

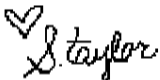
Dorsey, Patricia A

From: Stephanie Taylor [stephaniet@executivestitle.us]
Sent: Wednesday, October 04, 2006 4:25 PM
To: Dorsey, Patricia A
Subject: Covenants

Hey Pat,

Can you please email me the covenants for Union Station?

Thank you!



Stephanie L. Taylor
Executives Title & Escrow
1151 S. Aspen
Broken Arrow, OK 74012
918.258.3105 Ext 102
Fax 918.251.3887

Have a good day!

Stephanie T.

#91-043469

SELECT HOMESITES, INC.,

TO

THE PUBLIC,

PLAT & DEDICATION

Dated: November 7, 1991

Filed: November 14, 1991 at 9:58 A.M.

In the office of the County Clerk within and
for Tulsa County, State of Oklahoma

PLAT #4855

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

OF

UNION STATION

A part of the W/2 of the SE/4 of Section 5, Township 18,
North, Range 14 East, Broken Arrow, Tulsa County, Oklahoma.

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DEED OF DEDICATION AND RESTRICTIVE COVENANTS OF UNION STATION.

KNOW ALL MEN BY THESE PRESENTS:

THAT SELECT HOMESITES, INC., an Oklahoma Corporation, being the owner in fee simple of the real estate and premises hereinafter described, "UNION STATION", situated in Tulsa County, State of Oklahoma, and described as follows:

A tract of land in Section Five (5), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, Oklahoma, according to the Official U.S. Government Survey thereof; being more particularly described as follows:

The East Half of the West Half of the West Half of the Southeast Quarter ($E\frac{1}{2} W\frac{1}{2} W\frac{1}{2} SE\frac{1}{4}$) of Section Five (5), Township Eighteen (18) North, Range Fourteen (14) East; and the East Half of the West Half of the Southeast Quarter ($E\frac{1}{2} W\frac{1}{2} SE\frac{1}{4}$) of Section Five (5), LESS AND EXCEPT the East 406.60 feet thereof, in Section Five (5), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, Oklahoma.

Has caused the described realty to be surveyed, staked and platted, and has designated the same as "UNION STATION", an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma.

ARTICLE I

DEDICATIONS OF PUBLIC USE, EASEMENTS, STREETS AND UTILITIES

- A. SELECT HOMESITES, INC. (hereinafter sometimes referred to as "DECLARANT" or "DEVELOPER" does hereby dedicate for public use all the streets as shown on the attached plat and does hereby guarantee clear title to all the land that is so dedicated and no vehicular ingress shall be permitted over, through or across any property or area designated on the attached plat as L.N.A. (Limits of No Access), which may be modified, amended or revised with the approval of the Broken Arrow City Engineer, and the Broken Arrow Planning Commission.
- B. SELECT HOMESITES, INC. does further dedicate for public use forever, the easements and rights-of-way as shown for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, communication lines, electric power lines and transformers, gas lines and water lines, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters, and any other appurtenance thereto with the right of ingress and egress to said easements and rights-of-way for the uses and purposes aforesaid, together with similar rights in each and all of the streets shown on said plat, provided, however, that the Developer hereby reserves the right to construct, maintain, operate, lay and relay water and sewer lines together with the right of ingress and egress to, over, across and along all strips of land included within the easements shown on the plat, both for the furnishing of water and/or sewer services to the area included in said plat and to any other areas.

