

**DEED OF DEDICATION, DECLARATION AND RESTRICTIVE
COVENANTS OF**

THE PRESERVE

at Grand Lake o' the Cherokees

Grove, Oklahoma

2008-001636 Book 1806 Pg: 662
02/20/2008 10:32 am Pg 0662-0692
Fee: \$ 73.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

The undersigned **GREEN COUNTRY SHORELINE, LLC**, an Oklahoma Limited Liability Company (hereinafter referred to as "Developer") is the sole and only owner of the following described real property located in Delaware County, Oklahoma, to-wit:

See Exhibit "A" (the "Property")

and that it has caused the same to be surveyed, staked and platted into lots and streets and do hereby dedicate and designate the same to be known as The Preserve (the "Subdivision") as shown by the Plat filed of record on Feb. 20, 2008 in Book 1806 at Page 693-707 and incorporated by reference.

The Developer desires to establish uniform standards of development quality and to provide for the effective preservation of the appearance, value and amenities of the Subdivision, which will benefit all owners of Lots within the Subdivision (the "Owners") and, to this end, desires to subject the Property to the conditions, limitations, and restrictions hereinafter set forth. It is understood and agreed that the foregoing covenants and restrictions shall attach to and run with the land for a period of twenty (20) years from the date hereof at which time these covenants and restrictions shall be automatically renewed for successive periods of twenty (20) years, unless by a vote of the majority of the then owners of the Lots, it is agreed to terminate or change same in whole or part. Provided, the Covenants may be modified at any time as set forth below.

NOW, THEREFORE, the Developer declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the following protective covenants, conditions, and limitations, all of which shall be construed as and deemed as covenants running with the land and shall be binding on and inure to the benefit of all parties having a right, title, or interest in the Property, as well as their heirs, successors, and assigns, to-wit:

ARTICLE I

DEFINITIONS

Whenever used in this Declaration, the following terms shall have the following meanings:

1. Architectural Review Committee. "Architectural Review Committee" shall mean and refer to that committee or entity as appointed by the Declarant (or the Association when applicable) to review and approve the plans for all improvements constructed on the Property.
2. Articles. "Articles" shall mean the duly adopted Certificate of Incorporation of the Association, as the same may be amended from time to time.
3. Association. "Association" shall mean and refer to the Preserve Homeowners' Association, an Oklahoma non-profit corporation.
4. Boat Dock Structure. "Boat Dock Structure" means a floating structure providing space for one or more boat slips of varying sizes.
5. Boat Slip. "Boat Slip" means the area within the Boat Dock Structure utilized for a storage space or the parking of water craft.
6. By Laws. "By Laws" shall mean the duly adopted By Laws of the Association, a copy of which are attached hereto and made a part hereof, as the same may be amended, changed and modified from time to time.
7. Board of Directors. "Board of Directors" or "Board" shall mean the Board of Directors of the Association.
8. Common Elements. "Common Elements" means the following elements of the Property:
 - (a) All portions of the property which are of common use and benefit to the Owners including, but not limited to, the entry way to the Subdivision, all roadways, all street lighting now or hereafter installed, all easements granted to the Association, installations of central services including power, lighting and water servicing the common elements and any other area of the property designated as common on the plat.
 - (b) Boat Dock Structures including structural frame, floatation, roofing, flooring, walkways, waterlines and anchoring (but excluding the boat slips which are reserved by the Declarant and will be sold to owners as more fully set forth below) installed by or on behalf of Declarant shall be considered "Boat Dock Common Elements". "Boat Dock Common Elements" shall be for the use and benefit of those Owners owning a Boat Slip and shall be maintained by a separate assessment as set forth below to be paid by Owners of Boat Slips. Boat Dock Structures installed by individual Owners on the Lots specified below shall not be

considered Common Elements but will remain private property.

