

**MINUTES
SPECIAL MEETING
Monday, July 23, 2018 Council Chambers 6:00 PM**

COUNCIL PRESENT: Tim Fox
Momodou Ceesay
Trish Agee
Brandon Kearns
Jacqueline Triplett-Lund

COUNCIL ABSENT:

STAFF PRESENT: David Tillotson
Susan White
Lowell Peterson
Wendy Knight
John Gonsalves
Lynn Burrow
Dennis Waller

STAFF ABSENT:

Page

- A) Call to Order - Timothy Lee Fox, Mayor**
Mayor Fox called the meeting to order at 6:01 p.m.
- B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Timothy Lee Fox, Mayor**
Wendy Knight called the roll, Mayor Fox declared a quorum present.
- C) Scheduled Business**
- 1) Discussion and possible action to enter into Executive Session for the purpose of confidential communications among the City Council, its attorney, Judge Dan Boudreau of Dispute Resolution Consultants for purposes of mediation, representatives of Summit Properties, Inc., and its attorney, concerning a pending investigation, claim, or action because the City Council, with the advice of its attorney, has determined that disclosure will seriously impair the ability of the City to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest, pursuant to Title 25, Sec. 307(B)(4); to wit, consideration of a settlement proposal and related pleadings in the matter of *Summit Properties, Inc., vs. City of Glenpool*, Case No. CJ-2016-2222, pending

in the Tulsa County District Court.
(Timothy Lee Fox, Mayor; Lowell Peterson, City Attorney)

Mr. Peterson recommended discussion concerning the item listed should be held in Executive Session. Mr. Peterson invited Judge Dan Boudreau and Attorney Heath Hardcastle into Executive Session.

Moved by Brandon Kearns, seconded by Trish Agee

To enter into Executive Session at 6:05 p.m.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			
Trish Agee	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

- 2) Discussion and possible action to reconvene in Regular Session.
(Timothy Fox, Mayor)

Moved by Jacqueline Triplett-Lund, seconded by Trish Agee

To reconvene in Regular Session at 7:15 p.m.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			
Trish Agee	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

- 3) Discussion and possible action to approve an initial draft of the terms of a settlement agreement with Summit Properties, Inc., contingent upon approval of Preliminary and Final Planned Unit Development Plans for PUD-39, City of Glenpool, and further contingent upon the parties filing

an Agreed Journal Entry of Judgment in Case No. CJ-2016-2222, pending in Tulsa County District Court within five business days following approval of the Final PUD Plan scheduled for consideration at a Special Meeting of the Planning Commission on July 24, 2018, and by the City Council at its Regular Meeting on August 6, 2018.
(Lowell Peterson, City Attorney)

Mr. Peterson recommended approval of the initial draft of the terms of a settlement agreement with Summit Properties, Inc.

- Mayor Fox read aloud an email from Father Sam Gordin, Priest of the Anglican Church of the Resurrection of Glenpool; which was in favor of the Scissortail Development.
- Floyd Kirk, Glenpool resident; did not wish to speak but wrote in opposition of the development.
- Steve Evans, Glenpool resident; spoke in opposition of the development.
- Jan Woodcock, Glenpool resident; spoke in opposition of the development.
- Alan Woodcock, Glenpool resident; spoke in opposition of the development.
- Attorney Heath Hardcastle; spoke in favor of the development.
- Kendall Moseley, Glenpool resident; did not wish to speak, but wrote in opposition of the development.
- James Hahn, Glenpool resident; did not wish to speak, but wrote in opposition of the development.

Moved by Momodou Ceesay, seconded by Trish Agee

That the terms of the settlement agreement with Summit Properties, Inc., be approved contingent upon approval of the Preliminary and Final PUD-39, and an Agreed Journal Entry of Judgment in Case No. CJ-2016-2222 pending in Tulsa County District Court be filed.

	For	Against	Abstained	Absent
Momodou Ceesay	x			
Trish Agee	x			
Tim Fox			x	
Brandon Kearns		x		
Jacqueline Triplett-Lund	x			
	3	1	1	0

CARRIED.

- 4) Discussion and possible action to approve Preliminary Planned Unit Development Plan (PUD-39), a request from Summit Properties, Inc., to change the zoning classification from AG (Agricultural) and RS-3 (Single Family Residential High Density) to PUD on 69.33 acres located east of the northeast corner of 151st Street and Elwood Ave. (Rick Malone, City Planner) 6 - 46

Mr. Peterson, City Attorney, presented the Preliminary Planned Unit Development Plan (PUD-39), and recommended approval.

- Attorney Mary Huckabee; spoke in opposition of the development.
- John Lindsay, Glenpool resident; spoke in opposition of the development.
- Walt Fielding, Glenpool resident; spoke in opposition of the development.
- Julie Haag, Glenpool resident; spoke in opposition of the development.
- Jon Holman, Glenpool resident; spoke in opposition of the development.
- Charles Wilson, Glenpool resident; spoke in opposition of the development.
- Jan Woodcock, Glenpool resident; spoke again in opposition of the development.
- Alan Woodcock, Glenpool resident; spoke again in opposition of the development.
- Attorney Heath Hardcastle; spoke again in favor of the development.

Moved by Jacqueline Triplett-Lund, seconded by Trish Agee

To approve PUD-39 changing the zoning classification from AG and RS-3 to PUD on 69.33 acres located east of the northeast corner of 151st Street and Elwood Ave.

	For	Against	Abstained	Absent
Tim Fox			x	
Momodou Ceesay	x			
Trish Agee	x			
Brandon Kearns		x		
Jacqueline Triplett-Lund	x			

	3	1	1	0
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CARRIED.

[PUD 39 staff report - CC 072318](#)

[Notice for 072318 CC & 072418 PC](#)

[SCISSORTAIL MAILER NOTICE 072318 - 072418 - 080618](#)

[PC Action on Prelim PUD-39 - 05 14 18 Scissor Tail](#)

D) Adjournment

There being no further business, the Mayor declared the meeting adjourned at 8:28 p.m.

TO: Mayor Timothy Lee Fox, Vice Mayor Ceesay, and Councilors Agee, Kearns and Lund
FROM: Rick Malone, City Planner
DATE: July 23, 2018
RE: Preliminary Planned Unit Development Plans (PUD 39), Request from Summit Properties, Inc., to change the zoning classification from AG (Agricultural) and RS-3 (Residential Single Family High Density) to PUD on 69.33 acres located east of the northeast corner of 151st Street and Elwood Ave.

INTRODUCTION

This application consists of a request to rezone 40.20 acres from AG, Agricultural, and RS-3, Residential Single Family High Density, and 29.13 acres from RS-3 to Planned Unit Development (PUD-39). The property is located east of the northeast corner of 151st Street (Highway 67) and Elwood Ave.

The surrounding property is developed as noted below:

The property is abutted to the north by Glenvillage II Addition, to the east by vacant property zoned RE, Residential Estate, to the south across Highway 67 by mostly vacant land that is zoned AG, Agricultural; property to the west is zoned and platted as RS-3, including Phase 2 of The Crossings at Glenpool and Mansfield Lane.

COMPREHENSIVE PLAN:

The updated 2030 City of Glenpool Comprehensive Plan designates the general location of PUD-39 as the SH-67 Corridor District, including those areas immediately north and south of 151st Street (SH-67) from just east of US-75 to Lewis Avenue. The configuration of the SH-67 Corridor is shown on the 2030 PLAN Map. PUDs will be encouraged for developments of 40 acres or larger along the corridor to reduce the impact of potential commercial, office or light industrial zoning and to properly regulate the location of high traffic generators. Proposed PUDs include conceptual site plans that demonstrate the compatibility of internal land use relationships. Also, site plan, sign plan, and landscape plan review and approval by the Glenpool Planning Commission and City Council is required for PUDs prior to issuance of a building permit. All development plans must be in substantial compliance with the approved provisions of the PUD and applicable ordinances and regulations of the City of Glenpool, including, but not necessarily limited to the following: traffic flow design sufficient to accommodate ingress and egress of emergency vehicles; open spaces and related amenities; setbacks, buffer areas and arrangement of residential lots used in combination with screening to improve compatibility with adjacent existing and planned residential uses and less intense nonresidential uses; mixing and utilizing local streets that provide access to abutting and adjacent existing and planned residential uses.

Consideration has been given by this proposal, to the satisfaction of staff, that any negative impact of re-zoning will be mitigated by the controls included in the PUD process and

covenants. This is particularly true with respect to the 29.13-acre Phase I that has previously committed to RS-3 housing standards, as well amenities not required by RS-3.