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ARTICLE II

COVENANTS, CONDITIONS AND RESTRICTIONS

- A. The Developer, being desirous of establishing a uniform system of development of said property and preserving the character thereof as a residential addition does hereby declare and establish the following restrictions, conditions and protective covenants which shall be and are hereby made for the use and benefit of each and every person acquiring the title of any interest in any of said property and any person accepting conveyance thereof, either directly from it or remotely from any of its grantees shall be deemed to have assented thereto, and shall be entitled to all the benefits and to have assumed all the responsibilities, to-wit:
1. The maintenance, repair, mowing, clearing, and compliance with the City of Broken Arrow's rules and regulations related to the reserve area and drainage channel immediately adjacent to the subdivision, and landscaping on the entrance road median shall be the responsibility of the Developer until all lots are conveyed and the responsibility of the Homeowners' Association described herein after all lots are conveyed. This provision is subject to the matters set out in Article III hereof.
 2. All lots in UNION STATION shall be known and described as residential lots, and shall be used for single-family residences and shall conform to the R-3 zoning district.
 3. No trailer, mobile home or modular house shall be allowed within the addition, except that a contractor may use a trailer as a construction office only during the time of construction. No structure shall be used for residential purposes before final completion of said structure and complying with all restrictive covenants.
 4. No lot will be used for the storage of materials for a period of greater than thirty (30) days prior to the start of construction and then the construction shall be completed within nine (9) months. All lots shall be maintained in a neat and orderly condition at all times.
 5. No residential structure shall be erected or placed on any building plot, which residence has a ground floor area of less than 1,400 square feet. All square footage requirements are exclusive of garages, porches and any basement or attic area used for storage. Footage requirements are figures on measurements over masonry of the living area. Any residence constructed in the addition shall have an attached garage for storage of not less than two (2) automobiles. In the case of a story and one-half or two story dwellings, the minimum ground floor shall not be less than 900 square feet.
 6. The exterior wall of the dwelling erected on any lot shall be of at least 100% brick, stone, or stucco; provided, however, that the area of all windows and doors located in exterior walls 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-typed roof, then the 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. (EXCLUSIVE OF FIREPLACE CHASE)

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7. No structure previously used shall hereafter be moved onto any lot in the said platted addition.
8. No trailer, tent, shack, garage, barn or other outbuilding erected on the platted lands shall at any time be used as a residence temporarily or permanently, nor shall a basement or any structure or temporary character be used as a residence.
9. No structure (including swimming pools) of any kind in any utility or drainage easement.
10. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line as shown. Fences shall be six (6) foot wood privacy fence or chain link with wood posts and top rail. In no event shall any fence or wall exceed the heights of 6.0 feet. A 6' privacy fence shall be constructed along West Kenosha street along Lot 12, Block 5 and Lot 58, Block 3.
11. On all residences using composition shingles for roof covering, such composition shingles must be of the best quality and weight of not less than 235 pounds per square. No other type composition roof material of any kind will be permitted except of the quality described above. Roof shingles shall be weathered wood color.
12. No outside television or radio antennas or satellite dishes will be allowed in the addition.
13. Outbuildings and mailboxes shall meet the design requirements of the architectural review committee.
14. The architectural review committee shall be comprised of three (3) members. Initial members shall be Mike Fretz, Darrell Jenkins and J.D. Farp. The architectural review committee shall have the absolute right (until all lots are sold) to waive or modify the restrictions set herein in this article II, A. Paragraphs 1 through 19 inclusive by the recording of a document specifying the lot affected and the restriction waived or modified.
15. No noxious or offensive trade or activity shall be carried on in any part of the property above described which may be or become an annoyance or nuisance to the neighborhood.
16. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be, provided they are not kept, bred or maintained for any commercial purposes.
17. No buildings shall be located beyond the minimum front and side-street setbacks shown on the recorded plat. In the event a building is constructed facing the minimum side-street setbacks shown on the recorded plat, the building shall be set back 25 feet. No building shall be located nearer than five (5) feet on one side of the lot and ten (10) feet on the other. Open porches, terraces and attached fireplace structures shall be considered under this provision as part of the building. An open porch is a porch that is not enclosed on the front and side so as to obstruct the view from the side of said porch.

