

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

FOR

GLADE CROSSING I and II

P.U.D. # 78.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Roland Investments, Ltd. is the sole owner in fee simple of the following described real property in Tulsa County, State of Oklahoma, to-wit;

A tract--of land situated in the E/2 of the NE/4 of Section 8, T-18-N, R-14-E of the Indian Base and Meridian, Tulsa County, Oklahoma, being more particularly described as follows, to-wit: Beginning at a point on the East line of Said Section 8, 450.00 feet S 00°01'10" E from the Northeast corner thereof; Thence S 00°01'10" E and along the East line of Said Section 8 for 894.79 feet; Thence S 89°58'50" W for 185.00 feet; Thence S 00°01'10" E for 29.82 feet; Thence S 89°58'50" W for 50.00 feet; Thence Northwesterly along a curve to the left with a radius of 25.00 feet and an initial tangent of N 00°01'10" W for 39.27 feet; Thence S 89°58'50" W for 78.94 feet; Thence N 00°01'10" W for 50.00 feet; Thence N 07°27'58" W for 122.14 feet; Thence N 00°01'10" W for 178.63 feet; Thence N 90°00'00" W for 599.97 feet; Thence N 00°01'10" W for 50.10 feet; Thence S 89°58'59" W for 115.00 feet; Thence N 00°01'01" W and a 250.00 foot parallel distance from the West line of Said E/2 NE/4 for 949.93 feet to the North line of Said Section 8; Thence N 90°00'00" E and along the North line of said Section 8 for 452.49 feet; Thence S 00°01'10" E for 450.00 feet; Thence N 90°00'00" E for 617.20 feet to the point of beginning and containing 20.8679 acres more or less,

and hereby certify that they have caused to be surveyed, staked and platted in conformity to the attached plat, which is hereby adopted as the plat of the above described land, under the name of "GLADE CROSSING I", an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma.

SECTION I. STREETS, -EASEMENTS, AND UTILITIES

1. Utility Easements and Streets. The undersigned owner dedicates to the public use forever, street right-of-way as shown and designated on the accompanying plat and does further dedicate to the public use forever the easements as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing all public utilities, including storm and sanitary sewer, telephone lines, electric power lines and transformers, gas lines, water lines, and cable television 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. No building, structure, or other above ground obstruction that will interfere with the purposes aforesaid, will be placed, erected, installed or permitted upon the easements or rights-of-way as shown, provided however, that the owners reserve the right to construct, maintain, operate, lay and relay water and sanitary 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 said plat, both for the furnishing of water and/or

sewer services to the area included in said plat, and, nothing herein shall be deemed to prohibit drives, parking areas curbing, signs/ landscaping/ and customary screening fences and walls.

