

**Union Station
Homeowner's Association
Covenants and By-laws**

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Union Station Homeowner's Association Highlights of Covenants and By-laws

All homeowners must have written approval by the Architectural Review Chairman BEFORE any changes to the lots are made!

There will be assessments made to lots on a regular basis.

This is strictly highlights of the covenants and by-laws to make some things easier to understand. For exact wording, please review the entire articles.

1. Roof Coverings-Composition shingles must be of best quality and weight not less than 235 pounds per square.
Must be weathered wood in color (no variances)
No wooden shingles
2. Vehicles-all vehicles must be parked within garages, driveways, and/or other paved parking areas. No campers, boats, trailers, inoperative vehicles, commercial vehicles, or large vehicles to be stored longer than 24 hours.
3. Nuisance-lots must be kept clean and tidy, no storage of things that would cause the home to appear unkept or obnoxious to the eye.
-Defects or deficiencies requiring repair include but are not limited to:
 - Mowing
 - Edging sidewalks
 - Weed eating
 - Maintaining of the yard and/or flower beds
 - Painting
 - Storage of commercial equipment
 - Storage of household equipment
4. Lighting-Christmas lighting to be installed no earlier than Nov. 1st and removed by Feb 1st:
5. Satellite Dishes/Antennas- no radio or satellite antennas allowed nor satellite dishes larger than 39 inches in diameter will be allowed.
-Satellite Dish:
 - Must be located out of public view (from any street)
 - Must have written approval from architectural review chairman

6. Outbuildings- Must be professional quality
 - Locations of must be approved by the City of Broken Arrow
 - Positioning must be approved by the ARC in writing
 - Limited to one with max dimension of 12' 0" wide
 - Roof pitch a minimum of 1:12
 - 8' 0" height restriction
 - Siding, trim, and shingles are to match that of the residence
 - Doors to be of professional quality finish and match the house
 - Flooring systems are not be exposed

7. Mailboxes-
 - Brick mailbox matching brick used on house (recommended)
 - Iron letterbox and post
 - 4X4 wood post mailbox (straight post or crossed)
 - Wood lathed post or simulated
 - Must observe U.S. Postal Service guidelines on height, etc.
 - No stick on lettering (stone, brass or plaque are suggested)

8. Fences-must be 6 feet or under

9. Pets- Must be kept on a leash. You are also responsible for cleaning up after your pet's wastes. **This is a city ordinance.**

10. All lots are residential and single family dwellings

As a reminder: If a homeowner receives a letter of violation on their property, homeowner has 30 days from date of notice to correct and remedy issues on their property. If violation has not been corrected in this timeframe, the Board of Directors may hire a contractor to come onto homeowner's property and repair or remedy item(s) in violation. Homeowner agrees to a lien placement on their property for the payment of all expenses incurred including any Legal fees associated with filing of lien for expenses incurred to remedy property violation(s).

SPECIAL NOTICE TO HOMEOWNERS

ALL NEW ROOF REPLACEMENTS MUST BE WEATHERED WOOD COLOR.

No deviation or variance will be granted as our USHA By-Laws specify this EXACT color.

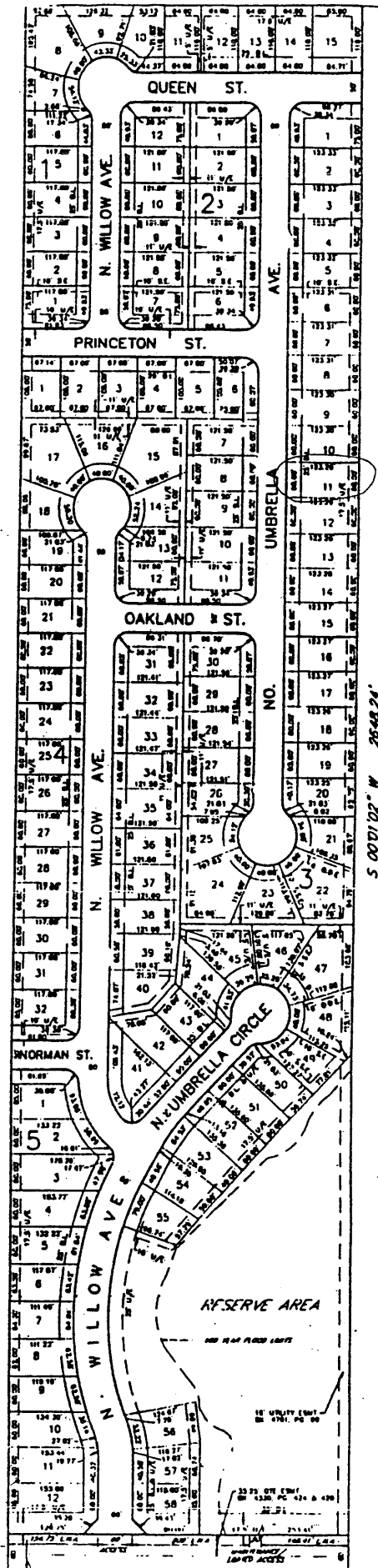
We are still experiencing homeowners with questions about putting different colored shingles on their roof. We have had signs up at all entrances including right now, but still have new shingles being delivered in the wrong color.

