

TULSA METROPOLITAN AREA PLANNING COMMISSION

INCOG - 2 West 2nd Street, Suite 800 - Tulsa, Oklahoma 74103 - (918) 584-7526 - FAX (918) 583-1024

tulsaplanning.org

☐ SUBDIVISION PLAT☒ MINOR SUBDIVISION PLAT**APPLICATION INFORMATION**RECEIVED BY: _____ DATE FILED: 11/5/2020 PLAT NAME: GLORY MEADOWS ESTATES☐ CITY ☒ COUNTYREFERRAL CITIES: GLENPOOL

SUBDIVISION PLAT SCHEDULE		REFERENCE CASES	
PUBLIC AGENCY REVIEW:	<u>11/19/20</u>	ZONING/PUD/CO CASE:	
		TMAPC DATE:	
TMAPC:	<u>12/2/20</u>	BOA CASE:	
		BOA DATE:	

SUBJECT PROPERTY INFORMATIONADDRESS OR DESCRIPTIVE LOCATION: 215 E. 171ST ST. So. TRACT SIZE: 23.9 ± acresLEGAL DESCRIPTION: SEE ATTACHED

PRESENT USE: VACANT PRESENT ZONING: AG T-R-S: 17-12-25 COUNCIL DISTRICT: _____ CO COMM DISTRICT: _____
 WATER SUPPLY: CREEK CO. RWD 2 SANITARY SEWER: AEROBIC / SEPTIC TANK
 ELECTRIC: UGE GAS: - PHONE: COX/BTC TV: _____ SCHOOL DISTRICT: GLENPOOL

INFORMATION ABOUT YOUR PROPOSAL

PROPOSED USE:

RESIDENTIAL HOMESPROPOSED ZONING: AG LOTS PROPOSED: 4 BLOCKS PROPOSED: 1

APPLICANT INFORMATION		PROPERTY OWNER INFORMATION	
NAME	<u>JR DONELSON</u>	NAME	<u>SHARON SAMUELS</u>
ADDRESS	<u>12820 S. MEMORIAL DR, #100</u>	ADDRESS	<u>17502 S. ELWOOD</u>
CITY, ST, ZIP	<u>BIXBY, OK 74008</u>	CITY, ST, ZIP	<u>MOLINDS, OK 74047</u>
DAYTIME PHONE	<u>918.394.3030</u>	DAYTIME PHONE	<u>972.832.1045</u>
EMAIL	<u>JRDON@TULSACOXMAIL.COM</u>	EMAIL	<u>SAMUELSPROPERTIES.INVESTMENT@gmail.com</u>
I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.			
SIGNATURE & DATE:	<u>JR Donelson</u>		<u>11/4/2020</u>

DOES OWNER CONSENT TO THIS APPLICATION ☒ YES ☐ NOWHAT IS APPLICANT'S RELATIONSHIP TO OWNER? AGENT

APPLICATION FEES (Make checks payable to INCOG)		PRELIMINARY PLAT DISPOSITION	
PRELIMINARY PLAT FEE:	\$1,200	TMAPC ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	
FINAL PLAT FEE:	\$900	DATE/VOTE:	
MINOR PLAT FEE:	\$650	CONDITIONS:	
TOTAL AMOUNT DUE:	\$		
RECEIPT NUMBER:			

APPLICATION FEES IN WHOLE OR PART WILL NOT BE REFUNDED AFTER NOTIFICATION HAS BEEN GIVEN.

SUBMITTAL REQUIREMENTS:Checklists for all submittals are available at tulsaplanning.org.**Preliminary Plats** – Application, Checklist, 4 folded full-size copies & PDF of plat, deed of dedication, and Conceptual Improvement Plan**Draft Final Plats** – 4 folded full-size copies & PDF**Final Plats for Signatures** – 8-10 rolled full-size copies, fully executed by owner, surveyor, and engineer

PROPERTY DESCRIPTION

Samuels Investment Properties, LLC an Oklahoma Limited Liability Corporation, ("Developer") its successor or assigns is the owner of the property platted hereby, as Lot 1, 2, 4, Block 1, before platting being described as follows: described land in Tulsa County, Oklahoma, (the "Property"), to-wit:

A tract of land within the South Half of the Southwest Quarter (S/2 SW/4) of Section 25, T-17-N, R-12-E, of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows, to-wit:

Commencing at the Southwest corner of the S/2 SW/4, Thence East and along the South line of said S/2 SW/4 a distance of 2135.1 feet to the point of beginning; Thence North a distance of 1320 feet to a point on the North line of said S/2 SW/4; Thence West along the North line of said S/2 SW/4 a distance of 452.1 feet; Thence South a distance of 793.6 feet; Thence East 422.1 feet; Thence South 526.4 feet to a point on the South line of said S/2 SW/4; Thence East and along the south line of said SW/4 a distance of 30 feet to the point of beginning.....and.....

