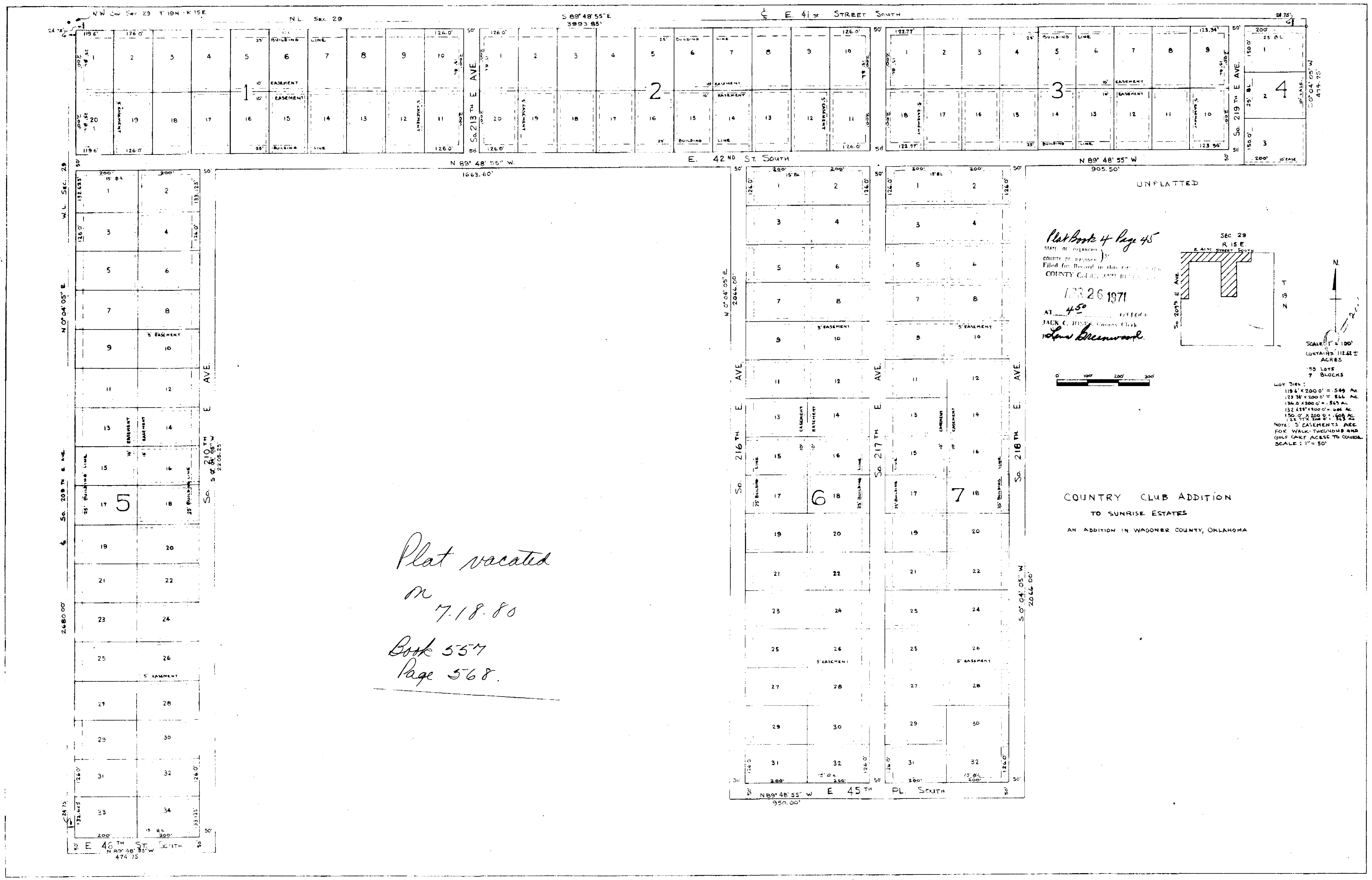

OWNER'S CERTIFICATE OF DEED OF DEDICATION AND BILL OF ASSURANCE

KNOW ALL MEN BY THESE PRESENTS:

That, SUNRISE RIDGE CORPORATION, being a corporation of the State of Oklahoma, and owner of the fee simple title in and to a certain tract of land known and described as: Part of the North Half (N/2) of Section Twenty-Nine (29), Township Nineteen (19) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, Oklahoma, according to the U. S. Government Survey thereof, being more particularly described as follows, to-wit: Beginning at the Northwest Corner of said Section 29, thence South 89° 48' 55" East along the North line of said Section 29, a distance of 3993.85 feet to a point; thence South 0° 04' 05" West, a distance of 474.75 feet to a point; thence North 89° 48' 55" West, a distance of 905.50 feet to a point; thence South 0° 04' 05" West, a distance of 2066.00 feet to a point; thence North 89° 48' 55" West, a distance of 950.00 feet to a point; thence North 0° 04' 05" East, a distance of 2066.00 feet to a point; thence North 89° 48' 55" West, a distance of 1663.60 feet to a point; thence South 0° 04' 05" West, a distance of 2205.25 feet to a point; thence North 89° 48' 55" West, a distance of 474.75 feet to a point on the West line of said Section 29; thence North 0° 04' 05" East along the West line of said Section 29, a distance of 2680.00 feet to the point of beginning, containing 112.62 acres, more or less.

This declaration of COUNTRY CLUB ADDITION to SUNRISE ESTATES Building Restrictions and Architectural Control made this 26th day of April, 1971, by SUNRISE RIDGE CORPORATION, an Oklahoma Corporation qualified to do business in the State of Oklahoma.

Whereas, SUNRISE RIDGE CORPORATION, are the owners of COUNTRY CLUB ADDITION to SUNRISE ESTATES according thereof to Map No. ______, Book ______, Page ______, filed in the office of the County Clerk of Court on ______________ 19____ consisting of real property situated in the County of Wagoner, Oklahoma, and hereafter referred to as "Real Property", and

Whereas, Owner is about to sell and convey some or all of the lots located within said COUNTRY CLUB ADDITION to SUNRISE ESTATES, and before selling or conveying any of said lots desires to subject all of said lots to certain conditions, covenants and restrictions for the protection and benefit of Owner and any and all future owners of said lots or any of them.

Now Therefore, in consideration of the premises, Owner hereby certifies and declares that it has established and does hereby establish the following general plan for the protection and benefit of all of said Real Property, and has fixed and does hereby fix the following protective covenants, conditions and restrictions upon and subject to which each and all of the lots in said Real Property shall be hereafter held, used, occupied, leased, sold and/or conveyed. Each and all of which said conditions and restrictions shall inure to the benefit of, be binding upon and pass with said Real Property, and each and every lot and/or parcel thereof, and shall inure to the benefit of, apply to and bind the respective successors in title or interest of Owner.

SAID CONDITIONS AND RESTRICTIONS ARE AS FOLLOWS, TO-WIT:

(1.) LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two (2) stories in height above the ground level of highest elevation on which any portion of the main building is erected, and a private garage and such outbuildings as are customarily appurtenant to dwellings, every building except a greenhouse to correspond in style and architecture to the dwelling to which it is appurtenant. No outbuilding shall exceed the dwelling to which it is appurtenant in height, number of stories or size. A garage or carport to house at least one automobile must be provided on each lot.

(2.) ARCHITECTURAL CONTROL COMMITTEE. Herein referred to as ACC. There shall be an ACC consisting of three (3) persons to be appointed by the Owner. Each of said persons so appointed shall be subject to removal at the direction of Owner, at any time and from time to time, and all vacancies on said committee shall be filled by appointment of Owner. In the event of the failure of Owner to appoint such committee or to fill any vacancies therein, then, in such event, the owners of a majority in number of the lots in said Real Property shall have the right by written document to appoint the members of said committee or fill any vacancies therein. A majority of the committee may designate a representative to act for it.

(3.) PLANS AND SPECIFICATIONS. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the ACC as to natural harmony of exterior design with existing structure and as to location with respect to topography and finished grade elevations. No fence or wall more than two (2) feet in height shall be erected, placed or altered nearer to any street than the minimum set-back line. The exterior walls of all buildings constructed on any plot shall be constructed of a minimum of 80% of masonry or masonry veneer, except for windows, doors, louvers, covered porches and other decorative features that may be approved after plans and specifications are submitted. No fence or wall shall be constructed higher than six (6) feet and no fence or wall shall be constructed without the prior approval of the ACC as to type, materials, etc.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(4.) FEES PAYABLE TO THE ARCHITECTURAL CONTROL COMMITTEE. The ACC may charge a fee for services attendant approval of plans not to exceed $10.00 per thousand square feet of total floor area or fraction thereof if plans are submitted for prior approval. Committee may charge a fee of $100.00 per thousand square feet of total floor area or fraction thereof, plus any attorney's fees, if plans are submitted after construction has begun.