Insurance company will pay for your hail damaged roof and it is the responsibility of the property owner to place WEATHERED WOOD shingles back up or be in violation of By-Laws.

**Also any exterior painting, fences, outbuildings, etc.
MUST be approved by Board prior to installation.**

Thank you,

Union Station Board of Directors



1" = 200' S

WEST KENOSHA STREET (E. 71ST)

Outbuilding Specifications for Union Station
per suggestions of Union Station Architectural Review Committee
and approved by the 1993 Board of Directors

1. Structures must be of professional quality construction and maintained while on the property in Union Station.
2. All structures and their locations must ultimately be approved by the City of Broken Arrow.
3. Positioning of structure must be approved on an individual basis by the Architectural Review Committee, due to the variety of residence footprints and lot sizes.
4. Each residence is limited to one outbuilding with maximum exterior dimensions of 12' 0" wide.
5. Roof pitch to be a minimum of 1:12. Keep in mind the 8' height restriction when increasing roof slope. Roof to be shingled with shingles matching those used on residence.
6. Maximum height of new structure at any point to be 8' 0" above surrounding grade.
7. Siding and trim of the structure's exterior to match material and color of siding and trim used on residence. Matching brick may also be used. (preferred)
8. Door(s) to be of professional quality construction and finish, matching color used on residence.
9. Ventilation preferred but not required.
10. Flooring systems may not be exposed to the exterior and should be constructed to maintain the exterior from ground weathering.

Mailbox Specifications for Union Station
per suggestions of Union Station Architectural Review Committee
and approved by the 1993 Board of Directors

1. The following listing contains general mailbox types that existing or new mailboxes should meet:
 - Brick mailbox matching brick used on house
 - Iron letterbox and post

- 4x4 wood post mailbox (straight post or crossed)
 - Wood lathed post or simulated)
2. It would be advisable to observe the U.S. Postal Service guidelines on mailbox height and accessibility requirements.
 3. Refrain from using stick-on lettering for labeling purposes. Stone, brass or plaque labels are suggested if labeling is desired.

THIRD AMENDED DEED OF DEDICATION AND COVENANTS
OF UNION STATION

KNOW YE ALL MEN BY THESE PRESENTS:

That on this 18th day of November, 2002, by the affirmative vote of 75% of the owners of lots, under the provision of amended 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 day of April, 1993, the provisions of Amended Article II, Article III and Article IV are further amended to provide the following:

ARTICLE II, A, SECTION 21: VEHICLES: Including but not limited to: boats, trailers, campers, inoperative vehicles, and other large vehicles or equipment shall not be stored on any lot for a continuous period exceeding 24 hours if it is in the view of the street or of adjacent lot owners. All vehicles must be parked within garages, driveways, and/or other paved parking areas.

ARTICLE II, A SECTION 22: NUISANCE: It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of his or her Lot. No Lot shall be used, in whole or in part, for the storage of any property of thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye. Including, but not limited to: window air conditioner, unedged sidewalks, untrimmed flowerbeds, residence in need of repair.

ARTICLE II, A SECTION 23: LIGHTING: All commercially available landscape lighting shall not require prior approval. Christmas lighting shall be installed no earlier than November 1st and must be removed by February 1st.

ARTICLE III, E SECTION 11: ANNUAL ASSESSMENT EXEMPTION: Effective for the elected 2003 Union Station Homeowners Association Board members to include the President, Vice President, Secretary, Treasurer, Social Chair, Maintenance Chair, and ARC Chair, the annual homeowners assessment shall be waived for each member serving on the board for one full year and attending at least 80% of the monthly board meetings and functions. In order to maintain compliance, waived assessment shall be exercised the year following the board members term.

ARTICLE IV, A (1): ENFORCEMENT OF ARTICLE II, A (1) THROUGH A (23): Purpose and Authority of Board of Directors: It is the desire of the Union Station Homeowner's Association, acting through its board of directors, to implement and enforce rules and regulations relating to the aesthetic beauty and integrity of the property and home located within the Union Station Homeowner's Association. In an effort to ensure that Union Station housing addition maintains its level of aesthetic beauty and integrity, rules and regulations, and procedure for the enforcement of the same, should be established.