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18. 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 remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any 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.
19. No building, fence, wall or any type structure shall be commenced, erected or maintained, nor shall any addition thereto or change or alteration thereon be made until plans and specifications, plot plan and grading plan therefor or information satisfactory to the design Developer shall have been submitted to and approved in writing by the Developer. In passing on such plans, specifications, plot plans and grading plan, the Developer may take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, the site upon which it is proposed to erect the same and the harmony thereof with the surrounding area and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. Should plans be submitted and no action taken by the Developer within seven (7) days of the submission of said plans, then in such case said plans shall be deemed approved.
20. The following covenants concerning underground electric and communication facilities shall be enforceable by the supplier of electric and communication service and the owner of each lot agreed to be bound hereby:
 - (A) Overhead pole lines for the supply of electric and communications service may be located along the perimeter of the addition in the easement ways reserved for general utility services. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement ways. Street light poles or standard may be served by underground cables and elsewhere throughout said addition. All supply lines shall be located underground, in the easement way reserved for general utility services and streets, shown on the attached plat.
 - (B) Underground service cables to all houses described in Paragraph (1) 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 or communication service, shall thereafter be deemed to have a definite, permanent, effective and exclusive easement on said lot, covering a five (5) 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.

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- (C) The supplier of electric and communications service, through its proper agents and employees shall at all times have right of access to all such 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 so installed by it.
- (D) The owner of each lot shall be responsible for the protection of the underground electric and communications facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric and communications facilities. The company will be responsible for ordinary maintenance of underground electric and communications 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.
- (E) The foregoing covenants concerning underground communications and electric facilities shall be enforceable by the supplier of communications and electric services, and the owner agrees to be bound hereby.

ARTICLE III

HOMEOWNERS' ASSOCIATION

- A. Declarant hereby declares that the properties comprising UNION STATION shall be held, sold and conveyed subject to the following additional covenants and restrictions which are for the purpose of protecting the value and desirability of UNION STATION, and which shall be covenants running with the land, and which shall be binding on all persons having any right, title or interest in the properties comprising UNION STATION their heirs, successors and assigns, and shall inure to the benefit of each owner of a single-family lot as above described.
- B. DEFINITIONS
- SECTION 1. "ASSOCIATION" shall mean and refer to UNION STATION HOMEOWNERS ASSOCIATION INC., its successors and assigns.
- SECTION 2. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.
- SECTION 3. "PROPERTIES" shall mean and refer to the real property above described, and such annexation and additions thereto as may hereafter be brought within the jurisdiction of the association.
- SECTION 4. "COMMON AREAS" shall mean all real property maintained by the Association for the common use and enjoyment of the owners, and shall include but shall not be limited to the following:

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All reserve areas and the drainage channel immediately adjacent to the addition, and the entrance and median to the addition which has been landscaped.

SECTION 5. "LOT" shall mean and refer to any single-family lot shown upon any recorded subdivision plat of the properties with the exception of the common area.

C. PROPERTY RIGHTS AND OBLIGATIONS

SECTION 1. OWNERS' OBLIGATIONS: Every owner shall have a right and obligation to maintain the common areas of the addition, including such plants, trees and landscaping as shall be placed thereon and such obligations shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (A) The right of the Association to charge reasonable fees for the maintenance of any landscaping, mowing repair, clearing, and compliance with the City of Broken Arrow's rules and regulations related thereto and any sprinkler system situated upon the common areas;
- (B) The right of the Association to suspend the voting rights of an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and
- (C) The right of the Association to dedicate or transfer all or any part of the obligations herein to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the Association and by the Governmental Agency.

D. MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. Members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any lot.