9. Common Expenses. "Common Expenses" means all expenses of administration, maintenance, repair or replacement of the Common Areas.
10. Declarant. "Declarant" means Green Country Shoreline, L.L.C., an Oklahoma limited liability company, its successors and assigns and shall have the same meaning as the "Developer".
11. Declarant Control Period. "Declarant Control Period" means the period ending upon the sale of ninety five percent (95%) of Lots subject to the Declaration from time to time.
12. Declaration. "Declaration" means this instrument, subjecting the Property to the restrictive covenants, assessments and control of the Association, together with such amendments to this instrument as may hereafter from time to time be lawfully made.
13. Owner. "Owner" means any Person who owns a lot or Boat Slip in this Subdivision.
14. Person. "Person" means an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.
15. Property. "Property" means and includes the Real Property described on Exhibit "A" and all easements, rights and appurtenances belonging thereto being the same property shown on the Plat of the Preserve.
16. Subdivision. "Subdivision" or "Development" means and refers to "The Preserve".

ARTICLE II

ADDITIONS, WITHDRAWALS AND SUBDIVIDING

1. Additions to Property. Upon the approval in writing of the Association (as defined below), the owner of any property who desires such property to be subject to this Declaration, or, for so long as the Developer still owns any Lots within the Property, the Developer, may file a Supplementary Declaration describing the additional property to be subject to this Declaration. Such described property shall become and be subject to this Declaration at such time as the owner thereof shall file the Supplementary Declaration in the Office of the County Clerk in Delaware County, Oklahoma.

2. Withdrawals of Property. The Association or, for such time as the Developer owns any Lots within the Property, the Developer, may at any time or from time to time withdraw portions of the Property from this Declaration, provided only that the

withdrawal of such portions of the Property shall not, without the joint consent of the Owners of Lots constituting over one-half of the then existing Lots, increase by more than one-fourth the share of Association expenses payable by the Owners, if any, of Lots which would remain subject hereto after such withdrawal.

3. Platting and Subdivision of the Property. The Developer shall be entitled at any time, to subdivide, plat and/or re-plat all or any part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property.

4. Merger. The Association may merge or consolidate with another owners association now existing or hereafter created. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or alternatively, the properties, rights and obligations of another owners association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. To the greatest extent practicable, the surviving or consolidated association shall administer the covenants and restrictions established by this Declaration with the Property, together with any surviving covenants and restrictions established upon any other properties as one scheme, but with such differences in the method or level of assessments to be levied upon the Property and such other properties as may be appropriate, taking into account the different nature or amount of services to be rendered to the owners thereof by the surviving or consolidated association. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration except as expressly adopted in accordance with the terms hereof.

ARTICLE III

RESTRICTIONS AS TO USE

1. Exclusive Residential Use.

A. All Lots in the Property shall be known and described as residential Lots and shall be used for single-family residential purposes exclusively.

B. All buildings will be in conformity to the standards set forth herein with regards to appearance.

No structure shall be erected unless the Lot owner has first obtained the prior written approval of the Architectural Review Committee in accordance with the provisions of this Declaration, which approval will not be unreasonably withheld or delayed. No approval shall be granted unless the Lot owner has provided a complete set of plans.

C. Notwithstanding anything to the contrary herein, the Developer or its assigns shall be permitted to construct and maintain on any two Lots a structure and related facilities designed and used as a construction field office and/or a sales office.

D. 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 setback lines shown on the recorded plat or required by applicable zoning laws.

E. No dwellings shall be erected containing less than one-thousand eight hundred (1,800) square feet of living (heated) area, exclusive of porches, garages, and basements. If two-story dwelling, first floor must contain a minimum of twelve hundred (1,200) and a minimum of two thousand (2,000) total square feet of living (heated) area, exclusive of porches, garages and basements.

F. BUILDING REQUIREMENTS:

F.1. ROOF PITCH. The front roof pitch on any residence shall not be less than 5 / 12.

F.2. DRIVEWAYS. All entrances to driveways must have a minimum of a 12" x 24' culvert pipe or concrete concave entrance.

F.3. PORCHES. All porches on the front and sides of any dwelling shall either be supported by the foundation of the structure or shall have brick/stone/stucco column supports which match the brick/stone/stucco used in the foundation of the structure.

F.4. FOUNDATIONS. All dwellings will have brick/stone/stucco on all four sides of the foundation, with no exposed or split block.

F.5. STYLE. All homes are to be of traditional lakefront styling with a minimum of 80% of the home being constructed of wood, masonry, brick, stone or glass. The intent of this limitation is to create uniformity within the subdivision with the exterior appearance of buildings to be uniform type architecture and not unusual or unique.

