

NOTICE
GLENPOOL PLANNING COMMISSION
REGULAR MEETING

A Regular Session of the Glenpool Planning Commission will be held at 6:30 p.m. on Monday, November 14th, 2016, 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 October 10th, 2016.
 - 2) Review and possible action to approve, conditionally approve, or disapprove: Preliminary Plat "South 75 Business Park Phase II to allow one commercial lot and one reserve area on 39.65 acres located at the southeast corner of 166th Street and US 75 Highway, Glenpool, Oklahoma.
 - 3) Review and possible action to approve, conditionally approve, or disapprove: Rezoning case GZ-256 to change the zoning classification from RS-3, OL and CS to RS-4 of 48 acres located north and west of the northwest corner of 141st Street and Peoria Ave, Glenpool, Oklahoma.
 - 4) Review and possible action to approve, conditionally approve, or disapprove: PUD 34 to allow a supplemental zoning district of PUD to allow 169 residential lots on 48 acres located north and west of the northwest corner of 141st Street and Peoria Ave, Glenpool, Oklahoma.
 - 5) Review and possible action to approve, conditionally approve, or disapprove: Rezoning case GZ-257 to change the zoning classification from RS-3 to RS-4 of 46.96 acres located north of the northeast corner of 151st Street (Hwy 67) and Elwood Ave, Glenpool, Oklahoma.
WITHDRAWN BY APPLICANT 11/9/16
 - 6) Review and possible action to approve, conditionally approve, or disapprove: PUD 35 to allow a supplemental zoning district of PUD to allow 139 residential lots on 46.96 acres located north and east of the northeast corner of 151st Street (US 67 Hwy) and Elwood Ave, Glenpool, Oklahoma.
WITHDRAWN BY APPLICANT 11/9/16.
 - 7) Review and possible action to approve, conditionally approve, or disapprove: Preliminary Plat "Elwood Heights" to allow 139 residential lots on 46.96 acres located north and east of the northeast corner of 151st Street (US 67 Hwy) and Elwood Ave, Glenpool, Oklahoma.
WITHDRAWN BY APPLICANT 11/9/16.
- D) Adjournment

This notice and agenda was posted at Glenpool City Hall Building, 12205 South Yukon Ave, Glenpool, Oklahoma on _____, at _____am/pm.

Signed: _____
City Planner

MINUTES
GLENPOOL PLANNING COMMISSION
REGULAR MEETING

A Regular Session of the Glenpool Planning Commission will be held at 6:30 p.m. on Monday, October 10th, 2016, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

AGENDA

A) Call to Order – Richard Watts, Chairman

B) Roll Call, declaration of quorum – Rick Malone, Secretary; Richard Watts, Chairman

Chairman Watts called the meeting to order at 6:34 pm and requested a roll call.

Members present: Richard Watts, Joyce Calvert, Howard Nelson, Shayne Buchanan, Debra Cutsor

Members absent: None

C) Scheduled Business

1) Discussion and possible action to approve minutes from August 8th, 2016 & September 12th, 2016.

Motion: Debra Cutsor to approve the minutes for August 8th, 2016

Second: Howard Nelson

Voting Aye: Richard Watts, Joyce Calvert, Howard Nelson, Shayne Buchanan, Debra Cutsor

Voting Nay: None

Abstaining: None

Motion Passed: 5-0-0

Motion: Debra Cutsor to approve the minutes for September 12th, 2016

Second: Joyce Calvert

Voting Aye: Richard Watts, Joyce Calvert, Howard Nelson, Shayne Buchanan, Debra Cutsor

Voting Nay: None

Abstaining: None

Motion Passed: 5-0-0

2) Discussion and possible action to appoint two members of the Planning Commission to the Advisory Committee in order to assist with the revision of the Comprehensive Plan, Zoning Code and Subdivision Regulations.

Motion: Shayne Buchanan nominated Richard Watts & Debra Cutsor.

Second: Joyce Calvert

Voting Aye: Richard Watts, Joyce Calvert, Howard Nelson, Shayne Buchanan, Debra Cutsor

Voting Nay: None

Abstaining: None

Motion Passed: 5-0-0

3) Review and possible action to approve, conditionally approve, or disapprove: Rezoning case GZ-256 to change the zoning classification from RS-3, OL and CS to RS-4 of 48 acres located north and west of the northwest corner of 141st Street and Peoria Ave, Glenpool, Oklahoma.

Motion: Debra Cutsor to continue this case to November 14th, 2016.

Second: Howard Nelson

Voting Aye: Richard Watts, Joyce Calvert, Howard Nelson, Shayne Buchanan, Debra Cutsor

Voting Nay: None
Abstaining: None
Motion Passed: 5-0-0

- 4) Review and possible action to approve, conditionally approve, or disapprove: PUD 34 to allow a supplemental zoning district of PUD to allow 175 residential lots on 48 acres located north and west of the northwest corner of 141st Street and Peoria Ave, Glenpool, Oklahoma.

Motion: Joyce Calvert to continue this case to November 14th, 2016.
Second: Debra Cutsor
Voting Aye: Richard Watts, Joyce Calvert, Howard Nelson, Shayne Buchanan, Debra Cutsor
Voting Nay: None
Abstaining: None
Motion Passed: 5-0-0

- 5) Review and possible action to approve, conditionally approve, or disapprove: Rezoning case GZ-257 to change the zoning classification from RS-3 to RS-4 of 46.96 acres located north of the northeast corner of 151st Street (Hwy 67) and Elwood Ave, Glenpool, Oklahoma.

Motion: Debra Cutsor to continue this case to November 14th, 2016.
Second: Shayne Buchanan
Voting Aye: Richard Watts, Joyce Calvert, Howard Nelson, Shayne Buchanan, Debra Cutsor
Voting Nay: None
Abstaining: None
Motion Passed: 5-0-0

- 6) Review and possible action to approve, conditionally approve, or disapprove: PUD 35 to allow a supplemental zoning district of PUD to allow 147 residential lots on 46.96 acres located north and east of the northeast corner of 151st Street (US 67 Hwy) and Elwood Ave, Glenpool, Oklahoma.

Motion: Joyce Calvert to continue this case to November 14th, 2016.
Second: Howard Nelson
Voting Aye: Richard Watts, Joyce Calvert, Howard Nelson, Shayne Buchanan, Debra Cutsor
Voting Nay: None
Abstaining: None
Motion Passed: 5-0-0

- 7) Review and possible action to approve, conditionally approve, or disapprove: Preliminary Plat "Elwood Heights" to allow 147 residential lots on 46.96 acres located north and east of the northeast corner of 151st Street (US 67 Hwy) and Elwood Ave, Glenpool, Oklahoma.

Motion: Joyce Calvert to continue this case to November 14th, 2016.
Second: Howard Nelson
Voting Aye: Richard Watts, Joyce Calvert, Howard Nelson, Shayne Buchanan, Debra Cutsor
Voting Nay: None
Abstaining: None
Motion Passed: 5-0-0

D) Adjournment

There being no further business; Chairman Watts declared the meeting adjourned at 6:46 p.m.

Signature: Chairman Watts

ATTEST:

Rick Malone, Secretary

TO: THE GLENPOOL PLANNING COMMISSION

FROM: RICK MALONE, CITY PLANNER

RE: STAFF RECOMMENDATION
PRELIMINARY PLAT REVIEW: "SOUTH 75 BUSINESS PARK PHASE II"

DATE: November 14th, 2016

BACKGROUND:

Ricky Jones with Tanner Consulting LLC, representing South 75 Business Park LLC has submitted a preliminary plat for 39.65 acres located at the SE/corner of 166th street and US 75.

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: 10/28/16

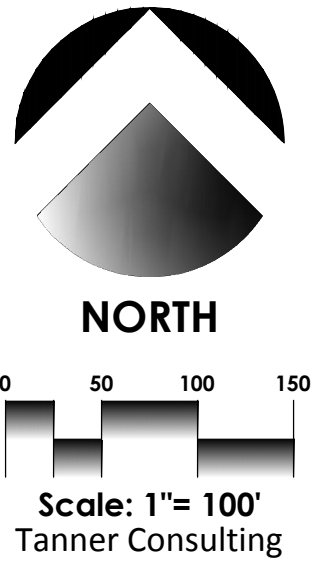
- Hydrology Master Report due.
- Drainage Basin Lift Station report due.
- Overhead or buried electric lines, working out with OG&E.
- Additional detention pond required on full development.
- Earth Change permit application required.
- Site Plan permit application required.
- Fire Chief, Ok with plan regarding circulation & fire protection.
- AT&T: easements ok.
- ONG: Extend to site, no cost for infill development, map given to engineer showing service location.
- LNA all along US 75 side except where current access is allowed.
- Street names issued: 166th Street.
- ODOT approval required and accel/decel/J-Turn may be required.
- Redlines given to project engineer at TAC meeting.
- Planning: According to the Glenpool Subdivision Regulations South 75 Business Park Phase II meets the requirement for Preliminary Plat.

RECOMMENDATION:

Staff recommends approval of the PRELIMINARY PLAT OF "SOUTH 75 BUSINESS PARK PHASE II" subject to the conditions of the Staff and TAC review.

ATTACHMENTS:

1. Case Map
2. 11" X 17" PRELIMINARY PLAT OF "SOUTH 75 BUSINESS PARK PHASE II".



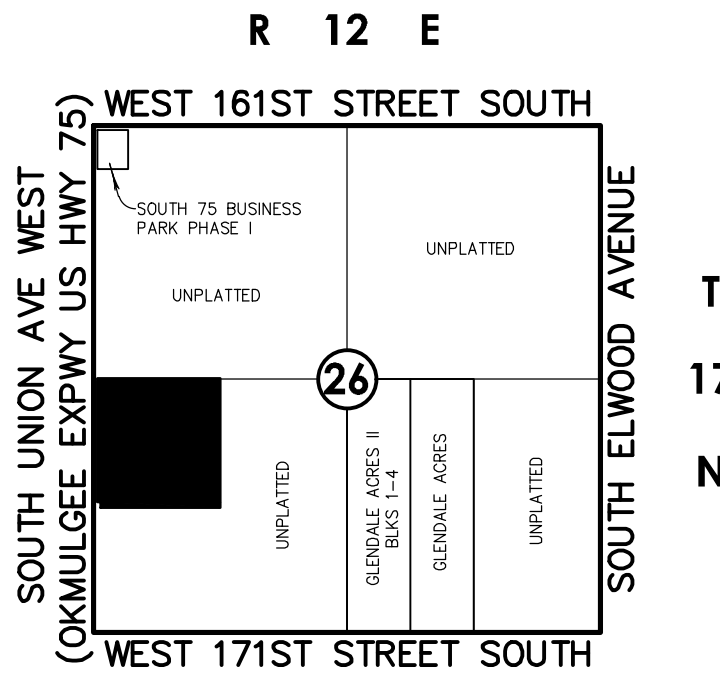
Preliminary Plat

South 75 Business Park Phase II

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@tannerbaltshop.com
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918)745-9929



Location Map
Scale: 1"= 2000'

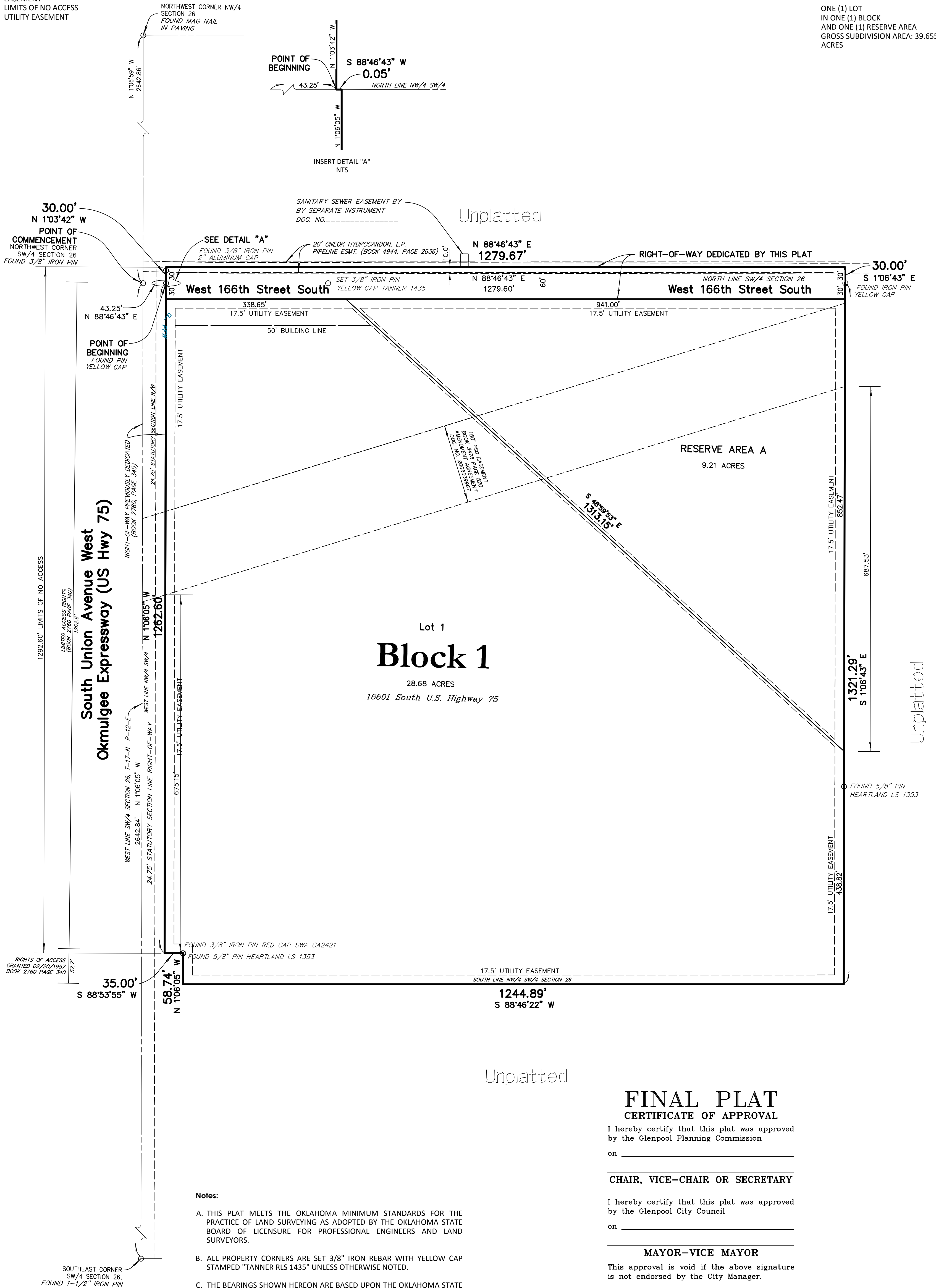


SUBDIVISION CONTAINS:

ONE (1) LOT
IN ONE (1) BLOCK
AND ONE (1) RESERVE AREA
GROSS SUBDIVISION AREA: 39.655
ACRES

LEGEND

B/L	BUILDING LINE
BK PG	BOOK & PAGE
POB	POINT OF BEGINNING
CL	CENTERLINE
DOC	DOCUMENT
ESMT	EASEMENT
LNA	LIMITS OF NO ACCESS
U/E	UTILITY EASEMENT



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 MAYOR

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.

Notes:

- 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.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM (NAD 83).
- 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.

