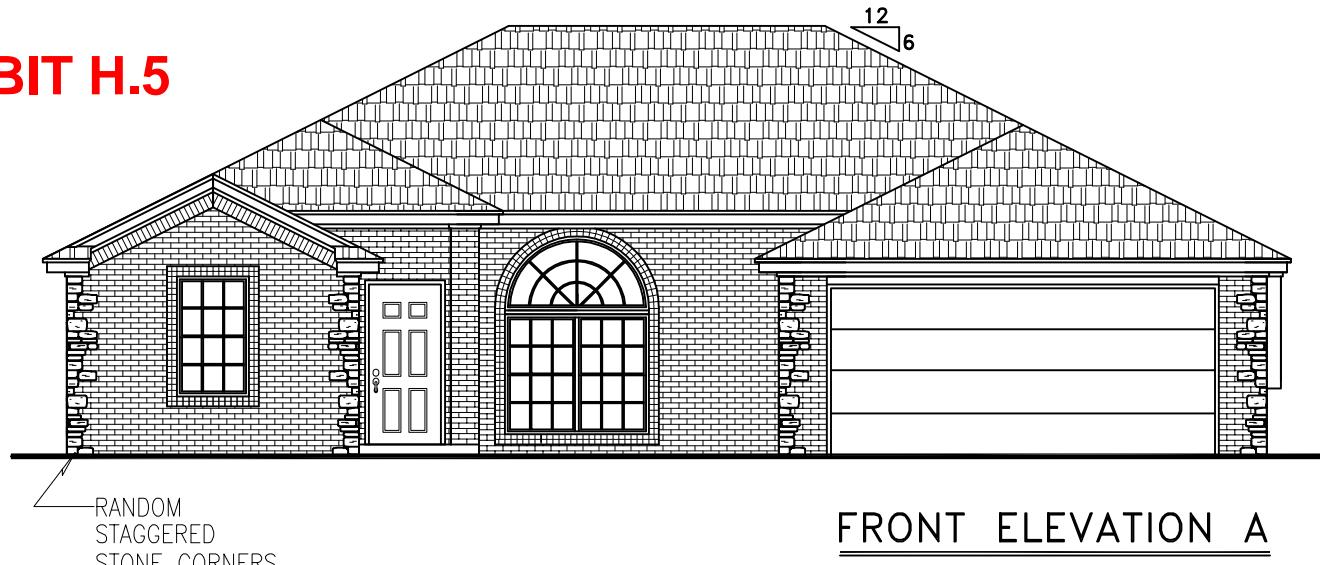


EXHIBIT H.5



FRONT ELEVATION A

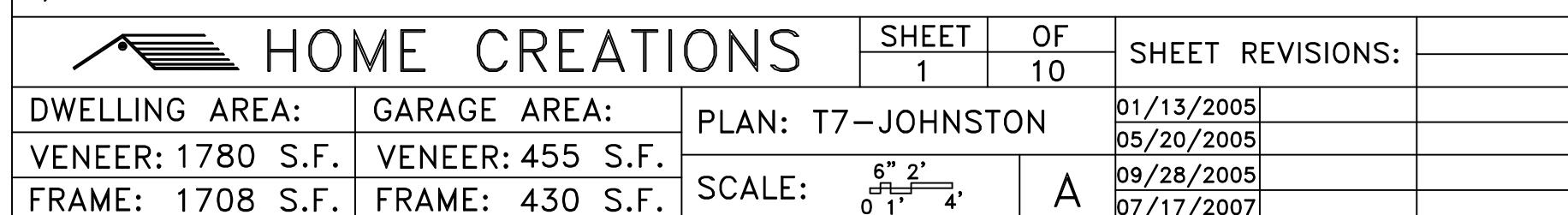
CONTRACTOR AREA: 1643 S.F.

FLOOR PLAN A

NOTES:

- 1) ALL ARCHES ARE EYEBROW
- 2) BOTTOM OF ARCHES AT 6'-8"
- 3) NICHES 42" HIGH AND 42" FROM FLOOR
- 4) NO PENDANT LIGHTS

1995,1999 © COPYRIGHT HOME CREATIONS, INC.