The Comp Plan encourages use of Planned Unit Development in suburban residential areas because it can promote land planning approaches that discourage “cookie cutter” subdivision designs and can allow for smaller lot sizes than the baseline or other design features in exchange for greater open space set-aside or other amenities, with additional open space devoted to maintaining the suburban character and buffering adjacent properties and roads.

PLANNING COMMISSION

As required by the Glenpool Zoning Code, this matter was considered by the Glenpool Planning during its meeting of May 14, 2018. By majority vote, the Planning Commission submits the application to the City Council along with the Commission recommendation that PUD-39 be approved.

STAFF RECOMMENDATION

The proposed zone change to free-standing Planned Unit Development (PUD) is consistent with the guidelines of the City of Glenpool Comprehensive Plan, the current Zoning Code and existing or approved neighboring uses. Staff and the developer have met on numerous occasions for the purpose of rigorously defining the PUD requirements. Staff recommends approval of rezoning case PUD-39.

STAFF EXHIBITS

1. Notice
2. Case Map
3. PUD Plan Documents

489527

Published in the Tulsa World, Tulsa County, Oklahoma, June 28, 2018

TO: PROPERTY OWNERS WITHIN 300-FOOT RADIUS OF THE SUBJECT PROPERTY ACCORDING TO TULSA COUNTY ASSESSOR RECORDS

RE: LEGAL NOTICE

**NOTICE OF PUBLIC HEARINGS BEFORE THE CITY COUNCIL AND THE PLANNING COMMISSION OF THE CITY OF GLENPOOL, OKLAHOMA
CASE NUMBER PUD 39
SCISSORTAIL SUBDIVISION**

Notice is hereby given that public hearings will be held in special session before the Glenpool City Council on Monday, July 23, 2018, and in regular session on Monday, August 6, 2018, and before the Glenpool Planning Commission in special session on Tuesday, July 24, 2018. Meetings of the City Council begin at 6:00 p.m. Meetings of the Planning Commission begin at 6:30 p.m. All three of these hearings will be held at the Glenpool Conference Center/City Hall which is located at 12205 South Yukon Avenue, Glenpool, Oklahoma on the 3rd Floor in the City Council Chambers. At this time and place consideration will be given to a proposed change of zoning classification of property located east of the northeast corner of 151st Street (Hwy 67) and Elmwood Avenue, Glenpool, Oklahoma, from approximately 40 acres of AG-Agricultural District and approximately 27 acres of RS-3 Residential Single Family High-Density District to a comprehensive approximately 67 acres of PUD – Planned Unit Development.

Procedural Requirements:

Pursuant to Sections 11-9-10 and 11-9-10 of Title 11 of the Glenpool City Code, (the "Zoning Code"), a Planned Unit Development proposal must undergo the scrutiny of a total of four separate public hearings, as follows with respect to the proposed Planned Unit Development, No. PUD-39:

Preliminary Development Plan - approved by Planning Commission on May 14, 2018
Preliminary Development Plan - review and action by City Council in **Special Session** on July 23, 2018
Final Development Plan - review and recommendations by Planning Commission in **Special Session** on July 24, 2018
Final Development Plan - review and action by City Council in **Regular Session** on August 6, 2018

Legal Description:

General Location: East of the northeast corner of 151st (Hwy 67) Street and Elmwood Avenue, in the City of Glenpool.

A tract of land that is part of the east half (E/2) of the southwest quarter (SW/4) of Section Thirteen (13), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, being more particularly described as follows:

Commencing at the southeast corner of the SW/4 of said section 13; thence north 01°08'05" west along the east line of the SW/4 a distance of 360.64 feet to the point of beginning; thence south 88°36'10" west 662.06 feet to a point on the east line of the SW/4 of the SE/4 of the SW/4 of section 13; thence north 01°07'50" west along said east line 300.55 feet to the northeast corner of the SW/4 of the SE/4 of the SW/4; thence south 88°35'44" west along the north line of the SW/4 of the SE/4 of the SW/4 a distance of 374.26 feet to the northeast corner of Lot 2, Block 1, Anglican Church of the Resurrection, filed as Plat #6373; thence south 01°07'36" east 350.15 feet to the southwest corner of said Lot 2 and the west line of the E/2 of the SW/4 of Section 13; thence north 01°07'35" west along said west line 2333.42 feet to the northwest corner of the E/2 of the SW/4; thence north 88°34'27" east along said north line 1323.81 feet to the northeast corner of the SW/4; thence south 01°08'05" east along the east line of the SW/4 a distance of 2284.44 feet to the point of beginning.
Said tract contains 2,925,860.95 square feet or 67.17 acres.

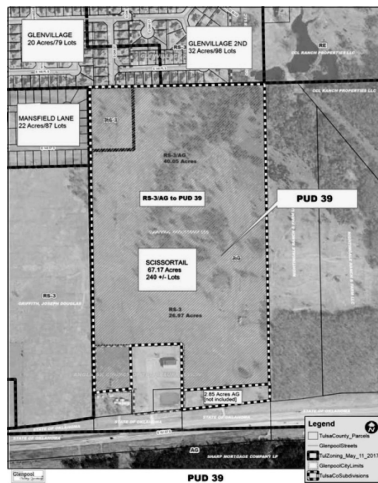
APPLICATION IS TO ALLOW A CHANGE OF ZONE FROM APPROXIMATELY 40 ACRES AGAGRICULTURAL DISTRICT AND APPROXIMATELY 27 ACRES RS-3 HIGH DENSITY RESIDENTIAL DISTRICT TO PUD-PLANNED UNIT DEVELOPMENT, NO. 39.

City Council and Planning Commission will review, respectively, the Preliminary Development Plan and Final Development Plan for PUD-39 according to the foregoing schedule above.

All persons interested in this request are invited to attend.

Contact Information:

Rick Malone, City Planner
Glenpool City Hall
12205 S. Yukon Avenue
Glenpool, OK 74033
(918) 209-4617
rmalone@cityofglenpool.com
Dated at Glenpool, Oklahoma, this 20th day of June 2018.





