Tulsa County Clerk - EARLENE WILSON
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Receipt # 923968 05/10/07 16:13:48
Fee 30.00
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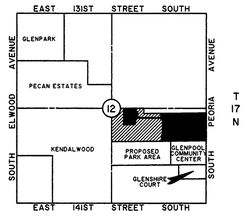
GLENN ABBEY
BLOCKS 1 THRU 6

AN ADITION TO THE CITY OF GLENPOOL, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 12, TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF.

OWNER:
GLEN ABBY CORP.
5711 EAST 71st STREET SOUTH
SUITE 120
TULSA, OKLAHOMA 74136
TEL. (918) 494-4004
STEPHEN MURPHY - PRESIDENT

ENGINEER:
COX & ASSOCIATES, INC.
7935 EAST 57th STREET SOUTH
TULSA, OKLAHOMA 74145
TEL. 9918) 664-3337
Certificate of Authorization No. 561
Expiration: 6-30-08

R 12 E
T 17 N



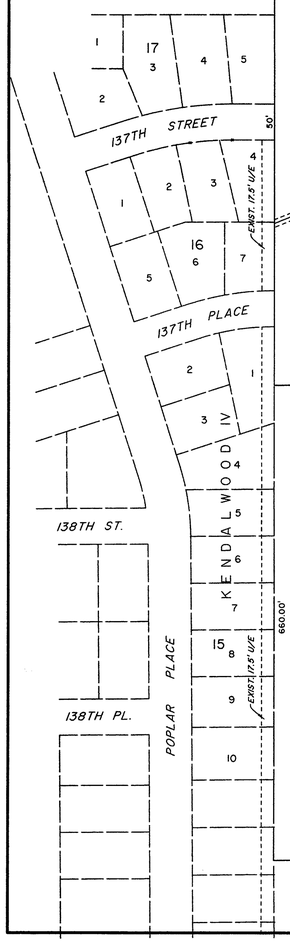
LOCATION MAP
SCALE: 1"=2000'

