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DECLARATION

OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by CHERRY SPRINGS GOLF CLUB, INC., (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of 53 Residential Lots surrounding the back nine holes of Cherry Springs Golf Course ("Golf Course"), owned by Cherry Springs Golf Club, Inc., and known as "Cherry Springs Estates", a subdivision of Section 10, Township 16 North, Range 22 East, Cherokee County, State of Oklahoma, described in Exhibit "A" attached hereto and incorporated herein by this reference; and, any other land annexed pursuant hereto, (hereinafter referred to as the "Properties"); the Golf Course is not included within the Properties.

NOW THEREFORE, Declarant hereby declares that all of the Properties shall be held, sold and conveyed subject to the following restrictions and covenants, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Cherry Springs Golf Club Owners, L.L.C., an Oklahoma non-profit Limited Liability Company, 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 such interest merely as security for the performance of an obligation.

Section 3. "Common Area" shall mean all real property hereinafter acquired and owned or leased by the Association for the common use and enjoyment of the Owners.

Section 4. "Common Facilities" shall mean all recreational and social facilities hereinafter acquired and owned or leased and operated by the Association for the common use and enjoyment of the Owners.

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Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and Common Facilities, and excluding Lots 1, 2, 3, of Block 1, as a reservation exists to allow the construction of multi-family units on these properties unless otherwise developed as detached single-family dwellings.

Section 6. "Declarant" shall mean and refer to Cherry Springs Golf Club, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area to every Lot, subject to the following provisions:

- A. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area; and the right of the Association to assessments as provided herein;
- B. The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid.
- C. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members; provided any such action shall be approved by a vote of fifty-one percent (51%) of all members entitled to vote as determined by Article III, Section 2, and who are voting in person or by proxy at a meeting duly called for such purpose.

Section 2. Delegation of Use. Any Owner may delegate in accordance with the operating agreement, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Properties.

ARTICLE III

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MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment and the Declarant shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Membership. The Association shall have two (2) classes of voting membership:

Class A. The Class A members shall be comprised of Lot Owners. Class A membership shall have no voting rights so long as the Golf Course is owned by declarant and is operating as a "Going Concern", continues in existence without interruption for more than six months, is not sold by the declarant or the Class B members by majority vote elect to terminate the Class B Membership. Upon the failure or happening of one of the above conditions, as the case may be, Class "A" members will be granted the right to vote, with all members being entitled one (1) vote for each Lot owned, including Lots annexed pursuant hereto. When more than one (1) 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 (1) vote cast with respect to any Lot.

Class B. The Class B members shall be comprised of the Directors of Declarant, Cherry Springs Golf Club, Inc., and shall be entitled to one vote for each director. The class B membership shall cease upon the happening of either of the following events, whichever occurs earlier:

- A. Upon failure of the Golf Course to operate as going concern;
- B. Upon the Golf Course failing to continue in business for over six months;
- C. Upon the sale of the Golf Course by the declarant;
- D. Upon the majority vote of fifty-one percent (51%) of the Class B members.

The Declarant recognizes that the development and the Golf Course compliment one another and as a result, it is in the best interest of the Golf Club to maintain control of all common properties and facilities involved until the happening of one of the above, at which time the Class A Members will acquire the right to vote.

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ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot, including Declarant as specified herein, and by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, 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, cost 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. No owner may exempt himself from liability for any assessment by abandonment of his Lot. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, or as otherwise provided in the Cherry Springs Owners, L. L.C. operating agreement.

The responsibility of dues and assessments from Declarant applies only as to the lots owned by the Declarant that are a part of the "Current Phase of Development" shall mean those Lots owned by Declarant that have a paved street and utilities to them and are being offered for sale by Declarant. Thus, Declarant is not liable for assessments due on those lots that are not a part of "Current Phase of Development" at the time the assessments are due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvements and maintenance of the hereinafter acquired Common Area and Common Facilities.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$ 90.00 per Lot per month.

A. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that provided above, by a vote of fifty-one percent (51%) of members entitled to vote as determined by Article III, Section 2, who are voting in person or by proxy, at a meeting duly called for this purpose.

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- B. The association may fix the annual assessments at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property relating thereto, provided that any such assessment shall have the assent of fifty-one percent (51%) of the votes of members entitled to vote as determined by Article III, Section 2.

Section 5. Notice of Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members entitled to vote as determined by Article III, Section 2 not less than ten (10) days nor more than thirty (30) days in advance of the meeting, provided such notice be waived by written document signed by all members entitled to vote at such meeting as determined by Article III, Section 2. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) of all the votes of members entitled to vote as determined by Article III, Section 2, 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 less than thirty (30) days following the preceding meeting.

Section 6. Right of Class A Members to Contest Assessments. Each Class "A" member shall have the right to contest any annual assessment in excess of the existing maximum annual assessment or any special assessment, pursuant to the following procedure:

- A. The Association shall give written notice to each class "A" member stating the amount and terms, including the reasons therefore, of any assessment by First Class mail at the address of record of such member on the Books of the Association; or, such notice may be given by delivering a copy thereof to the residence of the Class "A" Member, at least thirty (30) days prior to the effective date of any assessment.
- B. Each class "A" member shall have ten (10) days after mailing of such notice, or five (5) days after delivery of such notice to the residence of the Class "A" member, to contest the said assessments and state the reasons therefor, by written notice

delivered to the Association. The contest must be signed by a majority of the owners of a lot.

- C. Upon receipt of any contest, there shall be selected a committee of three individuals to review the assessments and contests, and to determine whether the proposed assessment is fair and reasonable for the welfare and benefit of the association and its members, or to adjust the assessment to a fair and reasonable amount for the benefit of the association and its members.
- D. The Committee shall be comprised of (1) one member selected by the Class "B" members, (2) one member selected by the person/ persons contesting (By majority vote of those contesting or by chance if equal) and (3) one member selected by the two prior committee members selected.
- E. The decision of the Committee, after reviewing all documentation and information presented, shall be final and binding upon all members of the association. If any Class "A" members contesting fails or refuses to participate in committee procedure as provided herein, the notice of assessment shall become effective. In the event of conversion of the Class "B" membership to Class "A" membership, Section VI of Article 2 shall become null and void.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots subject to assessment and may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to the Lots subject to assessment on the first day of the month following the conveyance of the subject Lot. The first annual assessment shall be adjusted according to number of months remaining in the calendar year.

Section 9. Effect of Non-Payment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. 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 Area or abandonment of his Lot.

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Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to any first mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. All properties dedicated to, and accepted by, a local public authority, including any and all remaining unsold lots, not on a Current Phase of Development and Lots 1, 2, 3, of Block 1, unless said Lots in Block 1 are developed as detached single-family dwellings.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structures shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein may be made to the same unless all such structures and alterations compliment the surrounding structures of the lot, and the surrounding structures of the community. Should any construction by any lot owner not be consistent with and compliment the other property structures of the development, Declarant, or any lot owner, reserves the right to correct the same by Civil proceeding in Cherokee County. In sum, all buildings and improvements must correspond to the high degree of quality that is to be maintained in the neighborhood, and that which compliments the other homes in the development.

ARTICLE VI

PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. Buildings. All lots, except lots 1, 2, 3, in Block 1, within the subdivision shall be known and designated as residential building lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling not to exceed two and one half stories in height and an enclosed garage attached thereto for not less than two automobiles or more than four automobiles, and other outbuildings incidental to the residential use of such plot as set forth hereinafter. No garage door opening shall face on any street and no open carports will be constructed on any residential lot.

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Lots 1, 2, and 3 of Block 1, may or may not be developed as single-family residential lots. Declarant reserves, for itself and its successors and assigns, the right to develop the same as multi-family properties should it so desire, so long as none of the three, have been previously sold as a single-family residential lot.

