

KNOW ALL MEN BY THESE PRESENTS:

NOW THEREFORE, the undersigned, GlenVillage LLC, an Oklahoma Limited Liability Company, being the owner in fee simple of the real estate and being situated in the City of Glenpool, Tulsa County, State of Oklahoma, and described as follows:

The following described property situated in the S/2 of the NW/4 of Section 12, T-17-N, R-12-E of the Indian Base Meridian, Tulsa County, Oklahoma according to the U.S. Government survey thereof and being more particularly described as follows, to wit:

Beginning at a point on the West line of Said NW/4, said point being the Southwest Corner of Glen Ridge, a subdivision to the City of Glenpool, Tulsa County, Oklahoma according to the recorded plat thereof, Thence S 89 58'48.41" E along the South line of Said Glen Ridge for 1,324.09 feet, Thence Due East for 154.75 feet, Thence Due South for 110.00 feet, Thence Due East for 85.68 feet, Thence N 45 E for 35.36 feet, Thence Due East for 50.00 feet, Thence S 45 E for 35.35 feet, Thence Due South for 50.00 feet, Thence Due West for 27.73 feet. Thence Due South for 340.00 feet, Thence Due West for 85.00 feet, Thence Due South for 340.00 feet, Thence Due West for 85.00 feet, Thence Due South for 50.00 feet, Thence S 45 W for 35.36 feet, Thence Due South for 86.20 feet, Thence N 89 58'18.9" E for 974.23 feet, Thence N 00 20'35" E for 313.50 feet, Thence N 89 58'18'9" W for 556.50 feet to the West line of Said NW/4, Thence N 00 20'35" E along the West line of Said NW/4 for 347.41 feet to the point of beginning and containing 21.15 acres more or less, and the Undersigned Owner has caused the described realty to be surveyed, staked and platted into Lots and Blocks in conformity with the accompanying plat, and have designated the same as "GlenVillage", an Addition to the City of Glenpool, Tulsa County, State of Oklahoma.

Now, therefore, the Undersigned Owner dedicates for public use of the streets as shown on said plat and do hereby guarantee clear title all land that is so dedicated. The Owner does further 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 and sanitary 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 facilities, including the poles, wires, conduits, pipes, valves, meters and any other such appurtenances thereto with the right of ingress and egress to aforesaid; provided, however that the Owner 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 over, across and along all of the utility easement areas as shown on the plat for the purpose of furnishing services to the area included within the plat.

The undersigned owner does hereby relinquish the rights of ingress and agrees to the above described 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 City of Glenpool and approved by the Glenpool 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 the City of Glenpool, Oklahoma or its successors, and the owners of each lot agrees to be bound thereby. Further, the owner, for the purpose of providing and orderly development of the property above-described, (hereinafter referred to as GlenVillage), and for the purpose of insuring adequate restrictions for the mutual benefit of the undersigned owner, its successors, grantees and assigns, does hereby impose the following restrictions and covenants, which shall be enforceable by the lots within GlenVillage.

1. In connection with the provisions for water and sanitary sewer services, all of the lots in GlenVillage are subject to the following covenants and restrictions, to wit:
 1. The owner of each lot shall be responsible for the protection of the public water mains and of the public sanitary sewer facilities located on his lot and shall prevent the alteration of grade within the easement areas (in excess of two feet) from the original contours or any construction activity which may interfere with such public water mains and/or public sewer facilities.