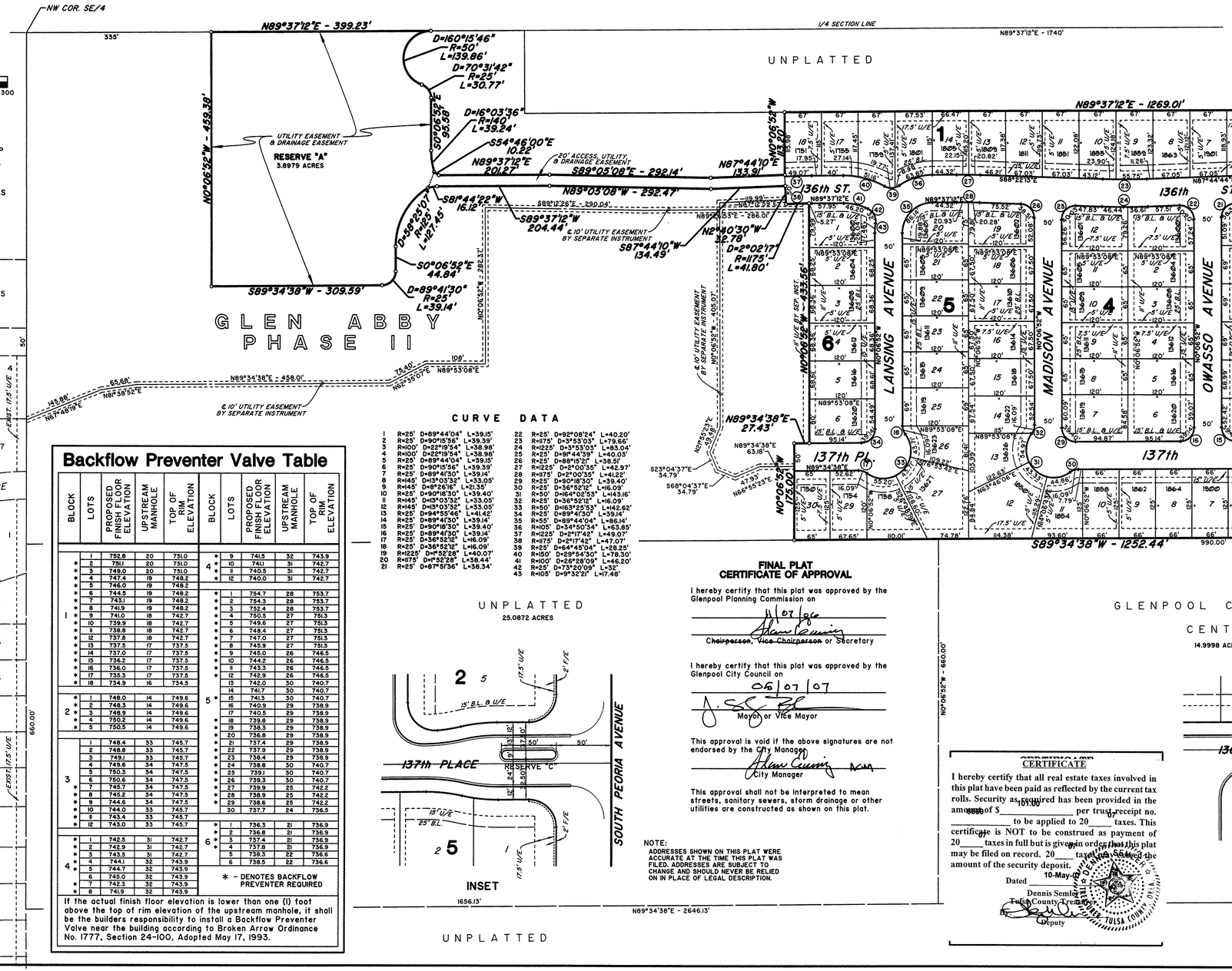


SCALE: 1" = 100'

83 LOTS
26.2114 ACRES

LEGEND
o - DENOTES 3/8" IRON PIN W/ COX CAP
B.L. - DENOTES BUILDING LINE
D/E - DENOTES DRAINAGE EASEMENT
U/E - DENOTES UTILITY EASEMENT
L.A. - DENOTES LIMITS OF ACCESS
L.N.A. - DENOTES LIMITS OF NO ACCESS
F/E - DENOTES FENCE EASEMENT





Backflow Preventer Valve Table

BLOCK	LOTS	PROPOSED FINISH FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION
1	* 1	752.8	20	751.0
	* 2	751.1	20	751.0
	* 3	749.0	20	751.0
	* 4	747.4	19	748.2
	* 5	746.0	19	748.2
	* 6	744.5	19	748.2
	* 7	743.1	19	748.2
	* 8	741.9	19	748.2
	* 9	741.0	18	742.7
	* 10	739.9	18	742.7
	* 11	738.8	18	742.7
	* 12	737.8	18	742.7
	* 13	737.5	17	737.5
	* 14	737.0	17	737.5
	* 15	736.2	17	737.5
	* 16	736.0	17	737.5
	* 17	735.3	17	737.5
	* 18	734.9	16	734.5
2	* 1	748.0	14	749.6
	* 2	748.3	14	749.6
	* 3	748.9	14	749.6
	* 4	750.2	14	749.6
	* 5	750.5	14	749.6
3	1	748.4	33	745.7
	2	748.8	33	745.7
	3	749.1	33	745.7
	4	749.6	34	747.5
	5	750.3	34	747.5
	6	750.6	34	747.5
	* 7	745.7	34	747.5
	* 8	745.2	34	747.5
	* 9	744.6	34	747.5
	* 10	744.0	33	745.7
	* 11	743.4	33	745.7
	* 12	743.0	33	745.7
4	* 1	742.5	31	742.7
	* 2	742.9	31	742.7
	* 3	743.5	31	742.7
	* 4	744.1	32	743.9
	* 5	744.7	32	743.9
	6	745.0	32	743.9
	* 7	742.3	32	743.9
	* 8	741.9	32	743.9
4	* 9	741.5	32	743.9
	* 10	741.1	31	742.7
	* 11	740.5	31	742.7
	* 12	740.0	31	742.7
5	* 1	754.7	28	753.7
	* 2	754.3	28	753.7
	* 3	752.4	28	753.7
	* 4	750.5	27	751.3
	* 5	749.6	27	751.3
	* 6	748.4	27	751.3
	* 7	747.0	27	751.3
	* 8	745.9	27	751.3
	* 9	745.0	26	746.5
	* 10	744.2	26	746.5
	* 11	743.3	26	746.5
	* 12	742.9	26	746.5
	13	742.0	30	740.7
	14	741.7	30	740.7
	* 15	741.3	30	740.7
	16	740.9	29	738.9
	17	740.5	29	738.9
	* 18	739.8	29	738.9
	* 19	738.3	29	738.9
	* 20	736.8	29	738.9
	* 21	737.4	29	738.9
	* 22	737.9	29	738.9
	* 23	738.4	29	738.9
	* 24	738.8	30	740.7
	* 25	739.1	30	740.7
	* 26	739.3	30	740.7
	* 27	739.9	25	742.2
	* 28	738.9	25	742.2
	* 29	738.6	25	742.2
	30	737.7	24	736.5
6	* 1	736.3	21	736.9
	* 2	736.8	21	736.9
	* 3	737.4	21	736.9
	* 4	737.8	21	736.9
	5	738.3	22	736.6
	6	738.5	22	736.6