**TO: PROPERTY OWNERS WITHIN 300-FOOT RADIUS OF THE
SUBJECT PROPERTY ACCORDING TO TULSA COUNTY
ASSESSOR RECORDS**

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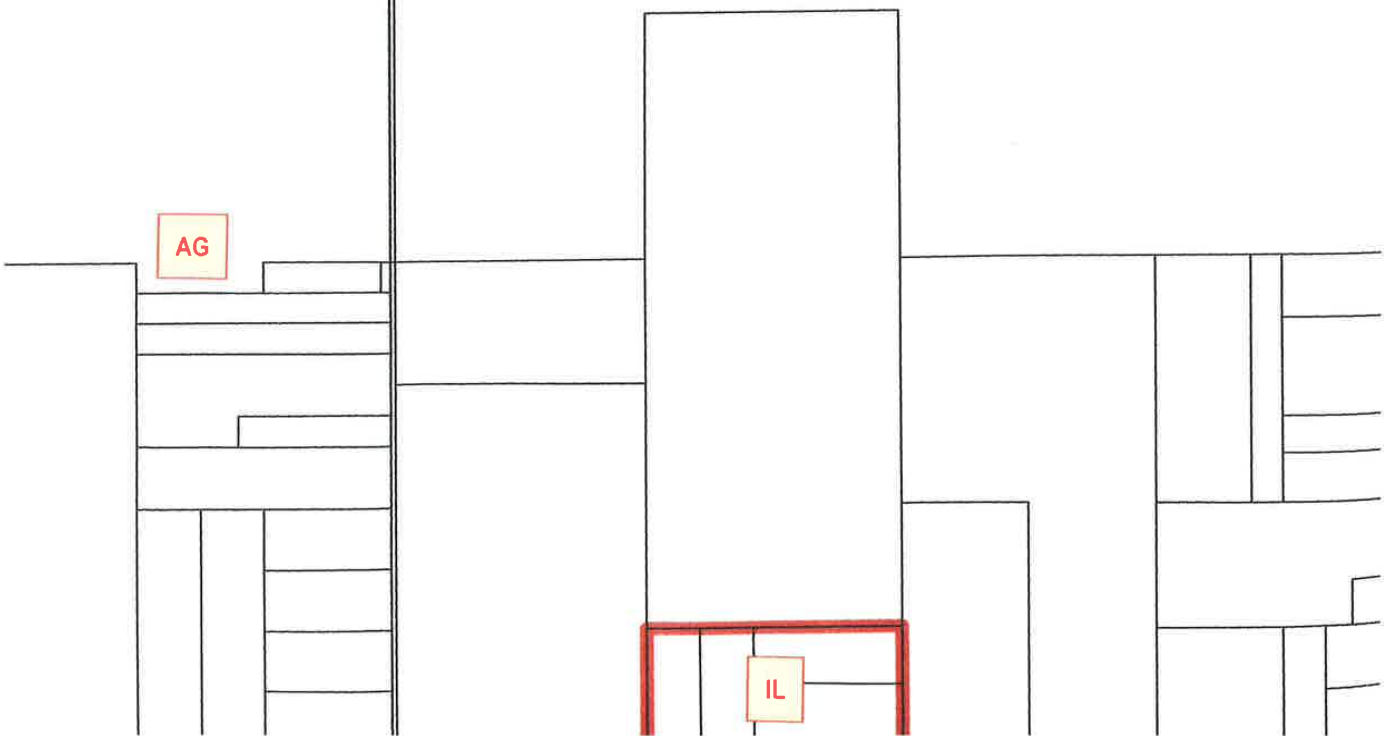
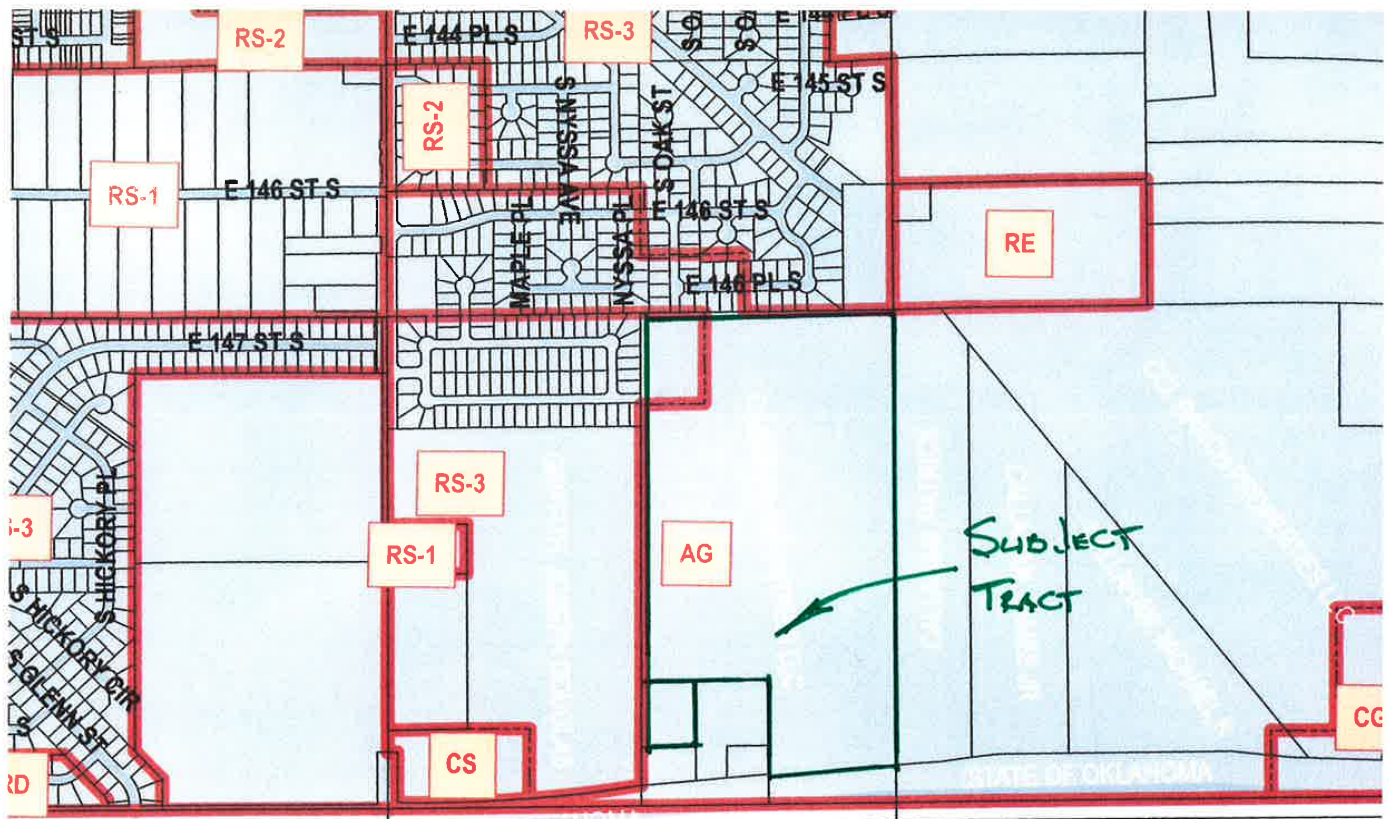
Dated at Glenpool, Oklahoma, this 20th day of June 2018.

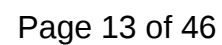
PLEASE SEND INVOICE TO:

Heath E. Hardcastle Albright, Rusher & Hardcastle
A Professional Corporation
2600 Bank of America Center
15 West Sixth Street
Tulsa, Oklahoma 74119
Tel. (918) 583-5800
Fax. (918) 583-8665

COPY OF NOTICE TO:

**Rick Malone, City Planner
City of Glenpool
12205 South Yukon Ave
Glenpool, Ok 74033
(918) 209-4717
rmalone@cityofglenpool.com**







Glenpool, O

Land Use

	Rural
	Parks and Recreational Open Space
	Estate Residential
	Suburban Residential
	General Residential
	Neighborhood Conservation
	Attached Residential
	Multi-Family Residential
	Suburban Commercial



Planned Unit Development

UPDATED

April 19, 2018



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Exhibits

Exhibit A	Sketch Plat
Exhibit B	Amenities Plan
Exhibit C	Architectural Style & Floor Plans
Exhibit D	Site Topography
Exhibit E	Drainage Area Maps
Exhibit F	Soil Survey
Exhibit G	Covenants

Development Concept

Scissortail is a single-family residential development on a 69.33-acre tract of presently undeveloped land within the City of Glenpool. The project is located on the north side of SH-67 (East 151st Street South) between Elwood Avenue and Peoria Avenue that will abut the existing Mansfield Lane Glenvillage and Glenvillage 2nd subdivisions.

Scissortail will be a professionally planned neighborhood. Plans include a community pavilion with seating areas, child play area, basketball court, parking areas and walking paths.

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

The current Glenpool Zoning Code states certain development types can only be achieved by use of a PUD and are encouraged by the City. This development concept includes a mixture of:

- Density
- Dwelling sizes and heights
- Lot sizes and widths
- Design character in a single cohesive manner throughout the development
- Housing types

To further improve development quality, Scissortail will include professional landscaping and other decorative treatments along State Highway 67 (East 151st Street South).

Development Standards

Land Area: 69.33 Acres

Permitted Use: Single-Family Dwelling

Residential lot density calculation:

Maximum residential lots allowed (3,019,981.17 / 8,400 square feet): 359

Residential lots proposed: 230

Minimum lot width: 65 feet

Minimum lot area: 7,800 square feet

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

Maximum structure height: 35 feet

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

Front Yard abutting a public street: 25 feet

Rear yard: 20 feet

Side yard: 5 feet

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

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

If a side entry garage is proposed the building wall containing the garage door shall be set a minimum of 20 feet from the street right of way.

Dwelling Floor Area Restrictions

1,600 SF or Greater	80%
1,500 to 1,599 SF	10%
1,400 to 1,499 SF	10%

Greenspace Calculation

Gross Land Area: 69.33 Acres

Required Greenspace: 3.47 Acres (5.0%)

Provided Greenspace: 6.71 Acres (9.6%)

Access and Circulation

Access to the subject tract will be through the existing Mansfield Lane and Glenvillage 2nd and access to SH-67 (East 151st Street South).

Drainage and Utilities

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

Environmental Analysis and Topography

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

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

Amenities

Included in this development will be a community pavilion with seating areas, child play area, basketball court, parking areas and walking paths.

Covenants

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

Homeowners' Association

THE HOMEOWNERS' ASSOCIATION SHALL BE FORMED AND IN PLACE BEFORE OR IMMEDIATELY UPON APPROVAL OF THE PUD APPLICATION.

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

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

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

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

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

Legal Description

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

COMMENCING AT THE SOUTHEAST CORNER OF THE SW/4 OF SAID SECTION 13; THENCE NORTH 01°08'05" WEST ALONG THE EAST LINE OF THE SW/4 A DISTANCE OF 1322.34 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°35'38" WEST 1324.16 FEET TO A POINT ON THE WEST LINE OF THE E/2 OF SECTION 13; THENCE NORTH 01°07'13" WEST ALONG SAID WEST LINE 1322.23 FEET TO THE NORTHWEST CORNER OF THE E/2 OF THE SW/4; THENCE NORTH 88°34'30" EAST ALONG SAID NORTH LINE 1324.13 FEET TO THE NORTHEAST CORNER OF THE SW/4; THENCE SOUTH 01°07'18" EAST ALONG THE EAST LINE OF THE SW/4 A DISTANCE OF 1322.60 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,751,049.13 SQUARE FEET OR 40.20 ACRES.

