

**DEED OF DEDICATION  
AND  
RESTRICTIVE COVENANTS  
OF  
UNION STATION SOUTH**

**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 appurtenances 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.

**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 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 South shall be known and described as residential lots, and shall be used for single-family residences and shall conform to planned unit development #69 as approved by the Broken Arrow Planning Commission on 2-27-92, and the Broken Arrow City Council on 3-2-92.

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 walls 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-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 (exclusive of fireplace chase).
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 of 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 height of 6.0 feet. A 6' privacy fence shall be constructed along west Houston Street along Lots 1 through 8, Block 1 and Lots 15 through 17, Block 4.
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 225 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. Harp. 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 IIA, 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 five (5) 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.
18. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six

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 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 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 communications facilities shall be enforceable by the supplier of electric and communications 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 and streets. 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-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.

(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 of 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 undergoing 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 South 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 South, 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 South; 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 South 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: The reserve area 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. Owner's 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 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 purposes 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 deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual maintenance assessments; and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' 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 assessment, together with interest, costs and reasonable attorneys' 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 and the facilities therein situated.

Section 3. Annual assessment: The initial assessment shall be One Hundred Fifty dollars (\$150.00) per lot, the maximum annual assessment shall be One Hundred Fifty dollars (\$150.00) 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 price consumer 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 areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes 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 days nor more than sixty days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty 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 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting. In the event two-thirds of the membership do not assent at the time of the meeting, members not present may, within thirty 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 July, 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 July 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 days prior to the commencement date, or at least thirty days prior to the expiration of a deferred commencement period, and shall fix the amount of subsequent assessments against each lot at least thirty 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.

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 provided 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.

C. Term and Amendment: Select Homesites, Inc., as Developer and Declarant, hereby reserves the right at any time within three (3) years from the date hereof to unilaterally amend the Plat and Deed of Dedication of this subdivision or any restriction therein or any setback lines set out on the recorded Plat, provided that the exercise of this right shall require the consent of the City of Broken Arrow to be executed on said document, along with the Declarant, but no other person need consent to same during said period unless waived in writing by Declarant referring to this Dedication. After said three-year period, this Declaration may be amended at any time, and from time to time, whether during or after said initial three-year period, by an instrument signed by the owners of seventy-five percent (75%) or more of the lots within the addition. An instrument amending this Declaration shall be recorded in the real estate records at the office of the County Clerk of Tulsa County, Oklahoma, and shall be effective from and after the date of recording. All of the provisions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of this Declaration, and shall be automatically extended for successive periods of ten (10) years thereafter, unless amended as set forth herein.

IN WITNESS WHEREOF, Declarant has executed this instrument this 13th day of November, 1991.