* - DENOTES BACKFLOW PREVENTER REQUIRED

If the actual finish floor elevation is lower than one (1) foot above the top of rim elevation of the upstream manhole, it shall be the builders responsibility to install a Backflow Preventer Valve near the building according to Broken Arrow Ordinance No. 1777, Section 24-100, Adopted May 17, 1993.

CURVE DATA

1	R=25'	D=89°44'04"	L=39.15'
2	R=25'	D=90°15'56"	L=39.39'
3	R=100'	D=22°19'54"	L=38.98'
4	R=100'	D=22°19'54"	L=38.98'
5	R=25'	D=89°44'04"	L=39.15'
6	R=25'	D=90°15'56"	L=39.39'
7	R=25'	D=89°41'30"	L=39.14'
8	R=145'	D=13°03'32"	L=33.05'
9	R=145'	D=9°56'16"	L=21.36'
10	R=25'	D=90°16'30"	L=39.40'
11	R=145'	D=13°03'32"	L=33.05'
12	R=145'	D=13°03'32"	L=33.05'
13	R=25'	D=94°55'46"	L=41.42'
14	R=25'	D=89°41'30"	L=39.14'
15	R=25'	D=90°18'30"	L=39.40'
16	R=25'	D=89°41'30"	L=39.14'
17	R=25'	D=36°52'12"	L=16.09'
18	R=25'	D=36°52'12"	L=16.09'
19	R=225'	D=4°52'28"	L=40.07'
20	R=1175'	D=4°52'28"	L=38.44'
21	R=25'	D=87°51'36"	L=38.34'
22	R=25'	D=92°08'24"	L=40.20'
23	R=1175'	D=3°53'03"	L=79.66'
24	R=1225'	D=3°53'03"	L=83.04'
25	R=25'	D=9°44'39"	L=40.03'
26	R=25'	D=88°15'21"	L=38.51'
27	R=1225'	D=2°00'35"	L=42.97'
28	R=1175'	D=2°00'35"	L=41.22'
29	R=25'	D=90°18'30"	L=39.40'
30	R=25'	D=36°52'12"	L=16.09'
31	R=50'	D=164°02'53"	L=143.16'
32	R=25'	D=36°52'12"	L=16.09'
33	R=50'	D=163°25'53"	L=142.62'
34	R=25'	D=89°41'30"	L=39.14'
35	R=55'	D=89°44'04"	L=86.14'
36	R=105'	D=34°50'34"	L=63.85'
37	R=1225'	D=2°17'42"	L=49.07'
38	R=1175'	D=2°17'42"	L=47.07'
39	R=25'	D=64°45'04"	L=28.25'
40	R=150'	D=29°54'30"	L=78.30'
41	R=100'	D=26°28'09"	L=46.20'
42	R=25'	D=73°20'09"	L=32'
43	R=105'	D=9°32'21"	L=17.48'

UNPLATTED
25.0872 ACRES

INSET

1656.13'

N89°34'38"E - 2646.13'

UNPLATTED

FINAL PLAT CERTIFICATE OF APPROVAL

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

05/07/07

Chairperson, Vice-Chairperson or Secretary

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

05/07/07

Mayor or Vice Mayor

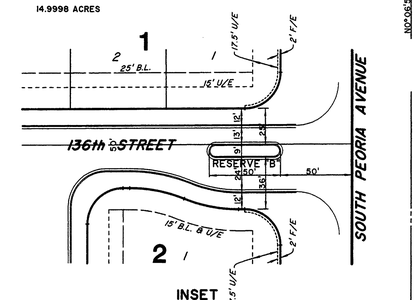
This approval is void if the above signatures are not endorsed by the City Manager.

City Manager

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

NOTE:
ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION.