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

MY COMMISSION EXPIRES: _____ JENNIFER MILLER, NOTARY



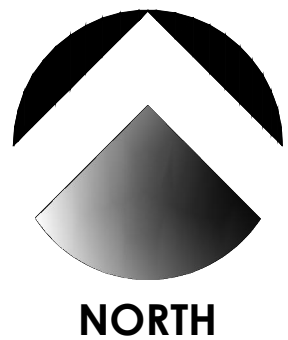
Conceptual Utility Plan

South 75 Business Park Phase II

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

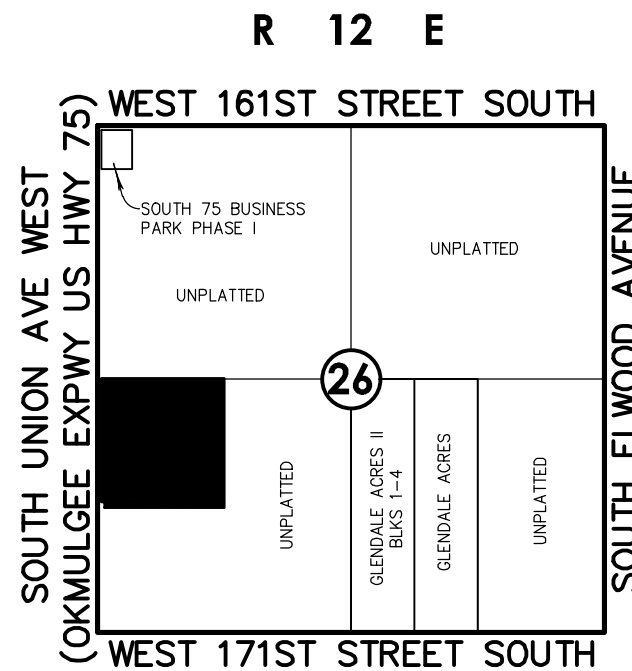
SURVEYOR/ENGINEER:
Tanner Consulting L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2017
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929
Email: dan@tannerbaitshop.com



0 50 100 150
Scale: 1"= 100'
Tanner Consulting

LEGEND

B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
F/E	FENCE EASEMENT
BK PG	BOOK & PAGE
POB	POINT OF BEGINNING
CL	CENTERLINE
DOC	DOCUMENT
ESMT	EASEMENT
LNA	LIMITS OF NO ACCESS
RWE	RESTRICTED WATERLINE EASEMENT
SWE	SIDEWALK EASEMENT
SEP INSTR	SEPARATE INSTRUMENT
U/E	UTILITY EASEMENT
	ASSIGNED ADDRESS

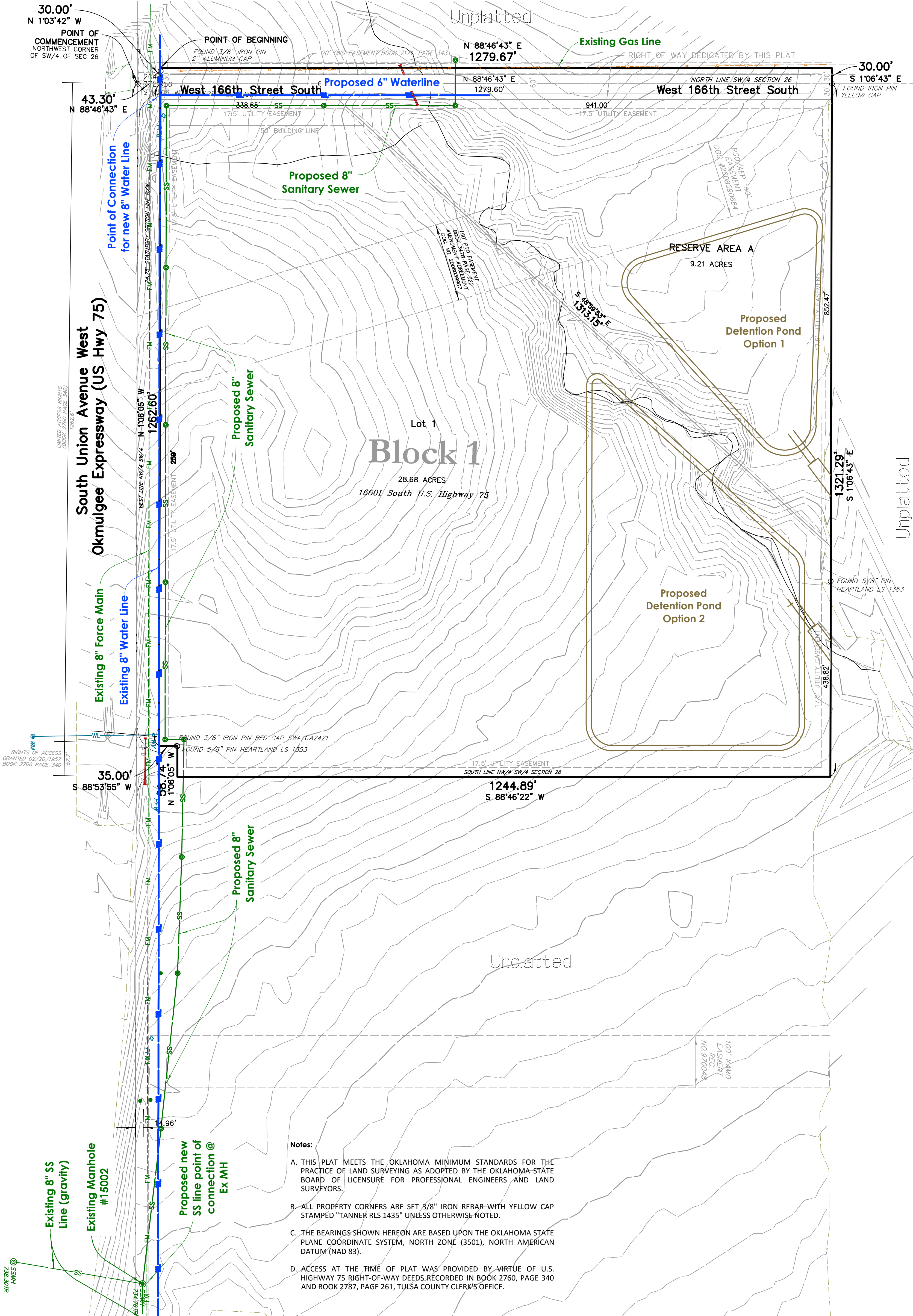


Location Map
Scale: 1"= 2000'



SUBDIVISION CONTAINS:

ONE (1) LOT
IN ONE (1) BLOCK
AND ONE (1) RESERVE AREA
GROSS SUBDIVISION AREA: 39.655 ACRES



Notes:

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- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM (NAD 83).
- 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.

TO: Glenpool Planning Commission

FROM: Rick Malone, City Planner

DATE: November 14th, 2016

RE: GZ-256/PUD 34 Request by K & S Developments, Inc. for approval of a Zone Change FROM RS-3 (Residential Single Family High Density district), OL (Office Low Intensity District) & CS (Commercial Shopping Center District) to RS-4 (Residential single-family highest density district) and Planned Unit Development (PUD) Number 34 Zoning District designation for Single Family Residential Uses on the following described Property:

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, SAID TRACT BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE/4); THENCE SOUTH 89°34'38" WEST ALONG THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER (SE/4) FOR 1280.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING SOUTH 89°34'38" WEST ALONG SAID SOUTHERLY LINE FOR 764.23 FEET; THENCE NORTH 00°03'17" WEST AND PARALLEL WITH THE WESTERLY LINE OF SAID SOUTHEAST QUARTER (SE/4) FOR 653.40 FEET; THENCE SOUTH 89°34'38" WEST AND PARALLEL WITH SAID SOUTHERLY LINE FOR 320.00 FEET; THENCE NORTH 00°03'17" WEST AND PARALLEL WITH SAID WESTERLY LINE FOR 67.36 FEET; THENCE SOUTH 89°34'38" WEST FOR 283.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID SOUTHEAST QUARTER (SE/4) AND THE EASTERLY LINE OF AMENDED PLAT OF KENDALWOOD III SUBDIVISION; THENCE NORTH 00°03'17" WEST ALONG THE WESTERLY LINE OF SAID SOUTHEAST QUARTER (SE/4) AND THE EASTERLY LINE OF AMENDED PLAT OF KENDALWOOD III, FOR 999.27 FEET; THENCE NORTH 89°34'38" EAST ALONG THE SOUTHERLY LINE OF GLENN ABBEY (BLOCKS 7 THRU 13) SUBDIVISION AND PARALLEL WITH AND 1720.00 FEET NORTHERLY OF AS MEASURED PERPENDICULARLY TO SAID SOUTHERLY LINE FOR 1655.44 FEET; THENCE SOUTH 00°06'52" EAST AND PARALLEL WITH THE EASTERLY LINE OF SAID SOUTHEAST QUARTER (SE/4) FOR 660.0 FEET; THENCE SOUTH 89°34'38" WEST PARALLEL TO THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER (SE/4) FOR 290.00 FEET; THENCE SOUTH 00°06'52" EAST PARALLEL WITH THE EASTERLY LINE OF SAID SOUTHEAST QUARTER (SE/4) FOR 1060.02 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND CONTAINING 48.8 ACRES MORE OR LESS.

General Location: West of the Northwest corner of 141st Street and Peoria Ave.

STAFF EXHIBITS

1. Staff Report
2. Case Map
3. Development Text
4. Development Map
5. Declaration of Covenants, Conditions and Restriction

INTRODUCTION

The subject property is designated Low Intensity Residential Special District #6 to allow Low Intensity-Residential Land Uses by the Glenpool Comprehensive Plan. The property is currently zoned RS-3 (Residential Single Family High Density), OL (Office Low Intensity District) & CS (Commercial Shopping Center District). The applicant is requesting an RS-4/Planned Unit Development Number 34 Zoning District for the development of "Glenn Hills" a planned community to be comprised of single family residential uses are found to be in accordance with the Low Intensity Plan Category.

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.

Planned Unit Development 34 is comprised of 48.8 acres and will allow for a maximum development of 169 single-family residential 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 homeowners association.

The surrounding property is developed as noted below:

- North of the subject tract is developed as Glenn Abbey Blks 1-6 subdivision contains 26 acres and split into 83 lots. Glenn Abbey Blks 7-13 subdivision contains 28 acres and split into 91 lots. zoned RS-3 and RS-4 and developed for single family residential use with 65' wide lots.
- East of the subject property are soccer fields and the South County Recreation Facility, Glenshire Court Apartments and vacant land zoned RD and CS.
- South of the subject tract is vacant and zoned AG and OL.
- West of the subject tract contains Kendalwood IV Kendalwood III Amended; fully developed single family subdivisions and Warrior self storage and a Baptist church. Development interests are also looking at this area largely for residential use.

CRITERIA AND FINDINGS

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.

- "Glenn Hills" will be developed to the standards of the RS-4 Zoning District.
- Lot widths shall be established at 65 feet or greater. This should also accompany a statement that the lot widths should substantially conform to the submitted conceptual master plan.
- The front building lines will be established at 25 feet except that lots with an exterior side yard facing a street may be established at 15 feet.

- Rear yard setbacks are established at 20 feet in depth.
- Side yard setbacks are set as five (5) feet on one side and 10 feet on the other providing for a minimum separation of 15 feet between dwelling units.
- The maximum height for structures within the development is consistent with the zoning code to a maximum height of 35 feet.
- "Glenn Hills" will be established with a minimum living space of at least 1,500 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 1,500 square feet on the first story, exclusive of porches, patios, and garages.

In recognition of the potential for phasing of "Glenn Hills", the entrance on 141st 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.

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

1. No exposed stem walls.
2. All roofs must have a minimum roof pitch of 6/12 and roof materials shall be Heritage II or comparable compositions shingles of equal or better quality, and shall be of such color scheme approved by the Declarant prior to installation.
3. 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.
4. No detached accessory structure will be allowed on any lot within Glenn Hills.
5. No building fence or wall shall be erected unless approved by the developments Architectural Committee.
6. The front elevation of all residential lots and side elevation of any corner residential lot must be professionally landscaped and all yard areas are to be sodded upon completion of the residence.
7. 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
8. Patio 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.
9. 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.
10. 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.

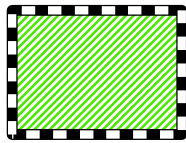
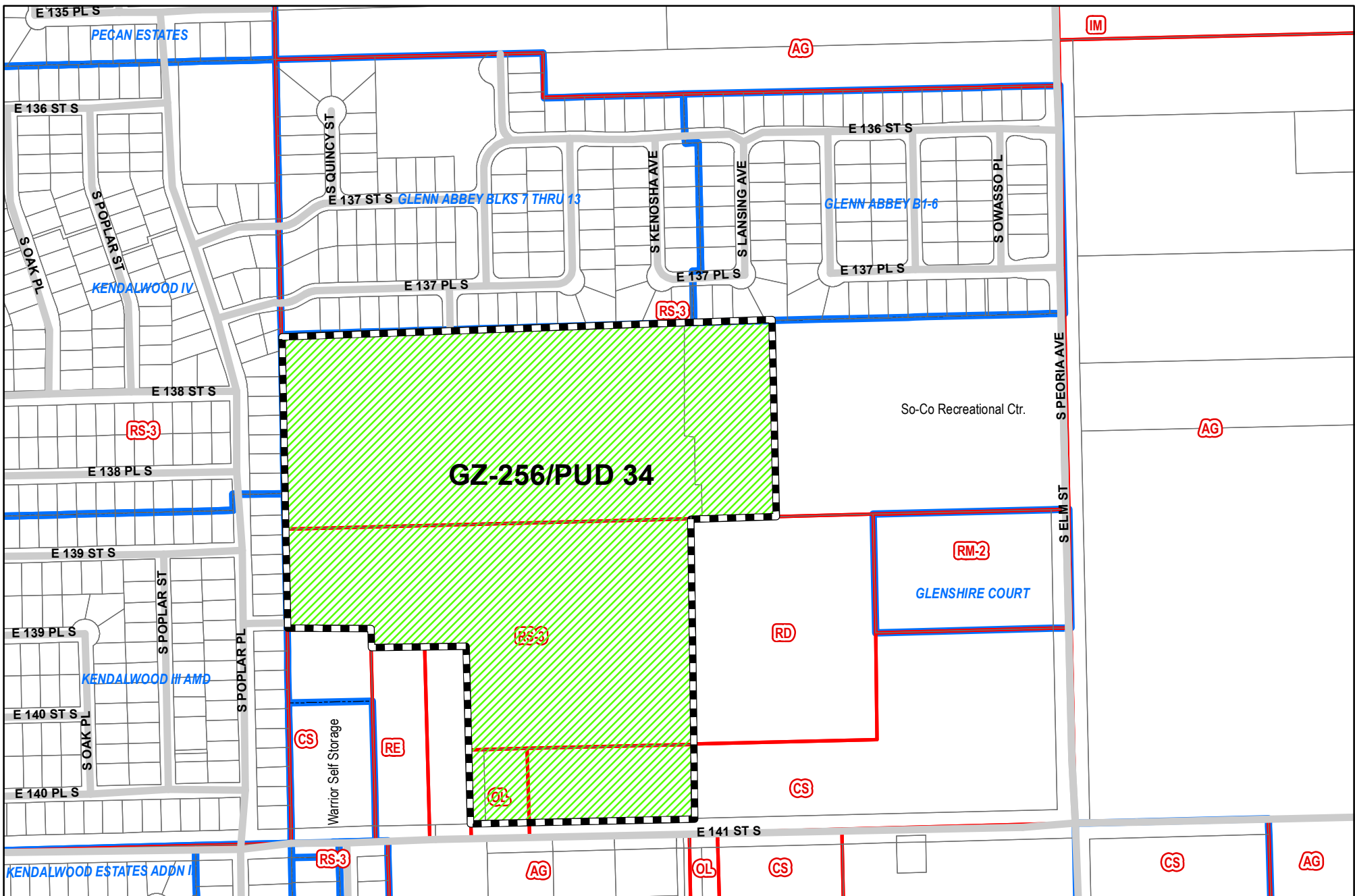
11. Roof Pitch: Materials. Roof pitch shall be a minimum of 6/12 pitch and roof materials shall be Heritage II or comparable composition shingles of equal or better quality, and shall be of such color scheme approved by the Declarant prior to installation.
12. Heating and Air Conditioning Requirements. 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.
13. Individual subdivisions within "Glenn Hills" master plan development will require mandatory participation in a Glenn Hills Homeowners Association. The Homeowners Association will be responsible for maintenance and upkeep of all reserve areas within the development.
14. The Glenn Hills development includes various amenities to include a community pool, playground area, a fitness park, walking trails, small sports park, and water features. These amenities are to be utilized and maintained by the Homeowners Association.
15. The development is designed with an extensive landscape package along 141st Street South. This plan includes a 25 foot wide Reserve Area for a walking trail and plantings of evergreen screenings along the perimeter. The landscape area will be separated from the residential development with the construction of a screening fence that will include some masonry products.
16. The PUD conditions are to be made a part of the Declaration of Covenants, Conditions and Restriction for Glenn Hill subdivision plat.