The Board of Directors is hereby authorized to notify any homeowner who, in the discretion of the Board of Directors, is violating, or has violated, any of the terms or spirit of the by-laws of the USHA of any defects or deficiencies in their property which need to be remedied, repaired, cured, or otherwise fixed for purposes of aesthetics and beautification of the property. The Board of Directors, acting through any or all of its officers, shall notify the homeowner, in writing of the defect or deficiency to be addressed. Once a homeowner has been notified, according to the manner set herein, of any defect or deficiencies in his property, the homeowner shall have 30 days from the date of the notice to effect or cause the repairs or maintenance to be made to the property.

Remedies of Board of Directors

If the requested repairs, remediation or curative actions are not taken within 30 days, the Board of Directors, may, at its sole discretion, hire a contractor to come onto the homeowner's property and effect all repairs, remediation or curative acts to the satisfaction of the Board of Directors. Once the repairs, remediation or other curative acts have been performed by the contractor, the Board of Directors shall authorize payment to the contractor and shall have a lien for a special assessment against the homeowner whose property was the subject of the repairs or maintenance.

Notice of Defect to USHA and to Homeowner

Any defect or deficiency in a homeowner's property, and any improvements thereon, can be brought to the attention of the Board of Directors by any homeowner in the Union Station Homeowner's Association who is in good standing and whose dues and assessments are current. In addition, any defect or deficiency may be raised by any member of the Board of Directors, without notice from any such homeowner. The Board of Directors, in its discretion may notify the homeowner whose property is the subject of the defect or deficiency, in writing of the defect or deficiency in the property, which need to be remedied, repaired, cured or otherwise fixed. The said notice may be sent by regular, first class mail, certified mail, or can be affixed to the front door of the homeowner's residence. Any of these methods of notification shall serve as "notice" to the homeowners that the repairs, remediation or other curative acts to be taken.

Property Liens and Permission to Enter Property

Any homeowner whose property is required to be repaired hereby grants and authorizes a lien against his or her property for the payment of the expenses associated with the work of the contractor hired by the Board of Directors. The

homeowner grants permission, temporary easements and temporary right of way as necessary for any contractor hired by the Board of Directors to come onto the property for purposes of effecting the repairs, remediation or other curative acts necessary as discussed above.

Itemization of Potential Defects or Deficiencies

Defects or Deficiencies requiring repair, remediation or other curative acts relative to a Homeowner's Property include, but are not limited to the following:

Mowing, edging, weed eating or maintaining of the yard and/or flowerbeds

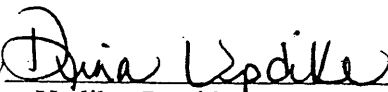
Painting

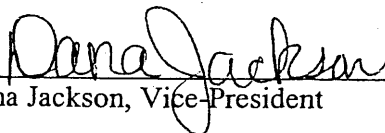
Storing of large commercial vehicles

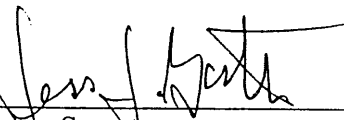
Storing of commercial equipment or household equipment

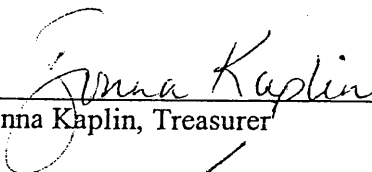
Storage of trailers in view of the pedestrian or street traffic

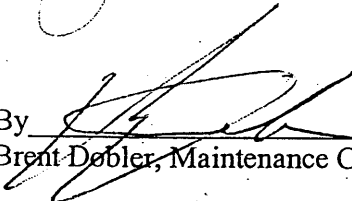
UNION STATION HOMEOWNER'S
ASSOCIATION, INC., an Oklahoma
not-for-profit corporation

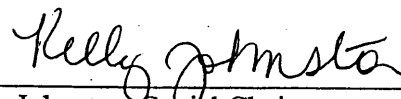
By 
Dina Updike, President

By 
Dana Jackson, Vice-President

By 
Jess Gates, Secretary

By 
Donna Kaplin, Treasurer

By 
Brent Dabler, Maintenance Chairman

By 
Kelly Johnston, Social Chairman

By Steve Dye
Steve Dye, Architectural Review Co-Chair

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

Before me the undersigned, Notary Public, in and for said County and State, on this 29 day of May, 2003, personally appeared Dina Updike, 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.

Christina A. Gray
Notary Public

My commission expires: Nov 8, 2004
#00018740



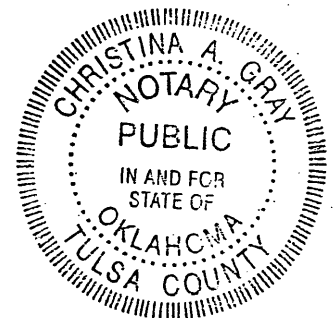
ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

Before me the undersigned, Notary Public, in and for said County and State, on this 29 day of May, 2003, personally appeared Dana Jackson, 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.