GLENPOOL COMMUNITY CENTER
14.9998 ACRES



INSET

990.00'

N0°06'52"W - 660.00'

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of $ 101.00 per trust receipt no. 6886 to be applied to 20 07 taxes. This certificate is NOT to be construed as payment of 20 07 taxes in full but is given in order that this plat may be filed on record. 20 07 taxes shall be paid the amount of the security deposit.

Dated 10-May-07

Dennis Semler
Tulsa County Treasurer

By Deputy

March 9, 2007

03I107PHI

GLENN ABBEY
BLOCKS 1 THRU 6

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

GLEN ABBY CORP., an Oklahoma Corporation, hereinafter referred to as the "Owner and/or 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 lying in the SE/4 of Section 12, Township 17 North, Range 12 East, of the Indian Base and Meridian, Tulsa County, State of Oklahoma, being more particularly described as follows, to-wit:

Commencing at the Northeast corner of said SE/4; thence S0°06'52"E along the East boundary of said SE/4 a distance of 150.00 feet to the Point of Beginning; thence S0°06'52"E along the East boundary of said SE/4 a distance of 772.66 feet; thence S89°34'38"W a distance of 1252.44 feet; thence N0°06'52"W a distance of 1175.00 feet; thence N89°34'38"E a distance of 27.43 feet; thence N0°06'52"W a distance of 433.56 feet; thence S89°21'47"W a distance of 0.00 feet to a point of curve; thence Southwesterly on a curve to the left, having a radius of 1175.00 feet, a central angle of 2°02'17" for a distance of 41.80 feet; thence N2°40'30"W a distance of 32.78 feet; thence S87°44'10"W a distance of 134.49 feet; thence N89°05'08"W a distance of 292.47 feet; thence S89°37'12"W a distance of 204.44 feet; thence S81°44'22"W a distance of 16.12 feet; thence S58°18'15"W a distance of 0.00 feet to a point of curve; thence Southwesterly on a curve to the left having a radius of 125.00 feet, a central angle of 58°25'07" for a distance of 127.45 feet to a point of tangent; thence S0°06'52"E a distance of 44.84 feet to a point of curve; thence Southwesterly on a curve to the right, having a radius of 25.00 feet, a central angle of 89°41'30" for a distance of 39.14 feet to a point of tangent; thence S89°34'38"W a distance of 309.59 feet; thence N0°06'52"W a distance of 459.38 feet to a point in the North boundary of said SE/4, a distance of 335.00 feet from the Northwest corner of said SE/4; thence N89°37'12"E along the North boundary of said SE/4 a distance of 399.23 feet; thence S89°37'12"W a distance of 0.00 feet to a point of curve; thence Southwesterly and Southeasterly on a curve to the left, having a radius of 50.00 feet; a central angle of 160°15'46" for a distance of 139.86 feet to a point of reverse curve; thence Southeasterly on a curve to the right, having a radius of 25.00 feet, a central angle of 70°31'42" for a distance of 30.77 feet to a point of tangent; thence S0°06'52"E a distance of 95.58 feet to a point of curve; thence Southeasterly on a curve to the left, having a central angle of 16°03'36" for a distance of 39.24 feet; thence S54°46'00"E a distance of 10.22 feet; thence N89°37'12"E a distance of 201.27 feet; thence S89°05'08"E a distance of 292.14 feet; thence N87°44'10"E a distance of 133.91 feet; thence N0°06'52"W a distance of 113.20 feet to a point; thence N89°37'12"E and parallel to the North boundary of said SE/4 a distance of 1269.01 feet to the Point of Beginning, containing 26.2114 Acres, more or less.

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 has designated the subdivision as "GLENN ABBEY, Blocks 1 thru 6", an Addition to the City of Glenpool, Tulsa County, Oklahoma.

SECTION I

STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements:

The Owner/Developer does hereby dedicate for public use the streets, as designated 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 and right-of ways for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all of the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the City of Glenpool, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing and landscaping.

B. Underground Service:

1. Overhead lines for the supply of electric, telephone and cable television services may be located within the perimeter easements of the subdivision. Street light poles or standards shall be served by underground cable and elsewhere throughout the subdivision all supply lines shall be located underground in the streets and easement ways dedicated for general utility services as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in easement ways.

2. Underground service cables and gas lines to all structures which may be located within the subdivision may be run from the nearest service pedestal or transformer or 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 cable or gas line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent and effective easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable or gas line, extending from the service pedestal, transformer or gas main to the service entrance on the structure.