F.6. CHIMNEYS. No cantilevered chimney chases shall be allowed on the front of any structure. All chimney chases on the front of the structure shall be supported by the foundation of the structure.

F.7. HVAC EQUIPMENT. Outside air-conditioning units may not be located in the front yard or any required side yard on corner Lots.

F.8. WINDOWS. Wood frame, aluminum clad or painted aluminum windows will be used exclusively on the sides, front, and rear of the dwellings constructed.

F.9. CONCRETE BLOCKS. No concrete block work, including foundations, concrete block steps, walkways, walls or any other concrete block work, whether painted or otherwise, shall show from the exterior of any building.

F.10. SIDING. No vinyl or aluminum siding is to be used on exterior of buildings.

F.11 HEIGHT. All buildings shall have a maximum of two stories above the ground level (or above the basement level if the building includes a basement).

F.12. COMPLETION OF IMPROVEMENTS. When the construction of any building is once begun, work thereon must be prosecuted diligently and continuously and must be completed within twelve (12) months.

G. PLAN REQUIREMENTS: The plans shall include but not be limited to the following.

G.1. SITE PLANS. Plans must show house location as it relates to property line and applicable setback lines.

G.1.a. Drawn to a scale no less than 1"=20'0"

G.1.b. Plan to show all sidewalks, driveways, patio, decks, fencing (if allowed; see section 4), hedges, elevation of proposed finished floor and approximate existing grade.

G.2. FOUNDATION PLAN. Plans must show type and details of footing to be used.

G.2.a. Drawn to a scale no less than 1/4"=1'0"

G.2.b. Foundation plan to show any and all changes in elevation of foundation, concrete slabs, etc. NOTE: Foundation not to be less than 9" above finish grade.

G.2.c. NOTE: If house is to be built on a pile type, footing plans shall include stamped, sealed plans from a licensed structural Engineer, showing details of design.

G.3. FLOOR PLAN. Plans to show layout of home, all dimensions, changes in level or elevations of floor. Plans shall locate electrical panel box and all service areas. NOTE: No finished floors shall be below F.I.R.M. designated flood elevations.

G.3.a. Drawn to a scale no less than of 1/4"=1'0"

G.4. ELEVATIONS. Plans shall show all exterior elevations indicating the type and color of finish materials.

G.4.a. Drawn to a scale no less than of $\frac{1}{4}"=1'0"$

G.4.b. Elevation shall indicate finish floor elevation, approximately existing grade elevation and designated GRDA flood elevation.

G.5. BUILDING SECTIONS AND DETAILS. The drawings are to be as required by the complexity of the structure to clearly define needs of the structure. If required they are to be at a scale of no less than $\frac{1}{2}"=1'0"$

G.6. WALL SECTION. This plan shall clearly define the components of the structure. Plans shall include, but not be limited to materials used, size, height, roof pitch (see section F.1. roof pitch), type and color of exterior finish materials.

G.6.a. Plan to be at a minimum scale of $1"=1'0"$

G.7. ELECTRICAL PLAN. Plan to show general electrical lighting and fixtures, meter location, A/C unit and or compressor, as well as any planned exterior lighting (see section F.9. exterior lighting).

G.7.a. Electrical plan to be drawn at a minimum scale of $\frac{1}{4}"=1'0"$

H. All plans for construction must be stamped. All contractors must be licensed and insured.

2. Maintenance. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds on such Lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole. If an Owner fails to mow or maintain their front, side or rear yards, the Declarant and/or the Association shall have the right, after 5 days notice to the Owner, to enter the Lot and mow or maintain the yard. In that event, an additional special assessment may be assessed against the Lot as set forth below.

3. Landscaping. Upon the completion of a residence, all front yards shall be landscaped with solid sod or left in the natural state provided the areas do not become overgrown and unsightly. The rear and side yards may be sprigged, seeded, or solid sod or left in the natural state.

4. Fences and Hedges. All fences must be approved by the ARC prior to beginning construction. The materials used as well as the color of the fence must be approved by the ARC and shall be consistent with the architecture and theme prevalent in the subdivision. Fences are further subject to the following limitations:

A. No fences shall extend nearer the street than the rear of the dwelling.

B. No shrubs or trees shall be planted on street corners that will impede view of signs, pedestrians or automobiles.

C. No chain link fence, wire, or metal fence of any kind may be constructed.

5. Off-Street Parking. The owner of each Lot shall provide an off-the-street parking area on his Lot for his own vehicles and at least two additional vehicles.