Christina A. Gray
Notary Public

My commission expires: Nov 8, 2004
#00018740



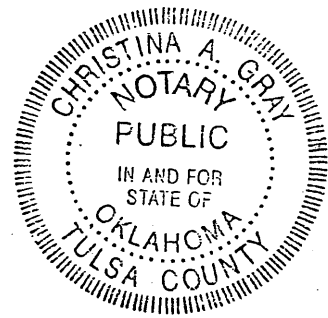
ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

Before me the undersigned, Notary Public, in and for said County and State, on this 29 day of May, 2003, personally appeared Jess Gates, 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.

Christina A. Gray
Notary Public

My commission expires: Nov 8, 2004
00018740



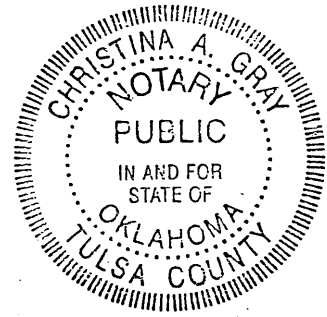
ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

Before me the undersigned, Notary Public, in and for said County and State, on this 29 day of May, 2003, personally appeared Donna Kaplin, 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.

Christina A. Gray
Notary Public

My commission expires: Nov 8, 2004
00018740



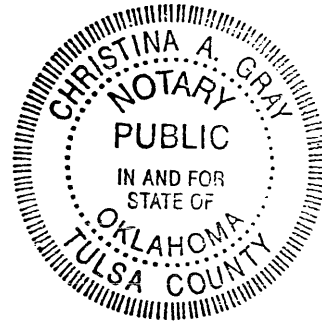
ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

Before me the undersigned, Notary Public, in and for said County and State, on this 29 day of May, 2003, personally appeared Brent Dobler, 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.

Christina A. Gray
Notary Public

My commission expires: Nov 8, 2004
#00018740



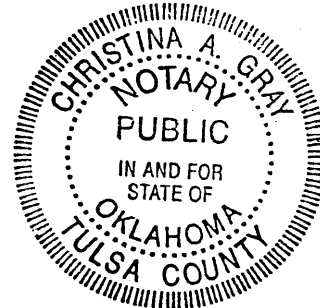
ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

Before me the undersigned, Notary Public, in and for said County and State, on this 27 day of May, 2003, personally appeared Kelly Johnston, Social 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.

Christina A. Gray
Notary Public

My commission expires: Nov 8, 2004
#00018740



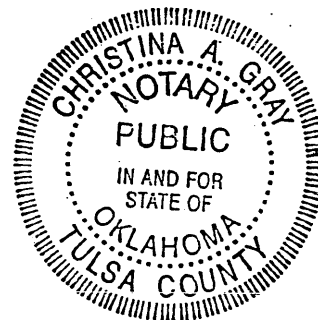
ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

Before me the undersigned, Notary Public, in and for said County and State, on this 27 day of May, 2003, personally appeared Steve Dye, Architectural Review 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.

Christina A. Gray
Notary Public

My commission expires: Nov 8, 2004
#00018740



SECOND AMENDED DEED OF DEDICATION AND COVENANTS OF UNION STATION

KNOW YE ALL MEN BY THESE PRESENTS:

That on this 11 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 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:

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.

**AMENDMENTS TO BY-LAWS OF UNION STATION
HOMEOWNERS ASSOCIATION**

KNOW YE ALL MEN BY THESE PRESENTS:

That on the 11th day of March, 1997, by the affirmative vote of two-thirds (2/3) of the members, under the provisions of Article XII of the Amended By-Laws of the Union Station Homeowner's Association, Inc. , the provisions of Article III are amended to provide the following:

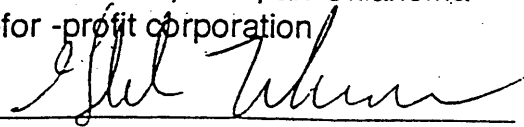
ARTICLE III

MEETING OF MEMBERS

Section ~~3~~-Notice of Meetings: Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, 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 at Sections 4 and 5 of this Article. The notice and proxy shall be delivered not less than 15 days nor more than 30 days before the meeting, to each member, addressed to the member's address last appearing on the books of the Association, or supplied in writing by the member to the Association for the purpose of notice. The notice shall specify the place, day and hour of the meeting. In the case of a special meeting, the notice shall state the purpose of the meeting.

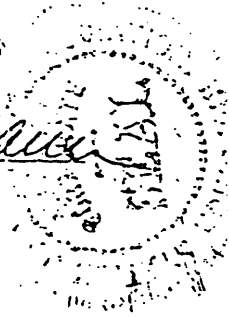
Section 4--Quorum: The presence at the meeting of members or their proxies, entitled to cast 51% of the votes of the Membership shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If such quorum is not present at any meeting called in accordance with the notice procedure, set forth hereinabove, 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 under Section 3 of this Article, 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.

