

#991562

DEED OF DEDICATION AND RESTRICTIVE

COVENANTS

Dated: June 15, 1981

Filed: August 28, 1981 at 2:18 PM

Plat No. 4134

SILVER CHASE AMENDED

An Addition to the City of Tulsa, Tulsa County,

Oklahoma

a Subdivision of a part of the SW 114

of Section 21, T-18-N, R-13-E

STATE OF OKLAHOMA)

ss.

COUNTY OF TULSA)

DEED OF DEDICATION AND RESTRICTIVE
COVENANTS

KNOW ALL MEN BY THESE PRESENTS: SILVER CHASE DEVELOPMENT CORPORATION, an Oklahoma Corporation, hereinafter referred to as the "Owner", is the owner of the following described land in the City of Tulsa, County of Tulsa, State of Oklahoma, to-wit:

A part of the SW/4 of Section 21, T-18-N, R-13-E,
Tulsa

County, State of Oklahoma, being more particularly described as follows to-wit:

(Legend note: the asterik symbol "*" has been substituted for the "degree" symbol. For example, S 25* 06'53", would be read as "South, 25 degrees, etc.)

"BEGINNING at a point on the South line of the SW/4 of said Section 21, said point being 1025.00 feet West of the Southeast corner of the SW/4, thence due West, along the South line of the SW/4 a distance of 1616.57 feet to the Southwest corner of the SW/4; thence N 0*06'23" E along the West line of the SW/4 a distance of 1653.10 feet to a point; thence due East and parallel with the South line of the SW/4 a distance of 2642.78 feet to a point on the East line of the SW/4; thence S 0*08'54" W along the East line of the SW/4 a distance of 838.10 feet to a point, said point being 815.00 feet North of the Southeast corner of the SW/4; thence due West 412.11 feet to a point; thence due South a distance of 15.00 feet to a point; thence due West a distance of 350.00 feet to a point; thence S 65*33'22" W a distance of 302.08 feet to a point; thence S 11*18'36" W a distance of 127.48 feet to a point; thence S 39*48'20" W a distance of 39.05 feet to a point; thence S 05*21'21" W a distance of 160.70 feet to a point; thence S 25*06'53" E a distance of 176.71 feet to a point; thence due South a distance of 200.00 feet to the POINT OF BEGINNING, containing 81.168 acres more or less."

and has caused the above described land to be surveyed, staked, platted and subdivided into lots, blocks and streets and has designated the name as "SILVER CHASE" a subdivision in the City of Tulsa, Tulsa County, Oklahoma.

SECTION 1.

STREETS, EASEMENTS AND UTILITIES

Articles A through G:

- A. Public Streets and General Utility Easements
- B. Underground Electric Service
- C. Drainage Easements
- D. Drainage Easements
- E. Limits of No Access
- F. Private Septic Systems
- G. Water and Sanitary Sewer Service

- A. Public Streets and General Utility Easements:

The Owner does hereby dedicate for the public use all public streets and public places, excluding Reserve Area "A", which shall be retained by Owner-developer, as designated on the accompanying plat and does further dedicate for the public use the utility easements as designated on the accompanying plat for the several purposes of construction, maintaining, operating, repairing, replacing and removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, and water lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto with the rights of ingress and egress to and upon said utility easements and right-of-ways for the uses and purposes aforesaid, together with similar rights in East 101st Street South as shown in said plat.

- B. Underground Electric Service:

Overhead lines for the supply of electric service may be located along perimeter of SILVER CHASE ADDITION. Street light poles or standards may be served by the underground cable and elsewhere throughout the subdivision. All supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.

Underground service cables to all structures which may be located on all lots in the subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such structures 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 the electric service shall thereafter be deemed to have a definitive, permanent, effective and exclusive-right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such a service cable, extending from the service pedestal or transformer to the service entrance on said structure.