3. The supplier of gas, electric, telephone and cable television services, through its agents and employees, shall at all times have the right of access to all easement ways shown on the plat or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground gas, electric, telephone or cable television facilities installed by the supplier of the utility service.

4. The owner of the Residential Lot shall be responsible for the protection of the underground service facilities located on his lot and shall prevent the alteration of grade or any construction activity which would interfere with the gas, 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 gas, electric, telephone or cable television service and the owner of the lot agrees to be bound hereby.

C. Water and Sewer Service:

1. The owner of the Residential Lot shall be responsible for the protection of the public water and sewer mains located on his lot.

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 or sewer main, or any construction activity which would interfere with public water and sewer mains, shall be prohibited.

3. The City of Glenpool, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public storm sewer, water mains and sanitary sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.

4. The City of Glenpool, Oklahoma, or its successors, shall at all times have right of access to all easement ways 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, sanitary sewer or storm 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 the owner of the lot agrees to be bound hereby

D. Surface Drainage:

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

E. Limits of No Access:

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to South Peoria Avenue within the bounds designated as "Limits of No Access" (L.N.A.) on the accompanying plat, which "Limits of No Access" may be amended or released by the Glenpool Planning Commission, or its successor, and with the approval of the City of Glenpool, Oklahoma, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto, and the limits of no access above established shall be enforceable by the City of Glenpool, Oklahoma.

F. Paving and Landscaping Within Easements:

The owner of the Residential Lot 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 restricted water line, sewer line or utility easement areas depicted upon the accompanying plat, provided however, the City of Glenpool, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

G. Reserve Area "A":

1. EASEMENT IN COMMON AREAS: Declarant hereby dedicates and conveys to each owner a right and easement of enjoyment in and to the common areas; Provided, however, no common areas may be used for recreation, hiking, nature study, picnicking or other uses except as authorized from time to time by the board. Said right and easement shall not be personal but shall be considered to be appurtenant to said Lots, whether specifically set forth in deeds to the Lots or not. Declarant hereby covenants for itself, its successors and assigns, that it will convey by special warranty deed, at such time as declarant no longer owns any Lot, or such earlier date as declarant shall determine in its sole discretion, a fee simple title to the common areas to the Association, free and clear of all encumbrances and liens except any current Ad Valero or special assessment taxes. The Association shall accept title to such common areas together with the responsibility to perform any and all functions and duties associated therewith, including the responsibility for the payment of taxes and insurance on the common areas and for the proper maintenance of the open spaces. The title to the common areas vested in the Association shall be subject to the rights and easements of enjoyment in and to such common areas by its members.

2. DESCRIPTION OF COMMON AREA, THE COMMON AREA CONSISTS OF THE FOLLOWING REAL ESTATE: Reserve Area "A", "B", "C" and "D" as shown on the final plat.

3. RESERVATION OF RIGHTS IN COMMON AREAS: Not withstanding any other provision of this declaration, declarant reserves the right to grant easements within the common areas for the installation, repair and maintenance of water mains, sewers, drainage course, public walkways and other public utilities, provided that such utilities shall be installed in such a manner so as to minimize damage to the natural features of the common areas.

4. Drainage facilities constructed in Reserve Area "A" shall be in accordance with the adopted standards of the City of Glenpool, Oklahoma, and plans and specifications approved by the City of Glenpool, Oklahoma.

5. No fence, wall, building or other obstruction may be placed or maintained in Reserve Area "A", nor shall there be any alteration of the grades or contours in the Easement Area unless approved by the City of Glenpool. Provided, however, that the planting of turf or single trunk trees have a caliper of not less than two and one-half (2 1/2) inches shall not require the approval of the City of Glenpool, Oklahoma.

6. Reserve Area "A" shall be maintained by the GLENN ABBEY Homeowners Association in accordance with standards prescribed by the City of Glenpool, Oklahoma. GLENN ABBEY Homeowners Association or its designated contractor may enter the Easement Area and perform maintenance necessary to the achievement of the intended drainage function and may remove any obstructions or correct any alteration of grade or contour, and the cost thereof shall be paid by the GLENN ABBEY Homeowners Association.

7. No vehicular access is allowed in Reserve Area "A" except for maintenance vehicles. The area shall be signed accordingly.

SECTION II

DEVELOPMENT RESTRICTIONS

A. Residential Development Area:

Lots 1 through 18, Block 1; Lots 1 through 5, Block 2; Lots 1 through 12, Block 3; Lots 1 through 12, Block 4; Lots 1 through 30, Block 5 and Lots 1 through 6, Block 6 (referred to herein as the "Residential Development Area") shall be subject to the following restrictions and limitations:

1. Use:

All Lots in said Subdivision shall only be used for single-family residences.