2. Restrictive Drainage way and Storm Sewer Easement. Areas designated on the accompanying plat as "RESTRICTIVE DRAINAGEWAY AND STORM SEWER EASEMENT" are hereby established by grant of the owner as a perpetual restrictive easement for the purpose of permitting the flow/ conveyance/ and discharge of storm water runoff from within this subdivision. Drainage facilities constructed in the restrictive drainage way areas shall be in accordance with the standard plans and specifications of the City of Broken Arrow. The restrictive drainage way area and facilities shall be maintained by the lot owner upon which the drainage way is located at his cost in accordance with the standards as prescribed by the City of Broken Arrow. In the event the lot owner should fail to adequately and properly maintain the drainage way area and facilities, the City of Broken Arrow or its designated contractor may enter upon the area, perform the maintenance, and the cost of performing the maintenance shall be paid by the lot owner. In the event the lot owner fails to pay the cost of the maintenance within thirty (30) days after completion of the maintenance, the cost shall be a lien against the lot which may be foreclosed by the City of Broken Arrow. No fence, wall, planting, building, or other obstruction may be placed or maintained in the restrictive drainage way areas without the approval of the City Engineer of the City of Broken Arrow and there shall be no alteration of the grades or contours in the restrictive drainage way areas without the approval of the City Engineer of the City of Broken Arrow. The easement or any part thereof may be terminated, released, and canceled upon a resolution being adopted by the Broken Arrow City Council providing such.
3. Limits of No Access. The owners hereby relinquish rights of ingress and egress to the above described property within the bounds designated as "Limits of No Access" (LNA), and shown on the plat, except as may be hereafter be released, altered, or amended by the City of Broken Arrow as approved by the Broken Arrow Planning Commission or its successors, or as otherwise provided by the Statutes and Laws of the State of Oklahoma pertaining thereto. The foregoing covenant shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the owners of each lot agrees to be bound thereby.
4. Electric, Telephone, Cable Television and Natural Gas Service. In connection with the installation of underground electric, telephone, cable television and natural gas services, all lots are subject to the following:
 - A. Overhead pole lines for the supply of electric service, telephone and cable television service may be located along the North and East lines of the subdivision. Street light poles or standards shall be served by underground cable and elsewhere throughout said addition all supply lines shall be located underground, in the easement ways reserved for the general utility services and streets, shown on the attached plat. Service pedestal and transformers, as sources of supply of secondary voltages, may be located in such easement ways.
 - B. Except to houses on lots described in paragraph "A" above, which may be served from overhead electric service lines, telephone lines, and cable television cables, underground service cables to all houses which may be located on all lots in Said Addition 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 service cable to a

particular house supplier of electrical service, telephone or cable television service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of way easement on each lot covering a five foot strip extending 2.5 feet on each side of such service cable extending from the service pedestal or transformer to the service entrance on said house.

C. The supplier of electric, telephone, cable television and natural gas service, through their proper agents and employees shall at all times have the right of access to all such easement ways shown on the plat, or provided for in this deed of dedication for the purposes of installing, maintaining, removing, or replacing any portion of said underground electric, telephone, cable television or natural gas services so installed by it.

D. The owner of each lot shall be responsible for the protection of the underground electric, telephone, cable television, and natural gas facilities located on his- property and shall prevent the alteration of grade or any construction activity, which may interfere with said electric, telephone, cable television or natural gas facilities. The Company will be responsible for ordinary maintenance of underground electric, telephone, cable television or natural gas facilities caused or necessitated by the acts of the owner or its agents or contractors.

E. The foregoing covenants concerning underground electric, telephone, cable television, and natural gas facilities shall be enforceable by the supplier of electric, telephone, cable television or natural gas service, and the owner of each lot agrees to be bound thereby.

In connection with the provision of water and sanitary sewer service, all lots are subject to the following provisions, to-wit:

The owner of each lot shall be responsible for the protection of the public water mains and the public sanitary sewer facilities located on his lot and within the depicted utility easement area, if ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.

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

The City of Broken Arrow or its successors through its agents and employees shall at all times have the 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 underground water and sewer facilities.

The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Broken Arrow or its successors, and the owner of the lot agrees to be bound hereby.

6. Owner Responsibility within Easements. The owner of each lot shall be responsible for the repair and replacement of any landscaping and paving within the utility easements on his lot in the event it is necessary to pair any underground water or sewer mains, electric, natural gas, cable television, or telephone service.

SECTION II. LAND USE

PLANNED UNIT DEVELOPMENT RESTRICTIONS:

WHEREAS, GLADE CROSSING was submitted as a Planned Unit Development (designated as PUD #78) pursuant to Section 3 of the Zoning Ordinance No. 1560 adopted July 10, 1992 by the City of Broken Arrow, Oklahoma and approved by the Broken Arrow Planning Commission on June 29, 1993 and by the City Council of the City of Broken Arrow, Oklahoma on July 6, 1993.

WHEREAS, the Planned Unit Development provisions of the Broken Arrow Zoning Code require the establishment of covenants of record sufficient to assure continued compliance with the approved Planned Unit Development thereto.