AND

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF; THENCE N 88° 36' 13" E, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 2648.36 FEET, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW/4); THENCE N 01° 08' 05" W, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 200.64 FEET, TO THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 67 AS DESCRIBED IN WARRANTY DEED RECORDED IN BOOK 5278, PAGE 1655 IN THE OFFICE OF THE TULSA COUNTY CLERK; THENCE ALONG A CURVE TO THE LEFT, ALONG LAST SAID NORTH RIGHT OF WAY, HAVING A RADIUS OF 23068.31 FEET, AN ARC LENGTH OF 322.52 FEET, A CENTRAL ANGLE OF 00° 48' 04", A CHORD BEARING OF S 85° 20' 27" W AND A CHORD DISTANCE OF 322.52 FEET; THENCE S 05° 03' 35" E ON A RADIAL BEARING, CONTINUING ALONG LAST SAID NORTH RIGHT OF WAY, A DISTANCE OF 15.00 FEET, TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, CONTINUING ALONG LAST SAID NORTH RIGHT OF WAY, HAVING A RADIUS OF 23053.31 FEET, AN ARC LENGTH OF 224.98 FEET, A CENTRAL ANGLE OF 00° 33' 33", A CHORD BEARING OF S 84° 39' 40" W AND A CHORD DISTANCE OF 224.98 FEET TO A POINT OF TANGENCY; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 35.00 FEET, AN ARC LENGTH OF 52.24 FEET, A CENTRAL ANGLE OF 85° 30' 42", A CHORD BEARING OF N 41° 37' 32" E AND A CHORD DISTANCE OF 47.52 FEET TO A POINT OF TANGENCY; THENCE N 01° 07' 50" W, PARALLEL WITH THE EAST LINE OF LOT 1, BLOCK 1 OF ANGLICAN CHURCH OF THE RESURRECTION, RECORDED AS PLAT NO. 6373 IN THE OFFICE OF THE TULSA COUNTY CLERK, A DISTANCE OF 45.30 FEET, TO A TANGENT POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 66.59 FEET, A CENTRAL ANGLE OF 25° 26' 06", A CHORD BEARING OF N 13° 50' 53" W AND A CHORD DISTANCE OF 66.04 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 66.59 FEET, A CENTRAL ANGLE OF 25° 26' 06", A CHORD BEARING OF N 13° 50' 53" W AND A CHORD DISTANCE

OF 66.04 FEET; THENCE S 88° 36' 10" W A DISTANCE OF 120.00 FEET, TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE N 01° 07' 50" W, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 300.55 FEET, TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S 88° 35' 44" W, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 374.31 FEET, TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE NORTHEAST CORNER OF LOT 2 OF SAID BLOCK 1; THENCE S 01° 07' 36" E, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 350.14 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE S 88° 36' 13" W, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 287.78 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 2, SAID CORNER BEING A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER (SE/4 SW/4); THENCE N 01° 07' 35" W, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4), A DISTANCE OF 1010.83 FEET, TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4); THENCE N 88° 34' 51" E, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4), A DISTANCE OF 1323.99 FEET, TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4); THENCE S 01° 08' 05" E, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4), A DISTANCE OF 1121.70 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 29.13 ACRES / 1,268,932.57 SQUARE FEET.

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

Scissortail

RS-4 Residential Subdivision
Glenpool, Oklahoma

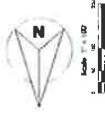
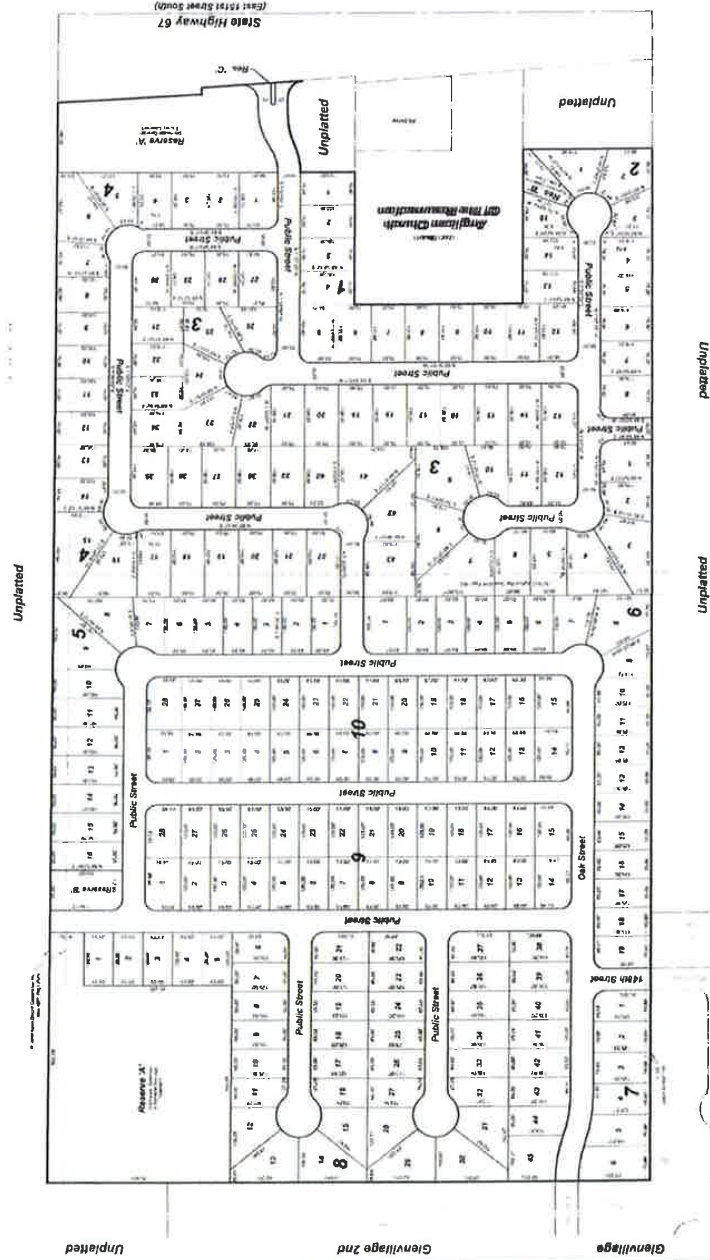


EXHIBIT 'A'
SKETCH PLAT



Summary

SUBDIVISION CONTAINS TWO HUNDRED AND THIRTY
(230) LOTS IN SIX BLOCKS (6) AND FIVE (5) RESERVE AREAS
GROSS SUBDIVISION AREA
69.33 ACRES



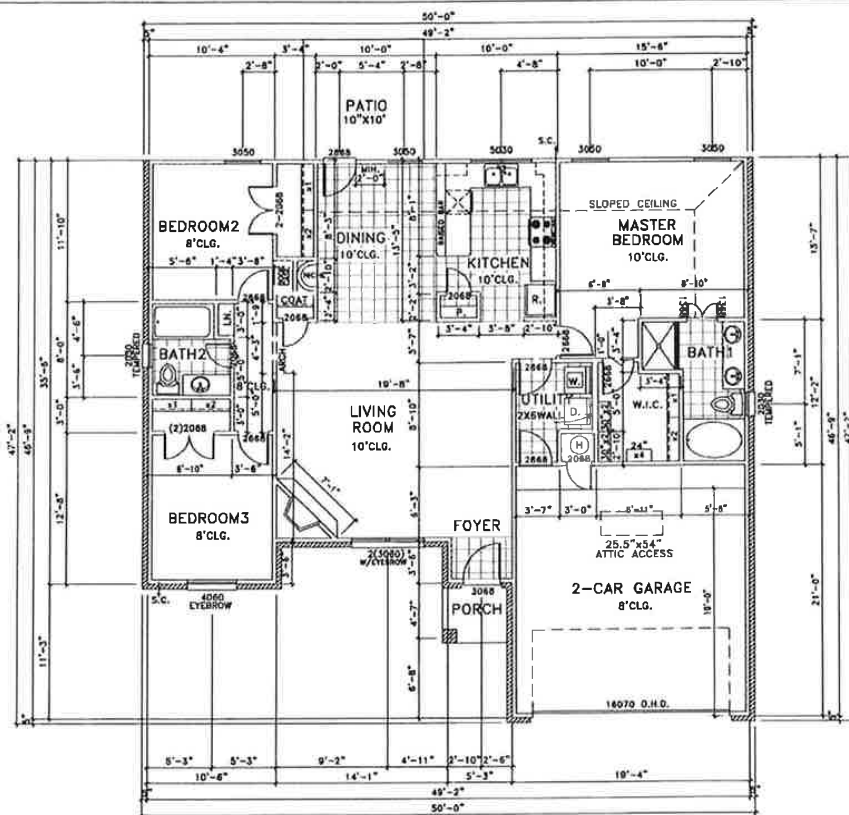


EXHIBIT C.1



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

CONTRACTOR AREA: 1445 S.F.