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 "Glenn Hills 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 34.

<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	1		4.01	75'			
		RS-4	1		5.19	65'			
Glenn Hills	Pending	RS-4 (Proposed)	48.8	169	3.46	65	1,400	50%	Street
Glenn Abbey Blks 1-6	2007	RS-3	26.21	83	3.17	65'	1,500	90%	Street
Glenn Abbey Blks 7-13	2014	RS-4/PUD	28.07	91	3.24	65	1,500	90%	Street
Kendalwood IV	1984	RS-3	74.68	304	4.07	65'	None	None	None
Kendalwood III Amd	1981	RS-3	44.9	194	4.32	65'	None	None	None

RECOMMENDATION

Staff is supportive and recommends approval of request GZ-256 to change the zoning from an RS-3 (Residential Single Family High Density district), OL (Office Low Intensity District) & CS (Commercial Shopping Center District) to RS-4 (Residential single-family highest density district) and Planned Unit Development (PUD) Number 34 Zoning District designation. 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 "A" – "I" submitted by the applicant or revised by the Planning Commission during their review.

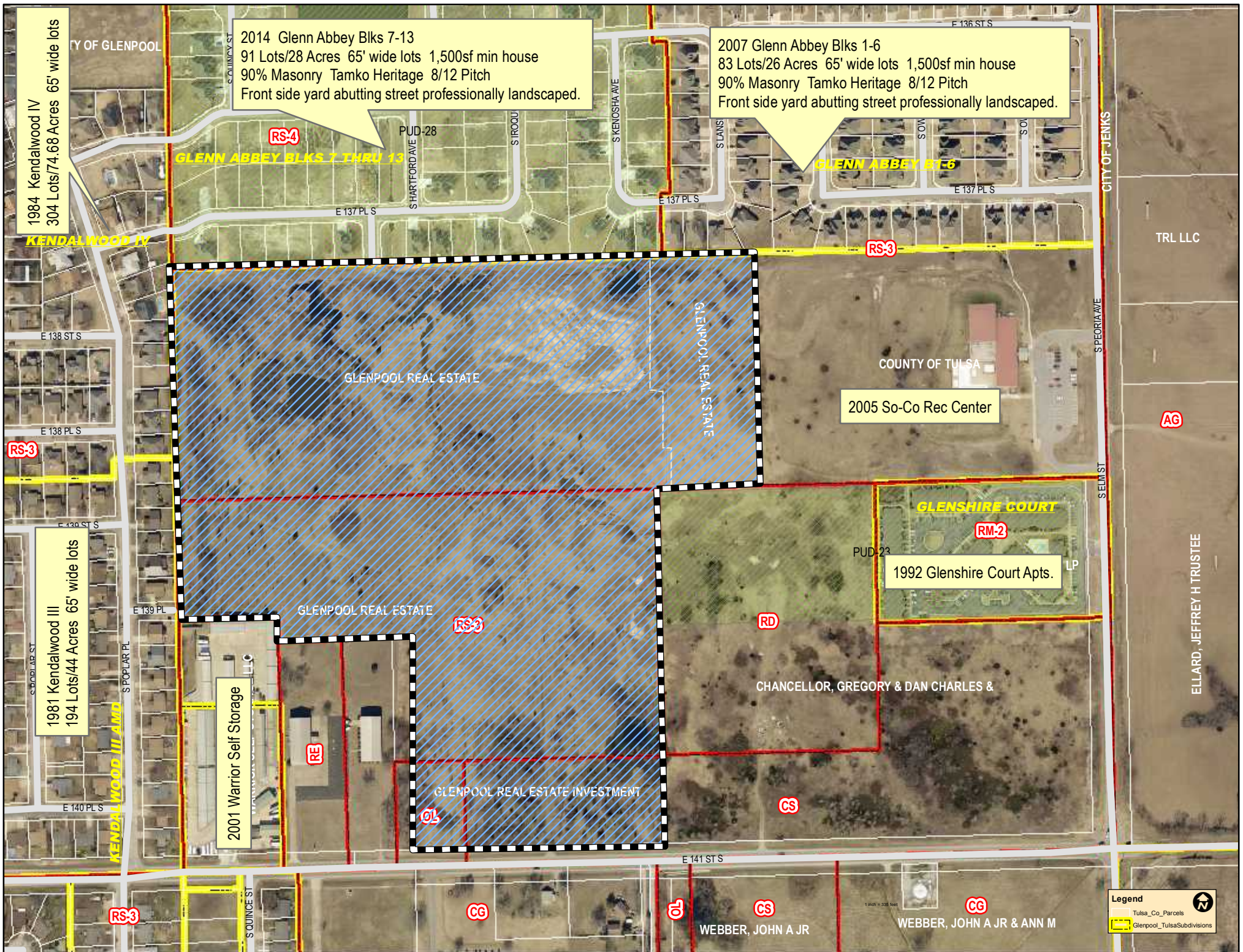


Subject
Tract

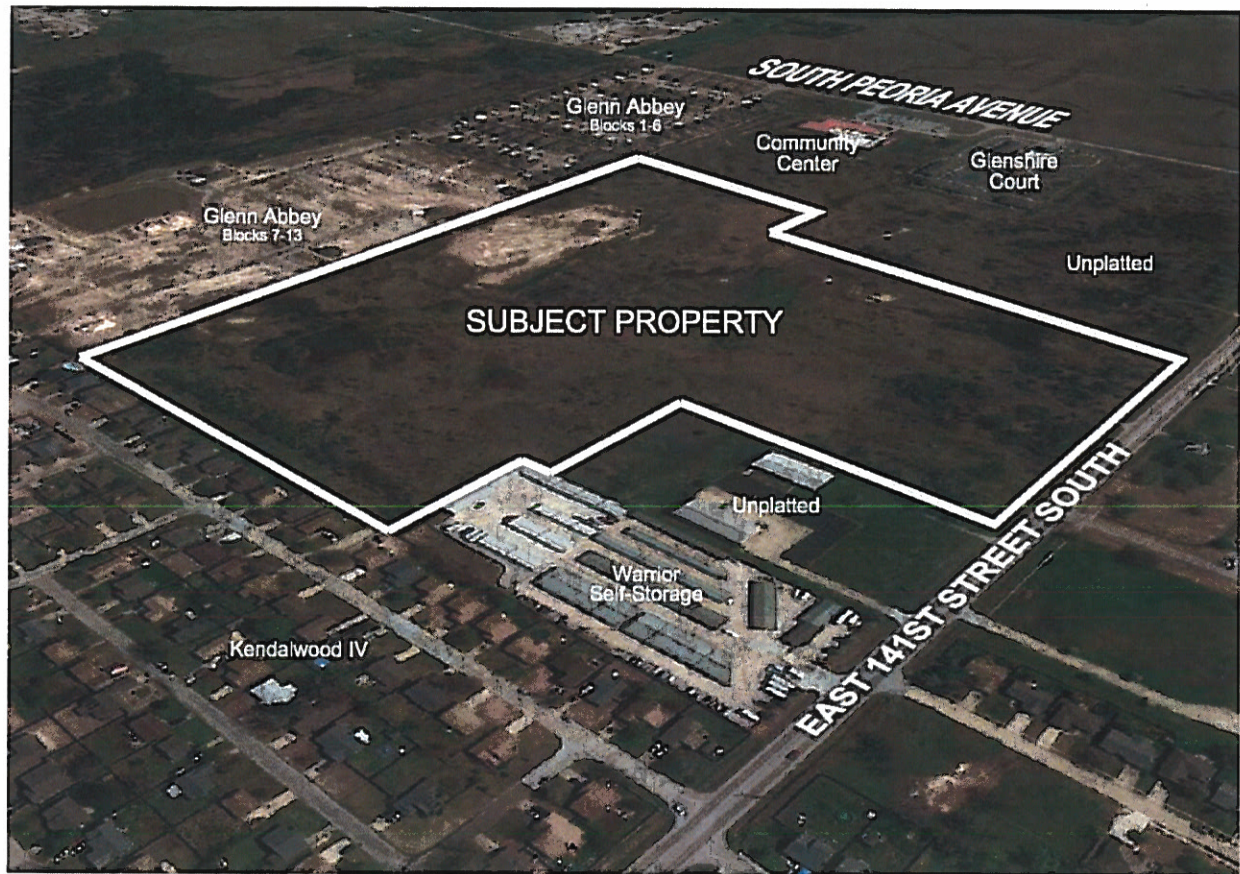
GZ-256/PUD 34
RS-3, OL & CS to RS-4

STR
12-17-12





Glenn Hills



Planned Unit Development

October 2016

Simmons

H O M E C O L L E C T I O N S

Select
design

DEVELOPMENT ANALYSIS
PROJECT MANAGEMENT
DRAFTING & DESIGN

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



Table of Contents

Development Concept

Development Standards

Development Bulk and Area Requirements

Signs

Access and Circulation

Drainage and Utilities

Amenities

Covenants

Homeowners' Association

Exhibits:

Exhibit 'A'	PUD Plat Concept
Exhibit 'A.1'	Sketch Plat
Exhibit 'A.2'	Phasing Exhibit
Exhibit 'B'	Amenities Detail
Exhibit 'C'	Splash Pad/Playground and Outdoor Amenities Concept
Exhibit 'D'	Entry Feature Concept
Exhibit 'E'	Architectural Style
Exhibit 'F'	Aerial Topography
Exhibit 'G'	Soil Survey
Exhibit 'H'	Covenants
Exhibit 'I'	Landscape Plan

Development Concept

Glenn Hills is a single-family, phased development on a 48-acre tract of presently undeveloped land within the City of Glenpool. The project site will front 141st E. Avenue between Elm Street and Elwood Street. The development will abut the existing Glenn Abbey and Kendalwood subdivisions and have sidewalk access to the Glenpool Community Center.

A property owners association will be formed for the neighborhood and homeowner 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.

Glenn Hills will be a professionally planned neighborhood with a landscaped entry and recreational areas. Plans for the neighborhood include a landscaped splash park and picnic area with parking, playground, stocked fishing ponds with decorative fountains, and walking paths with access to the Glenpool Community Center.

Development Standards

Land Area	48.8 acres
Permitted Uses: RS-4 Single-family Residential Development	
Max Number of Dwelling Units:	175+/- (approximately 3.6 Dwelling Units/acre)
Minimum Lot Width:	65 feet
Minimum Lot Area:	7,800 s.f.
Maximum Building Height:	35 feet
Off-Street Parking:	Two (2) enclosed off-street parking spaces per dwelling unit
Minimum Yard Setback Requirements:	
Front:	25 feet
Side (except corner lot)	5 feet (each side) or 10 feet one side and 0 feet on the other side provided no side yard shall be less than the width of any utility easement located within the Lot and along the side lot line
Rear:	20 feet

Development Standards

Bulk and Area Requirements

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

Minimum livability space per dwelling unit: Minimum square feet on each lot shall not be less than 72% x 4,000 square feet= 2,880 square feet. A minimum of 1,120 square feet of open space shall be provided for each lot in the common open area.

Required common area livability space: 169 lots X 1,120 square feet require 4.35 acres or 189,280 square feet.

Provided common area livability space: 195,147 square feet or 4.48 acres as defined on the "PUD Plat Concept" attached as Exhibit A to this PUD. Detailed calculations may change during the final plat process; however, the required common area livability space will not be changed without amendment to the PUD.

Front Yard abutting a public street:25 feet

Rear yard:20 feet

Rear yard abutting an arterial street:30 feet

Side yard: 5 feet and 5 feet (10 feet total)

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.

Residential lot density calculation:

Maximum residential lots allowed (2,128,433.86 / 8,400 square feet): 253

Residential lots proposed: 169

Signs

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 phase will begin with access from both Glenn Abbey and Kendalwood IV neighborhoods and ultimately access from East 141st Street South.

Drainage and Utilities

Onsite wet and dry detention facilities will be designed and incorporated into the subdivision. These detention facilities will also be used for landscaped open space and stocked fishing pond for the recreation and enjoyment of the residents.

Environmental Analysis and Topography

The property consists of gently rolling range land with elevations ranging from 755 feet to 730 feet. The Soil Survey of Tulsa County, Oklahoma was used to help identify soil types present on the site. Existing soils consist of Cowera-Bares complex (3-5 percent slopes), Dennis silt loam (3-5 percent slopes), Dennis-Pharoah complex (1-3 percent slopes), Dennis-Radley complex (0-12 percent slopes), and Okemah-Parsons-Pharoah complex (0-1 percent slopes)

Amenities

Included in this development will be a professionally landscaped splash pad with playground (Exhibit 'C'), a professionally landscaped masonry entry (similar to Exhibit 'D'), walking trails, stocked fishing pond with fountain, picnic tables, and grass play area.

Covenants

Building standards are set forth in the attached covenants (Exhibit 'F') to establish aesthetically pleasing homes as shown on the attached exhibits 'E'.

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 Glenn Hills, a Subdivision of the City of Glenpool, Tulsa County, Oklahoma, according to the recorded plat thereof (hereinafter referred to as "GLENN HILLS)

and to promote the health, safety and welfare of the residents, owners and tenants of lots within GLENN HILLS, 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 Glenn Hills Homeowners' Association for that cost. Should payment by any member not occur, the City of Glenpool and/or the Glenn Hills Homeowners' Association may place a lien on the delinquent member's personal property within this platted area;

b) exercise such powers pertaining to GLENN HILLS, 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 Glenn Hills will be filed with the final plat and include the maintenance agreement and other specific rights and requirements for the Association members.