Section 2. Building Lines. All structures or improvements, temporary or permanent, shall not be located on any lot nearer than 35 feet to the front lot line. In no event shall the distance between buildings be less than 20 feet at the front building line. No dwelling, detached garage or other building shall be located nearer than ten feet to a side lot line unless built on multiple lots or more than one lot. A Property Owner may seek waiver of the building line restriction by petition to the members entitled to vote as determined by Article III, Section 2, of the Association or by their designated committee.

Section 3. Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently.

Section 4. Noxious or Offensive Trade or Activity. No noxious or offensive trade or activity shall be carried on or may become an annoyance or nuisance to the neighborhood, including the salvage of automobiles or other vehicles.

Section 5. Parking of Auto or Equipment. No recreational vehicle shall be parked in front of the front building line, except on a temporary basis for a period of no more than 2 consecutive days. No trucks in excess of 3/4 ton, trail bikes, recreational vehicles, motor homes, motor coaches, campers, trailers, golf carts, motorcycles, bicycles, boats or boat trailers, or similar vehicles other than passenger automobiles, pickup trucks, and vans with a capacity of 3/4 ton or less or any other motorized vehicles will be parked, stored or in any manner kept or placed on any portion of a lot unless enclosed in a garage or screened from view from the street and/or golf course. This restriction, however, will not be deemed to prohibit commercial and construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing services to a property owner.

Section 6. Outbuilding or Detached Garage. No building shall be moved onto any lot. A detached storage building or a detached garage for not more than 2 cars shall be permitted provided it is built on site at the same time or after construction of a residence in a location behind the existing residence. The exterior of such storage building or detached garage shall be of similar character and construction design to the existing residence.

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Section 7. Building Facings. No residence or detached garage shall be built whereas the same faces Balentine Road, nor shall those lots which have frontage along Balentine Road have a road for ingress or egress to their lot from Balentine Road.

Section 8. Exterior Material. All exterior walls of all dwellings, garages, and other buildings shall be at least 70% masonry construction, stone, stucco, or brick. All exterior fireplace walls must be masonry construction, stone, stucco or brick. Flamboyant colors including, but not limited to aqua, shades of pink, turquoise, fuchsia, purple, and orange will not be used on exterior painted or colored siding materials, unless specifically approved by a majority of class members entitled to vote as determined by Article III, Section 2, or their designated committee.

Section 9. Roofing. Only shingles which have random cut pattern shall be allowed including wood shake shingles, asphalt shake shingles, or tile. Metal roofs or uniform cut shingles, which yield a "zipper pattern", will not be permitted on any structure erected on any lot. Only roof colors found in nature such as shades of gray, brown or black will be allowed. No white shingles will be used on any residence. The roof pitch or slope for any structure erected on any lot shall have a minimum rise of 6/12, meaning that the slope or pitch must have a vertical rise of no less than 6 inches for each 12 inch horizontal distance.

Section 10. Square Foot Requirement. The floor area of the main residence, exclusive of porches and garage, shall not be less than 2600 square feet in Block 4 and 5; not less than 2800 square feet in Blocks 1, 2 and 3; not less than 3000 square feet in Block 6, 7, 8, and 9.

Section 11. Fencing. No solid view obscuring privacy fences may be erected, except around patios and pool areas, and in no case closer than 25 feet to the nearest property line. Black wrought iron or steel tube fencing will be allowed in the rear yard area, provided such has a height of no more than 5 feet. No fences or walls shall be installed on the front portion of any lot in this subdivision, between the front lot line and the front building set back line, except decorative walls or planters which may extend not more than 10 feet in front of the front building line.

Section 12. Outside Appearance. No clothes lines, drying yards, service yards, wood piles, exterior trash receptacles, or storage areas shall be so located as to be visible from a street, road or golf course. All must be screened from public view in a manner architecturally compatible with the residence.