6. Use Restrictions.

A. No living hardwood tree having a diameter greater than 12 inches measured six feet from the ground, may be cut on any of the Lots in said subdivision without the written consent of the Declarant or the Association except such trees as shall be growing within ten (10) feet of the residence to be erected thereon.

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

C. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

D. 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 upon any Lot.

E. No water pipes, gas pipes, sewer pipes or drainage pipe shall be installed or maintained above the surface of the ground of any Lot within the Property, except for hoses, movable irrigation pipes and concrete drainage ditches.

F. No pre-fabricated, modular, or mobile homes are allowed.

G. No clotheslines of any kind will be permitted.

H. No further subdividing of existing Lots shall be permitted except by the Developer as set forth above.

I. All residences are to be of natural color, which means earth tones and/or white.

7. Trash. No trash, garbage or other refuse shall be dumped, stored or accumulated on any Lot. Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers or garbage compactor units. Garbage containers, if any,

shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material, as not to be visible from any road or within sight distance of the Lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction period.

8. Temporary Structures. Except for the exemption to the Developer, no structure of a temporary character, trailer, basement, tent or shack shall be used at any time as a residence, either temporarily or permanently. There shall be no occupancy of any dwelling until the interior and exterior of the dwelling is completed.

9. Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than two (2) square feet or signs used by a builder to advertise the property during the construction and sales period. No signs shall be nailed to trees. This provision shall not apply to the Developer or their assigns during the sales period. No "For Sale" signs are to be erected by any Lot owner, except Developer. The standards for professional signs are as follows:

- Signs must be neat, clean and made of metal or wood material only.
- Signs can be no larger than two (2) square feet.
- Signs must be of black color for the background, with the border of the sign in black.
- Lettering for the sign of a computer generated font and must be tan or beige in color.
- Signs must be mounted on a four (4) inch by four (4) inch pressure treated timber. Sign cannot be mounted on any tree. Signs must be no higher than 4 feet.
- Builders may erect a sign only during construction of the home and said sign must follow the above criteria.

10. Storage of Vehicles, Boats, Trailers etc. No disabled, dismantled, non-operating, wrecked or junk vehicles will be stored on any Lot, including the storage area. No travel trailers, tractor-trailer trucks, panel vans or other commercial trucks in excess of a one-ton classification shall be parked or stored on any Lot; an area for long-term storage will be provided.

11. Radio Antennae. No radio antennae shall be permitted. No satellite dishes larger than 36" in diameter shall be permitted.

12. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed by United States mail, postage paid, to the street address of the Lot owned by such Owner or hand delivered to the Owner.

13. Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration as the same

may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Oklahoma.

14. Captions. The captions and titles of the various Articles in this Declaration are for convenience of reference only, and in no way define, limit or describe the scope or intent of this Declaration.

15. Usage. Whenever used herein the singular shall include the plural and the singular, and the use of any gender shall include all genders.

16. Effective Date. This Declaration shall become effective upon its recordation in the office of the County Clerk of Delaware County, Oklahoma.

17. Golf Carts / ATVs. The only permitted vehicles allowed within The Preserve are vehicles licensed for operation on public roadways in the State of Oklahoma or golf carts, either electric or gas powered. No ATVs of any other type will be allowed. Golf Carts will be permitted on the roadways and easements to the boat docks. If any type of ATV is required for work/repair instances, they must be approved by the HOA in writing. Developer may use any type of ATV necessary to construct or repair any portion of the property.

18. Water Tap Fees. At the time of connection to the water system, the property owner shall apply for service with the City of Grove Water Department and Gas Board and pay a water meter installation fee (i.e., a "tap fee"). The City of Grove will then cause a meter to be installed on the Lot. The property owners will pay subsequent monthly water fees for water usage as billed. All of the stated fees will be paid to The City of Grove. A property owner cannot drill a well on subject property for any purpose. All non-potable water connections to the City of Grove water system are strictly prohibited. The property owner is required to use the City of Grove's water system. The property owner is further responsible for paying the base water fees as billed, including any additional charges for water use and consumption.