The supplier of electric service, through its proper agents and employees, shall at all times have right of access to all such easements shown on said plat, or provided for in the Deed of Dedication for the purpose of installing, maintaining, removing, or replacing any portion of said underground electric facilities so installed by it.

Underground Electric Service cont...

The owner of each lot shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. The company will be responsible for ordinary maintenance of underground electric facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

The foregoing covenants concerning underground electric facilities shall be enforceable by the supplier of electric service, and the owner of each lot agrees to be bound hereby.

C. Drainage Easements.

Areas designated on the accompanying plat as "Drainage Easement" are herein established by grant of the Owner as perpetual drainage easements for the common use and benefit of the owners of lots within SILVER CHASE AMENDED for the purposes of conveying and discharging storm water runoff to the various lots within the subdivision, and within and upon said easement area may be included in underground or overland facilities and appurtenances. The owner of any lot upon which a drainage easement is located shall be responsible for the maintenance thereof and shall make no alteration nor place nor maintain any obstruction therein which would interfere with the conveyance and discharge of storm water runoff.

In the event a lot owner shall violate the restrictions herein set forth, the City of Tulsa, Oklahoma, upon 10 days notice to the lot owner, may enter the drainage easement area and undertake the necessary corrective action, including the removal of obstructions or correction of alterations and recover the cost thereof from the lot owner, and such cost shall constitute a lien on the lot subject to foreclosure by the City of Tulsa.

D. Drainageway Easements:

Areas designated on Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, and 39 of Block 1 and on Lots 4, 5, 6, 7, 8, 9, 10, 12, 13, 14 and 15 of Block 2 and on Lots 21 and 22 of Block 3 on the accompanying plat as "Drainageway Easement" are hereby dedicated by Owner as a perpetual easement to the public for the purpose of natural storm water drainage-way or for the purpose of constructing, maintaining, operating, removing and replacing storm water drainage facilities in accordance with standards adopted by the City of Tulsa and in accordance with plans and specifications approved by the City Engineer of the City of Tulsa. No fence, wall, planting, building, or other obstruction may be placed or maintained in said drainageway hereby dedicated and there shall be no alteration of the grades or contours in said dedicated area without approval of the City of Tulsa. No obstructions may be placed in said drainageway which would prevent ingress and egress to same by maintenance vehicles or which would prevent said vehicles traveling on said drainageway for maintenance purposes.

A permanently visible monument shall be set on each property line at its intersection with the dedicated drainageway to identify the limits of the drainageway. Said monuments shall conform to adopted City standards and shall be maintained and not removed by any owner, his successors, or assigns.

In the event a lot owner shall violate the restrictions herein set forth, the City of Tulsa, Oklahoma, upon 10 days notice to the lot owner may enter the drainageway easement area and undertake the necessary corrective action, including the removal of obstructions or correction of alterations and recover the cost thereof from the lot owner, and such cost shall constitute a lien on the lot subject to foreclosure by the City of Tulsa.

E. Limits of No Access:

The owner hereby relinquishes right of ingress and egress to the property comprising the subdivision within the bounds designated as "Limits of No Access" (LNA) except as may hereafter be released, altered, or amended by the Tulsa Metropolitan Area Planning Commission or its successors, or as otherwise provided by the laws of the State of Oklahoma pertaining thereto.

F. Private Septic Systems:

Sewerage is intended to be disposed of by individual septic tank disposal systems, and shall be subject to the regulations of the Tulsa City-County Health Department. Each lot owner shall be responsible for the installation and maintenance of the septic system serving the lot and the lot area containing the lateral lines shall be maintained free of any building or other structure or surfacing which would interfere with the functioning of the lateral lines.

G. Water and Sanitary Sewer Service:

The owner of each lot shall be responsible for the protection of the public water mains and of the public sanitary sewer facilities located on his lot and shall prevent the alteration of grade in excess of three feet (3') from the original contours or any construction activity which may interfere with said public water mains and/or public sanitary sewer facilities. Said alterations of grade restrictions shall be limited to easement areas.