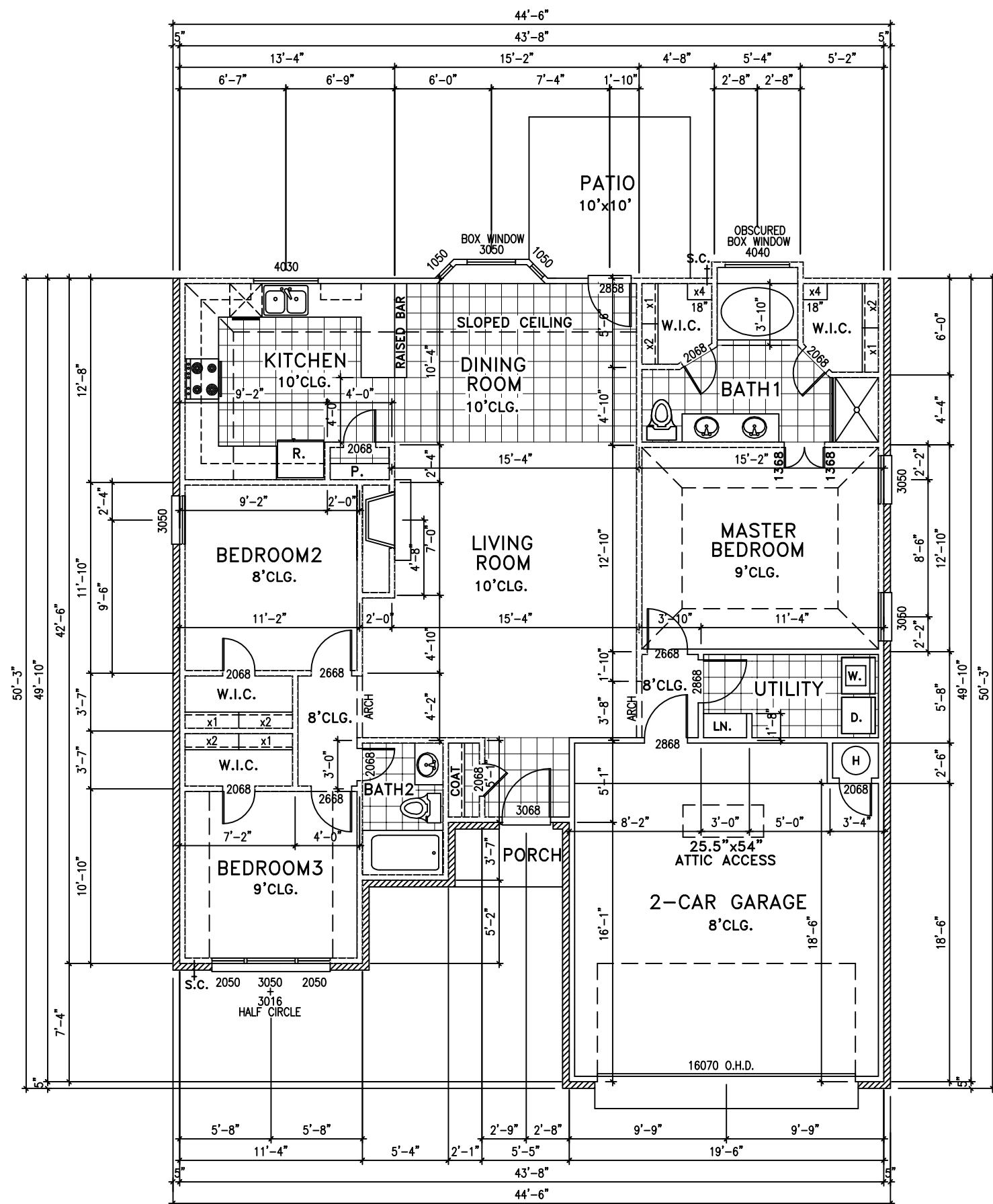


EXHIBIT H.6



RANDOM
STAGGERED
STONE CORNERS

FRONT ELEVATION A

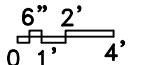
CONTRACTOR AREA: 1441 S.F.
FLOOR PLAN

FLOOR PLAN NOTES:

- 1) ALL ARCHES ARE EYEBROW
- 2) BOTTOM OF ARCHES AT 6'-8"
- 3) NICHES 42" HIGH AND 42" FROM FLOOR
- 4) SIDING ON BACK OF HOME
- 5) 6-12 ROOF PITCH

1995,1999 © COPYRIGHT HOME CREATIONS, INC.

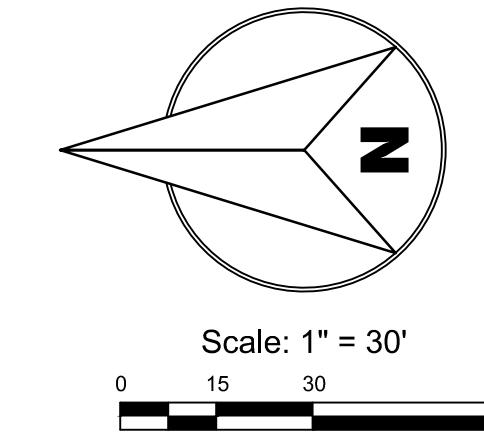
1145 E 148th STREET S

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VENEER: 1541 S.F.	VENEER: 431 S.F.	02/20/2006 01/17/2007			
FRAME: 1498 S.F.	FRAME: 408 S.F.	SCALE:		B 07/13/2007	



RS-4 Residential Subdivision

Glenpool, Oklahoma



Scale: 1" = 30'



Unplatted

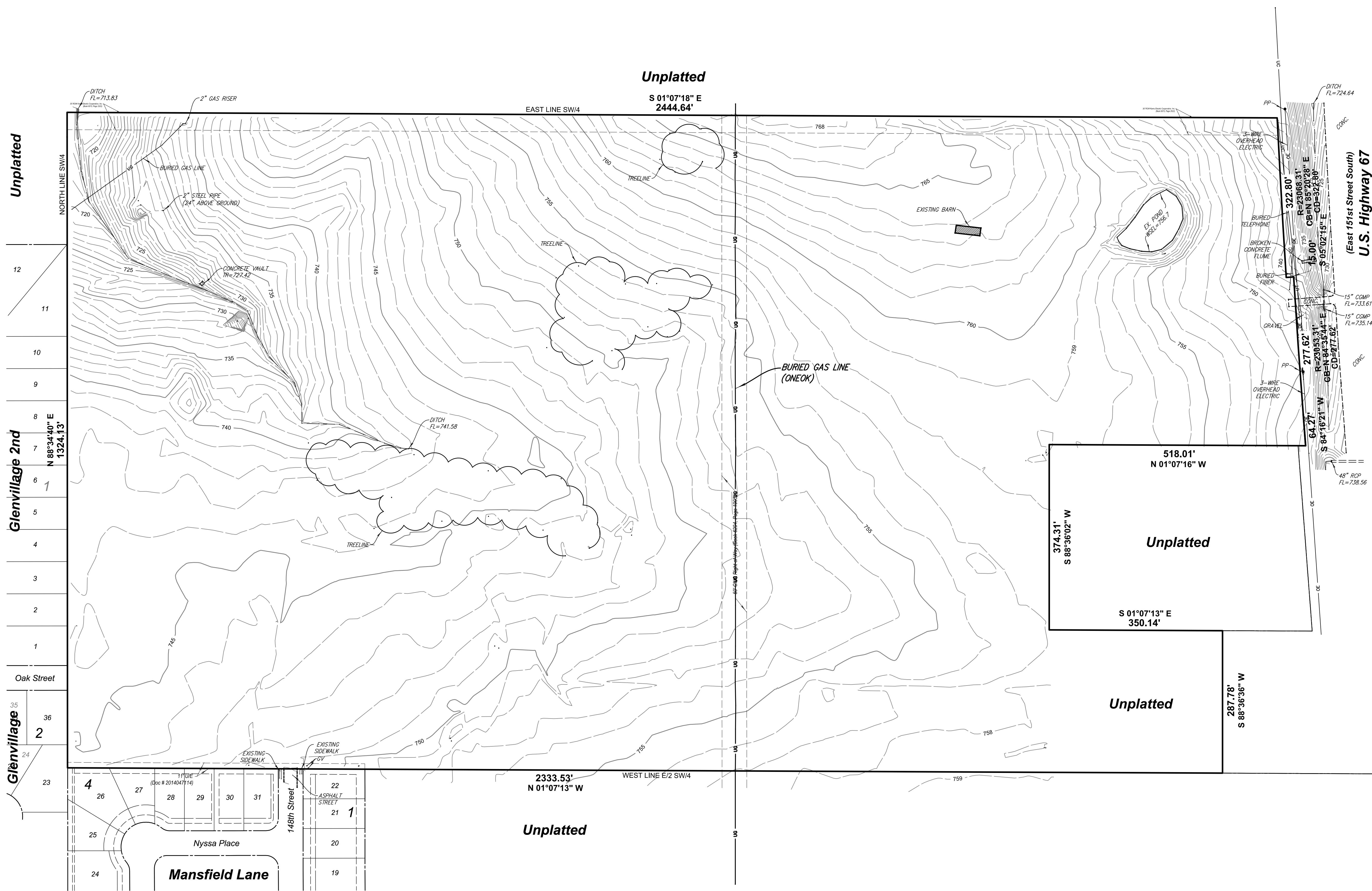
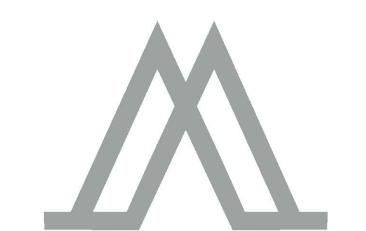