Glenn Hills

Glenn Hills

RS-4 Residential Subdivision
PUD PLAT CONCEPT

Subdivision Statistics
SUBDIVISION COMPREHENSIVE MAP NUMBER AND
SUFFIX (NAME) (FILED IN RECORDS) IN RECORD AND
FIVE (5) RESERVE AREAS
GROSS SUBDIVISION AREA: 4.8 ACRES, 341,000 SQ. FT.
FROM BEST AVAILABLE DATA

General Notes

MINIMUM LOT SIZE - 8,000 SQ. FT.
SIDEWALK TRAIL SYSTEM CONNECTIVITY TO
GLENNHILLS COMMUNITY CENTER REQUIRED PER
GLENNHILLS PUD NO. 20

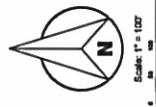
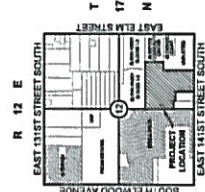
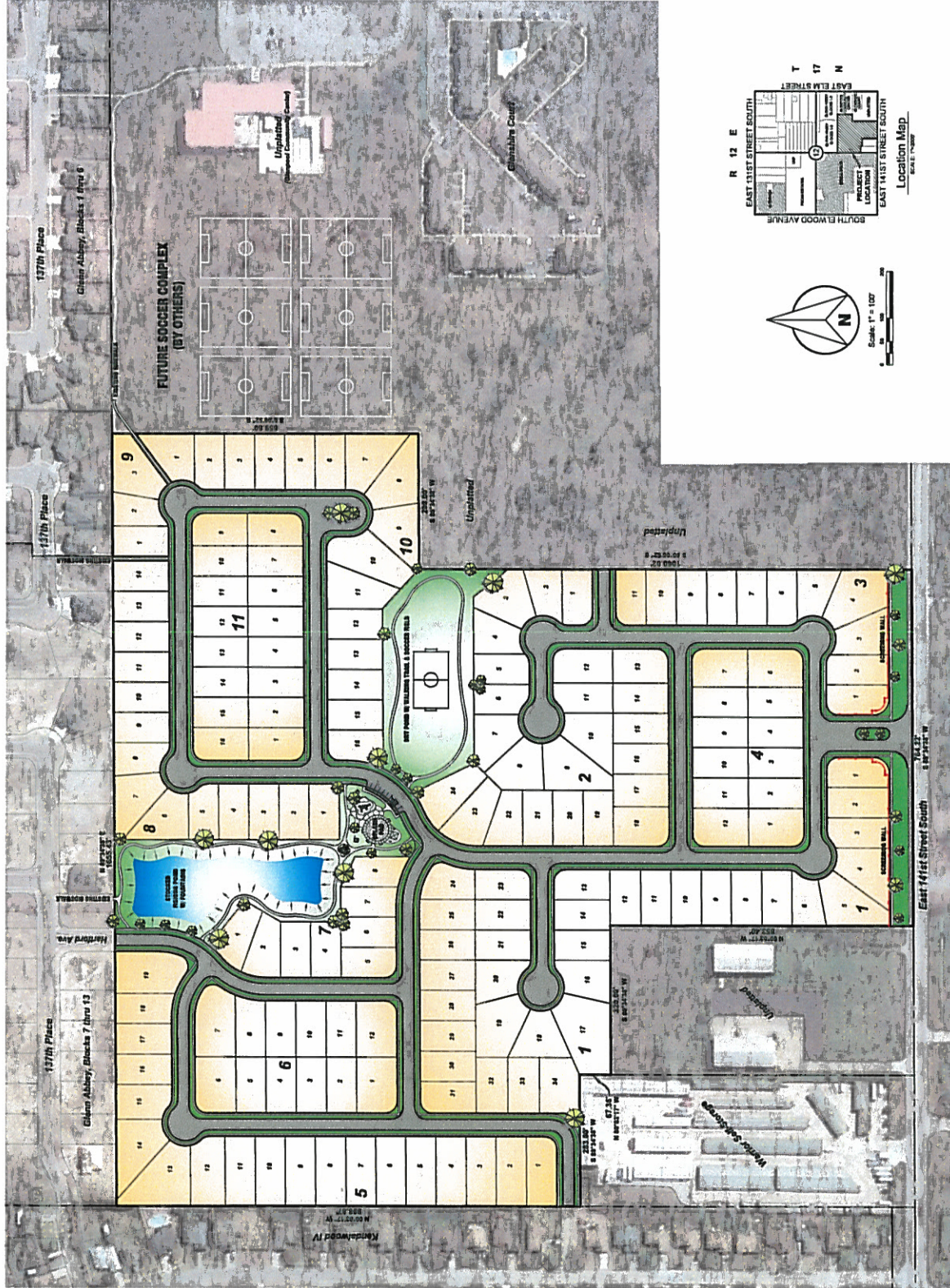


EXHIBIT 'A'

Simmons
HOME COLLECTIONS

Solet
design

1000 1/2 S. GLENNHILLS BLVD.
GLENNHILLS, OKLAHOMA 74353
PHONE: (918) 796-5556

Glenpool, Oklahoma

Glen Hills

RS-4 Residential Subdivision

SKETCH PLAT

Subdivision Statistics

SHOWINGS CONTAIN ONE HUNDRED AND SEVENTY-ONE (171) LOTS, FIVE (5) RESERVE AREAS, AND FIVE (5) UNPLATTED AREAS.

GROSS SUBDIVISION AREA: 48.8 ACRES, 338,880 S.F. (FROM ADEQ AVAILABLE DATA)

General Notes

MINIMUM LOT SIZE: 4671 SQ. FT.
SECTORIAL TRAIL SYSTEM CONNECTIVITY TO GLENPOOL COMMUNITY CENTER REQUIRED PER GLENPOOL CITY CODE, CHAPTER 10, SECTION 10-10.

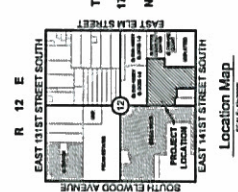
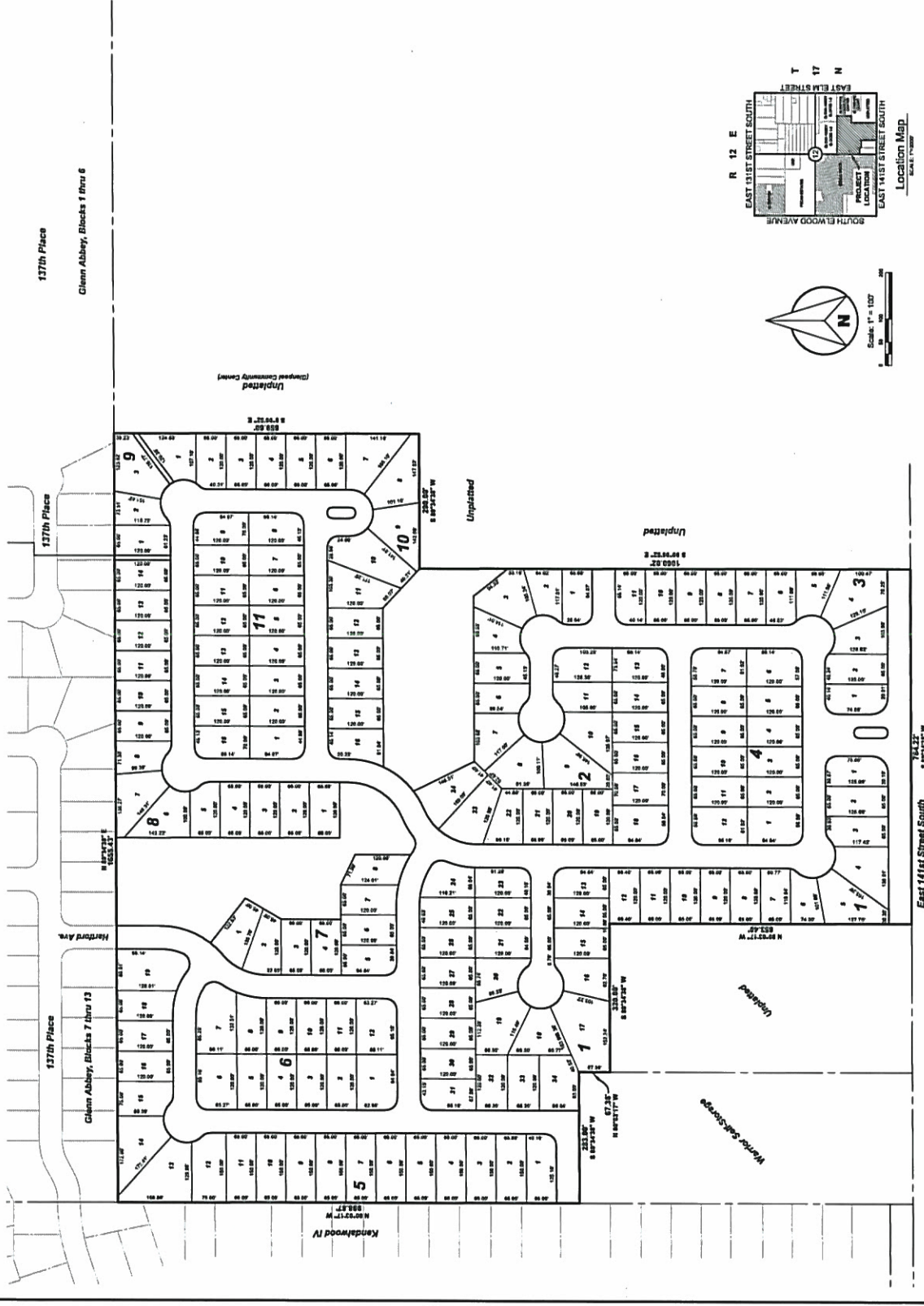
EXHIBIT 'A.1'

Simmons
HOME COLLECTIONS

Select
design

11000 N. Main Street, Suite 100
Glenpool, Oklahoma 74033
Phone: (918) 794-5555

DATE PREPARED: 03/04/04



Glenn Hills

RS-4 Residential Subdivision
PHASING EXHIBIT

PHASE I

Subdivision Statistics

GROSS SUBDIVISION AREA: 30.8 ACRES, M1
(FROM BEST AVAILABLE DATA)

PHASE II

Subdivision Statistics

SUBDIVISION CONTAINS EIGHTY (80) LOTS
GROSS SUBDIVISION AREA: 19.9 ACRES, M2
(FROM BEST AVAILABLE DATA)

EXHIBIT 'A.2'

Simmons

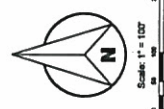
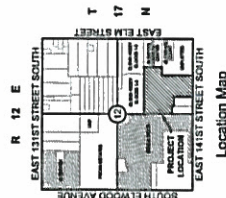
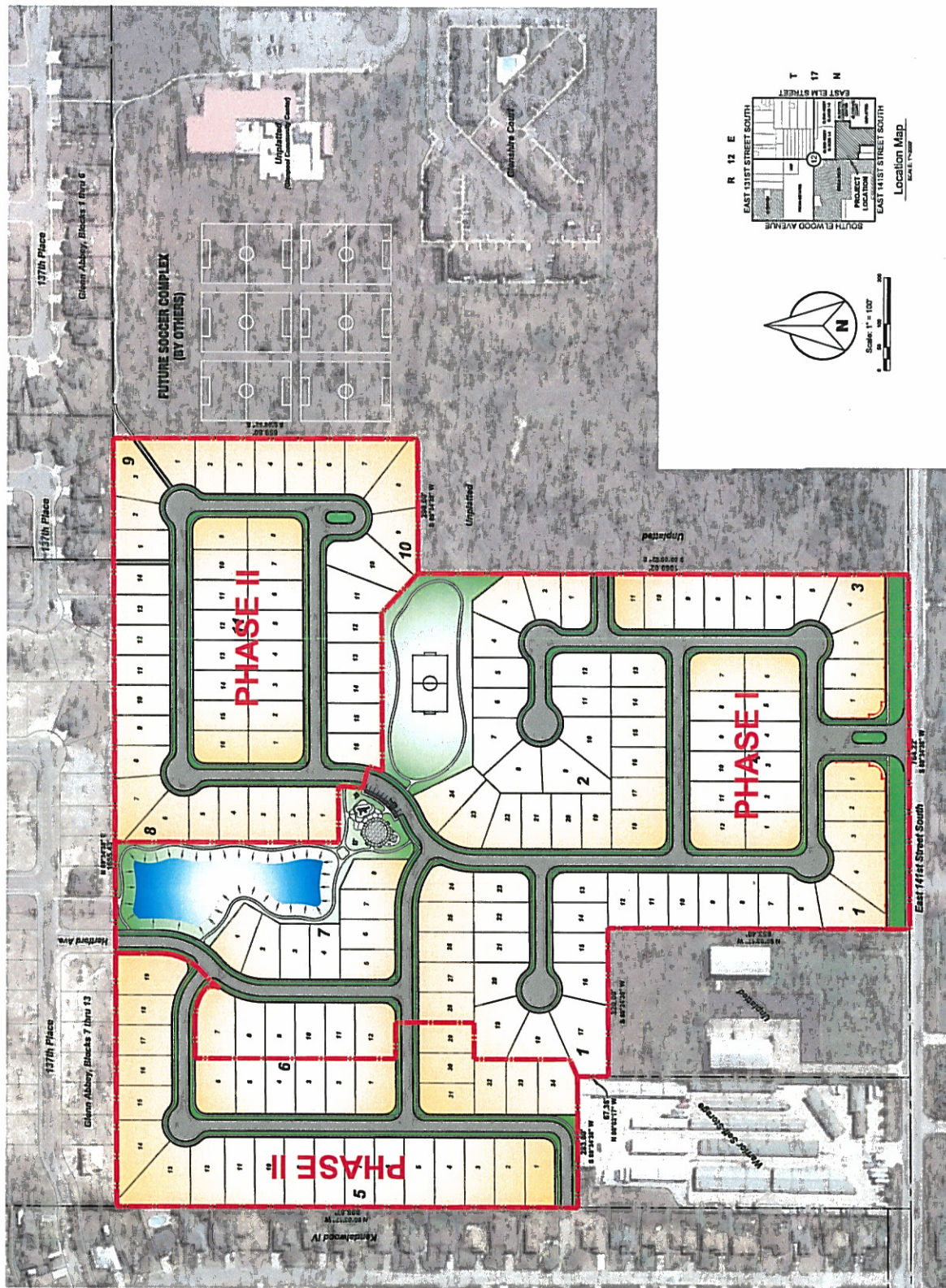
HOME COLLECTIONS



Select *design*
DEVELOPMENT ANALYSIS
PROJECT MANAGEMENT

10630 S Memorial Dr #335
Tulsa, Oklahoma 74133
Phone: (918) 746-8714

DATE ORDERED: ORDER IS NOT



Glenpool, Oklahoma

Glenn Hills

RS-4 Residential Subdivision
AMENITIES DETAIL



Scale: 1" = 50'

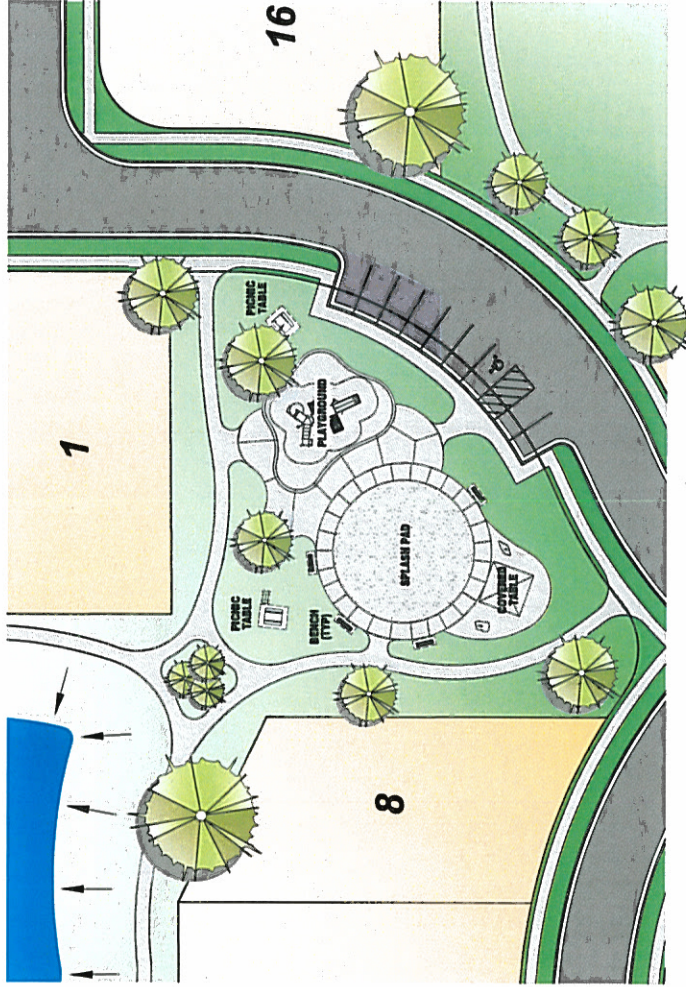
EXHIBIT 'B'