Commencing at the Southwest corner of the S/2 SW/4, Thence East and along the South line of said S/2 SW/4 a distance of 2165.1 feet to the point of beginning; Thence North a distance of 935 feet; Thence East a distance of 474.9 feet; Thence South a distance of 935 feet to a point on the South line of the S/2 SW/4; Thence West a distance of 474.9 feet to the point of beginning.

and.....

Ralston Custom Homes, LLC an Oklahoma Limited Liability Corporation, ("Developer") its successor or assigns is the owner of the property platted hereby, as Lot 3, Block 1, before platting being described as follows: described land in Tulsa County, Oklahoma, (the "Property"), to-wit:

A tract of land within the South Half of the Southwest Quarter (S/2 SW/4) of Section 25, T-17-N, R-12-E, of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows, to-wit:

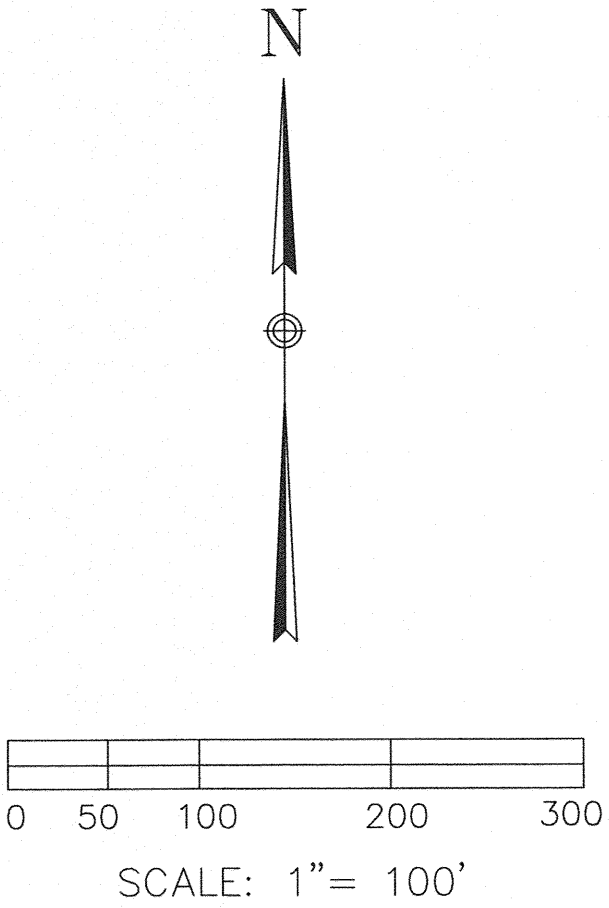
Commencing at the Southwest corner of the S/2 SW/4, Thence East and along the South line of said S/2 SW/4 a distance of 2135.1 feet to the point of beginning; Thence North a distance of 1320 feet to a point on the North line of said S/2 SW/4; Thence East along the North line of said S/2 SW/4 a distance of 504.9 feet to the Northeast corner of said S/2 SW/4; Thence South along the east line of said S/2 SW/4 a distance of 385 feet to a point 935 feet North of the Southeast corner of said S/2 SW/4; Thence West 474.9 feet; Thence South 935 feet to a point on the South line of said S/2 SW/4; Thence along said South line of the S/2 SW/4 a distance of 30 feet to the point of beginning.

PLAT No.

OWNER:
SAMUELS INVESTMENT PROPERTIES, LLC
CONTACT: SHARON SAMUELS
PHONE: 972-832-1045
EMAIL: SAMUELSPROPERTIES.INVESTMENT@GMAIL.COM
OWNER OF LOTS: 1, 2, 4, BLOCK 1

OWNER:
RALSTON CUSTOM HOMES, LLC
CONTACT: ROB RALSTON
PHONE: 918-633-3645
EMAIL:
OWNER OF LOT: 3, BLOCK 1

ENGINEER/SURVEYOR:
JR DONELSON, INC.
12820 SO. MEMORIAL DR., OFFICE 100
BIXBY, OKLAHOMA 74008
PHONE: 918-394-3030
EMAIL: JRDON@TULSACOXMAIL.COM
C.A. NO. 5611 EXP. 6-30-2021



THE BASIS OF BEARINGS FOR THE SURVEY SHOWN THEREON IS THE NORTH LINE OF SAID S/2 SW/4 S 88°45'55"W
BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE 3501 (NAD83), MEASURED IN U.S. SURVEY FEET.

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 SURVEYORS.

NOTE: ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY TULSA COUNTY AND WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN LIEU OF LEGAL DESCRIPTIONS.