EXHIBIT 'I'

SITE TOPOGRAPHY



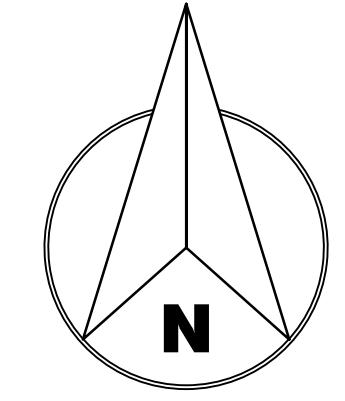
SUMMIT PROPERTIES, INC.

Select design

DEVELOPMENT ANALYSIS
PROJECT MANAGEMENT
DRAFTING & DESIGN



RS-4 Residential Subdivision
Glenpool, Oklahoma



Scale: 1" = 250'

0 125 250 500



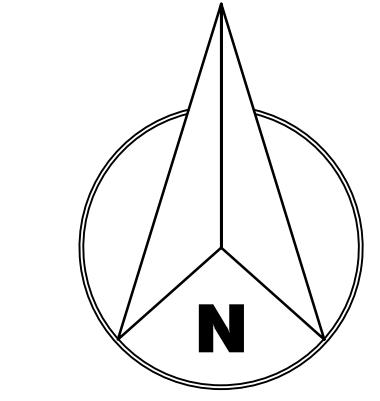
SUMMIT
PROPERTIES, INC.