(5.) DWELLING SIZE. No dwelling erected on any lot shall contain less than 2200 square feet on 100 foot minimum width lots, living area only, exclusive of garages, carports, storage and other open area.

(6.) ROOF. No roof shall be constructed on a dwelling with less than a slope of two (2) feet each twelve (12) feet of roof except over porches or when used as a sundeck on the rear of the dwelling.

(7.) LOT SIZE. No dwelling shall be erected or placed on any lot platted other than as shown on the approved plat unless approved by the ACC.

(8.) BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. No building shall be located nearer to the side lot line than 10% of the width of the lot at building line set-back.

(9.) EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot.

(10.) NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(11.) TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

(12.) SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale, rent, or signs used by a builder to advertise the property during the construction and sales period. Signs of a larger size advertising the subdivision may be erected by the development company.

(13.) OIL AND MINING OPERATIONS. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

(14.) LIVESTOCK AND POULTRY. 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 kept provided that they are not kept, bred or maintained for any commercial purpose.

(15.) GARBAGE AND REFUSE DISPOSAL. No lot shall be used for or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(16.) SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 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 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within (10) feet from the intersection of a street property line with the edge of a driveway pavement. 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.

(17.) DRAINAGE. For drainage purposes, the grades and low elevations as left by the builder and developer shall be considered the natural drainage.

(18.) TRANSPORT VEHICLES. Trucks shall not be permitted to park on the streets, driveways or lots overnight, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in this subdivision at any time.

(19.) WATER SUPPLY. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of Wagoner County Health Unit. Approval of such system as installed shall be obtained from such authority and Owner prior to construction.

(20.) RELOCATION OF BUILDINGS. Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building on to a lot and remodeling or converting same into a dwelling unit in this subdivision.

(21.) COMPLETION OF CONSTRUCTION. Construction of a home on a lot, once started must be diligently pursued and completed within a reasonable time.

(22.) AMENDMENTS. Sunrise Ridge Corp. reserves the right, so long as Sunrise Ridge Corp. are the owners of any land in said subdivision, to amend, revise, or abolish them, in their opinion is to the subdivision, any one or more of the foregoing restrictions and to revise the plat of said subdivision by instrument duly executed and acknowledged by them and filed in the Conveyance Records of Wagoner County, Oklahoma.

(23.) TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years, provided, however, that at the end of the first twenty-five year period or at the end of any successive ten (10) year period thereafter any one or more of said restrictions and covenants may be released when such action is previously consented to in writing by the majority of the legal owners of property within the subdivision and the legal owners of more than fifty (50%) percent of the front footage of lots therein. Any such release when effected shall be promptly filed for record in the Conveyance Records of the County of Wagoner, OKLAHOMA.

(24.) ENFORCEMENT. The restrictions set forth herein, which are imposed for the benefit of all persons who may acquire property within Country Club Addition (to Sunrise Estates), shall run with the land and be enforceable by any remedy available for that purpose.

(25.) SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

EASEMENT GRANT

The undersigned owner further dedicates the public use an easement and right-of-way as shown and designated on the accompanying plat for the purpose of construction and maintaining, operating, repairing or removing sanitary sewers and other necessary facilities, telephone lines, electric power lines, gas lines and water lines, either by erecting poles, wires, conduits and pipes and/or any and all facilities with right of ingress and egress upon said right-of-way, for the uses and purposes aforesaid, so long as the foregoing easements are used for public use.

Dated this 26th day of APRIL, 1971

George W. Underwood
SUNRISE RIDGE CORPORATION

STATE OF OKLAHOMA)
COUNTY OF Tulsa) SS

Before me, the undersigned, a Notary Public in and for said County and State on this 26th day of April, 1971, personally appeared George W. Underwood, SUNRISE RIDGE CORP., to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this 26th day of April 1971.

My Commission Expires Sept. 3 1972.

Lona M. Porter
Notary Public

SURVEYOR'S CERTIFICATE

I, DAVID C. WHITE, of Tulsa County, Oklahoma, a partner to White Surveying Company, and a Registered Land Surveyor, do hereby certify that I have platted into Lots, Blocks, and Streets COUNTRY CLUB ADDITION to SUNRISE ESTATES, an Addition in Wagoner County, Oklahoma, and that the above plat is a true and correct representation of said survey.

David C. White
WHITE SURVEYING COMPANY

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared David C. White, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

WITNESS my hand and seal this 26th day of April 1971

My Commission Expires Sept. 3 1972

Lona M. Porter
Notary Public

According to the 1970 Tax Rolls taxes on above description are paid.
4-26-'71
[signature]
Dep. Co. Treas.