2. **The City of Glenpool, Oklahoma, or its successors will be responsible for ordinary maintenance of public water mains and sanitary sewer facilities, but the owner of any lot shall pay for damages or relocations of such facilities caused or necessitated by acts of the owner of his agents or contractors.**
 3. **The City of Glenpool, Oklahoma, or its successors, through its proper agents and employees, shall at all times have the right of access with their equipment to all easement-ways shown on the plat or provided for in the Certificates of Dedication, for the purpose of installing, maintaining, removing, or replacing all or any portion of such underground water, sewer and storm sewer facilities.**
 4. **The foregoing covenants and restrictions concerning water, sewer and drainage facilities shall be enforceable by the City of Glenpool, Oklahoma, or its successors, and the lot owners shall be bound thereby.**
2. **In connection with the provisions for underground Electricity, Gas and Communication services, all of the property in GlenVillage is subject to the following covenants and restrictions, to wit:**
 1. **Overhead lines for the supply of electric and communications service may be located along the West, South and East Side of said addition as indicated on the attached plat. Streetlight poles or standards will be served by underground cable, and except as provided in the immediately preceding sentence, all electric and communication supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.**
 2. **Underground service cable to all houses which may be located on all lots in said Addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric and communication services shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip**

extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.

- 3. Electric, communications and natural gas services through its proper easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities, communications and natural gas services so installed by it.**
- 4. The owner of each lot shall be responsible for the protection of the underground electric, communication or natural gas facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. The electric supplier will be responsible for ordinary maintenance of underground electric facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.**
- 5. This covenant and the foregoing covenants, 1 through 5, (or ones of similar language) concerning underground electric, communication and natural gas facilities shall be enforceable by the electric, the communication and natural gas suppliers and shall be covenant running with the land and shall be included in the Deed of Dedication.**
- 3. The Undersigned owner will do the following: All streets shall be graded, base material applied and surface paved in accordance with the current Engineering Design Standards of the City of Glenpool to include curbs and gutters, street name signs in place, visual screens established, utilities and street lights installed, drainage structures constructed in accordance with the approved plans on file in the office of the City Engineer by the owner, at his expense, and in compliance with the Engineering Design standards of the City of Glenpool. Interior sidewalks shall be constructed at the time of the construction of the lot improvements. The streets and storm sewer shall be maintained in good repair by the owner for a period of two (2) years after the City's written acceptance of the construction, and all other improvements shall be maintained in good repair by the owner for a period of one (1) year after the City's written acceptance of the construction.**
- 4. Architectural Committee and Construction Standards. An Architectural Committee will be formed to review and approve any structure to be built on**

any lot and shall also be responsible for the interpreting the development and construction standards contained herein. GlenVillage LLC, the Developer, its successors, assigns or appointees are hereafter referred to as the Architectural Committee. After sixty-five percent (65%) of lots in the subdivision have been purchased and houses constructed, the “GlenVillage” Homeowners Association and the Developer shall form a duly elected Architectural Committee consisting of members of the Association. The Developer, GlenVillage, LLC and builders within the addition shall hold a three to one (3:1) proxy vote for any of the lots that they hold. This three to one (3:1) vote for GlenVillage, LLC and the builders shall be used in all voted concerning any item that comes before the Homeowners Association including but not limited to the approval and/or disapproval of any item brought before the Architectural Committee.

5. The minimum building set-backs for dwelling units shall be as follows:
 1. Front yard: Twenty-five feet (25') unless shown otherwise on the plat
 2. Side yard: Five feet (5')
 3. Rear yard: Twenty feet (20')
6. Lot use restrictions.
 1. No lot shall be used for business or professional purposes of any kind or for any commercial or manufacturing purpose.
 2. No noxious or offensive activity shall be carried on upon any lot. Nothing shall be done upon any lot which may be or become an annoyance or a nuisance to the neighborhood.
7. Fence restrictions and grassing.
 1. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum front yard set-back established herein and shown on the attached plat of GlenVillage, and no fence or wall shall exceed six (6) feet in height above ground level. No fence shall be constructed beyond the front building line of the house.
 2. No chain-link fences will be permitted in the subdivision.
 3. All wood fences shall be constructed of #2 grade or better Cedar or Spruce.