Select
design
DEVELOPMENT ANALYSIS
PROJECT MANAGEMENT
DRAFTING & DESIGN

11063D S Memorial Dr #351
Tulsa, Oklahoma 74133
Phone: (918) 798-8356

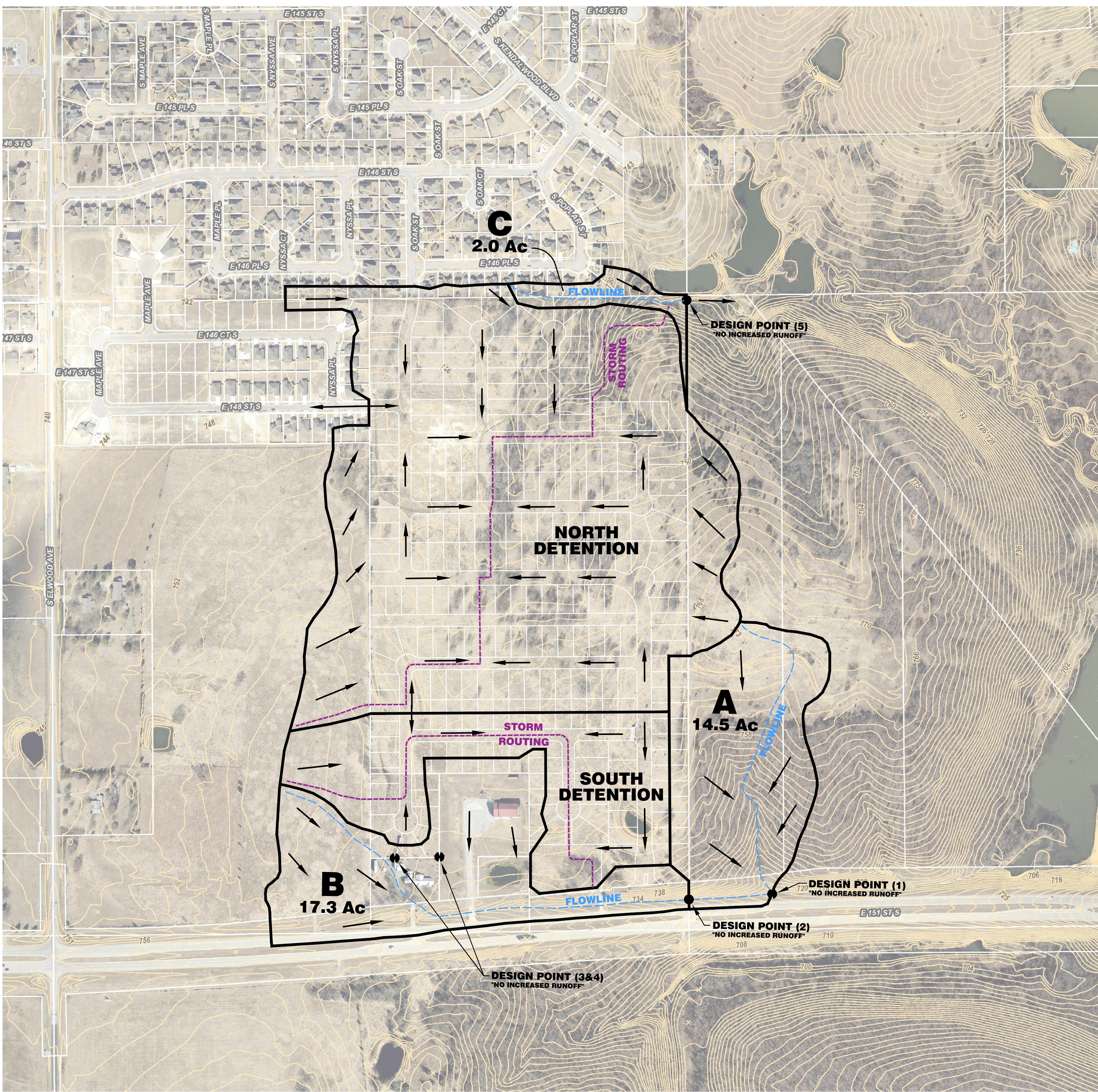


RS-4 Residential Subdivision
Glenpool, Oklahoma



Scale: 1" = 250'

0 125 250 500

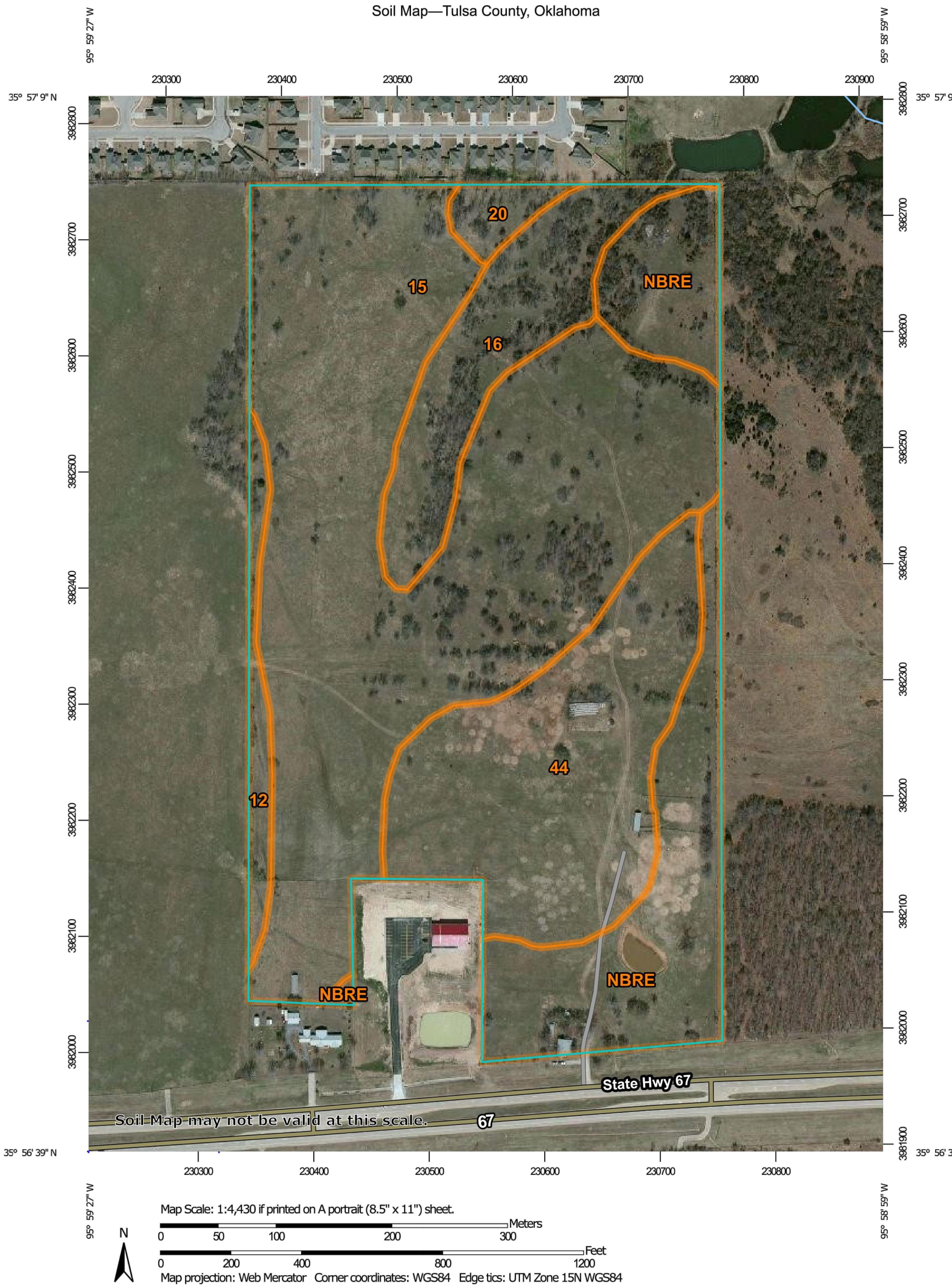


SUMMIT
PROPERTIES, INC.