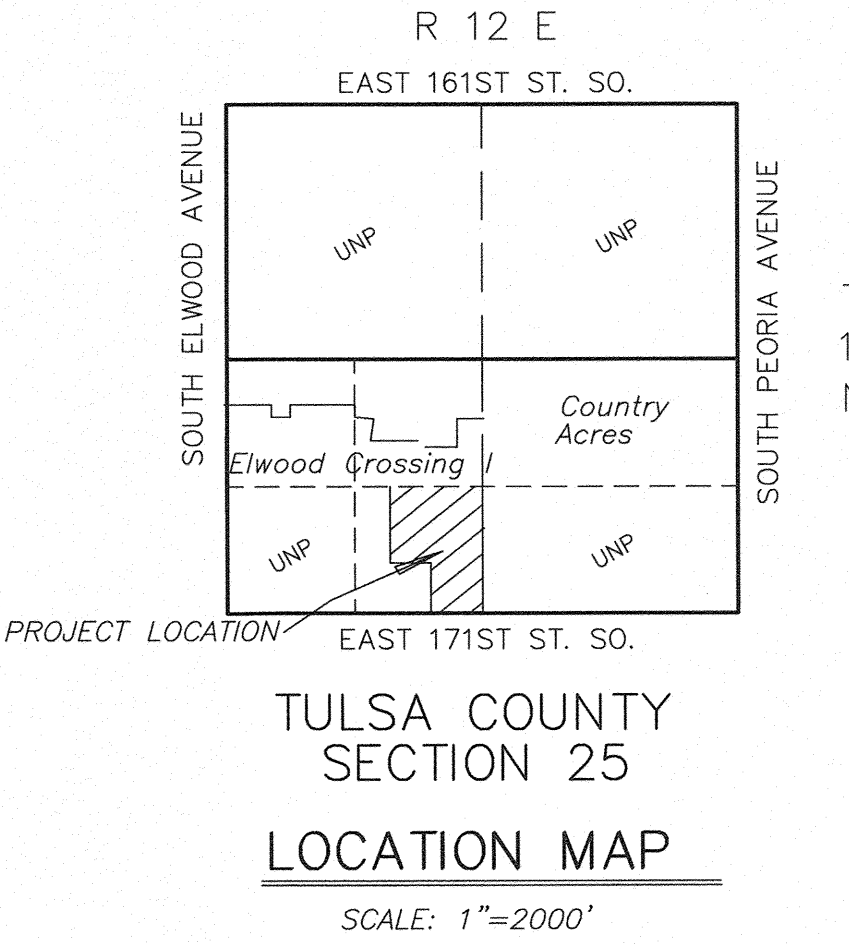
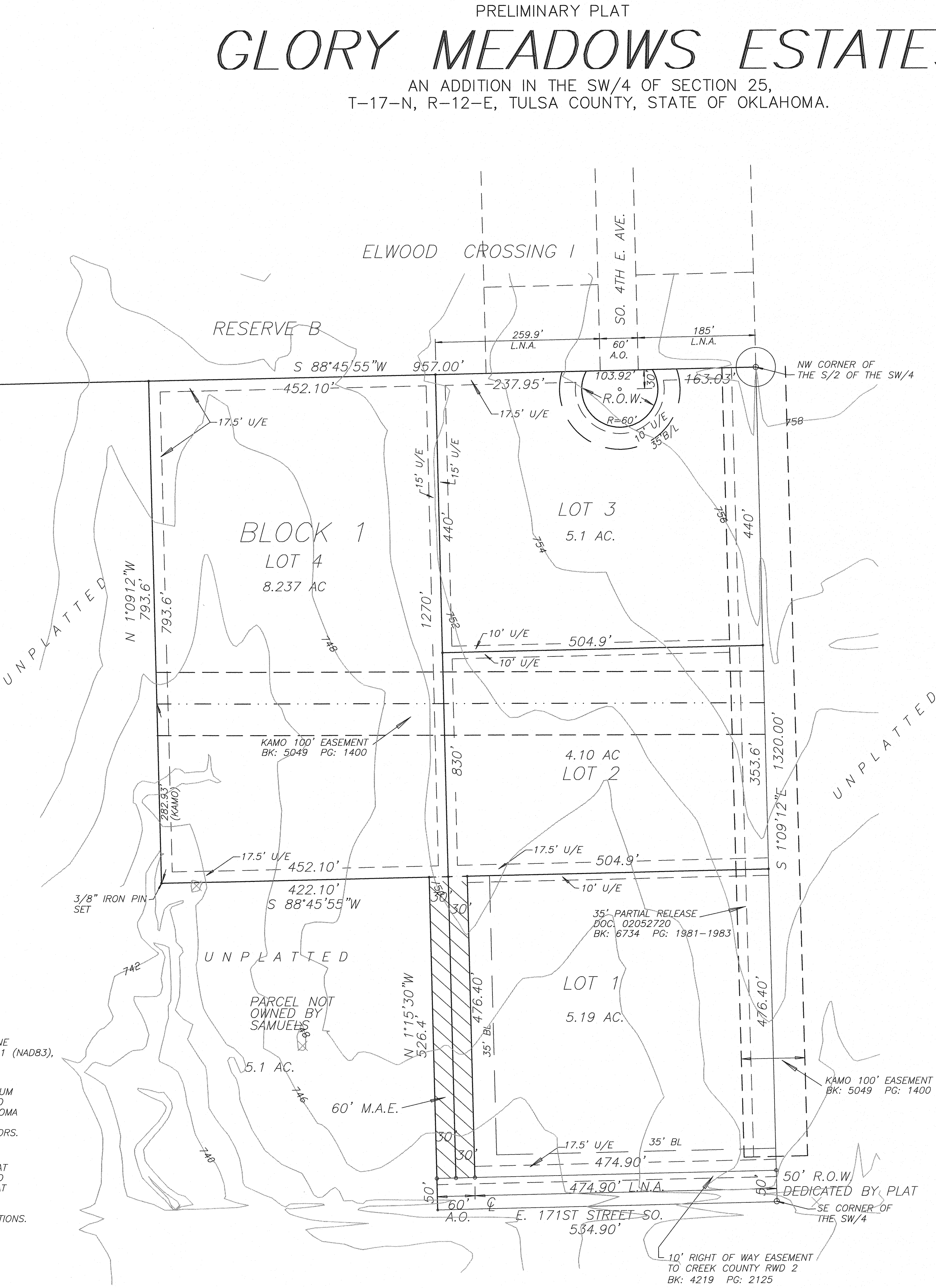
CERTIFICATE