FLOOR PLAN

1995,1999 © COPYRIGHT HOME CREATIONS, INC.

HOME CREATIONS		SHEET	OF	SHEET REVISIONS:	
		1	10		
DWELLING AREA:	GARAGE AREA:	PLAN: T5-PROVIDENCE		08/26/2005	
VENEER: 1544 S.F.	VENEER: 431 S.F.	SCALE: 5" 2' 0 1" 4'		12/05/2005	
FRAME: 1503 S.F.	FRAME: 410 S.F.	A		07/16/2007	
				06/05/2008	

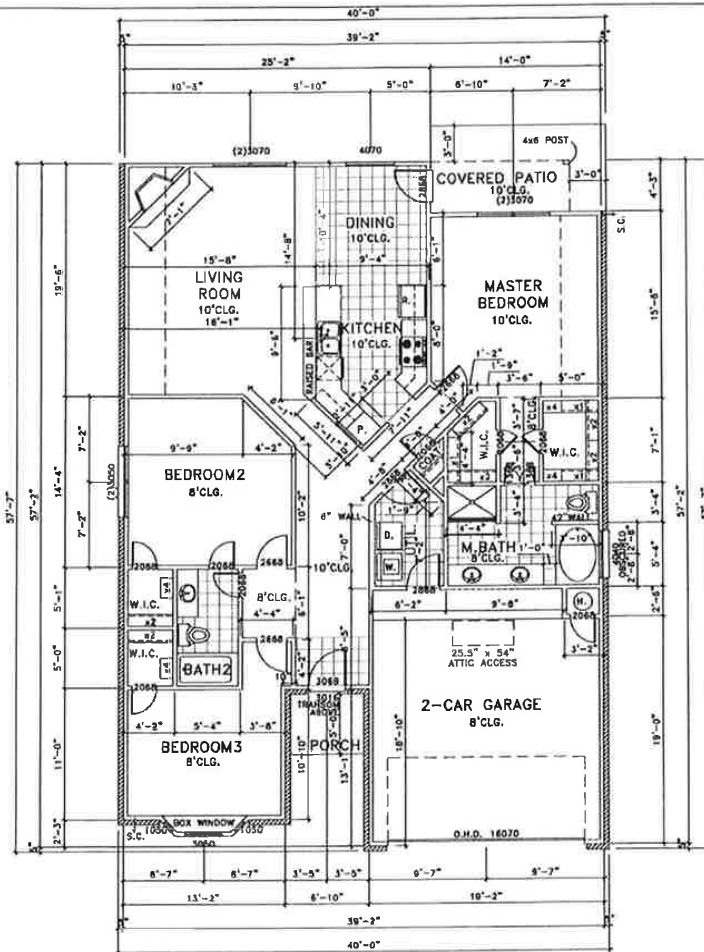


EXHIBIT C.2



FRONT ELEVATION A

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

CONTRACTOR AREA: 1592 S.F.
FLOOR PLAN

1995,1999 © COPYRIGHT HOME CREATIONS, INC.

HOME CREATIONS		SHEET	OF	SHEET REVISIONS:	
		1	10		
DWELLING AREA:	GARAGE AREA:	PLAN: T8-RALEIGH ELITE		06/02/2006	
VENEER: 1709 S.F.	VENEER: 429 S.F.	SCALE: $\frac{6''}{0'1''} = \frac{2'}{4'}$		08/25/2006	
FRAME: 1655 S.F.	FRAME: 406 S.F.	A		08/01/2007	
				09/11/2007	

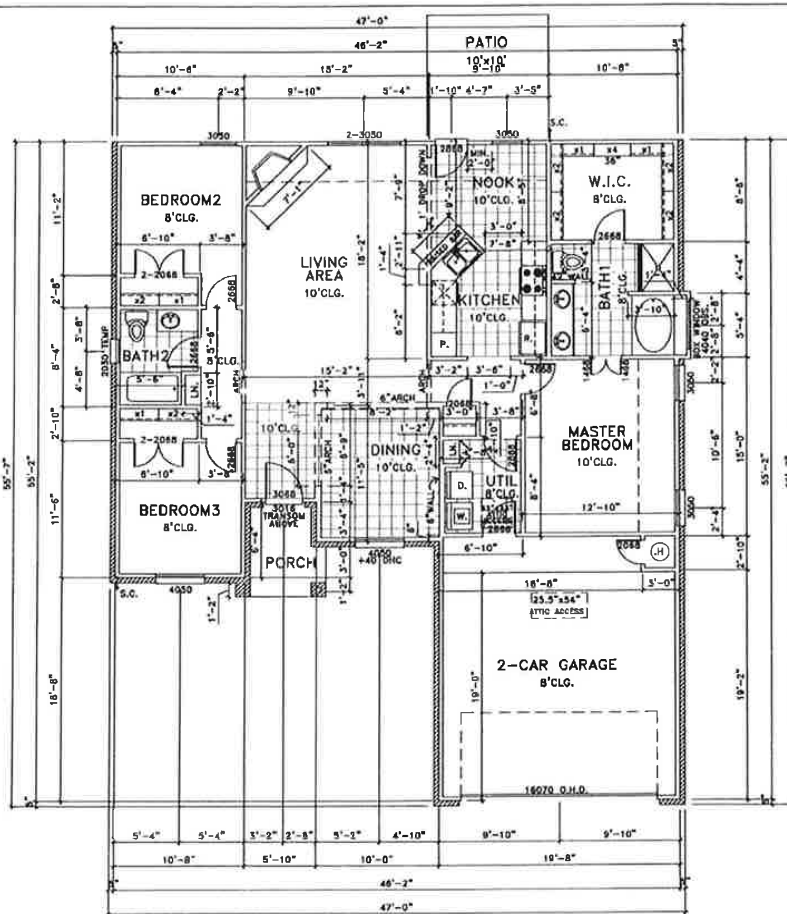


EXHIBIT C.3



FRONT ELEVATION A

FLOOR PLAN NOTES:

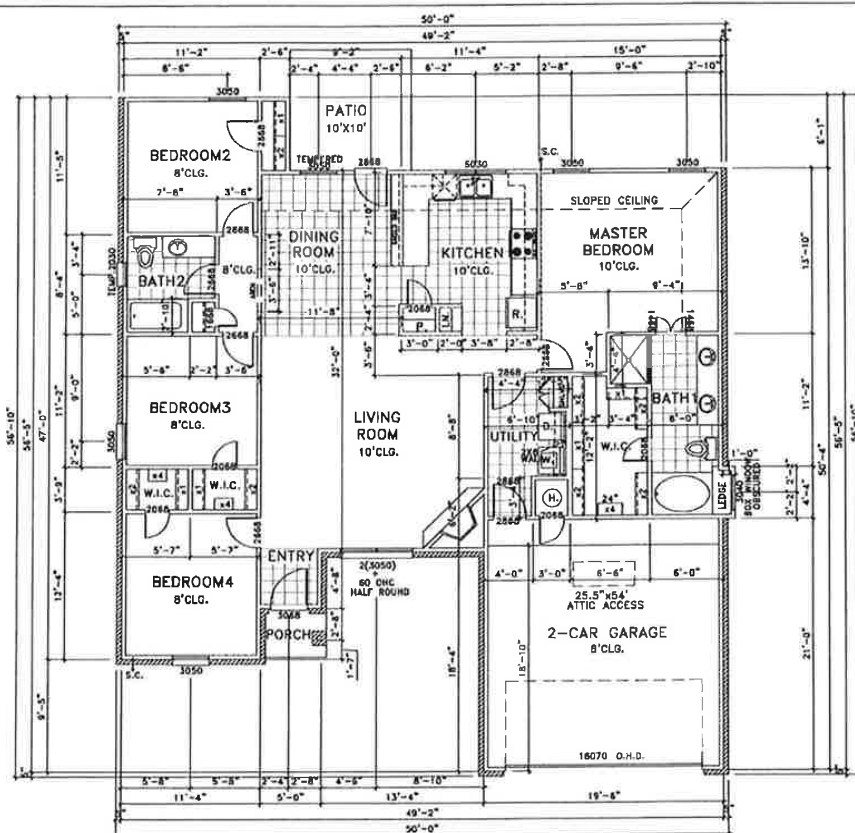
- 1) HVAC IN ATTIC
- 2) $\frac{1}{2}$ ROOF PITCH
- 3) STONE CORNERS (3) ON FRONT OF HOME
- 4) SIDING ON BACK OF HOME
- 5) TWO PENDANT LIGHTS OVER BAR AREA

CONTRACTOR AREA: 1495 S.F.