Select
design
DEVELOPMENT ANALYSIS
PROJECT MANAGEMENT
DRAFTING & DESIGN

11063D S Memorial Dr #351
Tulsa, Oklahoma 74133
Phone: (918) 798-8356

Soil Map—Tulsa County, Oklahoma



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

2/15/2017
Page 1 of 3

SCISSORTAIL

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

Summit Properties, Inc., an Oklahoma Corporation, hereinafter together referred to as the "Owner/Developer" 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 EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SW/4 OF SAID SECTION 13; THENCE NORTH 01°08'05" WEST ALONG THE EAST LINE OF THE SW/4 A DISTANCE OF 360.64 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°36'10" WEST 662.06 FEET TO A POINT ON THE EAST LINE OF THE SW/4 OF THE SE/4 OF THE SW/4 OF SECTION 13; THENCE NORTH 01°07'50" WEST ALONG SAID EAST LINE 300.55 FEET TO THE NORTHEAST CORNER OF THE SW/4 OF THE SE/4 OF THE SW/4; THENCE SOUTH 88°35'44" WEST ALONG THE NORTH LINE OF THE SW/4 OF THE SE/4 OF THE SW/4 A DISTANCE OF 374.26 FEET TO THE NORTHEAST CORNER OF LOT 2, BLOCK 1, ANGLICAN CHURCH OF THE RESURRECTION, FILED AS PLAT #6373; THENCE SOUTH 01°07'36" EAST 350.15 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 88°36'13" WEST 287.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2 AND THE WEST LINE OF THE E/2 OF THE SW/4 OF SECTION 13; THENCE NORTH 01°07'35" WEST ALONG SAID WEST LINE 2333.42 FEET TO THE NORTHWEST CORNER OF THE E/2 OF THE SW/4; THENCE NORTH 88°34'27" EAST ALONG SAID NORTH LINE 1323.81 FEET TO THE NORTHEAST CORNER OF THE SW/4; THENCE SOUTH 01°08'05" EAST ALONG THE EAST LINE OF THE SW/4 A DISTANCE OF 2284.44 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 2,925,860.95 SQUARE FEET OR 67.17 ACRES.

BASIS OF BEARING – THE EAST LINE OF THE SW/4 OF SECTION 13 AS N 01°08'05" W.

AND

A TRACT OF LAND THAT IS PART OF THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SW/4 OF SAID SECTION 13; THENCE NORTH 01°08'05" WEST ALONG THE EAST LINE OF THE SW/4 A DISTANCE OF 200.64 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 67 AND THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG THE NORTH LINE OF SAID RIGHT OF WAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 23068.31 FEET, AN ARC LENGTH OF 322.52 FEET, A CHORD BEARING OF SOUTH 85°20'27" WEST AND A CHORD LENGTH OF 322.52 FEET; THENCE SOUTH 05°03'34" EAST 15.00 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 23053.31 FEET, AN ARC LENGTH OF 277.63 FEET, A CHORD

BEARING OF SOUTH 84°35'44" WEST AND CHORD LENGTH OF 277.63 FEET; THENCE SOUTH 84°15'02" WEST 64.54 FEET TO THE EAST LINE OF THE SW/4 OF THE SE/4 OF THE SW/4 OF SECTION 13; THENCE NORTH 01°07'50" WEST ALONG SAID EAST LINE 217.62 FEET; THENCE NORTH 88°36'10" EAST 662.06 FEET TO THE EAST LINE OF THE SW/4 OF SECTION 13; THENCE SOUTH 01°08'05" EAST ALONG SAID EAST LINE 160.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 124,119.16 SQUARE FEET OR 2.85 ACRES.

BASIS FOR BEARING – THE EAST LINE OF THE SW/4 OF SECTION 13 AS N 01°08'05" W.

and has caused the above described land to be surveyed, staked, platted and subdivided into lots, blocks, reserve areas and streets, in conformity with the accompanying plat and survey (hereinafter the "Plat" and has entitled and designated the subdivision as "Scissortail", a Subdivision in the City of Glenpool, Tulsa County, Oklahoma (hereinafter "Scissortail" or the "Subdivision").

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the streets depicted on the accompanying plat and does further dedicate for public use the utility easements as depicted on the accompanying plat 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 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 shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping, customary screening fences and walls that do not constitute an obstruction.

B. Underground Service

1. Overhead lines for the supply of electric, telephone and cable television services may be located along the south and east side perimeter boundary of the subdivision, if located within a general utility easement as depicted on the accompanying plat. Street light poles or standards may be served by overhead line or underground cable and elsewhere throughout the subdivision all supply lines shall be located underground in the general utility easements. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the general utility easements.
2. Underground service cables to all structures which may be located within the subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon the lot, provided that upon the installation of a service cable 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 or transformer to the service entrance on the structure.

3. The supplier of electric, telephone and cable television services, through its agents and employees, shall at all times have right of access to all general utility easements depicted on the accompanying plat or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone or cable television facilities installed by the supplier of the utility service.
4. Lot owners shall be responsible for the protection of the underground service facilities located on their respective lots and each shall prevent the alteration of grade or any construction activity that would interfere with the electric, telephone or cable television facilities. The supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
5. The foregoing covenants set forth in this paragraph B shall be enforceable by the supplier of the electric, telephone or cable television service and Lot owners agree to be bound hereby.

C. Water, Sanitary Sewer and Storm Sewer Service

1. Lot owners shall be responsible for the protection of the public water mains, sanitary sewer mains and storm sewers located on their respective lots and shall prevent the alteration of grade or any construction activity which may interfere with said public water main, public sanitary sewer main or storm sewer.
2. Within the utility easement areas depicted on the accompanying plat, the alteration of grade in excess of 3 feet from the contours existing upon the completion of the installation of a public water main, sanitary sewer main or storm sewer, or any construction activity which would 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 ordinary maintenance of public water and sewer mains, but Lot owners shall pay for damage or relocation of such facilities caused or necessitated by their acts and/or the acts of their 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 this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.
5. The foregoing covenants set forth in this paragraph C shall be enforceable by the City of Glenpool, Oklahoma, or its successors, and Lot owners agree to be bound hereby.