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

By 
Gerald Weaver, President

By *John Delaney*
John Delaney, Vice President

By *Debbie Weaver*
Debbie Weaver, Secretary



By *J.M. 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

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

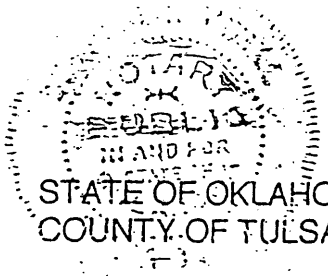
Before me the undersigned, Notary Public, in and for said County and State, on this day of October, 1997, personally appeared Gerald Weaver, President, to me known to be the identical person who subscribed his name to the above and foregoing

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 S. O'Neil

Notary Public

My commission expires: Jan. 6, 1999



ACKNOWLEDGMENT

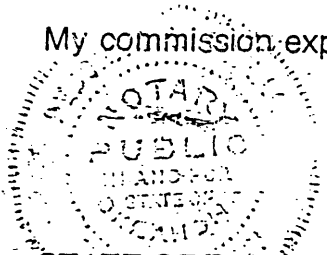
STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

Before me the undersigned, Notary Public, in and for said County and State, on this day of October, 1997, personally appeared 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 purposed therein set forth.

Deborah S. O'Neil

Notary Public

My commission expires: Jan. 6, 1999



ACKNOWLEDGMENT

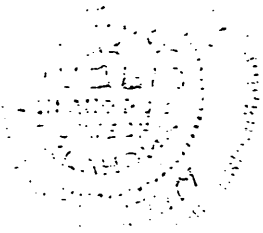
STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

Before me the undersigned, Notary Public, in and for said County and State, on this day of October, 1997, personally appeared 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



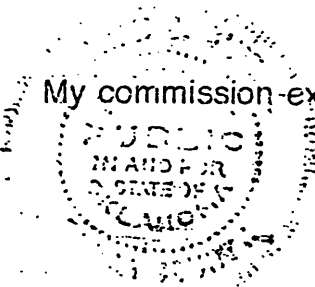
ACKNOWLEDGMENT

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 Curley, Treasurer, to me known to be the identical person who subscribed his name to the above document, and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

Melora 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 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.

Melora S. O'Neil
Notary Public

My commission expires: Jan 6, 1999



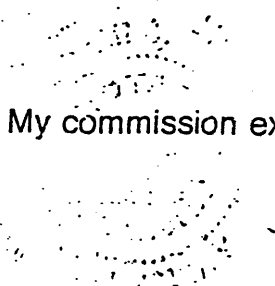
ACKNOWLEDGMENT

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 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.

Melora 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.

Abborah S. O'Neil
Notary Public

My commission expires: Jan. 6, 1999



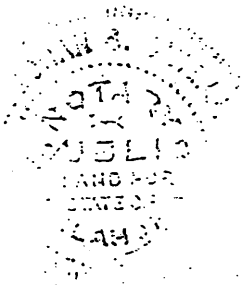
ACKNOWLEDGMENT

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.

Abborah S. O'Neil
Notary Public

My commission expires: Jan 6, 1999



AMENDED CERTIFICATE OF INCORPORATION
FOR
UNION STATION HOMEOWNERS ASSOCIATION, INC.
(A NOT-FOR-PROFIT CORPORATION)

In compliance with the requirements of Title 60 O.S.A. §852.B, the undersigned, being the record owners as of this date hereof of a majority of those certain residential building lots and common areas depicted on the official plat recorded as Plat No. 4855 in the office of the County Clerk of Tulsa County, Oklahoma, and comprising the real property described therein, have this date formed a not-for-profit homeowners association pursuant to the above-cited statute and in pursuance thereof, do hereby certify:

ARTICLE I

The name of the Association is UNION STATION HOMEOWNERS ASSOCIATION, INC., (hereinafter called the "Association").

ARTICLE II

The registered office of the Association located at 1717 South Cheyenne, Tulsa, Oklahoma, 74119.

ARTICLE III

Joseph L. Hull, III, whose address is 1717 South Cheyenne, Tulsa, Tulsa County, Oklahoma, is hereby appointed the registered service agent of the Association.

ARTICLE IV

The terms "Association", "Common Areas", "Declarant", "Lot", "Owner", and "Properties" as used in these Articles of Association shall have the meanings set forth in the Deed of Dedication and Restrictive Covenants of UNION STATION, dated November 7, 1991, and filed November 14, 1991 in the office of the Tulsa County Clerk, Plat No. 4855, (hereinafter referred to as Declaration).