Simmons
HOME COLLECTIONS

Select
design
LANDSCAPE ARCHITECTS
P.O. BOX 10000
TULSA, OKLAHOMA 74110
Phone: (918) 796-5266

DATE PREPARED: October 18, 2018





Glenpool, Oklahoma
Glenn Hills
 RS-4 Residential Subdivision
 SPLASH PAD / PLAYGROUND
 & OUTDOOR AMENITIES CONCEPT

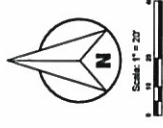


EXHIBIT 'C'

Simmons
 HOME COLLECTIONS

Select
design

SELECT DESIGN ANALYSIS
 1700 N. GARDEN AVENUE, SUITE 101
 TULSA, OKLAHOMA 74103
 PHONE: (918) 708-5206



Glenpool, Oklahoma
Glenn Hills
 RS-4 Residential Subdivision
 ENTRY FEATURE CONCEPT

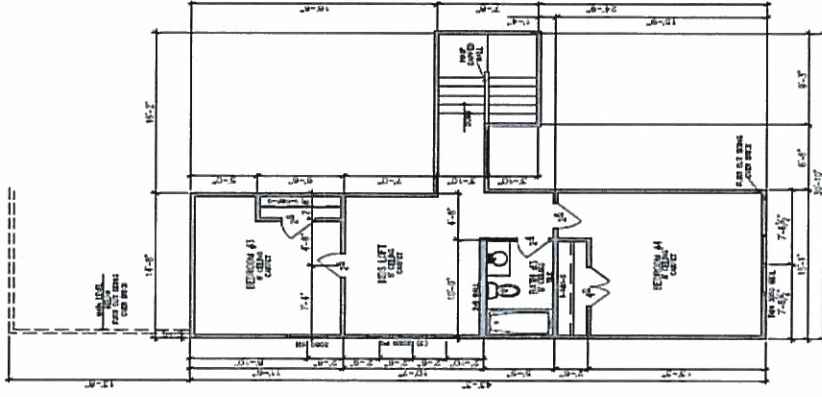
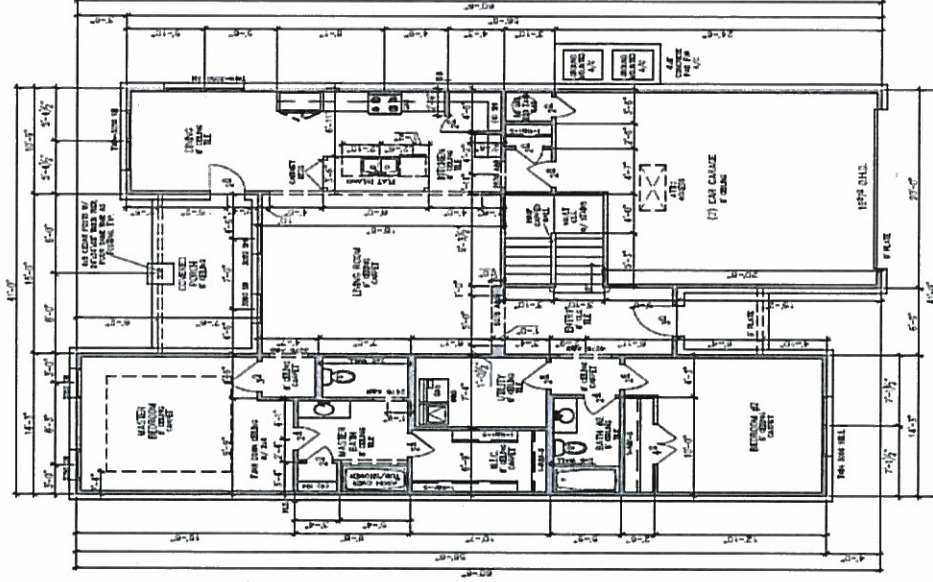


EXHIBIT 'D'

Simmons
 HOME COLLECTIONS

Select
design

11000 E. Main Street, Suite 100
 Tulsa, Oklahoma 74116
 Phone: (918) 796-5256

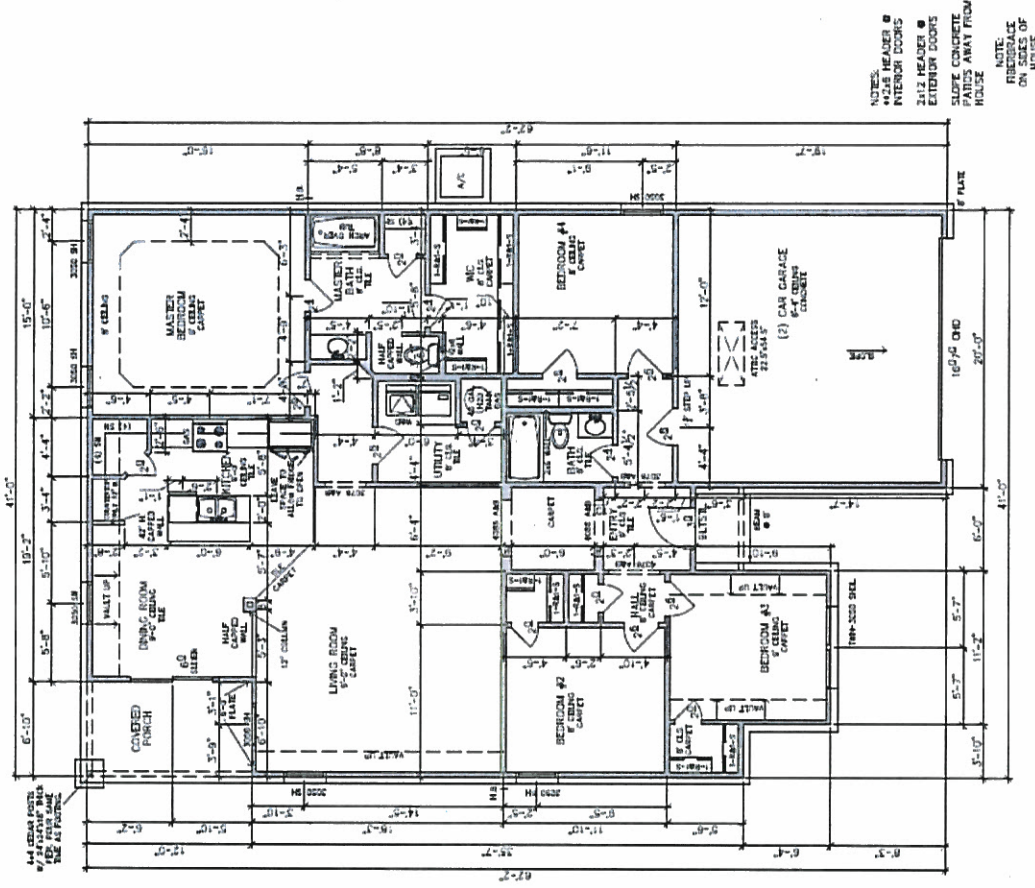


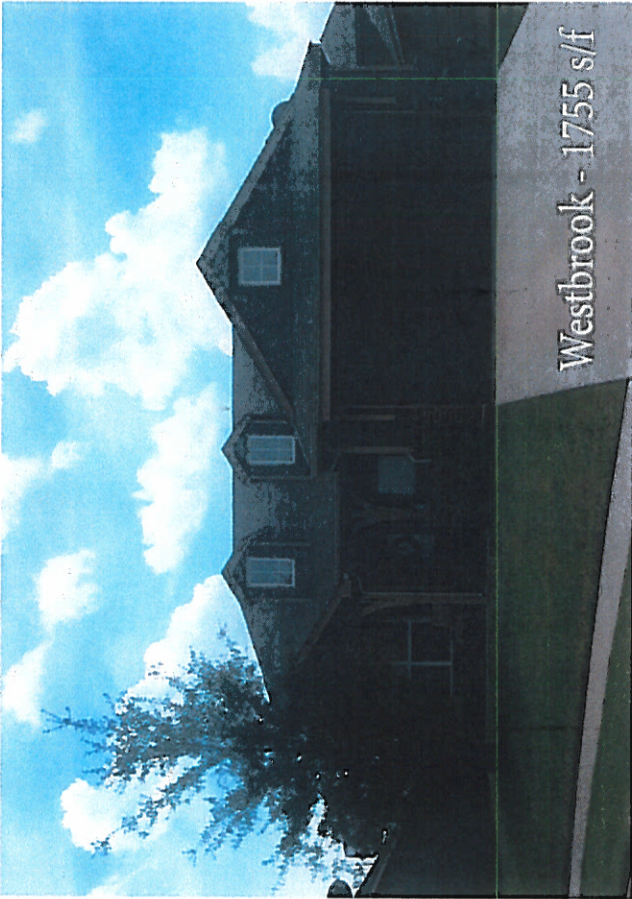
The Maxwell - Four Bedrooms/Three Baths - 2,369 s.f. - Base price \$221,000



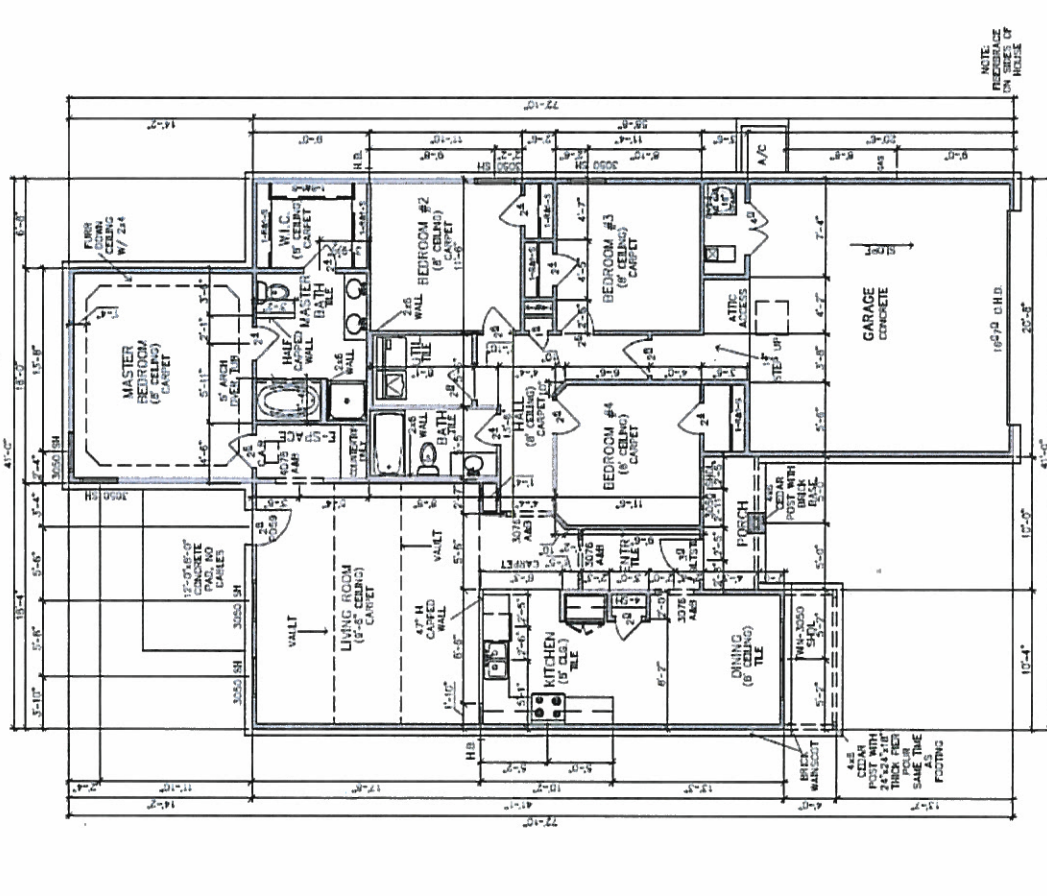
Norrington - 1851 s/f

Norrington Classic Elevation - Four bedrooms/Two baths - 1,851 s.f., Base price \$184,400





Westbrook Traditional Elevation - Four bedrooms/Two baths - 1,755 s.f., Base price \$180,885

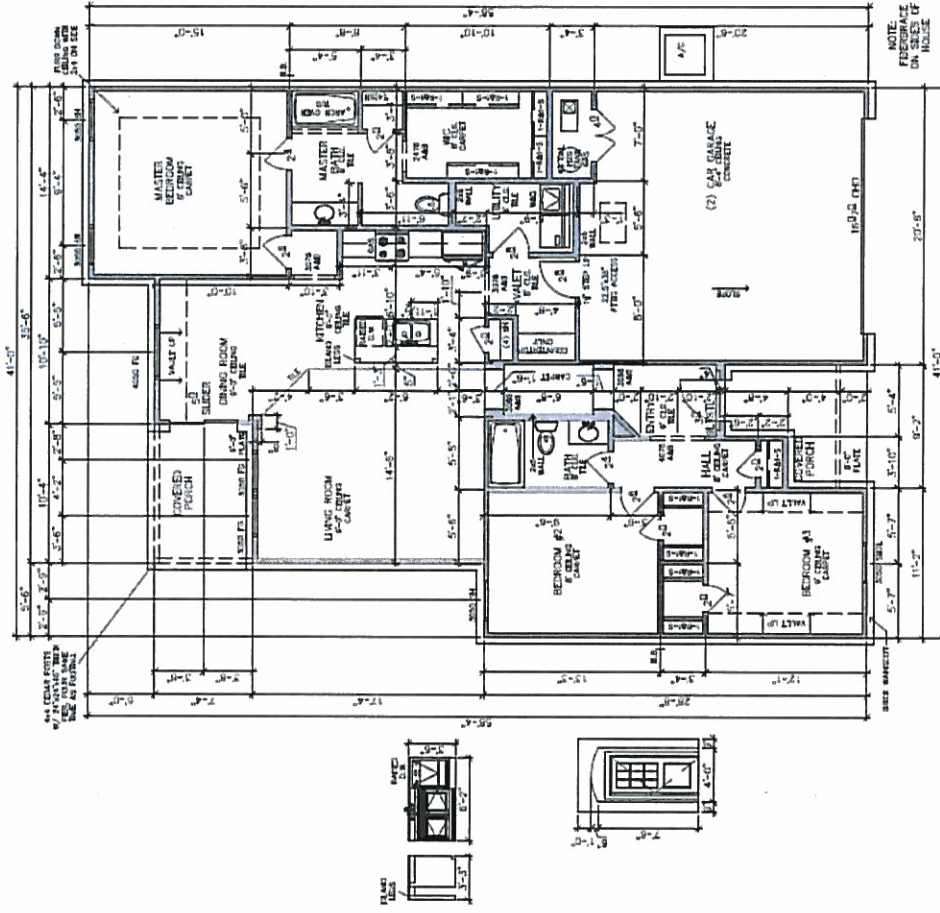




Dalton Traditional Elevation - Three bedrooms/Two baths - 1,539 s.f., Base price \$163,700



Dalton Classic Elevation - Three bedrooms/Two baths - 1,539 s.f., Base price \$163,700





This is a detailed architectural floor plan for a two-story house. The plan includes the following rooms and features:

- Rooms:** MASTER BEDROOM (12'-0" x 12'-0"), BEDROOM (10'-0" x 10'-0"), BEDROOM (10'-0" x 10'-0"), BEDROOM (10'-0" x 10'-0"), BATH, KITCHEN, DINING ROOM, LIVING ROOM, PORCH, ENTRY, and a CAR GARAGE (12'-0" x 12'-0").
- Dimensions:** The overall dimensions of the house are 36'-0" wide by 48'-0" deep. Individual room dimensions are provided throughout the plan.
- Notes:**
 - "NOTE: EMBEDDED STRAPS AT GARAGE FRONT"
 - "NOTE: EMBEDDED STRAPS AT PORCH FRONT"
- Other Details:** The plan shows various structural elements like walls, doors, windows, and stairs. It also includes a section labeled "2) CAR GARAGE" and a "PIT ACCESS" area.