NOW, therefore, the Owner for the purpose of providing for the orderly development, of "GLADE CROSSING", and for the purpose of insuring adequate restrictions for the mutual benefit of the Owner, their successors, grantees, and assigns, and the City of Broken Arrow, Oklahoma, does hereby impose the following restrictions and covenants running with the land.

1. That the applicant's outline development plan and text be made a condition of approval, unless revised herein.

2. Development Standards

Permitted Uses	Single family dwellings and related customary related uses.
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Maximum Number of DU'S	220
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Minimum lot size	7,000 Square feet
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Minimum side yards for each lot, 5' one side and 10' on the other (Minimum total 15')

At least 90% of all lots (except cul-de-sac lots) shall have a minimum of 63' frontage.

10% of all lots (except cul-de-sac lots) shall have a minimum of 60' frontage.

Cul-de-sac lots may have at least 55' frontage, measured at the 25' building line.

Minimum front yards of all lots shall be 25'.

Minimum rear yards on all lots to be 20% of lot depth.

Minimum common open space to be 5.37 acres, to be owned, developed and maintained by a Homeowners Association.

One (each) ingress and egress location on Olive/129th and Kenosha/71st. The entryway design to include at least 100' of brick walls along arterial streets, along with center medians, as presented.

Perimeter screening/fencing on arterial streets can be made of

wood, with masonry/brick columns.

All 100-year flood areas will be common open space (zoned FD).

SECTION III. RESERVE AREAS

1. Reserve Area "A". The Owner shall deed to the Homeowners Association reserve "A" and they are to maintain the area as an open space in conjunction with the PUD requirements.

SECTION IV. DEVELOPMENT AND CONSTRUCTION STANDARDS

WHEREAS, the owner desires to establish restrictions for the purpose of achieving an orderly development for the mutual benefit of the Owner, the Owner's successors in title and the City Broken Arrow, Oklahoma; and

WHEREAS, the Planned Unit Development provision of the Broken Arrow Zoning Code require the establishment of covenants of record inuring to and enforceable by the City of Broken Arrow, Oklahoma sufficient to assure continued compliance with the approved Planned Unit Development and amendments thereto; and

THEREFORE, the Owner does hereby impose the following restrictions and covenants running with the land and shall be binding upon the Owner, its successors and assigns and shall be enforceable as hereinafter set forth.

1. Homeowners Association. The owners and developers of "GLADE CROSSING" shall be responsible for the maintenance of common areas until the establishment of the "GLADE CROSSING" Homeowners Association. Membership in the Association, once established, shall be mandatory to each lot owner in "GLADE CROSSING I". The Association shall be formed and function according to the terms of the Articles of Incorporation and the By-laws. Notice of the effective date of formal establishment of the Association shall be filed at the office of the County Clerk, Tulsa County, Oklahoma, and indexed to the plat of "GLADE CROSSING I". The members of the "GLADE CROSSING" Homeowners Association shall establish the dues of the Association. They will be no more than the minimum amount necessary to maintain the common areas of interest to the membership, and to conduct the business of the Association.
2. Architectural Committee and Construction Standards. An Architectural Committee will be formed to review and approve any structure to be built on any lot and shall also be responsible for the interpreting the development and construction standards contained herein. Roland Investments, Ltd., the Developer, its successors, assigns or appointees are hereafter referred to as the Architectural Committee. At a point mutually agreeable to the "GLADE CROSSING" Homeowners Association and the Developers, a duly elected Architectural Committee shall be formed consisting of members of the Association.
3. All lots shall be single-family residential lots only. Single story homes shall have a minimum of 1800 square feet of living area. One and one-half or two story homes shall have no less than 2000 square feet of living area with a minimum

of 900 square feet of living area on the first floor. This provision for one and one-half and two story homes may be modified with written approval of the Architectural Committee.

A garage providing space for a minimum of two automobiles shall be provided on each lot. Garage shall be enclosed and attached. Carports are not permitted.