ARTICLE V

PURPOSES AND POWERS OF THE ASSOCIATION

The Association shall not operate for pecuniary gain or profit, shall not issue capital stock, and no part of the net earnings of the Association shall inure to the benefit of any member or individual (except that reasonable compensation may be paid for services rendered), and the specific purposes for which it is formed are to provide for: (i) the use, improvement, maintenance, operation and repair of the Common Areas located in the Property, including any improvements and amenities located thereon; (ii) the establishment of rules and regulations for the

use of the Common Areas including any improvements and amenities located thereon; (iii) the distribution among the Owners of the Property of the costs of the use, improvement, maintenance and repair of the Common Areas, including any improvements and amenities located thereon; and (iv) the promotion of the health, safety, pleasure, recreation and welfare of the residents of the Lots within the Property. In furtherance of these purposes, the Association (by action of its Directors unless otherwise noted in these Articles of Association in the Declaration) shall have full power to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration as the same may be amended from time to time as therein provided, the Declaration being incorporated herein by reference as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the affairs of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association, subject, however, to the requirements of the Deed of Dedication and Restrictive Covenants of said Addition;

(d) borrow money, and with the assent of two-thirds (2/3) of the votes of the members of the Association, mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility subject, however, to the requirements of the Declaration and to such conditions as may be agreed to by the members; and

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional property and open space, provided that, except as otherwise provided in the Declaration, any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the votes of the members; and

(g) have and to exercise any and all powers, rights and privileges which an unincorporated association organized under the Corporation Law of the State of Oklahoma by law may now or hereafter have or exercise.

ARTICLE VI

Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

ARTICLE VII

The Association shall have one (1) class of voting membership. Owners shall have one (1) vote for each Lot owned within the Addition. When more than one person holds an interest in any Lot, all such persons shall be members; but, for purposes of a quorum and in voting, they shall be treated as a single member. The votes for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE VIII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of seven (7) Directors, who need to be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

J.D. Harp, P. O. Box 702852, Tulsa, OK, 74170-2852

David Gibson, P. O. Box 701115, Tulsa, OK, 74170-1115

Michael B. Fretz, 9525 S. Lakewood Ave., Tulsa, OK, 74137-4157

Darrell G. Jenkins, 9708 E. 55th Place, Tulsa, OK, 74146-6401

Perry W. Hood, 9824 S. 92nd E. Ave., Tulsa, OK, 74133-6117

These Directors shall serve until the organizational meeting of the members, at which their successors are elected.

ARTICLE IX

ASSESSMENTS

The Association shall have all the rights of assessment as set out in Paragraph E of the Declaration, said rights being incorporated herein.

ARTICLE X

The Association may be dissolved with the assent given in writing and signed by the holders of not less than two-thirds (2/3) of the votes of the members and the approval of the City of Tulsa or the agency thereof having zoning approval authority. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that acceptance of such a dedication is refused, the assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to similar purposes.

ARTICLE XI

The Association shall exist perpetually.

ARTICLE XII

Amendment of these Articles shall require the assent of the holders of two-thirds (2/3) of the votes of the members present in person or by proxy at the meeting at which the vote is taken. Anything set forth above in this Article XII to the contrary notwithstanding, Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of these Articles of Association all as from time to time amended or supplemented. This unilateral right, power and authority of the Company may be exercised if and only if either Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the Property or any part thereof or any Lots thereon for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Association or any successor agencies thereto approve the Property or any part thereof or any Lot therein for federally-approved mortgage financing purposes, any amendments to these Articles of the Association shall also require the prior consent of the agency giving such approval.

That at a meeting of the Board of Directors, a resolution was duly adopted setting forth the foregoing proposed amendment(s) to the Certificate of Incorporation of said Association, declaring said amendment(s) to be advisable and calling a meeting of the shareholders of said corporation for consideration thereof.

That thereafter, pursuant to said resolution of its Board of Directors, a meeting of the members of said Association was duly called and held, at which meeting the necessary number of shares as required by statute were voted in favor of the amendment(s).

SUCH AMENDMENT(S) WAS DULY ADOPTED IN ACCORDANCE WITH 18 O.S., §1077.

IN WITNESS WHEREOF, said Association has caused this certificate to be signed by its President and attested by its Secretary, this 2 day of June, 1993.

UNION STATION HOMEOWNERS ASSOCIATION

By: TERRI D. JUNGELS
TERRI D. JUNGELS, PRESIDENT

ATTEST:

Lori Odendahl
LORI ODENDAHL, SECRETARY

AMENDED COVENANTS FOR UNION STATION HOMEOWNER'S ASSOCIATION

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 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 plat, 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 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 residence temporarily or permanently, nor shall a

basement or any structure of temporary character by 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. (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.
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.
12. No outside television or radio antennas or satellite dishes will be allowed in the addition.
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).)
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 erect the same and the harmony thereof with the surrounding area 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 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 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 on 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 and exterior view from the inside of said porch, to the outside of the house.
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 limitation 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. Questions concerning this should be directed to Charles Procter of Tuttle and Associates at 663-5567.