E. COVENANT FOR ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS: Each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual Maintenance Assessments; and (2) Special Assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments

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together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively for the improvement and maintenance of the common areas of the addition on the facilities thereon situated.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT: The maximum annual assessment shall be twelve dollars (\$12.00) per lot; provided, however, the Board of Directors may increase each year, subsequent to the initial assessment year, the maximum assessment by the percentage increase, if any, of the consumer price index occurring over the twelve (12) months ending sixty (60) days prior to the current assessment period, or five percent (5%), whichever is greater. "CONSUMER PRICE INDEX" shall mean the index published by the U.S. Department of Labor for the area including Tulsa, Oklahoma. Increases in the maximum annual assessment greater than those above provided for shall require the assent of two-thirds (2/3) of the eligible votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum amount.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of the members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4: Written notice of any meeting for the purpose of taking any action authorized under section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event two-thirds (2/3) of the membership do not assent at

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the time of the meeting, members not present may, within thirty (30) days thereafter, give assent by delivery of written assent to the Secretary of the Association, and such assents shall be deemed votes cast at the meeting.

SECTION 6. UNIFORM RATE OF ASSESSMENT: Both annual and special assessments shall be fixed at a uniform rate for each lot; provided, however, the first annual assessment for each lot shall be adjusted based on the number of months remaining in the calendar year.

SECTION 7. COMMENCEMENT OF ANNUAL ASSESSMENTS: The annual assessments for each lot shall commence on the 1st day of January, 1992, or on the first day of the month following occupancy of the dwelling located on the lot, whichever event last occurs; provided, however, the assessments for each lot shall commence not later than January 1, 1994. Notwithstanding the foregoing provisions, the Declarant may defer the initial commencement of assessments by the recording of an instrument establishing a deferred commencement date and setting forth the Declarant's assumption of the obligation and cost of maintenance of the common areas until the deferred date of commencement of assessments.

SECTION 8. ESTABLISHMENT OF THE AMOUNT OF ASSESSMENT: The Board of Directors of the Association shall fix the amount of the first annual assessment at least thirty (30) days prior to the commencement date, or at least thirty (30) days prior to the expiration of a deferred commencement period, and shall fix the amount of subsequent assessments against each lot at least thirty (30) days in advance of each annual assessment period. The due dates for payment of the annual assessments shall be established by the Board of Directors, and the Board of Directors may provide for the payment of the annual assessments on a monthly basis, semi-annual basis, or annual basis. Written notice of the annual assessment and the due dates for payment shall be sent to each owner. The omission or failure of the Board of Directors to timely fix the annual assessment or to give notice thereof shall not be deemed a waiver or release of any owner from the obligation to pay the assessment when fixed, and notice thereof given.

SECTION 9. CERTIFICATE OF ASSESSMENT: The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

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SECTION 10. NONPAYMENT OF ASSESSMENTS - REMEDIES OF THE ASSOCIATION: An Assessment which is not paid when due shall be delinquent and shall constitute a lien on the lot against which the assessment is made. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at a rate of interest per annum as set by the Board of Directors from time to time, but not to exceed the maximum rate of interest allowed by law, and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose its lien against the property, or both, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of the assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area, or abandonment of his lot. Assessment liens shall continue for a period of one (1) year from the date of delinquency; provided, that if, within such period, judicial proceedings shall have been instituted to enforce the lien in a court in Tulsa County, Oklahoma, having jurisdiction, then the lien shall continue until the termination of the judicial proceeding and the sale of such lot pursuant to execution of judgment.

SECTION 11. SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the assessments provide for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien; provided, however, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve the lot from the lien for assessments thereafter becoming due.

ARTICLE IV

GENERAL PROVISIONS

- A. ENFORCEMENT: The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all easements, restrictions and covenants now or hereafter imposed by the provisions of this declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter. In any judicial action to enforce the covenants or restrictions established by the declaration or amendments thereto, or to recover damages for the breach thereof, the prevailing party shall be entitled to receive his or its reasonable attorney's fees and costs and expenses incurred in such action.
- B. SEVERABILITY: Invalidation of any one of the provisions of this declaration by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

CONTINUED

UNION STATION

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1717 S. Chesapeake, Tulsa, OK 74119