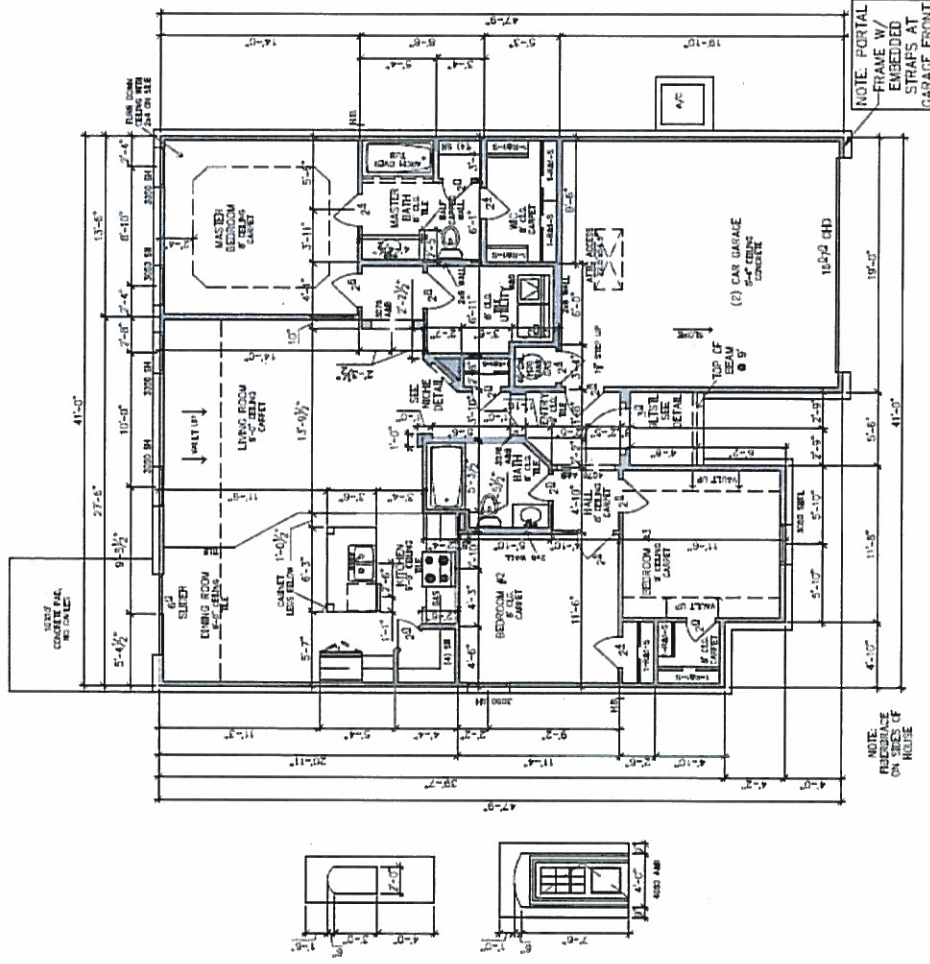
Bentley - 1433 s/f

Bentley Traditional Elevation- Three bedrooms/Two baths - 1,433 s.f., Base price \$161,950

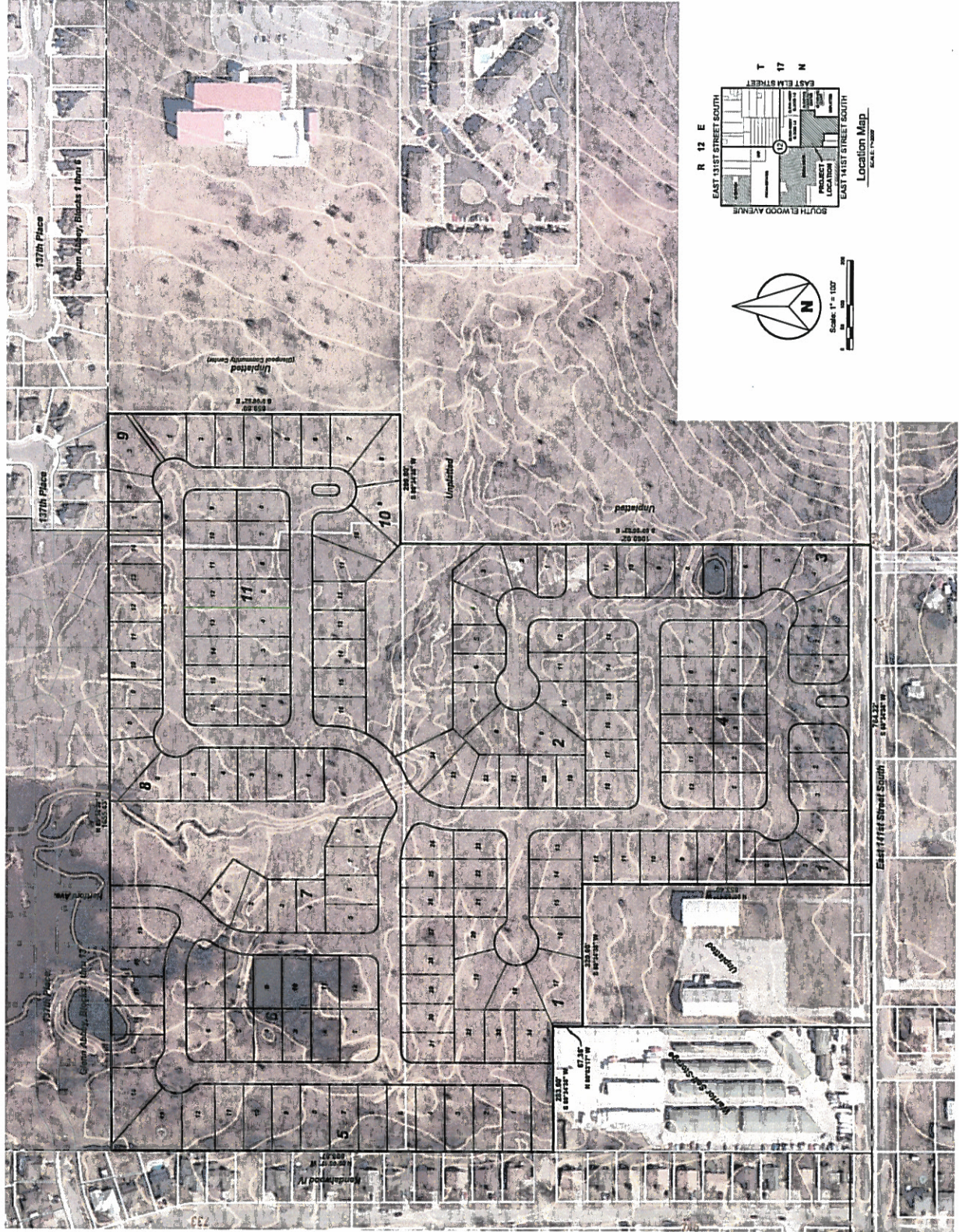


Bentley - 1433 s/f

Bentley Traditional Elevation- Three bedrooms/Two baths - 1,433 s.f., Base price \$161,950

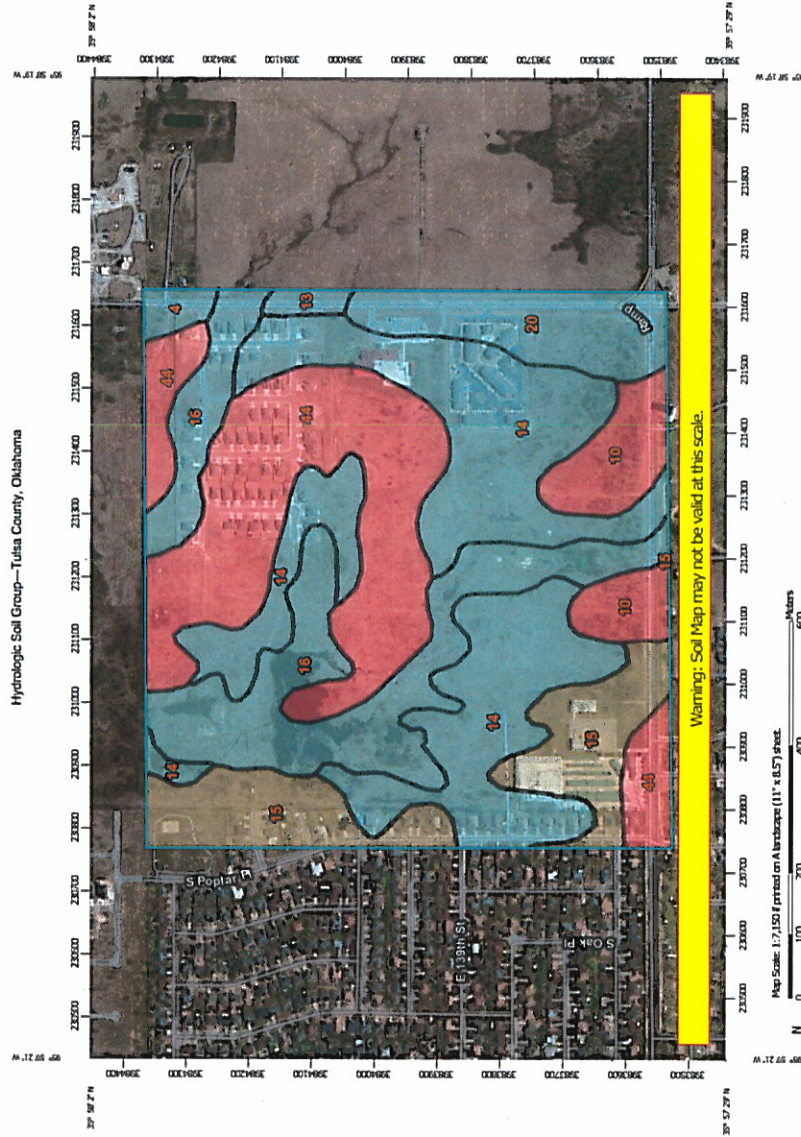


DATE PREPARED: October 4, 2018



Glenpool, Oklahoma
Glenn Hills
 RS-4 Residential Subdivision
 SOIL SURVEY

Hydrologic Soil Group—Tulsa County, Oklahoma



Map Scale: 1/2" = 100' (printed on A landscape 11" x 8.5" sheet)

Map projection: Web Mercator Corner coordinates: WGS84 Edge uses: UTM Zone 18N WGS84

Natural Resources
 Conservation Service

Web Soil Survey
 National Cooperative Soil Survey

10/4/2016
 Page 1 of 4

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AGI	Percent of AGI
4	Balton-Coweta complex, 3 to 5 percent slopes	1.8	1.0%
10	Coweta-Balton complex, 3 to 5 percent slopes	10.8	5.9%
13	Denton-Balton complex, 3 to 5 percent slopes	1.3	0.7%
14	Denton-Balton complex, 3 to 5 percent slopes, eroded	57.8	31.5%
15	Denton-Balton complex, 1 to 3 percent slopes	21.9	11.9%
16	Denton-Balton complex, 0 to 12 percent slopes	33.7	18.3%
20	Erwin-Coweta complex, 3 to 15 percent slopes	12.5	6.8%
44	Cherokee-Parkman-Parkman complex, 0 to 1 percent slopes	43.6	23.8%
Totals for Area of Interest			183.5
			100.0%

EXHIBIT 'G'

Simmons
 HOME COLLECTIONS
Solet
design
 1100 S. Lincoln Ave., Suite 100
 Tulsa, Oklahoma 74103
 Phone: (918) 766-5566

EXHIBIT 'H'

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
GLENN HILLS**

THIS DECLARATION, made this _____ day of October, 2016, by K&S DEVELOPMENTS, INC., an Oklahoma corporation hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Tulsa County, Oklahoma, which is more particularly described as follows, to-wit:

ALL OF GLENN HILLS, AN ADDITION TO THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

hereinafter referred to as "Glenn Hills"; and

WHEREAS, Declarant is presently improving and developing residential lots, together with a "Common Area", as hereinafter defined, within Glenn Hills; and

WHEREAS, Declarant may construct or provide on the "Common Area" a splash park, private park area, drainage facilities with stalked fishing ponds, walking trails and landscaped areas for the use and enjoyment of the owners of the lots and dwelling units within Glenn Hills and any future subdivisions within the Glenn Hills [PUD]; and

WHEREAS, Declarant will convey the lots within Glenn Hills subject to certain covenants, conditions, restrictions, reservations, easements, liens, and charges as hereinafter set forth; and

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, mortgaged, sold and conveyed subject to the following covenants, conditions, restrictions, reservations, easements, liens, and charges, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of Glenn Hills. These covenants, conditions, restrictions, reservations, easements, liens, and charges shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, and shall inure to the benefit of each owner thereof or any part thereof, their heirs, successors and assigns.

**ARTICLE I
DEFINITIONS**

1. "Association" shall mean and refer to Glenn Hills Homeowners Association, Inc., an Oklahoma non-profit corporation, its successors and assigns.

2. "Glenn Hills" shall mean and refer to that certain real property hereinbefore described.
3. "Common Area" shall mean that portion, including easements, of Glenn Hills owned or maintained by the Association for the common use and enjoyment of the Owners, together with all improvements which may at any time hereafter be situated thereon including (without limitation) detention ponds, drainage facilities/dams and related improvements, which Common Area is specifically described as follows:

Reserve Areas as shown on the plat of Glenn Hills, Plat No.

as well as the park area, playground equipment, splash park and clubhouse/community building located within Glenn Hills [PUD] for the common use and benefit of all lot owners within any subdivision phase of the Glenn Hills development.

4. "Lot" shall mean and refer to a platted lot, block or parcel of land shown upon the recorded plat of Glenn Hills with the exception of the Common Area.
5. "Member" shall mean and refer to every person or entity who holds membership in the Association.
6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot situated within Glenn Hills, including contract sellers, but excluding others having such interest merely as security for the performance of an obligation.
7. "Declarant" shall mean and refer to K&S Developments, Inc., an Oklahoma corporation, its successors and assigns.
8. "Secretary" shall mean and refer to the Secretary of the Association.
9. "Board of Directors" shall mean and refer to the Board of Directors of the Association.
10. "Articles" shall mean and refer to the Articles of Incorporation (including any amendments or changes thereto) pursuant to which the Association, as hereinabove defined, is or has been formed.
11. "Bylaws" shall mean and refer to the existing Bylaws of the Association, including any amendments or changes thereto.