D. Gas Service

1. Lot owners shall be responsible for the protection of gas facilities located on their respective lots.
2. Within the utility easement areas depicted on the accompanying plat, the alteration of grade in excess of 3 feet from the contours existing upon the completion of the installation of a gas main or any construction activity which would interfere with a gas main shall be prohibited.
3. The supplier of gas service shall be responsible for ordinary maintenance of gas mains, but Lot owners shall pay for damage or relocation of such facilities caused or necessitated by their acts and/or the acts of their agents or contractors.

4. The supplier of gas service shall at all times have right of access to all easements depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of gas facilities.
5. Underground gas service lines to all structures which may be located within the subdivision may be run from the nearest gas main to the point of usage determined by the location and construction of such structure as may be located upon the lot, provided that upon the installation of a 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 line, extending from the gas main to the service entrance on the structure.
6. The foregoing covenants set forth in this paragraph D shall be enforceable by the supplier of gas service and Lot owners agree to be bound hereby.

E. Storm Water Detention

1. The Owner/Developer does hereby grant and establish a perpetual easement on, over and across the Reserve Area "A" and Reserve Area "B" (hereinafter referred to as the "Detention Easement Areas") 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 III) 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:
 - a. The Detention Easement Areas shall be kept free of litter.
 - b. The Detention Easement Areas shall be mowed during the growing season at intervals not exceeding 4 weeks.
 - c. 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.
 - d. 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 not exceed 1/~~XX~~th of the costs.
 - e. A lien established as above provided may NOT be foreclosed by the City of Glenpool, Oklahoma.

F. Surface Drainage and Lot Grading Restriction

Each Lot shall *receive* and *drain*, in an unobstructed manner, the storm and surface waters from lots, drainage areas of higher elevation, and public streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and/or surface waters over and across his lot. The foregoing covenants set forth in this paragraph F shall be enforceable by any affected lot owner and by the City of Glenpool, Oklahoma.

G. Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to SH-67 (East 151st Street South) designated as "Limits of No Access" (L.N.A.) on the accompanying plat. The LNA may be amended or released by the Glenpool Planning Commission, or its successor, with the approval of the City of Glenpool, Oklahoma, or as otherwise provided by the statutes and laws of the State of Oklahoma. The LNA established shall be enforceable by the City of Glenpool, Oklahoma.

H. Paving and Landscaping Within Easements

Lot owners affected shall be responsible for the repair of damage to landscaping and paving occasioned by necessary installation or maintenance of underground water, sewer, storm sewer, natural gas, communication, cable television or electric facilities within the 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.

I. 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, landscaping and walls, and are reserved for subsequent conveyance to the Scissortail Homeowners' Association, for their use and maintenance, to be comprised of the owners of all residential lots within the Scissortail community as set forth within Section IV thereof.

J. Reserve Area 'C'

Reserve area 'C' is hereby dedicated for the purpose of establishing and maintaining open space, recreation and landscaping, and is reserved for subsequent conveyance to the Scissortail Homeowners' Association, for their use and maintenance, to be comprised of the owners of all residential lots within the Scissortail community as set forth within Section IV thereof.

K. Reserve Areas 'D' & 'E'

Reserve areas 'D' & 'E' are hereby dedicated for the purpose of establishing and maintaining open space and are reserved for subsequent conveyance to the Scissortail Homeowners' Association, for their use and maintenance, to be comprised of the owners of all residential lots within the Scissortail community as set forth within Section IV thereof.

L. Reserve Area 'F'

Reserve area 'F' is hereby dedicated for the purpose of establishing and maintaining open space, landscaping, entry feature, and signage and is reserved for subsequent conveyance to the Scissortail Homeowners' Association, for their use and maintenance, to be comprised of the owners of all residential lots within the Scissortail community as set forth within Section IV thereof.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

Whereas, Scissortail was submitted as a planned unit development (designated as PUD No. XXX) as provided within Sections XXXXX of Title XXXXXX, Glenpool Revised Ordinances (Glenpool Zoning Code), and

Whereas, PUD No. XXX was affirmatively recommended by the Glenpool Planning Commission on XXXXXXXX, and approved by the City Council of the City of Glenpool, Oklahoma on XXXXXXXXXX, the implementing Ordinance No. XXXXXXXXXX being adopted on XXXXXXXXXX, and published on XXXXXX, 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

Whereas, the Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to insure adequate restrictions for the mutual benefit of the Owner/Developer, its successors and assigns, and the City of Glenpool, Oklahoma.

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

A. Development in Accordance With PUD

Scissortail shall be developed and used in substantial accordance with the restrictions and development standards of PUD No. XXX approved by the City Council of the City of Glenpool, Oklahoma, or in substantial accordance with such modifications or amendments of the restrictions and development standards of PUD No. XXX as may be subsequently approved.

B. Applicable Ordinance

The development of Scissortail shall be subject to the planned unit development provisions of the Glenpool Zoning Code, as such provisions existed on XXXXXX

C. Development Standards

1. Development Area A — RS-4 Zoning

Minimum lot width: 65 feet, measured at the building line if the lot fronts a cul-de-sac

Minimum front yard abutting a public street: 25 feet

Side yard: 5 feet, no residence shall be built nearer than five (5) feet to any side lot on one side, and five (5) feet on the other side, thus requiring a combined total of at least ten (10) feet between the residence and both side lot lines. Where side lot easements are shown greater than the foregoing, no encroachment shall be allowed on the easement. For lots that utilize a 5' side yard, the AC pad and unit shall be located behind the house and outside of the 5' side yard.

All other yards abutting a public street: 15 feet, unless a side entry garage is proposed. If a side entry garage is proposed the building wall containing the garage door shall be set a minimum of twenty-five (25) feet from the street right of way.

Minimum Rear Yard Setback: 20 feet

Permitted Use: All uses allowed by right in the RS-4 zoning district and specifically single-family residential homes.

2. Development Area B — CG Zoning

Dimensional Standards: All dimensional standards as set forth in CG Zoning District.

Permitted Use: All uses allowed by right in the CG Zoning District.

D. Site Plan Review and Compliance With Approved Plans

The approved final plat of the Subdivision shall constitute the detailed site plan required by the Glenpool Zoning Code. The development and use of Scissortail shall be in compliance with the approved building plans and sign plans, as may be later approved by the Glenpool Planning Commission or its successor.