AMENDED
DEED OF DEDICATION AND RESTRICTIVE
COVENANTS OF UNION STATION

KNOW ALL MEN BY THESE PRESENTS:

That by affirmative vote of 75% of the members of the Union Station Homeowner's Association, whose signatures are attached to an original copy of this document located in the Association records, the Deed of Dedication and Restrictive Covenants of Union Station filed November 14, 1991, are, pursuant to Article IV C, amended to reflect the following changes:

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AMENDED ARTICLE II A(10): No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line as shown. (See Article II A(17) for information on how to measure the setback.) Fences shall be wooden or chain link with wood posts and top rail. In no event shall any fence or wall exceed the heights of six (6) feet. A six (6) foot privacy fence shall be constructed along West Kenosha Street along Lot 12, Block 5, and Lot 58, Block 3.

AMENDED ARTICLE II A(11): On all residences using composition shingles for roof covering, such composition shingles must be of the best quality and weight of not less than 235 pounds per square. No other type composition roof material of any kind will be permitted except of the quality described above. Roof shingles shall be weathered wood color. No wooden shingles shall be permitted.

AMENDED ARTICLE II A(13): No building, fence, wall or any type structure, including outbuildings and mailboxes shall be built without first receiving the approval of the architectural review committee (See Article II A(14).)

AMENDED ARTICLE II A(14): The architectural review committee shall be comprised of three (3) members each of whom shall be a member of the Association. The members shall be elected by a majority vote of the members present at the annual meeting. The committee members shall serve for a period of one (1) year. The committee shall report to a member of the Board of Directors designated by the Board to chair the committee. (The Chairman shall have no vote on proposed actions and recommendations of the committee.) The committee shall review design proposals, plans and specifications of the owners, for proposed new improvements and/or improvements of existing structures upon property subject thereto, as well as suggested amendments to the restrictive covenants. In passing on the design plans, specifications, etc., the committee may take into consideration the suitability of the proposed building or other structure or improvements and of the materials of which it is to be built, the site upon which it is proposed to

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erect the same and the harmony thereof with the surrounding area and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. Subsequent to review, the committee shall make their recommendation to the chairman, who in turn shall propose any recommended action of the committee to the Board of Directors. This review and recommendation shall be submitted to the Board of Directors within ten (10) days of receipt by the committee of the Owner's plan. Thereafter, the Board will have seven (7) days to act upon the recommendation. If no action is taken within 17 days of submission of the plan to the committee, the plans will be deemed to be approved. Approval of the plans submitted shall not be unreasonably withheld. Upon the recommendation of the committee, the Board of Directors shall have the absolute right to waive or modify the restrictions set forth herein in this Article IIA, paragraphs 1 through 19 inclusive by the recording of a document specifying the Lot affected and the restriction waived or modified.

AMENDED ARTICLE II A(17): No buildings shall be constructed closer to the street running along the front or side thereof, closer than the minimum setback shown on the recorded plat. For purposes relative hereto, the "setback" referenced herein shall be determined by measuring 50 feet from the middle of the street, EXCEPT in the case of property located on each side of North Willow Avenue up to the point of intersection with North Umbrella Circle, the setback will be determined by measuring 55 feet from the center of the street. No building shall be located nearer than five (5) feet on one side of the Lot and ten (10) feet on the other. Open porches, terraces and attached fireplace structures shall be considered under this provision as part of the building. An open porch is a porch that has no interior or exterior walls on the front and side so as to obstruct the interior to exterior view from the inside of said porch, to the outside of the house.

AMENDED ARTICLE II A(19): This Article is superseded by the language contained in Amended Article II A (14).

AMENDED ARTICLE III E(2): PURPOSE OF ASSESSMENTS:
The assessments levied by the Association shall be used exclusively for the improvement and maintenance of the common areas, as well as administrative costs of operations of the Association.