ARTICLE II

POWERS OF ASSOCIATION AND MEMBERSHIP

1. **POWERS OF THE ASSOCIATION:** The Association, in addition to all other rights, powers and duties provided herein and as contained in its Articles of Incorporation, shall have all powers, rights and privileges which a not-for-profit corporation organized under the Laws of the State of Oklahoma by law may now or hereafter have to carry out its corporate purposes.

2. **MEMBERSHIP:** Any Owner of a Lot in Glenn Hills, an Addition to the City of Glenpool, Tulsa County, State of Oklahoma, shall automatically become a Member of the Association. The membership of the Association shall be limited to the record Owner, whether one or more persons or entities, of a fee simple title to a Lot situated within Glenn Hills and in any additional property as may be annexed to or merged into the jurisdiction of the Association or allowed to join according to procedures set forth in the Articles or Bylaws, including (without limitation) property owners in future or other phases of the Glenn Hills [PUD], each to be a separate Addition to the City of Glenpool, Tulsa County, State of Oklahoma, according to their respective recorded plats thereof. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation, other than contract sellers. Membership shall be appurtenant to and may not be separated from ownership of any Lot situated within Glenn Hills. Ownership of a Lot shall be the sole qualification for membership with respect to those property owners in Glenn Hills.

ARTICLE III **VOTING RIGHTS**

1. **VOTING CLASSES.** The Association shall have two classes of voting membership:

Class A: Class A Members shall be all those persons or entities entitled to membership as defined in Article II with the exception of Declarant. After the Turnover Date described below, Class A Members who own a Lot shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article II; provided, however, when two or more persons or entities hold such interest or interests in any Lot, although all of such persons or entities shall be Members of the Association, the vote for such Lot shall be exercised as they, among themselves, may determine, but in no event shall more than one (1) vote per Lot be cast with respect to any one Lot.

Class B: The Class B Members shall be the Declarant and its assignee builder of the residential structure thereon who does not occupy such structure as his principal residence. The Class B Members shall be entitled to five hundred (500) votes each; provided, that the Class B membership of a particular Class B Member shall cease and be converted to Class A membership on the earlier to occur of:

- (a) the date all Lots in each subdivision of Glenn Hills [PUD] (as opposed to just those Lots in the Subdivision) so platted have been sold by such Class B Member; or
- (b) December 31, 2038; or
- (c) such date as Declarant (in its sole discretion) executes and records with the County Clerk of Tulsa County, Oklahoma, a notice that Declarant has elected to convert the Class B membership to Class A membership.

2. **DECLARANT CONTROL OF ASSOCIATION.** The Declarant, or its designee, shall be in sole and complete legal control of the Association from the inception thereof until such time as the Declarant relinquishes control thereof as set forth herein. The date on which Declarant's rights under this Section 2 shall terminate shall be referred to as the "Turnover Date". The first and all subsequent Boards prior to the Turnover Date shall consist of those persons designated by Declarant. Declarant's rights under this section to designate the members of the Board shall terminate on the first to occur of (a) such time as Declarant no longer holds or controls title to any part of the Property or other lands that have come under the control of the Association as provided for herein, (b) the giving of written notice by Declarant, to the Association's Board, of the Declarant's election to terminate such rights, or (c) ten (10) years from the date of recording hereof. From and after the Turnover Date, the Board shall be constituted and elected as provided in the Association Bylaws. Prior to the Turnover date all of the voting rights of the Owners shall be vested exclusively in Declarant. The Owners, prior to the Turnover Date, shall have no voting rights. Despite having no voting rights at that point in time, such Owners' Lots shall nevertheless be subject to assessment. The Declarant, upon request, shall supply such Owners with an annual accounting of the manner in which collected assessments have been spent.

ARTICLE IV **PROPERTY RIGHTS**

1. **MEMBERS' EASEMENTS OF ENJOYMENT:** Every Member shall have the nonexclusive right and pedestrian access easement to use and enjoy the Common Area and all improvements constructed thereon. Such right and easement shall be appurtenant to and shall pass with the title to every Lot within Glenn Hills, subject, however, to the following provisions:
- (a) The right of the Association to limit the number of guests of Members as well as the volume of noise and any other nuisance which interferes with the peaceful enjoyment of Glenn Hills;
 - (b) Subject to the provisions of Article V hereof, the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and improvements constructed thereon and in aid thereof to mortgage said property, but only upon the prior written consent of the Declarant. In the event such property is so mortgaged, the rights of the Members of the Association hereunder to use and enjoy such Common Area shall be subject and subordinate to the rights of the mortgagee therein.
 - (c) Upon the conversion of all Class B Membership into Class A Membership, the right of the Association to dedicate or transfer all or any part of the Common Area to any governmental body, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. Such dedication and transfer shall be effective only upon the recording of an instrument signed by Members entitled to cast one-half (1/2)

of the votes of the Class A membership in which such Members evidence their agreement to such dedication and transfer, or upon the affirmative, majority vote of the Board of Directors but only after said Board receives written consent from the Declarant;

- (d) The right of the Association to suspend the voting rights and suspend or terminate the right to use and easement of the Common Area of a Member:
 - (i) with respect to voting rights, for any period during which any assessment against his Lot remains unpaid; provided, however, the Association shall give written notice to the deficient Member, or
 - (ii) with respect to use and easement of the Common Area, for any period during which any assessment against his or her Lot remains unpaid or for any infraction of the published rules and regulations of the Association relating to such use.
 - (e) The right of the Association to prescribe rules and regulations for the use, enjoyment and maintenance of the Common Area.
2. **DELEGATION OF USE OF COMMON AREA:** Any Member may delegate, in accordance with the Bylaws of the Association, his right to use, but not ownership of his easement right to, the Common Area and facilities and improvements situated thereon, to his or her family members and guests, and to tenants who reside in Glenn Hills.
3. **TITLE TO THE COMMON AREA:** The Declarant herein reserves the right and easement to enter upon the Common Area and construct, repair and maintain improvements therein. Maintenance of the Common Area shall be borne by the Association; provided, however, in the event the Association fails or refuses to maintain the Common Area, the Declarant shall have the right, but not the obligation, to maintain the Common Area in a reasonable manner and the Association shall reimburse the Declarant for such expenses upon demand. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association, subject only to any easements and restrictions of record, either prior to or upon the conversion, in the Declarant's sole discretion, of its Class B membership to Class A membership pursuant to the provisions of Article III. Conveyance of the Common Area to the Association shall not be refused by the Association.
4. **DAMAGE TO COMMON AREA:** If, due to the act or omission of any Owner, his family, tenants, contract purchasers, guests, licensees or other invitees, the Common Area is damaged (normal wear and tear excepted) and maintenance, repair or replacement shall be required thereby, then such Owner shall pay for the full cost of such maintenance, repair and replacement as shall be determined by the Association.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

1. **CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS:** Except for annual assessments described in paragraph 3 below, no special assessments shall be assessed against or attach to any Lot owned by Declarant or any builder of the residential structure thereon who does not occupy such structure as his principal residence within Glenn Hills [PUD]. The Declarant and each builder of the residential structure on any Lot within Glenn Hills [PUD] who does not occupy such structure as its principal residence shall pay the annual assessment described in Paragraph 3 below. All other Owners of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association their share of:
 - (a) annual assessments or charges provided for herein, and
 - (b) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided.

If permitted to become delinquent, an annual or special assessment, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a lien upon the Lot against which each such assessment is made whether a lien is actually filed of record or not. Each such assessment, together with such interest, costs and reasonable attorneys' fees incurred in collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due.

2. **PURPOSE OF ASSESSMENTS:** The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, and welfare of the residents within Glenn Hills [PUD] and promoting the habitability of residential structures and enhancing property values in any subdivision within Glenn Hills [PUD] including, but not limited to the improvement and maintenance of the Common Area and improvements thereon, including (without limitation) ad valorem taxes, drainageways and easements, driveways, parking areas, fences and walls, and landscaped areas.
2. **ANNUAL ASSESSMENTS:** The annual assessment on any Lot owned by any Owner of a Lot in Glenn Hills (including the Declarant and any builder of the residential structure thereon who does not occupy such structures as its principal residence), commencement of which is provided for in Article V, Section 5, for the first year shall in an amount determined by the Board of Directors to be necessary to adequately maintain and support all Common Areas and shall be due and payable as the Board of Directors shall direct in the annual notice of assessment. The annual assessment on Lots owned by Owners (other than the Declarant and any builder of the residential structure which will not be used by such builder as his primary residence) may be increased by the affirmative vote of the Board of Directors of the Association upon thirty (30) days written notice to such Owners prior to the effective date of such increase. Provided, that any increase in the annual assessment assessed against Lots within Glenn Hills greater than 15% from the previous years' annual assessment amount

shall require the affirmative vote of a majority of those Owners of Lots in Glenn Hills who are in attendance (either in person or by proxy) at a special meeting of the Members, duly called and noticed.

Annual and special assessments shall be established at a uniform rate applying such factors as the Board of Directors shall determine appropriate, such as the operating costs of the Association, maintenance of the Common Areas, cost of living increases, enhancement of property values and other equitable factors. Annual assessments paid by the Owners of Lots in Glenn Hills shall be used exclusively for the maintenance and repair of the Common Areas, and for such operating costs of the Association which are related to the operation of the Common Areas and the general operations of the Association.

4. **SPECIAL ASSESSMENT:** In addition to the assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the costs of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Area or entryways, including the necessary fixtures and personal property related thereto and payment for any expenses deemed necessary and appropriate by the Board of Directors; provided that special assessments against Lots in Glenn Hills [PUD] shall require the affirmative vote of the Class B Members and one-half (1/2) of the Owners of such Lots who are Class A Members of the Association who are in attendance (in person or by proxy) at a special meeting of the Members of the Association, duly called and noticed; provided, however, the Declarant and any builder of the residential structure thereon who does not occupy such structures as its principal residence who own Lots within Glenn Hills [PUD] shall not be subject to any Special Assessment.
5. **DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES:** The annual assessment provided for herein shall commence on date of conveyance of title to that Lot to the Owner of such Lot. Thereafter, the form and means of written notice of the annual assessment shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether annual and/or special assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of those certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.
6. **EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION:** Any assessments which are not paid on or before the due date, as prescribed by the Board of Directors of the Association in writing, shall be delinquent and shall constitute a lien on the Lot against which said assessment is made. If the assessment is not paid on or before the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum. The Association may take action against the Owner delinquent in the payment of assessments owed to the Association. Such action may include, but is not limited to, demand letters; collection letters from an attorney; actions to enforce a lien filed against the Owner's property; and other actions designated to obtain payment for financial obligation owed by an Owner. In taking these actions, whether one or more, the Association shall be entitled to collect the costs it has incurred in pursuing efforts to obtain payment from a delinquent Owner including, but not

limited to, reasonable attorney's fees, whether related to the sending of collection letters, filing of collection lawsuit, or otherwise, court costs, interest and such other expenses as the Association reasonably incurs in pursuing its efforts to collect delinquent assessments from an Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Notwithstanding any provision herein to the contrary, this paragraph 6 shall not apply to the Declarant.

7. **SUBORDINATION OF THE LIEN TO MORTGAGES.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon any Lot subject to assessment; provided, however, that such subordination shall apply only to the assessments or installments thereof which have become due and payable prior to the sale of such Lot pursuant to a foreclosure of such mortgage or transfer or conveyance in lieu of such foreclosure. Such sale pursuant to such foreclosure or such transfer or conveyance in lieu of such foreclosure shall not relieve such Lot from liability for any assessments or installments thereof thereafter becoming due or from the lien of any such subsequent assessments or installments.
8. **EXEMPT PROPERTY:** The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties or interests therein dedicated to and acceptable by a local governmental body or public authority or conveyed to a public utility; provided, however, in the event of the dedication of an easement to a local governmental body, public authority, or public utility, the underlying servient estate shall not be exempt from assessment; and (b) the Common Area.

ARTICLE VI **USES OF LAND**

1. **LOT USE :** All residential Lots of Glenn Hills shall be used for single-family residential purposes subject to the terms, conditions, and provisions of [PUD], which are the uses permitted by right or special exception in RS-4 Zoning Districts. No residential Lot shall be used for any business, commercial or manufacturing purpose, and no business or building of any kind whatsoever shall be erected or maintained thereon, except single-family residences. Provided, an Owner may utilize a "home office" for business purposes as long as business visitors, guests, and customers do not visit the Owner's Lot, and commercial vehicles do not regularly deliver supplies or materials and such business activities are conducted in a manner which does not interfere with the peaceful use and enjoyment of surrounding Owners. Provided, however, the Declarant may permit a model home or similar sales office to be implemented and maintained (including a temporary parking lot) by a builder for a fixed time period, at the Declarant's sole discretion. No Lot may be subdivided to accommodate two or more separate owners or dwellings. No structure shall be placed, altered, erected or permitted to remain on any Lot, which exceeds two (2) stories in height. No dwelling not meeting a specific building code identified by the Declarant may be moved onto a Lot. No structure of a temporary character may be used as a residence. No mobile home shall be moved into or be present in Glenn Hills, except that the Declarant or its designee(s) may use a mobile home as a temporary sales office.

2. **RESERVE AREA:** "Reserve Area", as reflected on the recorded plat of Glenn Hills, shall be used as Common Area only. The Common Area has been granted by Declarant as a perpetual easement for the purposes of pedestrian access, open area, roadways, park area and related amenities, and for permitting the flow, conveyance, and discharge of storm water runoff from the Lots within Glenn Hills and subdivisions within Glenn Hills [PUD]. Drainage facilities constructed in said Common Area shall be in accordance with standards prescribed by the City of Glenpool and plans and specifications approved by the City Engineer of the City of Glenpool. Said drainageway area and facilities shall be maintained by the Association in accordance with standards prescribed by the City of Glenpool. In the event the Association should fail to adequately and properly maintain said drainageway area and facilities, the City of Glenpool may enter upon said area, perform said maintenance, and the cost of performing said maintenance shall be assessed in the same manner as special assessments against all Members of the Association. All lot owners within each phase of Glenn Hills [PUD] shall have access to the park area, playground equipment, swimming pool and clubhouse within any common area of each phase of the Glenn Hills [PUD]. Access by any lot owner within any phase of the Glenn Hills [PUD] to a particular common area of the Glenn Hills [PUD] shall be subject not only to membership in the Association, but also to payment of the assessments (including special assessments) described in Article V hereof.
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.

11. **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.

ARTICLE VII

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). **Patio 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 of 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. **SET-BACK LINES AND LOT DIMENSIONS**: No buildings, outbuildings, structures, or parts thereof shall be constructed or maintained on lots nearer to the property lines than the set-back lines provided herein or shown on the accompanying plat. Unless otherwise provided by easement or set-back lines shown on the accompanying plat, the minimum building set-back lines for dwellings or other outbuilding structures shall be:

Front Yard:	25 feet
Corner Lot Side Yards:	15 feet
Side Yards (except corner lot):	5 feet (each side) or 10 feet one side and 0 feet on the other side provided no side yard shall be less than the width of any utility easement located within the Lot and along the side lot line

Back yard:

20 feet

The frontage and minimum depth of a Lot shall be as shown on the recorded Plat for Glenn Hills. No building, whether principal or accessory, shall encroach upon any easement. Except as above modified or otherwise set forth in [PUD], a Lot shall comply with the bulk and area requirements of the RS-4 Residential Single Family District as set forth within the Glenpool Zoning Ordinance.

4. **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 therefor 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.

5. **OUTBUILDINGS**: No portable storage or other out buildings are allowed.
6. **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.
7. **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.

ARTICLE VIII

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 beneath 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 avail 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 unobstructed 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.

ARTICLE IX

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.