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS

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

Dated the _____ day of _____

Deputy _____



SUBDIVISION CONTAINS:
NO. LOTS: 4, NO. BLOCKS: 1
AREA: 23.90 ACRES
FILE: C:\SAMUELS\SAMUELS10072020
DATE PREPARED: November 2, 2020

LEGEND

BL	BUILDING LINE
I.P.	IRON PIN
C	CENTER LINE
U/E	UTILITY EASEMENT
DOC.NO.	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING
FND	FOUND
ESMT	EASEMENT
SW/4	SOUTHWEST QUARTER
L.N.A.	LIMITS OF NO ACCESS
A.O.	ACCESS OPENING
ROW	RIGHT OF WAY
UNP	UNPLATTED
M.A.E.	MUTUAL ACCESS EASEMENT
o	3/8" IRON PIN SET

FINAL PLAT
ENDORSEMENT OF APPROVAL

Tulsa Metropolitan Area Planning Commission
Approval Date: _____

TMAPC/INCOG

COUNTY ENGINEER
Tulsa County Commissioner
Approval Date: _____

CHAIRMAN

The approval of this Final Plat will expire one year from the date of County Commissioners approval if not filed in the Office of the County Clerk before that date.

DEED OF DEDICATION AND RESTRICTIVE COVENANTS
GLORY MEADOWS ESTATES

KNOW ALL MEN BY THESE PRESENTS:

Samuels Investment Properties, LLC an Oklahoma Limited Liability Corporation, ("Developer") its successor or assigns is the owner of the property platted hereby, as Lot 1, 2, 4, Block 1, before platting being described as follows: described land in Tulsa County, Oklahoma, (the "Property"), to-wit:

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Commencing at the Southwest corner of the S/2 SW/4, Thence East and along the South line of said S/2 SW/4 a distance of 2165.1 feet to the point of beginning; Thence North a distance of 935 feet; Thence East a distance of 474.9 feet; Thence South a distance of 935 feet to a point on the South line of the S/2 SW/4; Thence West a distance of 474.9 feet to the point of beginning.

and.....

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The Owners have caused the above described tracts of land collectively the "Platted Property" to be surveyed, staked, platted and subdivided into four (4) lots and one (1) block, in conformity with the accompanying Plat, and has designated the subdivision as "GLORY MEADOWS ESTATES" a subdivision in Tulsa County.

NOW, THEREFORE, the Owners hereby declare that the Platted Property described above, including both the Developer Property and the Palmason Property, 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 GLORY MEADOWS ESTATES (the "Addition"). 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 Property or any part thereof, and their heirs, successors and assigns.

SECTION I. EASEMENTS AND UTILITIES

Now, therefore, the Owners hereby dedicate for the public use the easements and rights of way as shown for the several purposes of constructing, maintaining, operating, repairing, and removing or replacing any and all public utilities, including storm sewers, telephone lines, power lines and transformers, gas lines and water lines, and cable television lines, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other such appurtenances thereto with the right of ingress and egress to and upon such easements and rights of way for the uses and purposes aforesaid; provided, however that the Developer hereby reserves and is granted the right to construct, maintain, operate, lay and re-lay water lines together with the right of ingress and egress over, across and along all of the utility easement areas as shown on the plat for the purposed of furnishing services to the area included within the plat.

The Owners do hereby relinquish the rights of ingress and egress to the (4) four lots described above as property within the bounds designated as "Limits of No Access" (LNA), and shown on the plat, except as may be hereafter released, altered, or amended by the County of Tulsa and approved by the Tulsa County Planning Commission or its successors, or as otherwise provided by the Statutes and Laws of the State of Oklahoma pertaining thereto. The foregoing covenant shall be enforceable by Tulsa County, Oklahoma or its successors, and the owner(s) of each lot agrees to be bound thereby.