The City of Tulsa or its successors will be responsible for ordinary maintenance of public water mains and public sanitary sewer facilities, but the Owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents.

The City of Tulsa, or its successors, through its proper agents and employees shall at all time have right of access with their equipment 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 water and sewer facilities.

The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Tulsa, or its successor, and the Owner of each lot agrees to be bound hereby.

SECTION II.

RESTRICTIONS

WHEREAS the Owner desires to establish restrictions for the purpose of providing for an orderly development and to insure adequate restrictions for the mutual benefit of the Owner, its successors and assigns:

THEREFORE, the Owner does hereby impose the following restrictions and covenants which shall be running with the land, and shall be binding upon the Owner, its successors and assigns:

Articles A through T:

- A. Use of Land
- B. Architectural Committee
- C. Minimum Lot Size, Yards and Setbacks
- D. Floor Area of Dwellings
- E. Garage
- F. Building Material Requirements
- G. Commercial Structures
- H. Livestock and Poultry Prohibited
- I. Noxious Activity
- J. Signs Prohibited
- K. Existing Buildings
- L. Temporary Structures
- M. Vehicle Storage and Parking
- N. Antennas
- O. Fencing and Walls
- P. Walks and Driveways
- Q. Exposed Poles, Cans, Etc.
- R. Duplication of Plans
- S. Storage of Materials
- T. Outbuildings

A. Use of Land:

All lots shall be known as and described as residential lots and shall be used for single-family residences with no more than one single-family detached dwelling per lot.

B. Architectural Committee:

The Architectural Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of the purposed building or structure, the materials of which it is to be built, availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval or failure to approve hereunder and its approval of building plans shall not constitute a warranty or responsibility for building materials, methods, procedures, structural design, grading or drainage, or code violations. The approval, disapproval or failure to approve of any building plans shall not be deemed a waiver of any restriction, unless the Architectural Committee is hereinafter authorized to grant the particular waiver. Nothing herein contained shall in any way be deemed to prevent any of the owners of property in this subdivision from maintaining any legal action relating to improvement within this subdivision which they would otherwise be entitled to maintain.

No building, fence or wall shall be erected, placed or altered on any lot in this subdivision until the building plans and specifications, drainage, and grading plans, exterior color scheme and material thereof, and plot plan which shows the location and facing of such building, have been approved in writing by a majority of an architectural

Architectural Committee cont....

committee composed of the SILVER CHASE DEVELOPMENT CORPORATION, or its duly authorized representatives or successors. In the event of the death or resignation of any member of the above named committee, the remaining member or members shall have full authority to approve or disapprove such plans, specifications, color scheme, materials and plot plan or to designate a representative or representatives with like authority, and said remaining member or members shall have authority to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and said newly appointed member shall have the same authority hereunder as their predecessors as above set forth.

C. Minimum Lot Size, Yards and Setbacks:

1. Minimum Lot Size: No lot shall be split or re-subdivided into any lot having an area of less than one-half acre.

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

3. Side Yard: Each lot shall maintain side yards of not less than 10 feet in width each.

4. Rear Yard: Each lot shall maintain a rear yard of at least 35 feet.

D. Floor Area of Dwellings:

1. Single-story: A single story dwelling shall have at least 2400 square feet of finished heated living area.

2. Two-story, story-and-a-half and split level:

If a dwelling has two levels or stories immediately above and below each other measured vertically and all such levels or stories are above the finished exterior grade of such dwelling, then such dwelling shall have at least 1800 square feet of finished heated living area on the first story or main level and shall have a total of the various levels or stories of at least 2800 square feet of finished heated living area.

3. Computation of living area:

The computation of living area shall not include any basement or attic area used for storage. All living area measurements shall be taken horizontally at the top plate level to the face of the outside wall.