4. All of the lots to be sodded within 30 days of the original buyers move in date.

8. Dwelling material and size restrictions.

1. No building or dwelling unit on any lot shall be constructed with less than twelve-hundred (1200) square feet of enclosed living area for any single family unit, exclusive of open porches, garages, or breezeways; in the event of a dwelling having more than one (1) story, there shall be a minimum of Eighteen hundred (1800) square feet of floor space with a minimum of One Thousand and fifty (1050) square feet on the first story, exclusive of open porches, garage, and breezeways.
2. No building or dwelling unit shall be erected, placed or constructed on any lot in this addition unless at least thirty-three percent (33%) of the exterior walls thereof be brick, brick veneer, stone or stone veneer, stucco-type plaster, up to the eight foot plate line. Any deviation of exterior construction materials shall be permitted only with the written consent of the Architectural Committee.
3. No dwelling, structure, garage, or accessory building shall have a roof pitch of less than 6 in 12. Any roof constructed of composition shingles, the shingles will be three-tab shingles, weather wood, or equal color with a minimum 20-year guarantee.

9. Antennas and aerial restrictions.

1. No exterior radio or television aerial wires or antennae shall be erected or attached on or near any structure on any lot of this Subdivision.

10. Garages.

1. All houses shall have a minimum of one attached two (2) car garage conforming to the architecture of the dwelling structure, conforming to all restrictions and covenants and codes and approved by the developer of GlenVillage, and the architectural committee of the subdivision.

11. Temporary structures.

1. No out-building, garage, shed, tent, trailer (i.e. any mobile or manufactured home), basement or temporary building shall be used for permanent or temporary residence purposes; provided that this paragraph shall be not be deemed or construed to prevent the use of a

temporary shed during the period of actual construction of any structure on any such property, nor the use of adequate sanitary toilet facilities for workmen which shall be provided by the builder during such construction.

12. Accessory and out-buildings.

- 1. Accessory buildings shall conform to the dwelling structure architecture, and shall be behind a privacy fence. The privacy fence must be completed within ninety days from the first day the accessory building is started to be built. No accessory building shall have a roof pitch of less than 6 in 12 and similar in design to residence. All accessory buildings shall be painted the same color of the dwelling.**
- 2. All mailboxes in the subdivision shall conform to the model as set forth by builder per the developer's specifications at the closing of the lot or home purchase.**

13. No semi-truck, camper, motor home, trailer, boat, or vehicle of any type (whether operable or not) may be parked, kept or stored on any lot except in a garage or screened area behind the building line of the tract for more than forty-eight (48) hours during any seven (7) day period.

14. Livestock and poultry prohibited: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any part thereof, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes. Animals, including miniatures, such as, goat, sheep, horses, roasters, chicken and pigs are prohibited.

15. Billboards prohibited: The construction or maintenance of billboards or advertising board or structures on any lot is specifically prohibited, except temporary billboards advertising sale or rental of such property are permitted, provided they do not exceed nine (9) square feet in size.

16. Existing structures: No existing, erected building or structure of any sort may be moved onto or placed on any of the Lots in GlenVillage.

17. Obstructions: No object, including vegetation, shall be permitted on any corner lot which obstructs reasonably safe and clear visibility of pedestrian or vehicular traffic through sight lines parallel to the ground surface at elevations between Two (2) feet and Six (6) feet above the roadways.

18. **Lot division:** No lot shall be split or further subdivided so as to reduce the area thereof, except as necessitated by correction of encroachments or other boundary deficiencies caused by errors in the platting, re-platting or surveying of the subdivision. This shall also include any changes necessary pursuant to any municipal direction.
19. **Trash Containers:** Trash containers, except up to twenty-four (24) hours before and twenty-four (24) hours after the day of collection, shall be stored behind the house building line. No exposed garbage cans, trashcan or any trash apparatus or structure shall be placed on any lot.
20. **Basketball Goals:** No basketball goals or structures are allowed in the street right of ways.
21. **Clothing Lines:** The drying of clothes on any Lot in public view is prohibited.
22. **Noise:** No exterior horns, whistles, bells or other sound devices which may disturb the peace of neighboring owners, except doorbells and security devices, shall be placed or used on any Lot.
23. **Seasonal Decorations:** All seasonal decorations shall be removed thirty days from the celebrated Holiday.
24. **Compliance with Laws:** Each Owner, shall comply with all laws, statutes, ordinances, rules and regulations of Federal, State, and Municipal governments or authorities, including the municipal codes of the City of Glenpool, and requirements applicable to use, zoning, occupancy of the Lot and premises and maintenance of improvement thereon.
25. **Maintenance of Landscaping:** Each Owner of each Lot shall maintain the landscaping upon his or her Lot or Lots in good condition. Each Owner shall diligently maintain, cultivate, husband, protect and preserve the shrubs, trees and lawn upon the Lot of the Owner, including but without limitation: removal of dead branches, dead trees and brush, lawn mowing and performance of other tasks calculated to remove or eliminate material which constitutes or creates a fire hazard or unsightly appearance.
26. **Reserve Areas and Common Areas**
 1. Reserve area designated "A" on the attached plat is an area that will be deeded to the Homeowners Association of the GlenVillage for their use and benefit. However, this designated area may be reduced prior to the transfer should any portion of the property be reclaimable based on the