The use of the Residential Lots shall be limited to detached single family residential purposes, having an attached garage providing space of a minimum of two automobiles. The use of Reserve "A" shall be limited to Non-Residential, Stormwater Detention Use, and Park and Recreational uses.

2. Fronting and Access Limitation:

Each dwelling shall front a dedicated public street.

3. Yards and Setbacks:

a. Street Setback: No building shall be erected nearer to a public street than the building setback lines depicted on the accompanying plat.

Garage facing side streets having a 15 feet building line shall be set back 25 feet from the property line. The front of the house must face the most restrictive building line.

b. Rear Yard: The minimum rear yard shall not be less than 20 feet in width.

c. Side Yard: The minimum side yard shall not be less than 5.0 feet nor the width of any utility easement located within the Residential Lot and along the side lot line.

d. Dwelling Separation: Dwellings shall maintain a separation of not less than 10 feet.

e. Easement Setbacks: No building, whether principal or accessory, shall encroach upon any utility easement as depicted on the accompanying plat.

f. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways shall be placed or permitted to re-main on any corner lot within the sight-triangle area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of street lines or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-lines limitation shall apply on any Residential Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fence shall be extended beyond the twenty (20) foot front building line or as required by the City of Glenpool Zoning Ordinance.

4. Signage:

Two monument signs identifying the residential development may be located in RESERVES "B" and "C", not exceeding 6 feet in height nor 32 square feet of display surface area for each one.

SECTION III

ADDITIONAL RESTRICTIONS

WHEREAS, the Developer desires to establish additional restrictions for the purpose of providing for the orderly development of the Residential Development Area and to ensure adequate restrictions for the mutual benefit of the Developer, its successors and assigns.

THEREFORE, the Developer does hereby impose the following additional restrictions and covenants on the Residential Development Area, which shall be covenants running with the land, and shall be binding upon the Developer, its successors and assigns:

A. Architectural Committee - Plan Review:

1. No building, fence or wall shall be erected, placed or altered on any Residential Lot in this subdivision until the building plans and specifications for all houses to be built are submitted to the "Architectural Committee" composed of the members of Glen Abby Corp., or their duly authorized representative, representatives or successors. In the event of the death or resignation of any member of the above named Architectural Committee, the remaining member or members shall have full authority to approve or disapprove such plans, specifications, color scheme, materials and plot plan, or to designate a representative or representatives with the like authority, and said remaining member or members shall have authority to fill any vacancy or vacancies created by the death or resignation of any

of the aforesaid members, and said newly appointed member shall have the same authority hereunder as their predecessors, as above set forth. Any changes to plans on file with the Architectural Committee or any additional new plans will need written approval before construction may begin.

2. 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 here-under, 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, disapproval or failure to approve of any building plans shall not be deemed a waiver of any restriction, unless the Architectural Committee is hereinafter authorized to grant the particular waiver.

3. The powers and duties of the Architectural Committee or its designated representative shall cease on the 1st day of January, 2015, or when ninety percent (90%) of the Residential Lots have been closed, whichever occurs first. Thereafter, the powers and duties of the Architectural Committee shall be exercised by the homeowners' association hereafter provided for.

B. Minimum Square Footage:

All single-family dwelling units shall have a minimum of 1,500 square feet of finished heated living area.

C. Building Material Requirements:

1. Stem Walls:

All exposed foundation or stem walls shall be of brick or stone or stucco. No concrete blocks, poured concrete or any other foundation will be exposed. No stem walls will be exposed.

2. Roofing:

Roofing shall be TAMKO Heritage, Weather Wood, or equivalent. The Minimum roof pitch shall be an 8/12 pitch on the forward facing gables.

All roofs must be matching shingle and color.

3. Exterior Walls:

The first story exterior walls of the dwelling erected on any Residential Lot shall be of at least ninety percent (90%) brick, stone or stucco, unless otherwise approved by the Architectural Committee, provided however, that the area of all windows and doors located in said exterior walls and the area adjacent to patios and under porches, as well as fireplace chases, shall be excluded in the determination of the area of exterior walls, and further provided that where a part of the exterior wall is extended above the interior room ceiling line due to the construction of a gable-type roof, then that portion of the wall extending above the interior room ceiling height may be constructed of wood material and shall be excluded from the determination of the area of the exterior walls.