5. No pre-existing or off-site built residence or out building may be moved onto any lot.
6. No out building, retaining wall or any other permanent structure or improvement shall be built without prior written approval of the Architectural committee and receive a City of Broken Arrow building permit. Out buildings shall be built on-site.
7. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or part thereof, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes.
8. No obnoxious or offensive trade shall be carried on upon any lot, nor shall any trash, ashes, or other refuse be thrown, placed, or dumped upon any vacant lot, nor shall any vegetable gardens be in front of the main structure of said residence, 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.
9. No fences, enclosures, or part of any building of any type or nature whatsoever shall be constructed, erected, placed or maintained closer to the front lot line than the building line applicable and in effect to each lot. 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 extended. The same line limitations shall apply on any lot within ten (10) feet from the intersection of a property line with the edge of the 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.
10. ~~No inoperative vehicles shall be stored on any lot and no trailer, motor home, boat trailer, or travel trailer shall be located, parked, or stored within a front yard, or in front of the building line, provided nothing herein shall prohibit the parking of customary passenger vehicles on the surfaced driveway. SEE AMENDMENTS FOR CHANGES~~
11. ~~All residences using composition shingles, the shingles will be Heritage II or equal. No other composition shingle will be allowed. The structure will have a minimum of 100% masonry, measured from the ground floor to the plate line of~~

~~the first floor, exclusive of open porches, garages, windows, doors, covered patios, and fire places. This provision may be modified by written approval by the Architectural Committee. SEE AMENDMENTS FOR CHANGES~~

12. These restrictive covenants, together with the other documents incorporated by reference, shall be construed as a whole. The captions herein contains or otherwise appearing are for the sake of convenience only and each instrument shall be construed as an entity and the pertinent sections of all instrument as a whole. The invalidity of any phrase, clause or provision herein contained shall not serve to render the balance of this instrument as id, unenforceable, and the same shall be thereafter construed as if such phrase, clause or provision were nor herein contained, or to otherwise give maximum effect to the intent of the undersigned. The failure of the grantor, or any successor in title, to enforce any given restriction or covenant, or conditions at any time, or from time to time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions or protective covenants. In matters pertaining to the appearance of specific homes in "GLADE CROSSING I" and the overall appearance of "GLADE CROSSING I" subdivision/ the Architectural committee shall be responsible for interpreting these covenants, or deciding the standard to be used in the event a covenant becomes invalid or unenforceable. A decision properly rendered according to the by-laws of the "GLADE CROSSING" Homeowners Association shall then become a fully enforceable part of these restrictive covenants.
13. The developers of "GLADE CROSSING I" reserve the right in their sole discretion and without joinder of any owner at any time so long as it is the owner of any lot or part thereof to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by them as developers and filed in the County Clerk's office in the Court House of Tulsa County, Oklahoma.

SECTION V. TERM, AMENDMENT, AND ENFORCEMENT

1. The covenants and restrictions set forth herein shall be covenants which shall run with the land and which shall be binding upon and enforceable by the owner, its successors, grantees and assigns, by the beneficiaries of the covenants set forth in Section I hereof with respect to such covenants only, and by the City of Broken Arrow, Oklahoma, for a period of twenty (20) years, at which time such covenants and restrictions shall be extended for successive periods of ten (10) years, unless by a majority vote of the then owners within "GLADE CROSSING I" it is agreed, with approval of the City of Broken Arrow, Oklahoma, to terminate such covenants and restrictions in whole or in part; provided, however, such covenants and restrictions may be amended or modified at any time by a majority vote of the then owners within "GLADE CROSSING I" with the approval of the City of Broken Arrow, Oklahoma.
2. In the event the owner or any of its successors, grantees,