Section 13. Easements. No detached garage or other outbuilding shall be permitted on the easements reserved for utilities or drainage.

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Section 14. Mailbox. A mailbox shall be architecturally compatible with the primary residence. The mailbox shall be positioned with the front face approximately three inches (3") behind the adjacent street curb and at least six feet (6') from the inside edge of the driveway. The inside edge shall mean the edge of the driveway, which borders the largest contiguous lot area. The mail slot or opening shall not exceed 42" in height from the adjacent top of street. The total height of any mailbox structure shall not exceed 54" and must be arch style architecture without planters.

Section 15. Building Materials. Building materials may be stored for a period of 30 days prior to the start of construction. Construction of a residence will be completed within 18 months after commencement. All other improvements or structures commenced on a lot will be completed within 6 months after commencement.

Section 16. Construction Waste. Prior to time of construction, during and/or after construction, no rocks, earth, debris, downed trees, land fill, sand, construction materials or equipment will be placed, parked or stored on adjoining property or lots which do not belong to current lot owner. No portion of any adjoining lot or tract will be disturbed or the topography changed which does not belong to current lot owner. No trash, ashes, garbage, construction materials or other refuse will be thrown or dumped on any land or lot within the subdivision. There will be no burning or other disposal of refuse out of doors. No outside storage of building materials, not being used for construction of improvements on the Lot, old cars, or other salvage shall be permitted.

Section 17. Utility and Antennas. All electrical, television, natural gas, and telephone service installation will be placed underground. There will be no visible towers, television satellites or television antennas installed on any structure, and all utility service (phone, gas, electric) meters or hookups are to be out of sight or located at the rear of each residence.

Section 18. Pools. No above ground swimming pools will be allowed.

Section 19. Drainage. Each lot owner will be responsible to insure that proper interior lot drainage will be installed whereas the drainage from one lot will not interfere with or cause water runoff damage to the adjoining lot.

Section 20. Signs. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than five square feet advertising the sale of said property during construction or sales period.

Section 21. Yard Structures. No yard ornaments in excess of 24 inches in height, animal statues, or portable basketball structures are to be placed on any lot.

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Section 22. Risks and Acceptance of Liability. Each owner acknowledges that, by virtue of owning property adjacent to or in close proximity to a golf course, certain risks do exist which may have an effect on a lot owner's enjoyment and use. Such risks include golf balls being hit onto the lot or into the dwelling unit, or onto the body of a person, causing bodily injury, or the risk of golfers coming onto the lot owner's property to look for errant golf balls. All lot owners assume such risks, whatever they may be, and agrees that neither Cherry Springs Golf Club, Inc., or any guest, owner, or manager of Cherry Springs Golf Club, Inc., nor any individual or entity, designing, developing, constructing or managing the course shall be liable to the lot owner, guest, or anyone claiming loss or damage.

Section 23. Golfing Easement. Every lot owner is burdened with an easement permitting golf balls unintentionally to come upon such lot and for golfers at reasonable times and in a reasonable manner to come upon the exterior portions of a lot to retrieve errant golf balls; provided, however, before entry into any fenced or walled area, the golfer must seek the Lot owners permission before entry. The existence of this easement shall not relieve golfers of liability for damage caused by entering a lot to retrieve errant golf balls. Under no circumstances shall any of the following be held liable for any damage or injury resulting from errant golf balls or the exercise of this easement; Cherry Springs Golf Club, Inc., its successors or assigns, any builder or contractor, any officer, director, manager or partner of any of the foregoing.

Section 24. Golf and Recreational Activities. No lot owner shall make direct entry upon the golf course from their lot for the purpose of playing golf. Each lot owner who desires to play golf shall first make arrangements through proper golf course management authority and begin play at the direction of such golf club manager. No lot owner shall take any action against or cause any disturbance, or annoyance to those persons in golf play using the golf course. No lot owner, family member, or guest of a lot owner shall use the ponds or lakes of Cherry Springs Golf Club for fishing or recreational purposes.