4. Windows:

All dwellings with windows other than wood will be either anodized or electrostatically painted. Metal window frames will be in color harmony with the exterior color and texture of the residence. No unpainted aluminum will be permitted for window framing. Wood frames will be painted, sealed or stained.

5. Siding:

No steel, aluminum, plastic or vinyl siding shall be permitted on any building on any Residential Lot.

6. Mailboxes:

All mailboxes shall be of similar design to that specific plan approved by the Architectural Committee. The mailbox shall be positioned so that is accessible from the curb and 6 feet from the "inside Edge" of the driveway. "Inside Edge" shall mean the edge of the driveway which borders the largest continuous lot area. The top of the mailbox shall be 42 inches from the street level. No mail box shall be erected on any Residential Lot without the approval of the design by the Architectural Committee.

7. Waiver:

The Architectural Committee may waive, in a particular instance, the building material requirements set out in this Subsection, and any landscape requirements; PROVIDED, such waiver to be effective must be in writing, dated and signed by a majority of the Architectural Committee.

D. Noxious Activity:

No noxious or offensive trade or activity shall be carried on upon any Residential Lot, nor shall any trash, or other refuse be thrown, placed or dumped upon any vacant Residential Lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

E. Existing Building:

No existing or erected building of any sort may be moved onto or placed on any Residential Lot, except for construction or sales trailers which may be installed on a temporary basis only.

F. Temporary Structures and Outbuildings:

1. No trailer, tent, garage, barn, nor any structure of a temporary nature shall be at any time used for human habitation, temporarily or permanently. A temporary sales trailer and one temporary construction trailer may be allowed.

2. Detached structures and outbuildings are strictly prohibited.

G. Vehicle Storage and Parking:

No inoperative vehicle shall be stored on any Residential Lot except within an enclosed garage. No motor home, boat trailer, travel trailer or similar recreational vehicle shall be located, parked or stored within a side or front yard, and if not located within an enclosed garage, shall be screened sufficiently to prevent any view thereof from any street within the Addition and shall comply with the City of Glenpool, Oklahoma, regulations.

H. Antennas:

No radio or television tower, aerial or antenna shall be located on any Residential Lot. Satellite dishes shall be no larger than 18" in diameter and be screened from view from the street and adjacent Residential Lots within the Addition.

I. Landscaping Requirements:

The front elevation of all Residential Lots and side elevations of any corner Residential Lot must be professionally landscaped upon completion of the residence. All front, side and back yards must be sodded on the completion of any residence in the Subdivision. One (1) tree not less than 2 1/2 inch diameter shall be planted upon completion of the residence.

J. Livestock and Poultry Prohibited:

No animals, livestock or poultry (including pigeons) of any kind shall be raised, bred or kept on any Residential Lot or part thereof, except that dogs, cats or other household pets may be kept; PROVIDED, that they are not kept, bred or maintained for any commercial purpose.

K. Interior Fences and Walls:

Interior fences and walls situated upon Residential Lots shall comply with the following:

1. No fencing shall extend beyond the building line of any residence. If a residence is built behind the front building line of a Residential Lot, a fence may not extend beyond that point nearest the street at each end corner.

2. All fences shall consist entirely of wood, brick, natural stone, wrought iron, or some combination thereof. The Architectural Committee may, but shall not be obligated to, grant an exception to this provision upon written request. No chain link, barbed wire, mesh or other metal fencing shall be permitted under any circumstances.

3. No fence in excess of six (6') feet in height shall be permitted.

L. Garage:

Each dwelling shall have a garage for at least two automobiles. Glass shall not be permitted in garage doors.

M. Commercial Structures:

No building or structure shall be placed, erected or used at any time for any business, professional, trade or commercial purpose on any portion of any Residential Lot; PROVIDED, HOWEVER, that Owner, as the developer of the Subdivision may maintain a sales office in the Subdivision for the sale of the Subdivision lots and building contractors may maintain sales offices, construction trailers, and model homes in the Subdivision for the construction, sale and display of homes located, or to be located, in the Subdivision subject to the City of Glenpool Zoning Code requirements, subject to the City of Glenpool Zoning Code.

SECTION IV

HOMEOWNERS' ASSOCIATION

A. Formation of Homeowners' Association:

The Owner/Developer has formed or shall cause to be formed, in accordance with the statutes of the State of Oklahoma, Glenn Abbey Homeowners' Association, Inc., a nonprofit corporate entity (herein referred to as the "Glenn Abbey Homeowners' Association").