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, plat plan and grading plan therefore or information satisfactory to the Architectural Review Committee shall have been submitted to and approved in writing by the Architectural Review Chairperson. In passing on such plans, specifications, plat plans and grading plans, the Architectural Review Committee 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 Architectural Review Committee within seventeen (17) days of the submission of said plans, then in such case said plans shall be deemed approved. See Article II A(14).
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.

- (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 restriction 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:

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 to 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 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 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 AND ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS: Each owner of any lot be acceptance of a deed therefore, 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 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, as well as administrative costs of operations of the Association.

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 12 months ending 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 members who are voting in person or by proxy at a meeting duly called for this purpose.

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 to the common areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) 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 and 4 shall be delivered or mailed to all member 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.

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 ASSESSMENT: 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 provision, 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) 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 assessment 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 FO 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 of 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, with 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.

ARTICLE IV GENERAL PROVISIONS

- A. ENFORCEMENT:** 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 arbitration the parties shall within ten days thereafter, select a disinterested third party to serve as an arbitration 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 expense 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 with three (3) years from the date hereof (November 7, 1991) to unilaterally amend the Plot and Deed of Dedication of this subdivision or any restriction therein or any setback lines set out on the recorded Plot, 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 with the addition. An instrument amending this declaration shall be recorded in the real estate records at the Office of the County Clerk in 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.

AMENDED 6/2/93

AMENDED BY-LAWS
OF
UNION STATION HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION: The name of the Association is UNION STATION HOMEOWNERS ASSOCIATION, INC., an Oklahoma corporation (hereinafter referred to as the "Association"): The principal office of the corporation shall be located at 1717 South Cheyenne, Tulsa, in Tulsa County, Oklahoma, but meetings of members and directors may be held at such places within the State of Oklahoma, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1: The terms "Association", "Common Area", "Lots", "Owner" and "Property" as used in these By-Laws shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions relating to the UNION STATION ADDITION, Plat No. 4855: and by Declaration of Additional Covenants. Conditions and Restrictions of UNION STATION ADDITION, dated November 7, 1991, and recorded on Plat No. 4855 (the "Declaration").

Section 2: "Member" means those persons or entities entitled to membership in the Association as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1--Annual Meetings: The first annual meeting of the Members shall be held within one (1) year from the date of formation of the Association upon the recordation of Articles of Homeowners Association in the office of the County Clerk for Tulsa County, Oklahoma. Each subsequent regular annual meeting of the Members shall be held in the same month of each year thereafter, at a date, time and place within the State of Oklahoma, selected by the Board of Directors of the Association.

Section 2--Special Meetings: Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of fifteen (15%) percent of the members of the Association.

Section 3--Notice of Meetings: Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by either mailing (postage prepaid) or delivery of a copy of the notice, not less than 15 nor more than 30 days before the meeting, to each

member, addressed to the member's address last appearing on the books of the Association, or supplied in writing by the member to the Association for the purpose of notice. The notice shall specify the place, day and hour of the meeting. In the case of a special meeting, the notice shall state the purpose of the meeting.

Section 4--Quorum: The presence at the meeting of members or proxies entitled to cast 51% of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5--Proxies: At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS SELECTION: TERM OF OFFICE

Section 1--Number: The affairs of this Association shall be managed by a Board of seven (7) Directors who must be members of the Association.

Section 2--Term of Office: The term of each Director shall be for one (1) year or until his successor is elected, whichever shall be the longer period. Each Director shall be elected at the annual meeting.

Section 3--Removal: Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. Any Director who misses more than two meetings during the term of his/her office may be removed upon majority vote of the Board. Pursuant to these By-Laws, in the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of the predecessor.

Section 4--Compensation: No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5--Action Taken Without a Meeting: The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written

approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATIONS AND ELECTION OF DIRECTORS

Section 1--Nomination: Nominations of Directors for election to the Board shall be made by a Nominating Committee appointed by the existing Board from the membership roster. The Committee shall consist of a Chairman and two committee persons. The committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations by this committee must be submitted to the Board for publication to the members not later than fifteen (15) days prior to the annual meeting. The committee members shall serve until the end of the respective annual meeting.

Section 2--Election: Election to the Board of Directors shall be by written ballot. At the election, the Members of their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1--Regular Meetings: Monthly meetings will be held by the Board of Directors the times and dates of which are to be determined by resolution of the Board without the need for further notice.

Section 2--Special Meetings: Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than ten (10) days notice to each Director, unless waived in writing.

Section 3--Quorum: A total of five (5) members present at the meeting of the Board of Directors shall constitute a quorum for the transaction of the business. Every act or decision done or made by a majority of the Directors at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1--Powers: The Board of Directors shall have the power to:

- (a) adopt and publish rules and regulations governing the use of the Common Areas, including any improvements and amenities located thereon, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights, and the right of use of any recreational facilities located on any Common Area during any period in which the Member is in default in the payment of any assessment levied by the Association; these rights may be suspended for the greater of 60 days or the date on which the unpaid amount due is satisfied;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Members by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration; and
- (d) employ a manager, independent contractors, or other employees or contractors as they deem necessary, and to prescribe their duties.