FLOOR PLAN A

1995,1999 © COPYRIGHT HOME CREATIONS, INC.

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



CONTRACTOR AREA: 1643 S.F.

FLOOR PLAN A

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

1995,1999 © COPYRIGHT HOME CREATIONS, INC.

HOME CREATIONS		SHEET	OF	SHEET REVISIONS:	
		1	10		
DWELLING AREA:	GARAGE AREA:	PLAN: T7-JOHNSTON		01/13/2005	
VENEER: 1780 S.F.	VENEER: 455 S.F.	SCALE: $\frac{6''}{0'1''} = \frac{2'}{4'}$		05/20/2005	
FRAME: 1708 S.F.	FRAME: 430 S.F.	A		09/28/2005	
				07/17/2007	

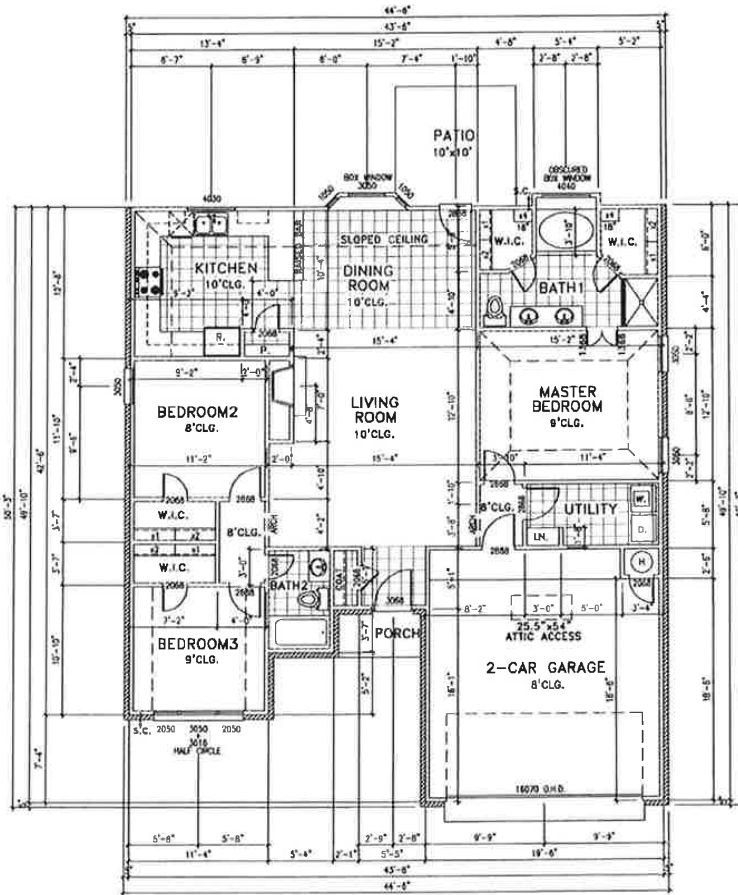


EXHIBIT C.5



FRONT ELEVATION A

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

CONTRACTOR AREA: 1441 S.F.
FLOOR PLAN

1995,1999 © COPYRIGHT HOME CREATIONS, INC.
1145 E 148th STREET S

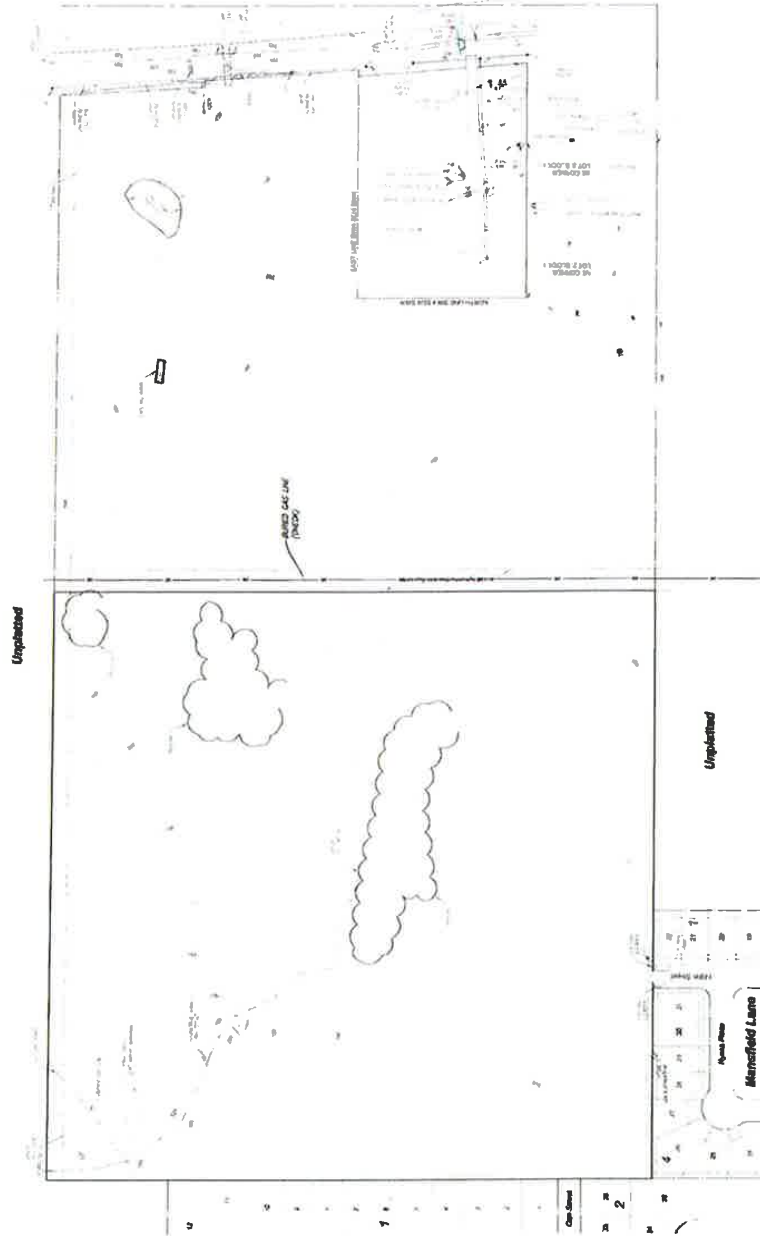
HOME CREATIONS		SHEET	OF	SHEET REVISIONS:	
		1	10		
DWELLING AREA:	GARAGE AREA:	PLAN: T5-LINCOLN-R		02/20/2006	
VENEER: 1541 S.F.	VENEER: 431 S.F.	SCALE: 8" 2' 0 1" 4		01/17/2007	
FRAME: 1498 S.F.	FRAME: 408 S.F.	B		07/13/2007	

Scissortail

KS-4 Residential Subdivision
Greensboro, Oklahoma



EXHIBIT 'D'
SITE TOPOGRAPHY



Scissortail

RS-4 Residential Subdivision
Glenpool, Oklahoma



EXHIBIT 'E.1'
PRE-DEVELOPMENT
DRAINAGE AREAS



Scissortail

RS-4 Residential Subdivision
Glenpool, Oklahoma



EXHIBIT 'E.2'
POST-DEVELOPMENT
DRAINAGE AREAS





Map Scale: 1 inch = 4,000 feet or 1:4000
 Projection: Web Mercator
 Coordinate System: WGS84
 Data Source: National Cooperative Soil Survey
 Date: 2/15/2017
 Page 1 of 3

Scissortail

N-4 Residential Subdivision
 Glenpool, Oklahoma

EXHIBIT 'F'
SOIL SURVEY



Map Unit Legend

Map Unit Symbol	Map Unit Name	Tulsa County, Oklahoma (C1042)	Amount in Acre	Percent of Acre
1	1	1	1	1
11	11	11	11	11
12	12	12	12	12
13	13	13	13	13
14	14	14	14	14
15	15	15	15	15
16	16	16	16	16
17	17	17	17	17
18	18	18	18	18
19	19	19	19	19
20	20	20	20	20
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92	92	92	92	92
93	93	93	93	93
94	94	94	94	94
95	95	95	95	95
96	96	96	96	96
97	97	97	97	97
98	98	98	98	98
99	99	99	99	99
100	100	100	100	100

SCISSORTAIL

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

Summit Properties, Inc., an Oklahoma Corporation, hereinafter together referred to as the "Owner/Developer" is the owner of the following described land in the City of Glenpool, Tulsa County, State of Oklahoma, to wit:

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

COMMENCING AT THE SOUTHEAST CORNER OF THE SW/4 OF SAID SECTION 13; THENCE NORTH 01°08'05" WEST ALONG THE EAST LINE OF THE SW/4 A DISTANCE OF 1322.34 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°35'38" WEST 1324.16 FEET TO A POINT ON THE WEST LINE OF THE E/2 OF SECTION 13; THENCE NORTH 01°07'13" WEST ALONG SAID WEST LINE 1322.23 FEET TO THE NORTHWEST CORNER OF THE E/2 OF THE SW/4; THENCE NORTH 88°34'30" EAST ALONG SAID NORTH LINE 1324.13 FEET TO THE NORTHEAST CORNER OF THE SW/4; THENCE SOUTH 01°07'18" EAST ALONG THE EAST LINE OF THE SW/4 A DISTANCE OF 1322.60 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,751,049.13 SQUARE FEET OR 40.20 ACRES.