standards set forth by the requisite governmental agency including the City of Glenpool. This area shall be transferred to the Homeowners Association of GlenVillage on or before the completion of the last home constructed in the subdivision. However, GlenVillage LLC, at its sole discretion, may transfer ownership of the reserve area designated "A" less any retention at any time following construction of the first home in the subdivision. Reserve area designated "B", will be used for water detention facility and may be used for single family construction, provided however, that it does meet the above building requirements.

2. Detention facilities are in an easement grant that will be deeded to the Homeowner Association are in an easement grant that be deeded to the Homeowners Association and construction shall be in accordance with the current standards and specifications of the City of Glenpool, Oklahoma. No wall, fence building or other structure shall be placed or maintained in the detention easement area, nor shall there be any alteration of grade or contours in the detention easement area unless approved by the City of Glenpool, Oklahoma.
3. The Storm Water Detention facility shall be maintained by the owner until the establishment of the GlenVillage Homeowners Association. The Homeowners' Association shall be thereafter responsible for the maintenance which shall be performed in the following manner: (1) The side slopes shall be maintained smooth at slopes not to exceed 4:1 ratio. (2) a cover of vegetation shall be maintained on all slopes. (3) Vegetation shall be watered as necessary to maintain a vigorous growth. (4) The facility shall be mowed regularly as required during the growing season. (5) All concrete, rip-rap and appurtenances shall be maintained in good condition. (6) A 20'x20' fountain area in the detention pond will be maintained in good working condition. (7) Outflow structures shall be kept free of debris. In the event the Owner or Homeowners association shall fail to adequately and properly maintain the storm water detention facility, the City of Glenpool, Oklahoma or its designated contractor may enter the area, perform necessary maintenance, and the cost of said maintenance shall be paid for by the Property Owners Association.
4. In the event the Property Owners 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 lot in the subdivision.

5. A lien established as above provided may be foreclosed by the City of Glenpool, Oklahoma.
27. **Enforcement:** Enforcement to restrain violation of the covenants or to recover damages shall be by proceedings at law in a court of competent jurisdiction or in equity against any person or persons violating or attempting to violate and covenant herein, and may be brought by the Owner or Owners of any lot or having any interest therein, whether acting jointly or severally. The developer or Property Owners Association shall not be obligated to enforce any covenant or restriction through legal proceedings.
28. **Violations:** If an owner is in violation of any covenant the owner shall receive a courtesy notice of the violation in the mail. If the owner corrects the violation within the time noted in the notice of violation letter, the issue will be considered resolved. If an owner fails to correct the violation within the time allowed, the owner shall receive a final notice of violation letter. If an owner continues to fail to correct the violation the owner shall receive a notice of fine. The amount of the fine shall be \$25 dollars. Owners may be fined \$25 dollars a day for each violation until the violation is resolved. If an owner disputes the fine/violation, the owner shall have fourteen (14) days within which to request a hearing. If an owner fails to do so, the owner's right to dispute the fine will be deemed waived and the fine will be final. If an owner requests a hearing, the violation and fine will be determined at a hearing of the Board of Trustees, and the Board's decision shall be final. Unpaid fines together with costs and reasonable attorney's fees shall be a continuing lien on the lot in accordance with section FF and will be the personal obligation of the ownership of the lot at the time the fine becomes final. To request a Hearing, an owner may contact any member of the Board. Nothing in this section shall limit or otherwise affect the enforcement rights set forth in these covenants.
29. **Property Owners Association:** GlenVillage, LLC, has formed or shall cause to be formed, the GlenVillage Property Owners Association, Inc. (hereinafter referred to as the "Association") a non-profit entity Oklahoma and formed for the general purposes of maintaining the common open areas and the storm water detention facility and for enhancing the value, desirability and attractiveness of GlenVillage. The creation of this Association shall be completed at the sole discretion of GlenVillage, LLC. However, the same shall be no later than the last