E. Definitions

In the event of ambiguity of any word or term set forth in this Section II., the meaning thereof shall be deemed to be defined as set forth within the Glenpool Zoning Code as the same existed on **XXXXXXX**.

SECTION III. PRIVATE RESTRICTIONS

A. Architectural Committee.

1. Plan Review. No building, fence, wall, or exterior antenna shall be erected, placed or altered (including exterior painting) on any Lot until the plans and specifications have been approved in writing by the Owner/Developer, its authorized representatives or successors, hereinafter referred to as the "Architectural Committee." For each building, the required plans and specifications shall be submitted in duplicate and include a site plan, floor plan, exterior elevations, drainage and grading plans, exterior materials and color scheme. In the event the Architectural Committee fails to approve or disapprove plans and specifications submitted to it as herein required within ten (10) days after submission, the plans so submitted shall be deemed approved. The development and use of the subject Lot shall thereafter be in substantial compliance with the approved plans or approved amendments thereto. In the event no suit to enjoin the erection of the building or structure or the making of an alteration has been commenced prior to the 30th day following completion thereof, approval of the Architectural Committee shall not be required and this covenant shall be deemed to have been fully complied with.
2. Committee Purpose. The Architectural Committee's purpose is to promote good design and compatibility within the Subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval or failure to approve hereunder, and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage or code violations. The approval or failure to approve building plans shall not be deemed a waiver of any restriction. Nothing herein contained shall be deemed to prevent any Lot owner in the Subdivision from prosecuting any legal

action relating to improvements within the Subdivision which they would otherwise be entitled to prosecute.

3. Transfer of Duties. The powers and duties of the Architectural Committee shall, on January 1, 2022, be deemed transferred to the Scissortail Homeowners' Association, Inc. (to be established as set forth within Section III hereof), or upon written assignment to said homeowners' association by the Architectural Committee, whichever event first occurs, and thereafter the foregoing powers and duties shall be exercised by the board of directors of the Association.

B. Use.

The use of the Lots shall be limited to detached single-family residences and customary accessory uses. No more than one residence shall be permitted upon each platted Lot. Lot splits shall be prohibited except as provided by amendment exercised under Section IV (C) herein.

C. Floor Area.

All dwellings shall have a minimum living space of at least 1,300 square feet. Square footage shall be computed for living space, exclusive of porches, patios, and garages. In the event a dwelling having more than one (1) story, there shall be a minimum of 1,700 square feet of floor space with a minimum of 1,200 square feet on the first story, exclusive of porches, patios, and garages.

D. Maximum Building Height.

No building shall exceed two stories or thirty-five (35) feet in height except as approved by the Architectural Committee.

E. Garages.

Garages shall provide a minimum of two parking spaces for automobiles. All garages shall be attached to the residence. Garages shall be enclosed. Carports are prohibited. Garage doors shall not contain glass. Detached garages may be permitted with Architectural Committee approval.

F. Foundations.

All exposed dwelling foundations and/or stem walls shall be of masonry.

G. Masonry.

The exterior surface of all dwellings, except windows and doors, shall be 100% masonry to the first-floor plate line.

H. Roof Pitch.

No dwelling shall have a roof pitch of less than 6/12. Porches and patios shall not have a roof pitch of less than 4/12.

I. Roofing Materials.

Roofing for a dwelling shall be Tamko Heritage 30 year Weather Wood color. Provided, however, that if such roofing should not be reasonably available, alternative roofing approved by the Architectural Committee shall be permitted upon determination of the Architectural Committee that the alternative is of equal or superior quality and of a design and color compatible with the roofing material above specified.

J. Driveways.

Driveways shall be concrete and require approval of the Architectural Committee prior to construction.

K. Fencing.

Fences shall be six (6) feet in height and made of wood privacy fencing EXCEPT for property lines adjacent to Reserve Areas 'D' and 'E' where fences shall be a minimum of four (4) feet in height and made of black wrought iron, split rail or split rail with black vinyl coated chain link. No chain link fences shall be permitted without approval of the Architectural Committee prior to construction. No fence shall be erected nearer to the front lot line than the twenty-five (25) foot building line or nearer to the side street lot line than the side building line shown on the recorded plat.

L. Seasonal Decorations

All seasonal decorations shall be removed no later than thirty (30) calendar days from the day of the actual holiday.

M. On-site Construction.

No residence or building built off-site shall be moved to or placed on any Lot.

N. Outbuildings.

No trailer, tent, shack, garage, barn or other out-building erected on a Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

O. Swimming Pools.

Above ground swimming pools are prohibited.

P. Antennas.

No radio or television antennas, placed on any roof of any building erected on any Lot, or any free standing antennas erected on any Lot, shall be permitted at a height exceeding the elevation of the top of the ridge line of the roof of the residence on the Lot. All dish-type or similar satellite receiving antennas on all Lots shall be screened from public view when viewed from the street and shall not exceed 20" in diameter.

Q. Lot Maintenance.

No inoperative vehicle or machinery shall be stored on any Lot. Each Lot shall be maintained in a neat and orderly condition free of rubbish, trash and other debris and shall be cut, trimmed or mowed to prevent growth of weeds or tall grass.

R. Recreational Vehicles.

Boats, trailers, campers and other recreational vehicular equipment shall not be stored on any Lot, for more than twenty-four (24) hours, except within an enclosed garage.

S. Non-recreational trailers, machinery and equipment

No non-recreational trailers, machinery or equipment shall be stored, placed or parked on any Lot, except within an enclosed garage, or on any street within the Subdivision; provided however, nothing herein shall prohibit the parking of vehicles, machinery and equipment when being utilized in connection with construction services pertaining to a residence.

T. Garbage Receptacles.

No exposed garbage can, trash can, trash burning apparatus or structure, shall be placed on any Lot or any Reserve Area.;

U. Animals.

No animals, livestock or poultry of any kind may be maintained, bred, sold or kept except that dogs, cats and other household pets may be kept provided that they are not used for commercial purposes.