AMENDED ARTICLE III, E SECTION 5: NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4: Written notice of any meeting for the purpose of taking any action authorized under Section 3 and 4 shall be delivered or mailed to all members not less than 15 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one (51%) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent

meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

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AMENDED ARTICLE III, E SECTION 10: NONPAYMENT OF ASSESSMENTS
- REMEDIES OF THE ASSOCIATION: An assessment which is not paid when due shall be delinquent and shall constitute a lien on the Lot against which the assessment is made. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at a rate of interest per annum of eighteen (18%) percent. If the assessment is not paid within 60 days of the due date, the Association is authorized to file a lien upon the property of the defaulting Owner with the Tulsa County Clerk. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose its lien against the property, or both, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of the assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area, or abandonment of his Lot. Assessment liens shall continue for a period of one year from the date of delinquency; provided, that if, within such period, judicial proceedings shall have been instituted to enforce the lien in a court in Tulsa County, Oklahoma, having jurisdiction, then the lien shall continue until the termination of the judicial proceeding and the sale of such Lot pursuant to the judgment. The Board of Directors of the Association shall be authorized to waive any procedure set forth in this paragraph if, in its' sole discretion, the action would impose an undue hardship upon the Owner subject thereto.

AMENDED ARTICLE IV A: ENFORCEMENT OF RESTRICTIVE COVENANTS:
If a controversy remains, arising out of the decision of the Board of Directors under the provisions of Article II A(14), above, the Association and the Owner affected shall submit the matter to arbitration. Upon receipt of notice, in writing, from the Owner of his/her decision to arbitrate the parties shall within ten days thereafter, select a disinterested third party to serve as an arbitrator of the dispute. Should the parties be unable to agree upon an arbitrator, the parties shall proceed under the provisions of Title 15 Oklahoma Statutes 804. In all other respects, the arbitration procedure shall be followed in accordance with the Uniform Arbitration Act, 15 Oklahoma Statutes 801, et seq. A decision by the arbitrator shall be final. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter. In any arbitration proceeding to enforce the covenants or restrictions established by the declaration or amendments thereto, or to recover damages for the breach thereof, the prevailing party shall be entitled to receive his or its reasonable attorney's fees and costs and expenses incurred in such action.

TULSA COUNTY CLERK - JOAN HASTINGS RCPT 250799 11/07/97 13:54:02
 DOC # 97106125 FEE 18.00 PGS 6 B/P 5976/1041-1046

SECOND AMENDED DEED OF DEDICATION AND COVENANTS OF UNION STATION

KNOW YE ALL MEN BY THESE PRESENTS:

That on this 11th day of March, 1997, by the affirmative vote of 75% of the owners of lots, under the provisions of Article IV of the Deed of Dedication and Restrictive Covenants of Union Station dated November 7, 1991 and #91-043469 first amended on the 14th of April, 1993, the provisions of Amended Article III and Article II A (12) are further amended to provide the following:

5976 1041

ARTICLE III, E, SECTION 5: NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4: Written notice of any meeting of the members for purposes of taking any action authorized under Section 3 and 4 shall be given by either mailing (postage prepaid) or delivery of a copy of the notice and a proxy providing matters on which there will be a vote by the Membership at the meeting, which will enable the member who cannot be present at the meeting, to vote or to otherwise relinquish their vote as provided hereunder. The notice and proxy shall be mailed or delivered to the members not less than 15 days nor more than 30 days before the meeting. The notice shall specify the place, day and hour of the meeting. The presence at the meeting of members or their proxies, entitled to cast 51% of the votes of the lot owners shall constitute a quorum for any action. If such quorum is not present at any meeting called in accordance with the said notice procedure, the following steps shall be taken to reach a quorum and to secure a completed vote on the issues set forth in the notice and proxy: If, within seven (7) days of the respective meeting, a member has been determined to have failed to attend the meeting and to vote therein or to submit the proxy provided hereunder evidencing his/her vote, the member shall be deemed to have appointed the then President of the Association to vote on the matters contained in the proxy, in the place and stead of the member, and in any manner the President shall deem to be in the best interest of the Membership.