FURTHER, the Owners, for the purpose of providing and orderly development of the property above-described, (hereinafter referred to as GLORY MEADOWS ESTATES), and for the purpose of insuring adequate restrictions for the mutual benefit of the Owners of the platted property, their successors, grantees and assigns, assigns, do hereby impose the following restrictions and covenants, which shall be enforceable on the lots within GLORY MEADOWS ESTATES.

A. Water Service and Sanitary Sewer

In connection with the provisions for water services and aerobic sewer service all of the Lots in GLORY MEADOWS ESTATES are subject to the following covenants and restrictions, to-wit:

1. Landscape and Paving Repair: The owner of each lot shall be responsible for the repair and replacement of any landscaping and paving located within the utility easements in the event it is necessary to repair any underground water mains. No lot owner shall plant any trees or shrubbery in dedicated utility easements or right-of-way which would potentially endanger, threaten or harm any water utilities located within said easements or rights-of-way. If it is determined that any trees or shrubbery located within said easements or right-of-way, Tulsa County shall have the right to remove said trees or shrubbery upon five (5) days notice thereof at the lot owner's expense, or within such time the lot owner may remove same.

2. The owner of each lot shall be responsible for the protection of the private sanitary sewer facilities located in their lot and shall prevent the alteration of grade or any construction activity which may interfere with the sanitary sewer facility.

3. Sanitary Sewage shall be disposed of by individual on-site Oklahoma Department of Environmental Quality (ODEQ) approved aerobic sewage disposal systems. No other onsite sewage disposal systems shall be allowed without written approval from the Developer. All sewage disposal systems shall be installed and maintained in accordance with the rules and regulations set forth by the Oklahoma Department of Environmental Quality.

4. Waterlines less than 4" in diameter are private service lines and the ownership, maintenance, repair, removal and/or replacement shall be the responsibility of the property owners served by said services lines.

B. Electric, Telephone, Cable Television and Natural Gas Service.

In connection with the installation of underground electric, telephone, cable television and natural gas services, all lots are subject to the following:

1. Overhead pole lines for the supply of electric service, telephone and cable television service may be located along the South, West and East lines of the subdivision. Street light poles or standards may be served by underground cables and elsewhere throughout said addition, all supply lines including electric, telephone, cable television and gas lines, shall be located underground, in the easement ways dedicated for the general utility services on the accompanying plat. Service pedestals and transformers, as sources of supply of secondary voltages, may be located in such easement ways.

2. Except to houses on lots described in paragraph "I" above, which may be served from overhead electric service lines, telephone lines and cable television cables, underground service cables and gas service lines may be run from the nearest service pedestal, transformer or 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 such service cable or gas service line to a particular structure, the supplier of electric service, telephone service, cable television service, or gas service line to a particular structure, the supplier of the service shall thereafter be deemed to have a definitive, permanent, effective and non-exclusive right-of-way easement on each lot covering a five foot strip extending 2.5 feet on each side of such service cable or line extending from the gas main, service pedestal or transformer to the service entrance on the structure.

3. The supplier of electric, telephone, cable television and natural gas services, through their proper agents and employees, shall at all times have the right of access to all easement ways shown on the plat, or provided for in this deed of dedication for the purposes of installing, maintaining, removing, or replacing any portion of said underground electric, telephone, cable television or gas facilities installed by the supplier of the utility service.

4. The owner of each lot shall be responsible for the protection of the underground electric, telephone, cable television and natural gas facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or natural gas facilities. Each supplier of service shall be responsible for ordinary maintenance of underground electric, telephone, cable television or natural gas facilities, but the owner of each lot will pay for damage or relocation of such facilities caused or necessitated by the acts of the owner of each lot or its agents or contractors.

5. The foregoing covenants concerning underground electric, telephone, cable television and natural gas facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service, the developer and the owner of each lot agrees to be bound hereby.

C. Paving and Landscaping Within Easements.

The owner of each lot shall be responsible for the repair and replacement of any landscaping and paving located within the utility easements in the event it is necessary to repair any underground water mains or public storm sewer. No lot owner shall plant any trees or shrubbery in dedicated utility easements or right-of-way which would potentially endanger, threaten, or harm any public utilities located within said easements or rights-of-way. If it is determined that any trees or shrubbery located within said easements or rights-of-way, Tulsa County or the suppliers of electric, telephone, cable television or gas service within the Property shall have the right to remove said trees or shrubbery upon five (5) days notice thereof at the lot owner's expense, or within such time the lot owner may remove same.

E. Storm Sewer

1. Tulsa County, or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all storm sewer easements for the purpose of installing, maintaining, removing or replacing any portion of the underground storm sewer system.

2. Tulsa County, or its successors, shall be responsible for ordinary maintenance of the public storm sewer system, but the owner of each lot will pay for damage or relocation of such system caused or necessitated by acts of the owner of each lot or its agents or contractors.