lessees or assigns, or any person claiming under them, shall violate or breach any of the covenants and restrictions set forth herein or imposed hereby, any person or persons owning a lot or parcel within "GLADE CROSSING I", the beneficiaries of the covenants as set forth in Section I hereof with respect to such covenants only, or the City of Broken Arrow, Oklahoma, or its then successor, shall have the right to maintain an action at law or in equity against the person or persons attempting to violate any of such covenants or restrictions to prevent violation or to recover damages for the violation thereof. Invalidation of any of the covenants or restrictions set forth herein by judgment or other action shall not affect the validity of any other covenants or restrictions, which shall remain in full force and effect and be thereafter construed as if such invalidated covenant or restriction were not herein contained. The failure of the owner or any successor(s) in title to the property within "GLADE CROSSING I" to enforce any given restriction or covenant or conditions at any time, or from time to time, shall not be deemed to waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.

IN WITNESS WHEREOF, ROLAND INVESTMENTS, LTD. has caused this Certificate of dedication and Restrictive Covenants to be executed this 11 day of August, 1994.

ROLAND INVESTMENTS, LTD.

AMENDMENTS

SECTION IV, paragraph 10 is amended to read: "Inoperative vehicles, commercial vehicles in excess of $\frac{3}{4}$ ton, as defined by NADA (Blue Book), and equipment or machinery shall not be located, parked, ore stored on any lot, or on the street. Motor Homes, Boats, and Boat trailers, Travel Trailers or similar recreational vehicles shall not be located, parked, or stored on any lot so as to be visible from the street for a period longer than 48 hours. No vehicles or equipment may be located, parked, or stored on the Common Areas, at any time for any reason."

SECTION IV, paragraph 11 is amended to read: "All roofing material shall be equal to the 'weathered look' style, color, and weight of Heritage II shingles. The structure will have a minimum of 100% brick, stone, or rock, measured from the ground floor to the plate line of the first floor, exclusive of open porches, garages, windows, doors, covered patios, fireplaces. The exterior décor of the residences shall blend and compliment, not contrast, the existing décor of the surrounding residences."

SECTION IV, paragraph 14 is added and is to read: "As long as mail service is curbside, new and replacement mailboxes and any adjoining structure, e.g. flower boxes shall be of brick of the same or similar shade used in the structure of the residence."

NOTE: The construction of the mailbox must confirm with the U.S. Postal Service.

SECTION IV, paragraph 15 is added and is to read: "Each lot shall be maintained in a neat and orderly condition, free of rubbish, trash, and other debris, and shall be kept mowed and trimmed. Trash for sanitation pickup must be placed curbside and conform to the City of Broken Arrow code requirements for pickup."

(Sec 12-22, page 805; Sec 12-23, page 806)

NOTE: For appearances, put trash out no earlier than the evening before pickup and remove trash containers the evening of pickup.

SECTION IV, paragraph 16 is added and is to read: "Exterior television antennas, CB radio antennas, satellite dishes in excess of 21" or similar outside electronic reception devices are prohibited. No more than two (2) satellite dishes are permitted. Installation of such devices shall not exceed the height of the peak of the roof"

5651 1650

AMENDMENT TO PLAT # 4976
GLADE CROSSING I

THE UNDERSIGNED, Roland Investments, Ltd., a corporation, pursuant to the provisions of SECTION IV, paragraph 13, hereby amend the Deed of Dedication for the following described property:

GLADE CROSSING I, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded Plat thereof,


dated January 14, 1994, filed January 20, 1994 at 11:58 a.m. as Plat No. 4976, same being a part of Planned Unit Development No. 73, in the following particulars:

SECTION IV, paragraph 9., is amended to add: "All fencing shall be of wooden materials, and shall be 'privacy' fencing. In no event shall chain-link, Wire or other metal fencing be allowed on any lot."

SECTION IV, paragraph 11., is amended to add: "All roofing shall be of 'weathered look' style and color."