ARTICLE II, A, SECTION 12: No outside television or radio antennas, or satellite dishes larger than 39 inches in diameter will be allowed in the addition. Satellite dishes 39 inches in diameter and smaller will be allowed under the following conditions:

1. Location of dish anywhere on the portion of the property or the house which faces the street running in front and/or along side thereof, is prohibited.
2. Consistent with No. 1, above, the dish may be located upon the property if out of public view, such as behind an approved structure on the premises.
3. The dish may be affixed to the chimney or roof in a manner consistent with items 1 and 2 above provided any installation which contemplates

such a location must first be submitted in writing to the architectural review committee for its approval consistent with amended Article II A(14) of the Restrictive Covenants.

This section of Article II shall be subject to the provisions of the Telecommunications Act of 1996, and regulations promulgated thereunder, the latter of which shall take precedence over the provisions hereof in the event a conflict is determined, by an appropriate body, to exist.

5976 1042

UNION STATION HOMEOWNER'S ASSOCIATION, INC., an Oklahoma not-for-profit corporation,

By Gerald Weaver
Gerald Weaver, President

By John Delaney
John Delaney, Vice President

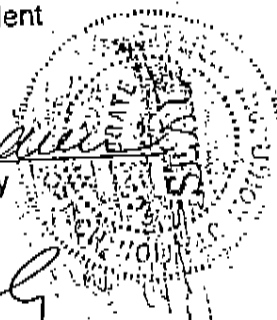
By Debbie Weaver
Debbie Weaver, Secretary

By John Curley
John Curley, Treasurer

By Buddy Richardson
Buddy Richardson, Maintenance Chairman

By Rebecca McCray
Rebecca McCray, Social Co-chairman

By Cathy Richardson
Cathy Richardson, Co-chairman





By Shirley Robards
Shirley Robards, Architectural Review
Chairman

ACKNOWLEDGMENT

5976 1043

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

Before me the undersigned, Notary Public, in and for said County and State, on this day of October, 1997, personally appeared Gerald Weaver, President, to me known to be the identical person who subscribed his name to the above and foregoing document, and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

Deborah L. Orville
Notary Public



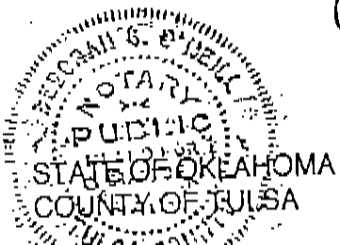
ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

Before me the undersigned, Notary Public, in and for said County and State, on this day of October, 1997, personally appeared John Delaney, Vice President, to me known to be the identical person who subscribed his name to the above and foregoing document, and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

Deborah L. Orville
Notary Public

My commission expires: Jan. 6, 1999



ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

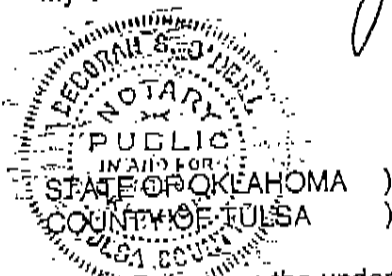
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5976 1044

Before me the undersigned, Notary Public, in and for said County and State, on this day of October, 1997, personally appeared Debbie Weaver, Secretary, to me known to be the identical person who subscribed his name to the above and foregoing document, and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

Deborah S. O'Neil
Notary Public

My commission expires Jan. 6, 1999

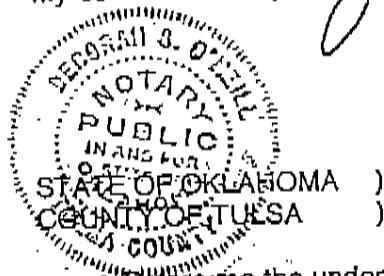


ACKNOWLEDGMENT

Before me the undersigned, Notary Public, in and for said County and State, on this day of October, 1997, personally appeared John Curley, Treasurer, to me known to be the identical person who subscribed his name to the above and foregoing document, and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