Section 2--Duties:

It shall be the duty of the Board of Directors to:

- (a) keep a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such a statement is requested in writing by the holders of fifteen (15%) percent of the votes of the Association membership;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration to:
 - (1) fix the amount of the annual assessment against each Lot not later than February 1st of each year;
 - (2) send written notice of each annual assessment to every Lot Owner subject thereto not later than February 15 of each year, and of each special assessment, at least thirty (30) days in advance of its due date; and

- (3) foreclose the lien against a Lot if the Owner has failed to pay an assessment of the Association in accordance with the Declaration;
- (d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid; a reasonable charge may be made by the Board for the issuance of these certificates. (If the certificate states that an assessment has been paid, the certificate shall be conclusive evidence of payment with respect to any person relying on the certificate);
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers and/or employees having fiscal responsibilities to be bonded to the extent it may be deemed appropriate and to require that the bond premiums be paid by the Association.
- (g) cause the Common Areas to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1--Enumeration of Offices: The officers of this Association shall be a President and Vice President, who shall at all times be Members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2--Election of Officers: The election of officers shall take place at the first meeting of the Board of Directors and thereafter at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3--Term: The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless such officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4--Special Appointments: The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5--Resignation and Removal: Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the

Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of the notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective.

Section 6--Vacancies: A vacancy in any office may be filled by appointment by the Board. The officer appointed to the vacancy shall serve for the remainder of the term of the officer such officer replaced.

Section 7--Multiple Offices: Not more than two (2) offices may be held by the same person. The offices of President and Vice President or President and Secretary shall not be held by the same person. The President and Vice President shall be members of the Board of Directors.

Section 8--Duties:

The duties of the officers are as follows:

President/Vice President: The President shall preside at all meetings of the members and of the Board of Directors and see that orders and resolutions of the Board are carried out. The President shall have authority to sign all leases, mortgages, deeds and other written instruments. The President shall be authorized and required to sign as a co-signer on all checks drafted on the account of the Association. The Vice-President shall serve in the capacity of President in the absence of the latter, with the same authority.

Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses when required by law, attest and affix the seal of the Association to all leases, mortgages, deeds and other written instruments; and perform such other duties as required by the Board.

Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse these funds as directed by resolution of the Board of Directors; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members requesting the same. The Treasurer shall be authorized to sign checks on the account of the Association as co-signer with the President or Vice-President.

ARTICLE IX

COMMITTEES

The Association shall appoint such committees as deemed appropriate in carrying out its purposes.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Association and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association assessments which are secured by a continuing lien upon the Lot against which the assessment is made. If the assessment is not paid on the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such 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.

ARTICLE XII

AMENDMENTS

Section 1: These By-Laws may be amended, at a regular or special meeting of the members, by the holder of two-thirds (2/3) majority of the votes of the members of the Association present in person or by proxy at the meeting at which the vote is taken.

Section 2: In the case of any conflict between the Articles of Association and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and the Articles or these By-Laws, the Declaration shall control.

ARTICLE XIII

MISCELLANEOUS

Section 1--Fiscal Year: The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of formation and end on December 31st of that year.

Section 2--Seal: The Association shall have a seal in circular form, having within its circumference the name of the Association, the words "Association Seal", and the word "Oklahoma".

Section 3--Indemnity: Each officer or director of this Association, including such person's heirs and personal representatives, made a party to any action, suit or proceeding or against whom a claim or liability is threatened, asserted or commenced by reason of the fact that such person was or is an officer or Director of the Association, shall be indemnified and held harmless by the Association against all judgments, fines, amounts paid on account thereof (whether in settlement or otherwise) and reimbursed for all expenses, including attorney's fees, actually and reasonably incurred by the person in connection with the defense of any action, suit, proceeding, or claim, whether or not the same proceeds to judgment or is settled or otherwise brought to a conclusion, provided that no person shall be indemnified or reimbursed for costs or expenses arising out of the person's dishonesty with the Association, his willful malfeasance or gross and reckless disregard of such person's duty.

The indemnification provided above is not exclusive but, in addition, any person who is or was an officer or Director of the Association shall be entitled to all reimbursement and indemnity provided by or under applicable provisions of the Oklahoma Business Corporations Act, as now in effect or as hereafter amended.

IN WITNESS WHEREOF, the undersigned do hereby ratify and accept the above and foregoing Amended By-Laws on this 2 day of June, 1993.

UNION STATION HOMEOWNERS ASSOCIATION

By: TERRI D. JUNGELS
TERRI D. JUNGELS, PRESIDENT

LORI ODENDAHL
LORI ODENDAHL, SECRETARY