3. The owner of each lot shall be responsible for the protection of the storm sewer located on their lot and shall prevent the alteration of grade or any construction activity which may interfere with said storm sewer. Within the utility easement areas depicted on the accompanying plat, the alteration of grade from the contours existing upon the completion of the installation of storm sewer, or any construction activity which would interfere with storm, shall be prohibited.

4. The foregoing covenants concerning the public storm sewer system shall be enforceable by Tulsa County, or its successor or the developer, and the owner of each lot agrees to be bound hereby.

SECTION II. RESTRICTIONS AND PROTECTIVE COVENANTS

For the purpose of providing an orderly development of the Addition and for maintaining conformity of the improvements therein, the following restrictions and covenants are hereby imposed upon the use and occupancy of the lots within the Addition.

ARCHITECTURAL GUIDELINES

A. DEVELOPER and its successor(s) or assigns, shall have the following right, power and authority:

- To approve all plans for any structure to be built on any lot;
- To be responsible for interpreting the development and construction standards contained herein;
- No building or improvements may be commenced on the Restricted Lots without first obtaining the written approval from Tulsa County and the Developer. The architectural plans to be submitted and approved by Tulsa County and the Developer shall include, at a minimum, the following with regard to each improvement to be constructed on any lot in the addition:

- An accurate site plan;
- An accurate floor plan;
- All exterior elevations;
- Any other plans or information requiring the approval of Tulsa County or its representatives pursuant to Section I of this Deed of Dedication.

4. The Developer its successor(s) or assigns shall have the right to enter upon any lot and any dwelling or improvements on the Restricted Lots at any time during construction, with or without notice to the lot owner or his contractors, for the purpose of inspecting any improvements being constructed thereon, to determine if said improvements are in compliance with the approved plans and specifications, the architectural guidelines and the covenants.

5. No Warranty as to Plans. Notwithstanding anything herein to the contrary, the Developer, its successor(s) or assigns 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 any buildings plans shall not be deemed a waiver of any restrictions unless the Developer its successor(s) or assigns is herein authorized to grant the waiver. It is the responsibility of each lot owner, and not the Developer its successor(s) or assigns, to insure that subject lot, and all improvements thereto, are and shall be in full compliance with all relevant codes, standards and requirements and covenants and restrictions imposed upon the Addition.

B. RESIDENTIAL DWELLING AND LOT IMPROVEMENTS. In addition to the architectural guidelines provided hereon, the following standards shall apply to all dwellings and improvements on the Restricted Lots.

- Dwellings. Unless waived by the Developer in writing, the following standards shall apply to all dwellings on the Restricted Lots:
 - Dwelling Size. All single story dwellings shall have a minimum living space of at least 2,200 square feet. Dwelling in excess of a single story shall have a minimum living space of 1,500 square feet at the lower level and a total minimum living space of at least 2,200 square feet. Square footage shall be computed on measurements over brick of the living space exclusive of porches, patios, and garages.

- Masonry. All dwellings shall have at least seventy percent (70%) of exterior walls thereof comprised of masonry. The front exterior walls of the dwelling shall be comprised of brick, stone or stucco to the first floor plate line; 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. The Developer reserves the right to permit dryvit brand or similar exterior construction material in lieu of brick, stone or stucco. All exposed foundations shall be of masonry, brick, stone or stucco.

- Patio Covers and Carports. All patio covers and carports 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.

- Driveways. All driveways into a lot from any street or highway shall not be less than twelve (12) feet in width and shall extend to the edge of the street or E. 171st Street South.

The drainage culverts underneath the driveways adjacent to a street or E. 171st Street South shall be made of CGMP or HDPE pipe or equal to or better and the ends of such culverts shall not extend beyond the headwalls. All culverts adjacent to a street, shall be carefully set on grade so as to permit the free flow of storm water through the culvert.

- Roof Materials, Pitch. The roof of the dwelling shall have a pitch of at least 8/12 over 75 percent of the total roof area, and none of the roof area shall have a pitch of less than 6/12. Roof materials shall be Heritage II or equal composition shingles and/or metal roofs and shall be dark earth tone in color to resemble weathered wood. All external roof vents and plumbing shall be painted to match the color of the dwelling.

- Chimney. All chimneys shall contain a brick veneer or masonry conforming to the dwelling up to the bottom plate-line.

- Vents and Chimney Caps. All exposed sheet metal flashings, vent pipes and chimney caps shall be painted.

- Set-back Lines. 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:	50 feet
Side yard:	25 feet
Other side yard:	25 feet
Backyard:	25 feet

- Outbuildings. All outbuildings shall be erected and maintained even with or behind the front line of the residence. All outbuildings are to be constructed of colored metal, masonry, brick, stone, wood or stucco. No existing or off-site built structure shall be moved onto or placed on any lot unless approved in writing by the Developer, his successor(s) or assigns. Outbuildings greater than 5000 sf must be approved by the Developer, its successor(s) or assigns and Tulsa County.