Required living area must average at least 7 feet 6 inches in height, except that in the computation of second or upper story living areas, the height shall be 7 feet 6 inches for at least one-half of the required living area, and any area of less than 5 feet shall be excluded.

E. Garage:

Each dwelling shall have an attached garage for at least two automobiles.

F. Building Material Requirements:

1. Exterior Walls: The exterior walls of the dwelling erected on any lot shall be of at least 35% brick, stone or stucco, provided, however, that the area of all windows and doors located in said exterior walls shall be excluded in the determination of the area of said exterior walls and further provided that where a gable type roof is constructed and a part of the exterior wall is extended above the interior room ceiling line due to the construction of such a gable type roof, then that portion of such wall extending above the exterior room ceiling height may be constructed of wood material and shall also be excluded from the square foot area in the determination of the area of the exterior walls of said dwelling.

2. Roofing: The roof of the dwelling erected on any lot shall be wood shingle, cement tile, clay tile or slate.

3. Foundations: All exposed foundations shall be of brick or stone. No concrete blocks, poured concrete or other foundation will be exposed.

4. Waiver: The Architectural Committee may waive, in the particular instance, the building requirements set out in paragraphs 1, 2 and 3.

G. Commercial Structures:

No building or structure shall be placed, erected or used for business, professional, trade or commercial purposes on any portion of any lot.

H. Livestock and Poultry Prohibited:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot therein, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

I. Noxious Activity:

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

J. Signs Prohibited:

The construction or maintenance of advertising signs, or other advertising structures on any lot is prohibited, except that signs advertising the sale or rental of a property are permitted, provided they do not exceed 9 square feet in display surface area.

K. Existing Buildings:

No existing erected building of any sort may be moved onto or placed on any lot.

L. Temporary Structures:

No trailer, tent, shack, garage, barn, out-building or any structure of a temporary nature shall at any time be used for human habitation, temporarily or permanently.

M. Vehicle Storage and Parking:

No inoperative vehicle shall be stored on any lot except within an enclosed garage. No motor home, boat, trailer, travel trailer or similar recreational vehicle shall be located, parked or stored within a side or front yard, and if not located within an enclosed garage, shall be screened sufficiently to prevent any view thereof from any street within SILVER CHASE.

N. Antennas:

No exterior radio or television tower, aerial, or antenna shall be located upon any lot.

O. Fencing and Walls:

1. No fence or wall shall exceed six (6) feet in height.

2. Perimeter Fencing and Walls:

The construction of screening fencing on those lots found on the perimeter of SILVER CHASE and 101st Street shall require the exposure of the finish side of said fencing to face towards 101st Street.

3. Interior Fencing and Walls:

No fence or wall shall be erected or maintained nearer to the streets within the subdivision than the building set-back lines depicted on the plat.

4. Any fencing facing a street right-of-way within the subdivision which will not be shielded by a structure on another lot must be of decorative design and expose the finished side to the street.
 - a. Decorative street side fencing shall not exceed five (5) feet in height.
 - b. Where decorative fencing or walls are required and wood fencing is used, the wood portion shall not extend more than sixteen (16) feet horizontally without a masonry column or other approved decorative break.
5. Fences and walls shall be of wood, brick, stone, stucco, or wrought iron. Chain link fences may be used if the supporting posts and rails are of wood or masonry but shall not face a street right-of-way.
6. No fence or wall be erected on any lot until the specifications and design thereof are approved by the Architectural Committee, as provided in Section II, sub-paragraph B. The Architectural Committee may waive, in particular instances, the requirements and limitations set forth in this sub-paragraph B.

P. Walks and Driveways:

No white chat walks or driveways will be permitted. Materials may be brick, stone, concrete or asphalt. River gravel may be used for walkways when compatible to design of residence.

Q. Exposed Poles, Cans, Etc.:

No exposed clothes line poles or outdoor drying apparatus will be permitted on any lot, nor shall any exposed garbage can, trash can, or any trash burning apparatus or structure be placed on any lot. This restriction shall not exclude the installation of underground garbage and trash storing devices.