ARTICLE X

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.

ARTICLE XI

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 with 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 may 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.

ARTICLE XII **MISCELLANEOUS**

1. **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.
2. **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.

3. **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.
4. **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.
5. **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 subsurface 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.
6. **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.
7. **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.

8. **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.
9. **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:
- (a). **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, the undersigned, being the Declarant herein has hereunto set its hand and seal this _____ day of October, 2016.

K&S DEVELOPMENTS, INC.
an Oklahoma corporation

By: _____
Pete Kourtis, President

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

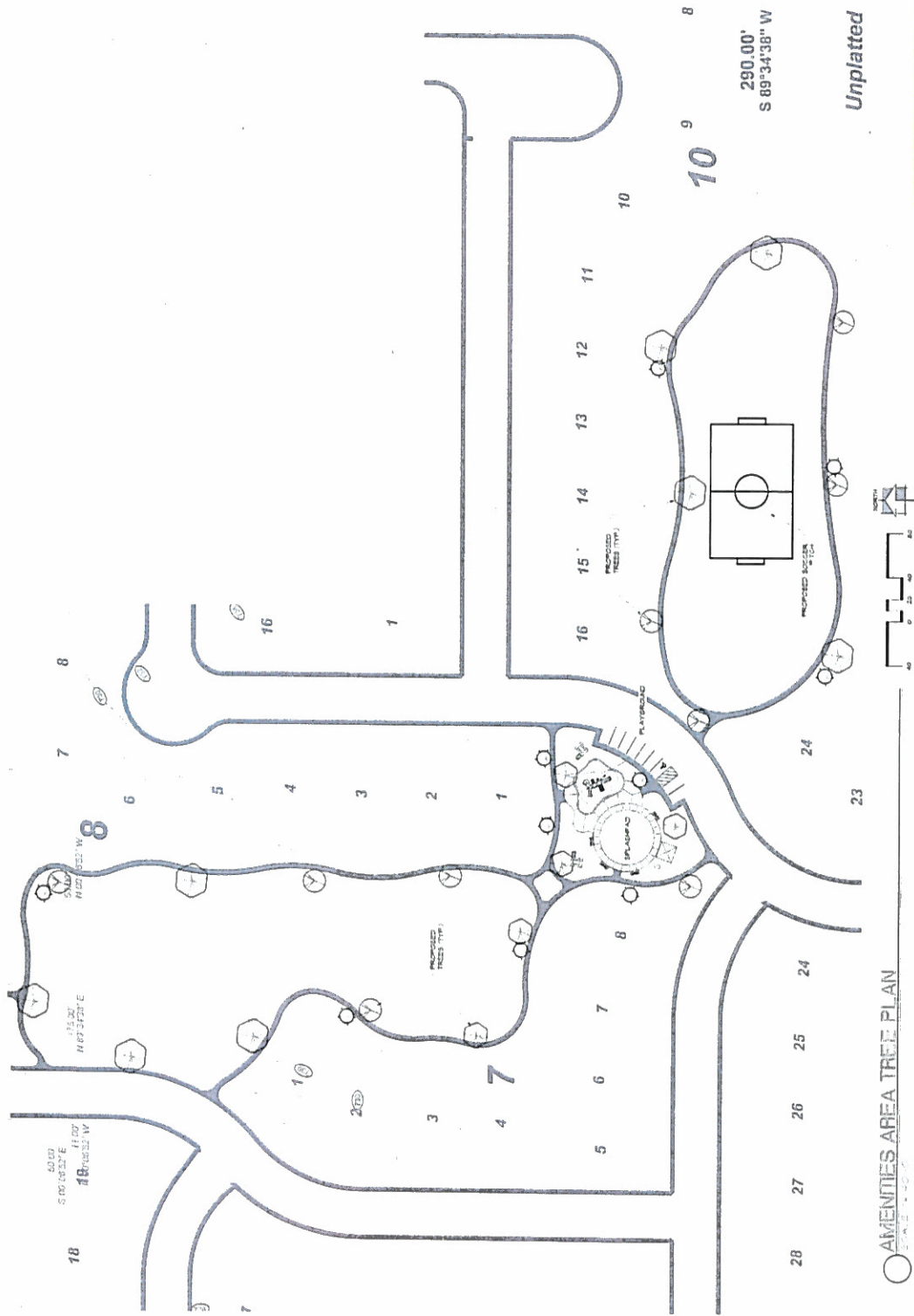
Before me, the undersigned, Notary Public, in and for said County and State, on this _____ day of October, 2016, personally appeared Pete Kourtis, to me known to be the identical person who executed the foregoing Declaration of Covenants, Conditions and Restrictions as President of K&S Developments, Inc., an Oklahoma corporation, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year above written.

Notary Public

My Commission Expires:

Commission No.: _____



○ AMENITIES AREA TREE PLAN
SCALE 1"=40'



Unplatted

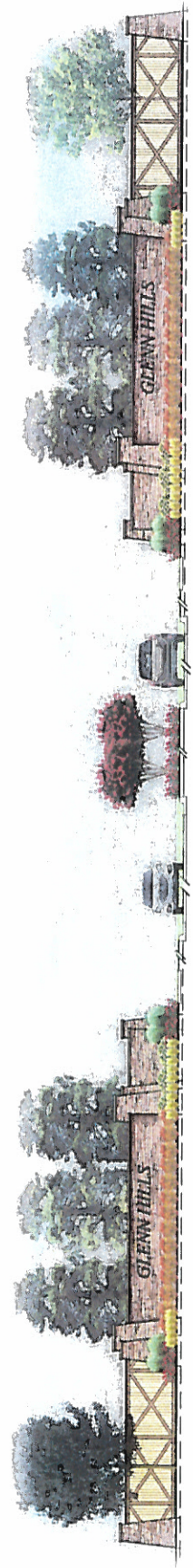
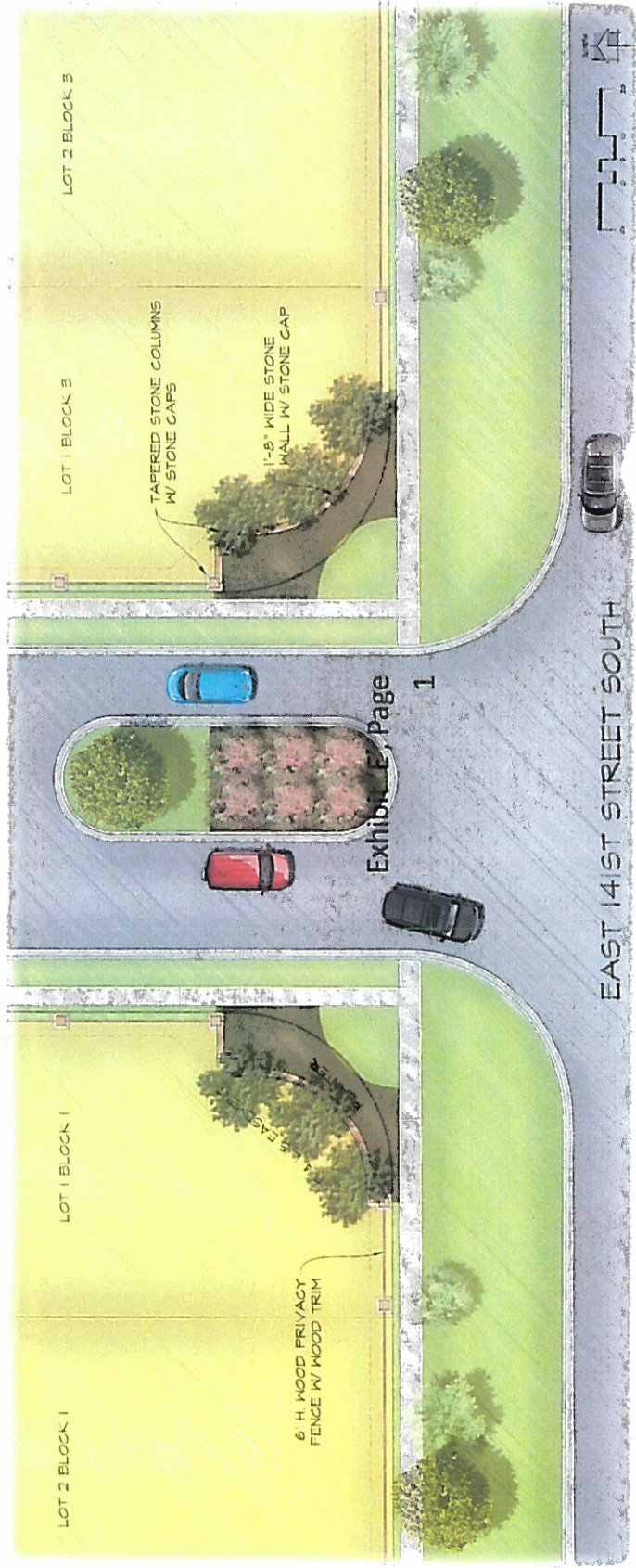
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S 89°34'38" W

OCTOBER 19, 2016

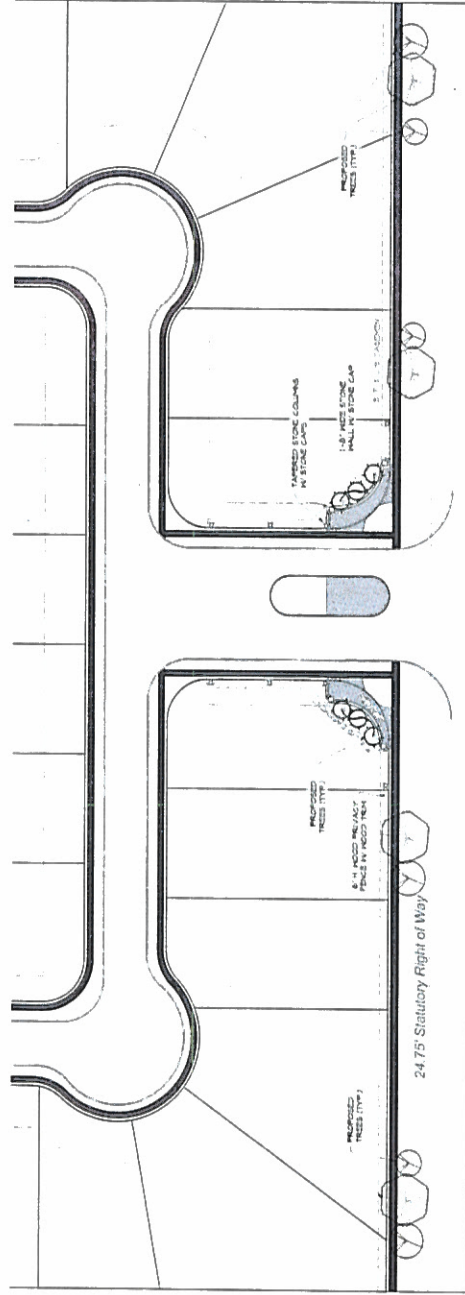
GLENPOOL, OKLAHOMA

GLENN HILLS - AMENITIES LANDSCAPING

PDG
PARK DESIGN GROUP

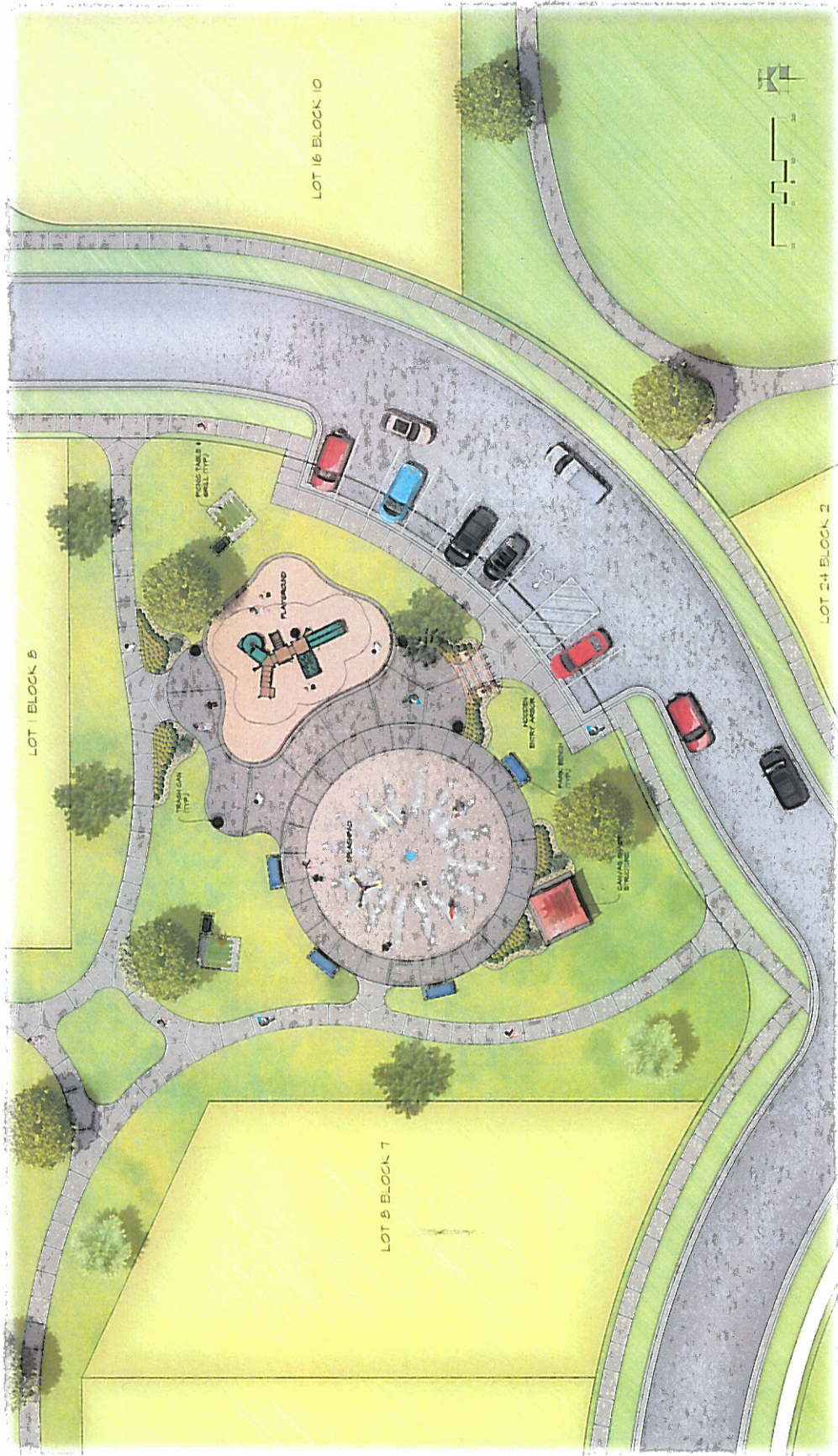


CITY OF GLENPOOL LANDSCAPE REQUIREMENTS
 ALL NEW PLANTINGS SHALL BE OF THE FOLLOWING SPECIFICATIONS:
 1. ALL PLANTINGS SHALL BE OF THE FOLLOWING SPECIFICATIONS:
 2. ALL PLANTINGS SHALL BE OF THE FOLLOWING SPECIFICATIONS:
 3. ALL PLANTINGS SHALL BE OF THE FOLLOWING SPECIFICATIONS:



EAST 141ST STREET SOUTH

STREET FRONTAGE LAYOUT & TREE PLAN



OCTOBER 19, 2016
 GLENPOOL, OKLAHOMA

GLENIN HILLS - AMENITIES AREA

PDG
 PLANNING DESIGN GROUP