Except as otherwise limited herein, the Glenn Abbey Homeowners' Association shall be formed for any of the purposes authorized by 60 O.S. 851, including without limitation: (1) paying 100% of all cost and expenses incurred in connection with the Maintenance of Reserves "A", "B", "C" and "D", the subdivision perimeter fencing, recreational amenities and entry features of Glenn Abbey, an addition to the City of Glenpool, Tulsa County, Oklahoma; (2) it shall be the responsibility of the Glenn Abbey Homeowners' Association (Glenn Abbey Association) to maintain the detention pond in Reserve "A". Such maintenance shall include mowing (semimonthly at a minimum during the growing seasons), maintaining the side slopes and the spillway, keeping the surface clear of debris and plant life, and removing any silt.

B. Membership:

Every person or entity who is a record owner of the fee interest of a Residential Lot in Glenn Abbey shall be a member of the Glenn Abbey Homeowners' Association. Membership shall be appurtenant to and may not be separated from the ownership of a Residential Lot. The acceptance of a deed to a Residential Lot shall constitute acceptance of membership to the Glenn Abbey Homeowners' Association as of the date of incorporation, or as of the date of recording of the deed, whichever occurs last.

C. Covenant for Assessments:

The owner and each subsequent owner of a Residential Lot, by acceptance of a deed thereto, are deemed to covenant and agree to pay to the Glenn Abbey Homeowners' Association an annual assessment which shall be no less than the minimum amount required to discharge its duties set forth herein. Said assessments will be established by the Board of Directors in accordance with this Dedication and the Bylaws of the Homeowners' Association. Any unpaid assessment shall be a lien against the Residential Lot which it is made. The lien, however, shall be subordinate to the lien of any first mortgage covering any Residential Lot.

D. Enforcement Rights of the Association:

Without limitation of such other powers and rights as the Glenn Abbey Homeowners' Association may have, the Glenn Abbey Homeowners' Association shall be deemed a beneficiary, to the same extent as a Residential Lot owner, of the various covenants set forth within this Deed of Dedication, and shall have the authority, but not the obligation, to enforce any the covenants to the same extent as a Residential Lot owner upon the written approval of more than 75% of its Owners.

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, 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, Development Restrictions, are established pursuant to the provisions of the City of Glenpool Zoning Code and shall inure to the benefit of the City of Glenpool, Oklahoma. 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 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.

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 thirty (30) years from the date of the recording of this Deed of Dedication unless terminated or amended as hereinafter provided.

C. Amendment or Termination:

The covenants contained within Section I, 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 Council of the City of Glenpool, Oklahoma. The covenants contained within Section II, Development Restrictions, may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of more than 75% of the Residential Lots and approved by the City Council of the City of Glenpool, or its successors. The covenants contained within Section III, Additional Restrictions, may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of more than 75% of the Residential Lots. 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.

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.

OWNER'S CERTIFICATION

IN WITNESS WHEREOF, Glen Abby Corp., an Oklahoma Corporation, has executed this instrument this 24 day of APRIL, 2007.

GLEN ABBY CORP.
an Oklahoma Corporation

By: _____
Stephen Murphy, President

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me this 24 day of April, 2007, by Stephen Murphy, as Glen Abby Corp., an Oklahoma Corporation, that he executed the same as his free and voluntary act and deed and the free and voluntary act and deed of said corporation.

_____
Notary Public

My Commission Expires: July 25, 2009
No. 05006773

SHANNON K. DICKEY NOTARY PUBLIC NO. 05006773 STATE OF OKLAHOMA TULSA COUNTY

CERTIFICATE OF SURVEY

I, Jack C. Cox, of Cox & Associates, Inc., a Professional Land Surveyor, in the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "GLENN ABBEY", a subdivision in the City of Glenpool, Tulsa County, State of Oklahoma, is a true representation of the survey made on the ground using generally accepted practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

_____ 4/24/07
Jack C. Cox, Professional Land Surveyor

PROFESSIONAL LAND SURVEYOR JACK C. COX L.S. 531 OKLAHOMA

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 24 day of April, 2007, personally appeared Jack C. Cox, to me known to be the identical person who subscribed his name as Professional Land Surveyor to the foregoing Certificate, 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.

_____
Notary Public

My Commission Expires: July 25, 2009
No. 05006773

SHANNON K. DICKEY NOTARY PUBLIC NO. 05006773 STATE OF OKLAHOMA TULSA COUNTY

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