day of construction of the last home in the subdivision. The Association shall consist of up to four board members and the Board Members may form subcommittees.

30. **Membership:** At any time any house constructed on a Lot and that Lot and house has been sold and occupied, the Owner therefore becomes a member of the GlenVillage PROPERTY OWNERS ASSOCIATION, INC. and membership shall be apartment to and may not be separated from the ownership of a lot or portion thereof. The owner of vacant lots will not be members of the Association, unless through the written consent of the owner. The acceptance of a deed to a lot by the home owner shall constitute acceptance of the Association as the date of incorporation, or as of the date of the recording of the deed, whichever occurs last.
31. **Covenant for assessments:** The homeowner, and each subsequent owner of a lot or portion thereof, by acceptance of a deed therefore, is deemed to covenant and agree to pay the Association an annual assessment of one-hundred dollars (\$100.00). No vacant lot will be assessed, unless through a written consent of the owner. Annual assessment rates may be increased or decreased by the assent of 51% of the Lot owners within the subdivision. Annual assessments together with a twenty-five dollar (\$25.00) late fee, costs and reasonable attorney's fees shall be continuing lien on the lot and the personal obligation of the ownership of the lot at the time of assessment. The lien of the assessments provided for herein shall be subordinate to the liens of any first mortgage. Not with standing anything to the contrary herein the Owner and each subsequent owner of a lot, by acceptance of a deed thereto, are deemed to covenant and agree to pay to the Homeowners Association an annual assessment which shall be no less than a minimum amount necessary to adequately maintain and support all common areas of interest including, without limitation, all Reserve Areas designated on the plat. Such annual assessment is due each year on June 30th.
32. **Duration, Amendment and Severability.**
 1. **Duration.** These restrictions shall remain in full force and effect until January 1, 2023, and shall automatically be extended thereafter for successive periods of ten (10) years each unless terminated or amended as hereinafter provided.

2. **Amendment or Termination.** The private covenants and restrictions contained in this Deed of Dedication may be amended, modified, changed or canceled by a written instrument signed and acknowledged by the owners of two-thirds (2/3) of the lots in GlenVillage. Such amendments, modifications, changes or cancelation must be filed in the County Clerk's office in the Court House of Tulsa County, Oklahoma. See Exhibit A and B.
3. **Provided, however, so long as the Owner, or any equity majority owned by a current shareholder of Owner, owns a lot in GlenVillage, the Owner retains the right, IN ITS SOLE DISCRETION, to: (i) veto any proposed amendments and (ii) amend, in its discretion, any covenant or term contained herein (other than Sections A, B, C, E and T which may be altered only with the written consent of the City of Glenpool).**
4. **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 of any part thereof as set forth herein, which shall remain in effect.

Any successor(s) in title to the lots within GlenVillage, to enforce any shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.

Any invalidation of any one of these covenants or restrictions shall in no way affect any other of the provisions thereof, which shall thereafter remain in full force and effect. The aforesaid amendments shall be binding on all present and future property owners holding or acquiring title to any of the lots in the GlenVillage Addition, subject to the original restrictive covenants, regardless of whether or not such owners are members in good standing with the GlenVillage Homeowners Association, Inc.