V. Noxious Activity.

No noxious or offensive trade or activity shall be carried out upon any Lot or upon any Reserve Area. Nor shall anything be done thereon that may be or may become an annoyance or nuisance to the Subdivision.

W. Signage.

No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than 6 square feet advertising the sale or rental of the real property thereon.

X. Materials and Storage.

No Lot shall be used for the storage of materials for a period of greater than thirty (30) days prior to the start of construction and the construction shall be completed within nine (9) months thereafter. Each Lot shall be maintained in a neat and orderly condition during construction.

Y. Garage Sales/Yard Sales.

Garage sales/yard sales shall not be permitted in the Subdivision.

Z. Basketball Goals.

No basketball goal or structure shall be permitted in any of the street rights of way.

AA. Inoperative Vehicles.

No inoperative vehicle or machinery shall be stored on any Lot. Each Lot shall be maintained free of rubbish, trash, or other debris and shall be cut, trimmed or mowed to prevent growth of weeds or tall grass.

BB. AC Pad and Unit

For lots that utilize a 5' side yard, the AC pad and unit shall be located behind the house and outside of the 5' side yard.

CC. Mailboxes

All mailboxes shall be of a singular design for the lots within Scissortail, as approved by the architectural committee. No mailboxes shall be erected on any residential lot with the approval of the design by the architectural committee, and shall conform to a design standard. A charge for mailboxes will be collected by the owner/developer at the closing of each lot.

DD. Front Yard Landscaping

All yards facing a street shall be professionally landscaped before a Certificate of Occupancy is issued by the City of Glenpool.

SECTION IV. HOMEOWNERS' ASSOCIATION

A. Formation of Homeowners' Association

The Owner/Developer has formed or shall cause to be formed an association of the owners of the Lots within Scissortail (hereinafter referred to as the "Homeowners' Association") 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, including but without limitation the storm water detention facilities and reserve areas, and enhancing the value, desirability and attractiveness of Scissortail.

B. Membership

Every person or entity who is a record owner of the fee interest of a Lot shall be a member of the Homeowners' Association. Membership shall be appurtenant to and may not be separated from the ownership of a Lot.

C. Assessment

Each record owner of a Lot shall be subject to assessment by the Homeowners' Association for the purposes of improvement and maintenance of the storm water detention facilities, reserve areas and other common areas.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of Section I. Public Streets, Easements and Utilities are set forth certain covenants and the enforcement rights pertaining thereto, and additionally the covenants within Section I. whether or not specifically therein so stated shall inure to the benefit of and shall be enforceable by the City of Glenpool, Oklahoma. The covenants contained in Section II. Planned Unit Development Restrictions are established pursuant to the Planned Unit Development provisions of the Glenpool Zoning Code and shall inure to the benefit of and shall be enforceable by the City of Glenpool, Oklahoma, any owner of a Lot and the Homeowners' Association. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section II., it shall be lawful for the City of Glenpool, any owner of a Lot or the Homeowners' Association to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant. The covenants contained in Section III. Private

Restrictions and Section IV. Homeowners' Association shall inure to the benefit of any owner of a Lot and the Homeowners' Association. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section III it shall be lawful for any owner of a Lot or the Homeowners' Association to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant. In any judicial action brought to enforce the covenants established within this Deed of Dedication, the defense that the party initiating the equitable proceeding has an adequate remedy at law, is hereby waived. In any judicial action brought by any owner of a Lot or the Association, which action seeks to enforce the covenants contained in Section IV and/or to recover damages for the breach thereof, the prevailing party shall be entitled to receive reasonable attorney fees and costs and expenses incurred in such action.

B. Duration

These restrictions, to the extent permitted by applicable law, shall be perpetual, but in any event shall be in force and effect for a term of not less than twenty (20) years from the date of the recording of this Deed of Dedication unless terminated or amended as hereinafter provided.

C. Amendment

The covenants contained within Section I, Public Streets, Easements and Utilities, may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the City of Glenpool, Oklahoma, or its successors. The covenants contained within Section II. Planned Unit Development Restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the Glenpool Planning Commission, or its successors. Notwithstanding the foregoing the covenants contained within Section II, shall be deemed amended (without necessity of execution of an amending document) upon approval of a minor amendment to PUD No. **XXX** by the Glenpool Planning Commission or its successors and recording of a certified copy of the minutes of the Glenpool Planning Commission or its successors with the Tulsa County Clerk. The covenants and restrictions contained within Section III, Private Restrictions, may be amended or terminated at any time by a written instrument signed and acknowledged by the Owner/Developer during such period that the Owner/Developer is the owner of at least one (1) Lot, or alternatively the covenants and restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of 60% of the Lots within the Subdivision. In the event of any conflict between an amendment or termination properly executed by the Owner/Developer during its ownership of at least one (1) Lot and any amendment or termination properly executed by the owners of at least 60% of the Lots, the instrument executed by the Owner/Developer shall prevail during its ownership of at least one (1) Lot. The covenants and restrictions contained within Section IV. Homeowners' Association may be amended or terminated at any time by a written instrument signed and acknowledged by the Owner/Developer during such period that the Owner/Developer is the owner of at least one (1) Lot, or alternatively the covenants and restrictions may be amended or terminated at any time by a majority vote of the members of the Homeowner' Association as evidenced by written instrument signed and acknowledged by the president of the Homeowners' Association. In the event of any conflict between an amendment or termination properly executed by the Owner/Developer during its ownership of at least one (1) Lot and any amendment or termination evidenced by an instrument properly executed by the president of the Homeowners' Association, the instrument executed by the Owner/Developer shall prevail during its ownership of at least one (1) Lot. The provisions of any instrument amending or terminating covenants as above set forth shall be effective from and after the date, it is properly recorded. No amendment or termination of a covenant or restriction shall be drafted as to affect a specific Lot(s) except as provided herein under Section II (B), Use.

D. Severability

EXHIBIT 'L' - COVENANTS

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