Section 25. Drilling. No drilling, oil development, or mining operations will be carried on within the development.

Section 26. Pets and Livestock. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other normal household pets may be kept, provided that they are not kept, bred or maintained for any commercial use, and provided they are kept within fenced areas. However, no chain link fences, pens or dog runs will be allowed to contain hunting dogs. Under no condition shall a pet be allowed to roam freely throughout the subdivision unless accompanied by the pet owner.

Section 27. Landscaping. In recognition of the unique contribution that trees and other landscaping makes to the aesthetic quality and value of an

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individual lot and to the subdivision as a whole, landscaping is required as follows:

A. Planting and Preservation of Trees. Within each lot, all yard areas excluding patios, pools, drives, and other paved areas shall be landscaped. The required landscaping shall not be less than sod grass turf and a minimum of six (6) trees.

B. Removal of Existing Trees for Building Purposes Only. The removal of existing mature trees on a lot is prohibited except for building purposes only, or with the specific permission of the class members entitled to vote as determined by Article III, Section 2, or their designated committee.

C. Installation and Maintenance. Landscaping shall be installed prior to occupancy of the dwelling or within six months thereafter, and shall be maintained in a live and healthy condition and replaced as necessary. Each owner must maintain his lot in accordance with community standards of Cherry Springs Estates, or the Association, at its discretion, may assume the maintenance responsibility of such owner and at the expense of the owner, and bring the level of maintenance to the community standards of the subdivision. However, before any action is taken in this regard by the Association, ten days notice will be given and the lot owner will be given an opportunity to remedy the situation. The expense shall be considered a special assessment for that Lot only.

Section 28. Attachment and Amendments. These covenants shall run with the land and shall be binding on all parties, all lot owners, and all persons claiming under them until December 31, 2009, at which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument in writing signed by the majority of the members entitled to vote as determined by Article III, Section 2, has been recorded agreeing to change said covenants in whole or in part.

Section 29. Right of Prosecution and Fees. If the parties hereto or any of them, their heirs, assigns, or successors, or any lot owners or persons claiming under them shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenant, and

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either to prevent him or them from so doing or to recover damages or other dues for such violations. Any party prosecuting any such suit successfully shall be entitled to recover, in addition to other damages, a reasonable attorney fees and court costs incurred in such litigation.

Section 30. Reservation. Declarant and the Association, reserves unto itself, its successors or assigns an easement in common over, under and above all project property for installation, maintenance, repair of pipes, cables, utility lines, sewer lines, and any other like facility. Thus, if there is any encroachment on, under or above any site, then an easement for the encroachment and maintenance thereof shall exist. Declarant, its owners, successors or assigns further reserves an easement through the development to access property owned by either of the above, or acquired by the same at a later date.

Section 31. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Approved and Adopted by:

Cherry Springs Golf Club, Inc.
"Declarant", by:

Burl R. Berry
Burl R. Berry,
Lot Owner # 11

Lottie I. Wilcox
Lottie I. Wilcox,
President

Heidi Berry
Heidi Berry,
Lot Owner # 11

Brian R. Berry
Brian R. Berry,
Secretary

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CORPORATION ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CHEROKEE, SS:

On this 24 day of March, 2000, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared, Lotti I. Wilcox and Brian R. Berry, President and Secretary, Respectfully, of Cherry Springs Golf Club, Inc., and acknowledged to me that they executed the same as their free and voluntary act, and as the free and voluntary act of said 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: 2001



Kud R. Emerson
Notary Public,

ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CHEROKEE, SS:

On this 24 day of March, 2001, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared, Burl Berry and Heidi Berry, Owners of Lot #11 of Cherry Springs Estates, and acknowledged to me that they executed the same as their free and voluntary act, and as the free and voluntary act of said 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: 2001



Kud R. Emerson
Notary Public,

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