R. Duplication of Plans:

Duplication of plans will be permitted only where there is at least four lots between locations for such duplication. Duplication of floor plans with a complete change of exterior styling will be permitted where at least two lots are between locations. Prior to the start of construction each builder or owner shall file at the office of the developer a duplicate set of building plans, including elevations, comparable to the plans submitted to the City of Tulsa Building Permit Office. The Architectural Committee shall review the building plans before and during construction so as to insure all subdivision lot owners that the protective covenants, quality and subdivision restriction are being complied with in an effort to represent the best interests of all subdivision lot owners, both present and future.

S. Storage of Materials:

No lot will be used for the storage of materials for a period of greater than 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.

T. Outbuildings:

Outbuildings no larger than 400 square feet may be constructed on any lot, provided they conform with the design of the house on the existing lot and are approved by the Architectural Committee.

SECTION III.

ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

Articles A through D:

- A. Enforcement
- B. Duration
- C. Amendment
- D. Severability

A. Enforcement:

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner, its successors and assigns and all parties claiming under them. The covenants shall inure to the benefit of all owners of lots within the subdivision of the City of Tulsa as to violations of the covenants to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenants or to recover damages for such violations.

B. Duration:

These restrictions shall remain in full force and effect until July 1, 2000, and shall automatically be extended thereafter

Duration cont...

for successive periods of ten (10) years each, unless terminated or amended as hereinafter provided.

C. Amendment:

The covenants contained within Section I and Subsections A and C of Section II may be amended, modified, changed or cancelled only by a written instrument signed and acknowledged by the Tulsa Metropolitan Area Planning Commission, or its successor, and by the owners of more than 2/3 of the lots within the subdivision and the provisions of such instrument shall be binding from and after the date it is properly recorded.

The remaining covenants therein established may be amended, modified, changed or cancelled only by a written instrument signed and acknowledged by the owners of more than 2/3 of the lots within the subdivision, and the provisions of such instrument shall be binding from and after the date it is properly recorded.

D. Severability:

Invalidation of any restriction set forth herein or any part thereof, by an order, judgement or decree of any Court, or otherwise, shall not invalidate or affect any of the other restrictions of any part thereof as set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, SILVER CHASE
DEVELOPMENT CORPORATION, an Oklahoma
corporation, has executed this instrument this 15th day of
June, 1981.

(CORPORATE SEAL)

ATTEST: Russell K. Hunt, Secretary

ACKNOWLEDGED:

SILVER CHASE DEVELOPMENT CORPORATION, an
Oklahoma Corporation

BY: Tom Wenrick, President

On the 15th day of June, 1981, by TOM WENRICK,
President, before Becky Sheram, Notary Public,
County of Tulsa, State of Oklahoma. (SEAL)
Commission expires October 1, 1984.

CERTIFICATE OF SURVEY

I, Lynden L. Burrow, a Registered Land Surveyor of the
State of Oklahoma do hereby certify that I have, at the
instance of the Owner designated above, made the above
described survey and that the accompanying plat is a true
and correct representation of said survey.

Signed and sealed this 15th day of June, 1981

Lynden L. Burrow, Registered Land Surveyor
(SEAL)

Covenants continue, SECTION IV, next page...

SECTION IV.

HOMEOWNERS ASSOCIATION

Articles A through F:

- A. Formation of Owners Association
- B. Membership
- C. Covenant for Assessments
- D. Purpose of Assessments
- E. Non-Payment of Assessments
- F. Certain Rights of the Association

A. Formation of Owners Association.

The Owners have previously formed the SILVER CHASE
HOMEOWNERS ASSOCIATION, INC. (hereinafter
referred to as the Association), an existing non-profit entity
established pursuant to the General Corporation Act of the
State of Oklahoma and formed for the general purposes of
maintaining the entrances, streets and other common areas
and enhancing the value, desirability and attractiveness of
the Silver Chase Amended Subdivision.