- No mobile homes or manufactured housing units shall be maintained, allowed, or permitted on any lot in 'GLORY MEADOWS ESTATES'.

- No structure of a temporary character, trailer, basement, shack, garage, barn or other outbuilding erected on any lot in 'GLORY MEADOWS ESTATES', shall be used as a residence; except, however, lodging quarters in a barn or other outbuilding may be used occasionally for lodging purposes and/or may be used for residential purposes for no more than two (2) continuous years, total, including during the construction of a single family residence on the lot, which shall take no more than one (1) year.

- Antennae. No television, radio, or other antennae, and no reception devices exceeding eighteen (18) inches in diameter shall be constructed or maintained on any lot. Cellular towers or other communications facilities of substantial size are prohibited.

C. LOT USE AND RESTRICTIONS.

- Lot Use. Restricted Lots shall be used only for residential single-family purposes. No lot shall be used for any business, commercial or manufacturing purpose; provided, however, the Developer may permit a model home or similar sales office to be implemented and maintained by a builder for a fixed time period, at the Developer's sole discretion. No Restricted 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 residential lot which exceeds three (3) stories in height. Structures not meeting a specific building code identified by Tulsa County may not be constructed on any lot.

- Noise/Nuisance. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Restricted Lot which may be or may become an annoyance or nuisance to the Addition. 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 Restricted Lot. Activities expressly prohibited, are those which may be offensive by reason of odor, fumes, dust, smoke, noise, vibration, or pollution, or which are hazardous by reason of excessive danger, fire, or explosion.

3. Animals.

Horses and cattle may be maintained, pastured and kept on a Restricted Lot. Animals shall not be kept, bred or maintained for any commercial purposes and shall not be permitted on any lot which does not contain a dwelling being used as a residence. Hogs/pigs are not allowed to be kept on any lot.

4. Lot Maintenance. All residential lots shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the owner or occupant of all Restricted Lots shall keep all weeds and grass thereon cut and shall in no event use any residential lot for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon. All yard equipment or storage piles shall be kept screened from view of neighboring lots, streets, or other property.

5. Wind Generators. No wind generators shall be installed on any Restricted Lot.

6. Swimming Pools. Above-ground pools are prohibited, unless approved by the Developer. All pool service equipment shall be fenced.

7. Clothes Lines. The drying of clothes in public view is prohibited.

8. Aircraft. No helicopters, hovercraft, or other aircraft shall be landed, stored or parked on a Restricted Lot.

9. Storage. No outside storage or keeping of building materials, or salvage shall be permitted. Building materials may be stored for a period of thirty (30) days prior to the start of construction. Construction shall be completed within nine (9) months after the pouring of the footing. Inoperative vehicles or machinery shall be stored in an enclosed garage.

10. Vehicles
A maximum of (2) recreational vehicles, travel trailers and boats, or any combination thereof (collectively Recreational Vehicles) shall be stored outside on any Lot. The same shall be stored or parked for extended periods of time even with or behind the residence. Recreational vehicles in excess of two (2), must be stored in an enclosed garage or outbuilding.

11. Signs. No sign of any kind shall be displayed to the public view on any residential lot, except one sign of not more than twelve (12) square feet.

12. Waste. No residential 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 Restricted Lots shall be kept in a clean, neat and orderly manner. All residential lots and all easements thereon shall be kept clean, neat and mowed to the street.

13. Compliance with Code. All lots are subject to the applicable uses, and other restrictions, building codes and requirements of Tulsa County.

SECTION III. DEVELOPER'S RESERVED RIGHTS

1. In General. In addition to any rights or powers reserved or granted to the Developer under the provisions of this GLORY MEADOWS ESTATES Deed of Dedication, the Developer shall have the rights and powers set forth in this Section III. Anything in this Deed of Dedication to the contrary notwithstanding, the provisions set forth in Article shall govern. The authority granted to the Developer by this Section III shall terminate and be of no further force and effect at such time as Developer has conveyed all of the lots in GLORY MEADOWS ESTATES.

2. Promotion of GLORY MEADOWS ESTATES. In connection with the promotion, sale of lot or any improvements upon any property in GLORY MEADOWS ESTATES. (A) Developer shall have the right and power, within its sole discretion, to construct on any unsold lot, such temporary or permanent improvements, or to do such acts or other things in, or to such Property as Developer may determine to be necessary including, without limitation, the right to construct and maintain model homes, sales or leasing offices, parking area, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as Developer may deem advisable.

3. Construction on the Property Within the Addition. Developer is hereby granted the right and power to make such improvements to any unsold Lot within the Addition as Developer deems to be necessary or appropriate. Developer may permit such builders and other contractors access to and upon the unsold lots as Developer may wish and subject to such limitation and condition as Developer may require. Developer and its respective agents and contractors shall have the right of ingress, egress and parking on such unsold lots and the right to store construction equipment and materials thereon unsold lots without the payment of any fee or charge whatsoever.