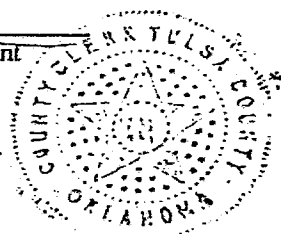
IN WITNESS WHEREOF, this amendment is executed this 11th day of August, 1994.

Roland Investments, Ltd.



By: Jody K. White
Secretary

By: Phil M. Roland
Phil M. Roland, President



STATE OF OKLAHOMA)
)ss
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State on the day and year last above written, personally appeared Phil M. Roland, to me known to be the identical person(s) who subscribed the name of the maker thereof to the foregoing as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.
Given under my hand and seal the day and year last above written.



JODY K. WHITE
NOTARY PUBLIC
My Commission Expires: 11/30/1994

Jody K. White
Notary Public

5651 1651 AMENDMENT TO PLAT # 4980
GLADE CROSSING II

THE UNDERSIGNED, Roland Investments, Ltd., a corporation, pursuant to the provisions of SECTION IV, paragraph 13, hereby amend the Deed of Dedication for the following described property:

GLADE CROSSING II, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded Plat thereof,

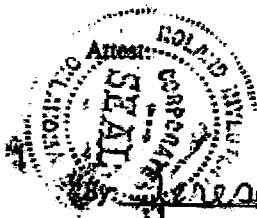
dated February 23, 1994, filed February 25, 1994 at 14:28 a.m. as Plat No. 4980, same being a part of Planned Unit Development No. 78, in the following particulars:

SECTION IV, paragraph 9., is amended to add: "All fencing shall be of wooden materials, and shall be 'privacy' fencing. In no event shall chain-link, Wire or other metal fencing be allowed on any lot."

SECTION IV, paragraph 11., is amended to add: "All roofing shall be of 'weathered look' style and color."

IN WITNESS WHEREOF, this amendment is executed this 11th day of August, 1994.

Roland Investments, Ltd.



Peresa Baum
Secretary

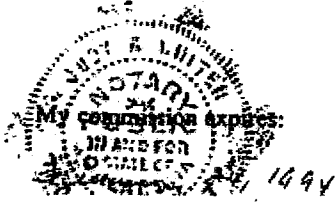
By: Phil M. Roland
Phil M. Roland, President



STATE OF OKLAHOMA)
)ss
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State on the day and year last above written, personally appeared Phil M. Roland, to me known to be the identical person(s) who subscribed the name of the maker thereof to the foregoing as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Judy H. White
Notary Public

(Reproduction of original document)
(Original on file at the Tulsa County Courthouse)

**AMENDMENT TO PLAT #4976
GLADE CROSSING I**

THE UNDERSIGNED, Roland Investments, Ltd., a corporation, pursuant to the provisions of SECTION IV, paragraph 13, hereby amend the Deed of Dedication for the following described property:

GLADE CROSSING I, An Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded Plat thereof, dated January 14, 1994, filed January 20, 1994 at 11:58 a.m. as Plat No. 4976 same being a part of Planned Unit Development No. 78 in the following particulars.

SECTION IV, paragraph 6., is amended to read: "All outbuildings shall be built on site and shall conform to exterior paint color and roofing material as that used on residential structure. No out building, retaining wall or any permanent improvement shall be built without prior approval of the Architectural committee and shall receive a City of Broken Arrow building permit"

SECTION IV, paragraph 1, is amended to read: "The Board of Directors of the Glade Crossing Homeowners Association shall establish dues of the Association."

IN WITNESS WHEREOF, this amendment is executed this 19th day of February 1996.

Roland Investments
Ltd.

(Original signed by Phil M. Roland)
Phil M. Roland,

President

STATE OF OKLAHOMA) SS
COUNTY OF WAGONER)

Before me, the undersigned, a Notary Public, in and for said County and State on the 19th day of February 1996, appeared Phil M. Roland, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing as its President and acknowledged to me that he executed the same as his free and volumntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.
My commission expires: 2-24-2000 (original signed by Judy K. Whiten)

Notary Public