B. Membership.

Every person or entity who is a record owner of the fee
interest of a lot shall be a member of the Association, and
membership shall be appurtenant to and may not be
separated from the ownership of a lot. Member's voting
rights shall be restricted to one (1) vote per lot. The
acceptance of a deed to a lot shall constitute acceptance of
membership to the Association as of the date of recording
of the deed.

C. Covenant for Assessments:

Purpose of Assessments cont...

Each owner of a lot, together with those who become lot owners or acquire a lot in Silver Chase after the date of recording this Amendment by acceptance of a deed therefore, are deemed to covenant and agree to pay to the Association an annual assessment as established by the Board of Directors, not to exceed \$125.00 per year, per lot owned after the date of recording this Amendment, 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 5%, whichever is greater. "Consumer Price Index" shall mean the current index published by the U.S. Department of Labor for the area including Tulsa, Oklahoma. Annual assessments exceeding the amount above set forth shall require the assent of two-thirds owners within the subdivision. Annual assessments together with interest, costs and reasonable attorneys' fees shall be a continuing lien on the lot and the personal obligation of the ownership of the lot at the time of the assessment. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage.

D. Purpose of Assessments:

The assessments levied by the Association shall be used to promote the welfare, safety, recreation and health of the residents in Silver Chase by providing for the maintenance, improvement and enhancement of entrances and common areas in the addition. The assessment fee shall also cover miscellaneous administrative expenses.

E. Non-payment of Assessments:

Any assessment not paid within thirty (30) days after the due date (which shall be 30 days after the initial invoice) shall bear interest from the due date at the rate of 18% per annum, or 1.5% per month, compounded monthly, plus a late charge of \$5.00. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of the Owner's lot. Sale or transfer of any lot shall not affect the assessment lien.

1. Income and expense accounting will be reported annually each February at the Association's Annual General Meeting.
2. Budget and/or expense information is available to Association Members anytime by contacting a Silver Chase Homeowners Association (SCHOA) Board Member, whose name is listed in the front of the SCHOA Directory.
3. The SCHOA fiscal year starts in March, ends in February. The annual assessment dues are payable each March 1st.

F. Certain Rights of the Association:

Without limitation of such other powers and rights as the Association may have, the Association shall be deemed a beneficiary, to the same extent as a lot owner, of the various covenants within this document contained and shall have the right to enforce said covenants and agreements.

This Amendment, SECTION IV--HOMEOWNERS ASSOCIATION, is effective this 3rd day of March, 1998.

ACKNOWLEDGED:

SILVER CHASE HOMEOWNERS ASSOCIATION, INC., an Oklahoma non-profit corporation

BY: Cheryl M. Paxton, President

On the 3rd day of March, 1998, by CHERYL M. PAXTON, President,
Before Floris A. Mayopoulos, Notary Public
County of Tulsa, State of Oklahoma. (SEAL)
Commission expires September 16, 2001

Tulsa County Clerk - EARLENE WILSON
Doc# 2004136671 Rev 12
Receipt # 762782 11/12/04 12:08:34
Fee 35.00

UNANIMOUS DIRECTOR CONSENT ACTIONS
OF
SILVER CHASE AMENDED HOMEOWNERS ASSOCIATION, INC.

The undersigned, being all of the members of the Board of Directors of Silver Chase Amended Homeowners Association, Inc., an Oklahoma non-profit corporation (the "Association"), pursuant to Sections 1027.F.1 and 1074 of title 18 of the Oklahoma Statutes, do hereby waive notice and the holding of a formal meeting, and hereby unanimously adopt the following resolutions relating to the Second Amendment to Deed of Dedication and Restrictive Covenants of Silver Chase Amended ("Second Amendment"):

RESOLVED that the Second Amendment (attached hereto as Exhibit A) is hereby ratified, confirmed, approved and adopted.