Deborah S. O'Neil
Notary Public

My commission expires Jan. 6, 1999

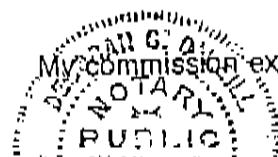


ACKNOWLEDGMENT

Before me the undersigned, Notary Public, in and for said County and State, on this day of October, 1997, personally appeared Buddy Richardson, Maintenance Chairman, to me known to be the identical person who subscribed his name to the above and foregoing document, and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

Deborah S. O'Neil
Notary Public

My commission expires Jan. 6, 1999



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ACKNOWLEDGMENT

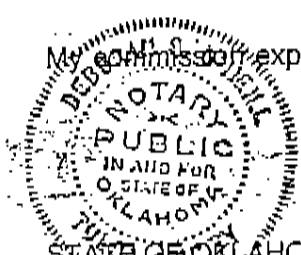
STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

Before me the undersigned, Notary Public, in and for said County and State, on this day of October, 1997, personally appeared Rebecca McCray, Social Co-chairman, to me known to be the identical person who subscribed his name to the above and foregoing document, and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

5976 1045

Deborah S. O'Neil
Notary Public

My commission expires: Jan. 6, 1999



ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

Before me the undersigned, Notary Public, in and for said County and State, on this day of October, 1997, personally appeared Cathy Richardson, Social Co-chairman, to me known to be the identical person who subscribed his name to the above and foregoing document, and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

Deborah S. O'Neil
Notary Public

My commission expires: Jan. 6, 1999



ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

Before me the undersigned, Notary Public, in and for said County and State, on this day of October, 1997, personally appeared Shirley Robards, Architectural Review Chairman, to me known to be the identical person who subscribed his name to

the above and foregoing document, and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

Deborah J. O'Neil
Notary Public



My commission expires: Jan. 6, 1999

5976 1046

TULSA COUNTY CLERK - JOAN HASTINGS RECPT#410567 12/15/99 13:58:31
DOC # 99144277 PGS 2 B/P 6306/0020-0021 FEE 10.00

**AMENDMENT TO THE DEED OF DEDICATION
AND THE RESTRICTIVE COVENANTS OF
UNION STATION HOMEOWNERS ASSOCIATION**


KNOW ALL MEN BY THESE PRESENTS:

That by the affirmative vote in excess of seventy-five percent (75%) of members of the Union Station Homeowners Association, making up the requisite quorum at a meeting of the Association held on the 2nd day of November, 1999, by notice issued in accordance with the provisions of the Deed of Dedication, as amended and the By Laws of the Association, as amended, whose signatures on ballots evidencing their votes appear in the records of the Association, the said Deed of Dedication and Restrictive Covenants filed on the 14th of November, 1991, as amended, are, pursuant to Article IV C, further amended at Article II A (10) as follows:

No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line as shown. (See Article II A (17) for information on how to measure the setback.) Fence may be wooden, chain link with wood posts and top rail, Westech or Bufftech brand solid vinyl, or (like and kind) ornamental iron in Classic, Majestic, Genesis or Warrior style. Colors of white, black, brown or desert sand are approved. Any other color must be, in accordance with the bylaws, and approved by the Architectural Review Committee (ARC). In no event shall any fence or wall exceed the heights of six (6) feet. A six (6) foot privacy fence shall be constructed along west Kenosha Street along Lot 12 Block 5 and Lot 58, Block 3.

In all other respects, the provisions of the said Deed of Dedication and Restrictive Covenants, as amended, shall remain the same.




Joseph L. Hull, III
Attorney for Union Station
Homeowners Association, Inc.
1717 South Cheyenne
Tulsa, Oklahoma 74119

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