AND

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF; THENCE N 88° 36' 13" E, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 2648.36 FEET, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW/4); THENCE N 01° 08' 05" W, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 200.64 FEET, TO THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 67 AS DESCRIBED IN WARRANTY DEED RECORDED IN BOOK 5278, PAGE 1655 IN THE OFFICE OF THE TULSA COUNTY CLERK; THENCE ALONG A CURVE TO THE LEFT, ALONG LAST SAID NORTH RIGHT OF WAY, HAVING A RADIUS OF 23068.31 FEET, AN ARC LENGTH OF 322.52 FEET, A CENTRAL ANGLE OF 00° 48' 04", A CHORD BEARING OF S 85° 20' 27" W AND A CHORD DISTANCE OF 322.52 FEET; THENCE S 05° 03' 35" E ON A RADIAL BEARING, CONTINUING ALONG LAST SAID NORTH RIGHT OF WAY, A DISTANCE OF 15.00 FEET, TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, CONTINUING ALONG LAST SAID NORTH RIGHT OF WAY, HAVING A RADIUS OF 23053.31 FEET, AN ARC LENGTH OF 224.98 FEET, A CENTRAL ANGLE OF 00° 33' 33", A CHORD BEARING OF S 84° 39' 40" W AND A CHORD DISTANCE OF 224.98 FEET TO A POINT OF TANGENCY; THENCE ALONG A CURVE TO THE LEFT, HAVING A

EXHIBIT 'G' - COVENANTS

RADIUS OF 35.00 FEET, AN ARC LENGTH OF 52.24 FEET, A CENTRAL ANGLE OF 85° 30' 42", A CHORD BEARING OF N 41° 37' 32" E AND A CHORD DISTANCE OF 47.52 FEET TO A POINT OF TANGENCY; THENCE N 01° 07' 50" W, PARALLEL WITH THE EAST LINE OF LOT 1, BLOCK 1 OF ANGLICAN CHURCH OF THE RESURRECTION, RECORDED AS PLAT NO. 6373 IN THE OFFICE OF THE TULSA COUNTY CLERK, A DISTANCE OF 45.30 FEET, TO A TANGENT POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 66.59 FEET, A CENTRAL ANGLE OF 25° 26' 06", A CHORD BEARING OF N 13° 50' 53" W AND A CHORD DISTANCE OF 66.04 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 66.59 FEET, A CENTRAL ANGLE OF 25° 26' 06", A CHORD BEARING OF N 13° 50' 53" W AND A CHORD DISTANCE OF 66.04 FEET; THENCE S 88° 36' 10" W A DISTANCE OF 120.00 FEET, TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE N 01° 07' 50" W, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 300.55 FEET, TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S 88° 35' 44" W, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 374.31 FEET, TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE NORTHEAST CORNER OF LOT 2 OF SAID BLOCK 1; THENCE S 01° 07' 36" E, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 350.14 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE S 88° 36' 13" W, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 287.78 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 2, SAID CORNER BEING A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER (SE/4 SW/4); THENCE N 01° 07' 35" W, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4), A DISTANCE OF 1010.83 FEET, TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4); THENCE N 88° 34' 51" E, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4), A DISTANCE OF 1323.99 FEET, TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4); THENCE S 01° 08' 05" E, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4), A DISTANCE OF 1121.70 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 29.13 ACRES / 1,268,932.57 SQUARE FEET.

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

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

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the streets depicted on the accompanying plat and does further dedicate for public use the utility easements as depicted on the accompanying plat as "u/e" or "utility easement", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all of the utility easements depicted on the plat, for plat. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the City of Glenpool, Oklahoma, and by the supplier of any affected utility service,

EXHIBIT 'G' - COVENANTS

that within the utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping, customary screening fences and walls that do not constitute an obstruction.

B. Underground Service

1. Overhead lines for the supply of electric, telephone and cable television services may be located along the south and east side perimeter boundary of the subdivision, if located within a general utility easement as depicted on the accompanying plat. Street light poles or standards may be served by overhead line or underground cable and elsewhere throughout the subdivision all supply lines shall be located underground in the general utility easements. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the general utility easements.
2. Underground service cables to all structures which may be located within the subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon the lot, provided that upon the installation of a service cable to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent and effective easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable, extending from the service pedestal or transformer to the service entrance on the structure.
3. The supplier of electric, telephone and cable television services, through its agents and employees, shall at all times have right of access to all general utility easements depicted on the accompanying plat or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone or cable television facilities installed by the supplier of the utility service.
4. Lot owners shall be responsible for the protection of the underground service facilities located on their respective lots and each shall prevent the alteration of grade or any construction activity that would interfere with the electric, telephone or cable television facilities. The supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
5. The foregoing covenants set forth in this paragraph B shall be enforceable by the supplier of the electric, telephone or cable television service and Lot owners agree to be bound hereby.

C. Water, Sanitary Sewer and Storm Sewer Service

1. Lot owners shall be responsible for the protection of the public water mains, sanitary sewer mains and storm sewers located on their respective lots and shall prevent the alteration of grade or any construction activity which may interfere with said public water main, public sanitary sewer main or storm sewer.
2. Within the utility easement areas depicted on the accompanying plat, the alteration of grade in excess of 3 feet from the contours existing upon the completion of the installation of a public water main, sanitary sewer main or storm sewer, or any construction activity which would interfere with public water mains, sanitary sewer mains and storm sewers shall be prohibited.
3. The City of Glenpool, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water and sewer mains, but Lot owners shall pay for damage or relocation of such facilities caused or necessitated by their acts and/or the acts of their agents or contractors.

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4. The City of Glenpool, Oklahoma, or its successors, shall at all times have right of access to all easements depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.
5. The foregoing covenants set forth in this paragraph C shall be enforceable by the City of Glenpool, Oklahoma, or its successors, and Lot owners agree to be bound hereby.

D. Gas Service

1. Lot owners shall be responsible for the protection of gas facilities located on their respective lots.
2. Within the utility easement areas depicted on the accompanying plat, the alteration of grade in excess of 3 feet from the contours existing upon the completion of the installation of a gas main or any construction activity which would interfere with a gas main shall be prohibited.
3. The supplier of gas service shall be responsible for ordinary maintenance of gas mains, but Lot owners shall pay for damage or relocation of such facilities caused or necessitated by their acts and/or the acts of their agents or contractors.
4. The supplier of gas service shall at all times have right of access to all easements depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of gas facilities.
5. Underground gas service lines to all structures which may be located within the subdivision may be run from the nearest gas main to the point of usage determined by the location and construction of such structure as may be located upon the lot, provided that upon the installation of a service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent and effective easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service line, extending from the gas main to the service entrance on the structure.
6. The foregoing covenants set forth in this paragraph D shall be enforceable by the supplier of gas service and Lot owners agree to be bound hereby.

E. Storm Water Detention

1. The Owner/Developer does hereby grant and establish a perpetual easement on, over and across the Reserve Area "A" and Reserve Area "B" (hereinafter referred to as the "Detention Easement Areas") for the purposes of permitting the flow, conveyance, detention and discharge of storm water runoff from the various lots within the subdivision.
2. Detention and other drainage facilities constructed within the Detention Easement Areas shall be in accordance with standards and specifications approved by the City of Glenpool, Oklahoma.
3. Detention and other drainage facilities shall be maintained by the Homeowners' Association (to be formed pursuant to Section III) to the extent necessary to achieve the intended drainage and detention functions including repair of appurtenances and removal of obstructions and siltation. The Homeowners' Association shall provide routine and customary grounds maintenance within the Detention Easement Areas which shall be in accordance with the following standards:

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- a. The Detention Easement Areas shall be kept free of litter.
- b. The Detention Easement Areas shall be mowed during the growing season at intervals not exceeding 4 weeks.
- c. In the event the Homeowners' Association should fail to properly maintain the Detention Easement Areas as above provided, the City of Glenpool, Oklahoma, or its designated contractor may enter the Detention Easement Areas and perform such maintenance, and the cost thereof shall be paid by the Homeowners' Association.
- d. In the event the Homeowners' Association, after completion of the maintenance and receipt of a statement of costs, fails to pay the cost of maintenance as above set forth, the City of Glenpool, Oklahoma may file of record a copy of the statement of costs and thereafter the costs shall be a lien against each residential lot within the subdivision, provided however, the lien against each residential lot shall not exceed 1/230th of the costs.
- e. A lien established as above provided may be foreclosed by the City of Glenpool, Oklahoma.