RESOLVED that the Association's President is authorized to take the necessary steps to cause the Second Amendment Certificate to be filed of record with the Tulsa county Clerk and to cause to be executed all documents as may be required to accomplish the implementation of the Second Amendment.

Dated effective February 22, 2004.

DIRECTORS:
Paul Gee
Paul Gee, President

Donna Guidelock
Donna Guidelock, Vice-President

Lara Miller
Lara Miller, Secretary

Jack Haight
Jack Haight, Treasurer

Tom Payne
Tom Payne



RT - Paul Gee
5202 E. 69 Place
Jen, OK 74134

**SECOND AMENDMENT
TO DEED OF DEDICATION AND RESTRICTIVE COVENANTS
OF
SILVER CHASE AMENDED**

WHEREAS, Silver Chase Development Corporation, an Oklahoma corporation, hereinafter referred to as the "Owner," executed and filed for record the Plat and Deed of Dedication for Silver Chase Amended, a Subdivision of a part of the SW 1/4 of Section 21, Township 18 North, Range 13 East, Tulsa County, Oklahoma, as Plat No. 4134 (the "Deed of Dedication and Restrictive Covenants"); and

WHEREAS, Section II.F.2 of the Deed of Dedication and Restrictive Covenants generally provides that the roof of any dwelling erected on any lot shall be wood shingle, cement tile, clay tile or slate; and

WHEREAS, the Board of Directors of the Silver Chase Homeowners Association, hereinafter referred to as the "SCHOA" convened a duly authorized meeting of the owners of lots in Silver Chase Amended, upon thirty (30) days notice to the owner of every lot in the subdivision by publication in the SCHOA newsletter and by publication in the Tulsa World newspaper at least fourteen (14) days before the meeting, to consider the amendment of said Section II.F.2 to permit the use of composition roofs under certain terms and conditions; and

WHEREAS, the owners of more than two-thirds (2/3) of the lots in Silver Chase Amended identified on Exhibit "A" attached hereto and incorporated by reference hereinafter referred to as the "Consenting Owners," have exercised their rights granted pursuant to 11 Okla. Stat. §42-106.1, to amend Section II.F.2, as set forth below; and

WHEREAS, the Consenting Owners, acting by and through the Association, have directed the President of the Association to publish notice of the approval by the Consenting Owners of this amendment to Section II.F.2 of the Deed of Dedication and Restrictive Covenants.

NOW THEREFORE, the Consenting Owners, whose signatures appear on Exhibit "A" heretof, provide notice that Section II.F.2 of the Deed of Dedication and Restrictive Covenants has been amended as follows:

II.F.2. Wood shingle, cement tile, clay tile, slate tile roofs or Tanko Heritage 30 composition shingles in a weathered wood color or a similar or higher quality brand that simulates a "weathered wood" look if approved upon written request to the Architectural Committee shall be used on all residences in Silver Chase Amended unless Federal, State or local laws affect the enforcement of this restriction.

No other terms or conditions of the Plat and Deed of Dedication and Restrictive Covenants of Silver Chase Amended were revised or amended by the Consenting Owners.

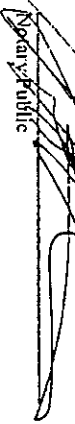
IN WITNESS WHEREOF, Paul Gee, President of the Association, has executed this instrument this 12 day of November, 2004.

SILVER CHASE HOMEOWNERS
ASSOCIATION, INC., an Oklahoma non-
profit corporation

By: Paul Gee
Paul Gee, President

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This foregoing instrument entitled SECOND AMENDMENT TO DEED OF DEDICATION AND RESTRICTIVE COVENANTS OF SILVER CHASE AMENDED was acknowledged before me the undersigned notary, this 12 day of November, 2004, by Paul Gee, in his capacity as President of Silver Chase Amended Homeowners Association, Inc. an Oklahoma non-profit corporation.


Notary Public

*My Commission Expires
8/11/2008
Commission # 12637*