4. Other Rights. Developer shall have the right and power to execute all documents and do all other acts and things affecting Lots in GLORY MEADOWS ESTATES, which the Developer determines are necessary or desirable in connection with any matter under this Deed of Dedication.

SECTION IV. ENFORCEMENT

1. SEVERABILITY

If any court should determine any provision is invalid or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications of this Plat, Deed of Dedication and Restrictive Covenants.

2. ENFORCEMENT

Every owner and occupant of a lot shall comply with the applicable provisions of this Plat, Deed of Dedication and Restrictive Covenants, as provided by the preamble of Section II above.

3. CORRECTION ASSESSMENT.

In the event that the owner of any lot shall violate any applicable covenant herein, the Developer 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 to remedy the violations(s). The cost for curing the violations(s) shall thereupon be assessed against the lot and shall be a lien on such lot, which may be enforced and foreclosed pursuant to the provisions of 42 Oklahoma Statutes Sections.

SECTION V. MISCELLANEOUS, AMENDMENT

1. NO WAIVER

The failure of the Developer, Owners, 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.

2. 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.

3. DISCLAIMER OF WARRANTY

Except as expressly provided in writing, Owners make no warranty, expressed or implied, regarding the addition, including (without limitation) any improvements thereon, the sufficiency of utilities, the improvement, including without limitation any express or implied warranty of merchantability, habitability, fitness or suitability for any particular purpose or use, or any warranty of quality.

4. BINDING EFFECT; AMENDMENT

The covenants, conditions and restrictions of this declaration shall run with the land, and shall be binding upon all parties and all persons claiming under them, and shall injure to the benefit of and be enforceable by the Developer, and the owner of any lot, their respective legal representatives, heirs, successors and assigns, for a term of fifteen (15) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive period 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 fifteen (15) year period by an instrument signed by the Developer, its successor(s) or assigns and thereafter at any time by an instrument signed by the Developer, its successor(s) or assigns, so long as Developer owns a lot.

5. SPECIAL AMENDMENT.

This Plat, Deed of Dedication and Restrictive Covenants (the "Declaration") may be amended unilaterally by Developer 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 Developer 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 Developer 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 Developer to make, execute and record such amendments. The right and power of the Developer to make such amendments hereunder shall terminate at such time as Developer has sold and conveyed all of its lots in the addition.

In witness whereof, Darin Samuels and Sharon Samuels owners of Lots 1, 2 and 4, Block 1, have executed this instrument this _____day of _____, 2021.

Samuels Investment Properties, LLC
an Oklahoma Limited Liability Corporation

Samuels Investment Properties, LLC
an Oklahoma Limited Liability Corporation

BY: _____
Darin Samuels, Manager
Owners of Lots 1, 2, 4, Block 1

BY: _____
Sharon Samuels, Manager
Owners of Lots 1, 2, 4, Block 1

STATE OF OKLAHOMA)

) SS.

COUNTY OF TULSA)

Before me, a notary public in and for said state and county, on this _____ day of _____, 2021 personally appeared Darin Samuels, manager and Sharon Samuels, manager, of Samuels Investment Properties, LLC, to me known to be the identical persons who subscribed the name of Samuels Investment Properties, LLC, an Oklahoma Limited Liability Corporation, to the foregoing instrument as, Managers, and acknowledged to me that they executed the same as their free and voluntary act and deed and the free and voluntary act of such company for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My commission expires: _____

Commission No. _____:

In witness whereof, Rob Ralston, owner of Lot 3, Block 1, has executed this instrument this _____ day of _____, 2021.

Ralston Custom Homes, LLC, an
Oklahoma Limited Liability Corporation

BY: _____
Rob Ralston, Manager
Owner of Lots 3, Block 1

STATE OF OKLAHOMA)

) SS.

COUNTY OF TULSA)

Before me, a notary public in and for said state and county, on this _____ day of _____, 2021 personally appeared Rob Ralston, manager of Ralston Custom Homes, LLC, to me known to be the identical person who subscribed the name of Ralston Custom Homes, LLC, an Oklahoma Limited Liability Corporation, to the foregoing instrument as Manager, and acknowledged to me that he executed the same as his free and voluntary act and deed and the free and voluntary act of such company for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My commission expires: _____

Commission No. _____:

SURVEYORS CERTIFICATE

I, Charles K. Howard, a Registered Land Surveyor in the State of Oklahoma, hereby certifies that I have fully complied with the requirements of this regulation and the subdivision laws of the State of Oklahoma governing surveying, dividing and mapping of the land; that the plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it; and, that the plat represents a survey made under my direct supervision.

WITNESS my hand and seal this _____day of _____, 2021

Charles K. Howard, P.L.S. #297

STATE OF OKLAHOMA)

)SS

COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____day of _____, 2021 personally appeared Charles K. Howard to me known to be the identical person who executed the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under me hand and seal the day and year last above written.

Notary Public

My Commission expires: _____