F. Surface Drainage and Lot Grading Restriction

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

G. Paving and Landscaping Within Easements

Lot owners affected shall be responsible for the repair of damage to landscaping and paving occasioned by necessary installation or maintenance of underground water, sewer, storm sewer, natural gas, communication, cable television or electric facilities within the easement areas depicted upon the accompanying plat. Provided, however, the City of Glenpool, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

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

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

Whereas, the planned unit development provisions of the Glenpool Zoning Code require the establishment of covenants of record, inuring to and enforceable by the City of Glenpool, Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development, and

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

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

A. Development in Accordance With PUD

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

B. Applicable Ordinance

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

C. Development Standards

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

Minimum front yard abutting a public street: 25 feet

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

All other yards abutting a public street: 15 feet, unless a side entry garage is proposed. If a side entry garage is proposed the building wall containing the garage door shall be set a minimum of twenty-five (20) feet from the street right of way.

Minimum Rear Yard Setback: 20 feet

Permitted Use: Single-family dwelling

D. Site Plan Review and Compliance With Approved Plans

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

E. Definitions

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

SECTION III. PRIVATE RESTRICTIONS

A. Architectural Committee.

1. Plan Review. No building, fence, wall, or exterior antenna shall be erected, placed or altered (including exterior painting) on any Lot until the plans and specifications have been approved in writing by the Owner/Developer, its authorized representatives or successors, hereinafter referred to as the "Architectural Committee." For each building, the required plans and specifications shall be submitted in duplicate and include a site plan, floor plan, exterior elevations, drainage and grading plans, exterior materials and color scheme. The Homeowners' Association shall require the Architectural Review Committee to review and approve any building plans prior to application for building permit. The development and use of the subject Lot shall thereafter be in substantial compliance with the approved plans or approved amendments thereto. In the event no suit to enjoin the erection of the building or structure or the making of an alteration has been commenced prior to the 30th day following completion thereof, approval of the Architectural Committee shall not be required and this covenant shall be deemed to have been fully complied with.
2. Committee Purpose. The Architectural Committee's purpose is to promote good design and compatibility within the Subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval or failure to approve hereunder, and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage or code violations. The approval or failure to approve building plans shall not be deemed a waiver of any restriction. Nothing herein contained shall be deemed to prevent any Lot owner in the Subdivision from prosecuting any legal action relating to improvements within the Subdivision which they would otherwise be entitled to prosecute.
3. Transfer of Duties. The powers and duties of the Architectural Committee shall, on January 1, 2022, be deemed transferred to the Scissortail Homeowners' Association, Inc. (to be established as set forth within Section III hereof), or upon written assignment to said homeowners' association by the Architectural Committee, whichever event first occurs, and thereafter the foregoing powers and duties shall be exercised by the board of directors of the Association.

B. Use.

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

C. Floor Area.

Square footage shall be computed for living space, exclusive of porches, patios, and garages.

D. Maximum Building Height.

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

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E. Garages.

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

F. Foundations.

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

G. Masonry.

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

H. Roof Pitch.

No dwelling shall have a roof pitch of less than 8/12. Porches and patios shall not have a roof pitch of less than 4/12.

I. Roofing Materials.

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

J. Driveways.

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

K. Fencing.

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

L. Seasonal Decorations

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

M. On-site Construction.

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

N. Outbuildings.

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

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O. Swimming Pools.

Above ground swimming pools are prohibited.

P. Antennas.

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

Q. Lot Maintenance.

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

R. Recreational Vehicles.

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

S. Non-recreational trailers, machinery and equipment

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

T. Garbage Receptacles.

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

U. Animals.

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

V. Noxious Activity.

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

W. Signage.

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

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X. Materials and Storage.

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

Y. Garage Sales/Yard Sales.

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

Z. Basketball Goals.

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

AA. Inoperative Vehicles.

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

BB. AC Pad and Unit

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

CC. Mailboxes

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

DD. Front Yard Landscaping

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

SECTION IV. HOMEOWNERS' ASSOCIATION

A. Formation of Homeowners' Association

The Owner/Developer has formed or shall cause to be formed an association of the owners of the Lots within Scissortail (hereinafter referred to as the "Homeowners' Association") to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purposes of maintaining the common areas, including but without limitation the storm water detention facilities and reserve areas, and enhancing the value, desirability and attractiveness of Scissortail.

B. Membership

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

C. Assessment

Each record owner of a Lot shall be subject to assessment by the Homeowners' Association for the purposes of improvement and maintenance of the storm water detention facilities, reserve areas and other common areas. A lien for non-payment of assessments can be foreclosed by the Homeowners' Association and/or the City of Glenpool, Oklahoma.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of Section I. Public Streets, Easements and Utilities are set forth certain covenants and the enforcement rights pertaining thereto, and additionally the covenants within Section I. whether or not specifically therein so stated shall inure to the benefit of and shall be enforceable by the City of Glenpool, Oklahoma. The covenants contained in Section II. Planned Unit Development Restrictions are established pursuant to the Planned Unit Development provisions of the Glenpool Zoning Code and shall inure to the benefit of and shall be enforceable by the City of Glenpool, Oklahoma, any owner of a Lot and the Homeowners' Association. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section II., it shall be lawful for the City of Glenpool, any owner of a Lot or the Homeowners' Association to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant. The covenants contained in Section III. Private Restrictions and Section IV. Homeowners' Association shall inure to the benefit of any owner of a Lot and the Homeowners' Association. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section III it shall be lawful for any owner of a Lot or the Homeowners' Association to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant. In any judicial action brought to enforce the covenants established within this Deed of Dedication, the defense that the party initiating the equitable proceeding has an adequate remedy at law, is hereby waived. In any judicial action brought by any owner of a Lot or the Association, which action seeks to enforce the covenants contained in Section IV and/or to recover damages for the breach thereof, the prevailing party shall be entitled to receive reasonable attorney fees and costs and expenses incurred in such action.

B. Duration

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

C. Amendment

The covenants contained within Section I, Public Streets, Easements and Utilities, may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the City of Glenpool, Oklahoma, or its successors. The covenants contained within Section II. Planned Unit Development Restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the Glenpool Planning Commission, or its successors. Notwithstanding the foregoing the covenants contained within Section II, shall be deemed amended (without necessity of execution of an amending document) upon approval of a minor amendment to PUD No. XXX by the Glenpool Planning Commission or its successors and recording of a certified copy of the minutes of the Glenpool Planning Commission or its successors with the Tulsa County Clerk.

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The covenants and restrictions contained within Section III, Private Restrictions, may be amended or terminated at any time by a written instrument signed and acknowledged by the Owner/Developer during such period that the Owner/Developer is the owner of at least one (1) Lot, or alternatively the covenants and restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of 60% of the Lots within the Subdivision. In the event of any conflict between an amendment or termination properly executed by the Owner/Developer during its ownership of at least one (1) Lot and any amendment or termination properly executed by the owners of at least 60% of the Lots, the instrument executed by the Owner/Developer shall prevail during its ownership of at least one (1) Lot. The covenants and restrictions contained within Section IV, Homeowners' Association may be amended or terminated at any time by a written instrument signed and acknowledged by the Owner/Developer during such period that the Owner/Developer is the owner of at least one (1) Lot, or alternatively the covenants and restrictions may be amended or terminated at any time by a majority vote of the members of the Homeowner' Association as evidenced by written instrument signed and acknowledged by the president of the Homeowners' Association. In the event of any conflict between an amendment or termination properly executed by the Owner/Developer during its ownership of at least one (1) Lot and any amendment or termination evidenced by an instrument properly executed by the president of the Homeowners' Association, the instrument executed by the Owner/Developer shall prevail during its ownership of at least one (1) Lot. The provisions of any instrument amending or terminating covenants as above set forth shall be effective from and after the date, it is properly recorded. No amendment or termination of a covenant or restriction shall be drafted as to affect a specific Lot(s) except as provided herein under Section II (B), Use.

D. Severability

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