19. Sanitary Sewer System. All lots in the Preserve will be required to use an Aerobic Septic System which is a self contained system.

20. Boat Slips. Boat Slips shall be used only for storage of private boats or water craft or a private deck. Any modification or construction upon or around the Boat Slip or Boat Dock Structure shall be prohibited without the prior written approval of the ARC. No commercial activity of any kind shall be permitted on or around the Boat Dock Structures except for any activities undertaken by Declarant.

21. Dock Boxes and Personal Water Craft. Each Boat Slip Owner may request that the Board authorize the Boat Slip Owner to install a dock box to be utilized exclusively by the Owner. The dock box cannot be installed without the written approval of the Board. Any dock box installed shall be of such size so as not to interfere with the use of the dock structure by other property Owners.

22. Hazardous Materials. All Boat Slip Owners are prohibited from storing gasoline and other flammable or hazardous materials anywhere on the docks other than within the watercraft's built in storage tank.

23. Boat Docks. As set forth herein, Declarant will construct Boat Dock Structures along the shoreline adjacent to Lots 9 through 21 and no Owner of those Lots shall have the right to install a dock. By accepting a Deed to any of those Lots, the Owner hereby consents to Developer's installation of Boat Dock Structures as set forth below. The Owners of Lots 1-8 & 22-30 shall have the right to install a private dock for their own use adjacent to their Lots. Those owners shall have no right to install any commercial dock or docks to serve any other third parties.

24. Storage buildings, shops and garages. Detached storage buildings, shops and garages are prohibited except as specifically provided in this paragraph. An owner may, subject to the approval of the Architectural Review Committee, install an attached or detached garage, guest house or shop/storage building if the Owner satisfies the Building and Plan requirements in Article III, paragraph 1 (F)-(H) with regard to the structure and the structure's architectural style, exterior and roofing materials and color are identical to the residential structure.

ARTICLE IV

MEMBERSHIP IN ASSOCIATION

1. Qualification. Each Owner of a lot shall be a member of the Association and shall be entitled to representation in the Association (ownership of a boat slip shall not entitle the owner to any additional voting rights; provided, with respect to issues relating only to the Boat Dock Structure or Boat Slips, only Owners of Boat Slips shall be entitled to vote on the issue). If a lot (when dealing with issues related to the Boat Dock Structure or Slips, the term Lot as used in this Article shall be read as Boat Slip) is owned by more than one Owner, all such Owners shall be members of the Association; provided, however, that for the purpose of representation of such Lot with regard to the affairs of the Association and the voting by the members of the Association, the Lot shall be represented by and entitled only to one vote, which vote shall be exercised and cast in accordance with the provisions of the Declaration and the By Laws. Ownership of a Lot shall be the sole qualification for membership in the Association. Developer shall hold twenty (20) votes per each lot or boat slip it owns.

2. Transfer of Membership. The Association membership of each Owner shall be an appurtenant right to the Lot giving rise to such membership and shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title of said Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner.

3. Classes of Membership. The Association shall have two classes of voting membership.

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be Members, and the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B Members shall be the Declarant and shall be entitled to twenty votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership upon the expiration of the Declarant Control Period.

4. Joint Owner Disputes. A vote for each Lot may be cast only as a Unit and votes of fractions of a Lot shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other Owners of the same Lot. In the event more than one vote is cast for a particular Lot, none of said votes shall be counted and all of said votes shall be deemed void.

5. Suspension of Membership Rights. The membership rights of any Owner whose Lot is subject to assessments whether or not he is personally obligated to pay such assessments, may be suspended by the Board during the period when the assessments remain unpaid, but, upon payment of such assessments, all rights and privileges shall be automatically restored. If the Board has adopted and published rules and regulations governing the use of any common areas and the personal conduct of any Person thereon, it may, in its discretion, suspend the membership rights of any such Person for violation of such rules and regulations for a period not to exceed thirty (30) days for each violation.

ARTICLE V

DUTIES AND POWERS OF ASSOCIATION

1. Administration of Property. The Owners and each of them, together with all parties bound by this Declaration, covenant and agree that the administration of the Property shall be in accordance with the provisions of this Declaration, the Articles, By Laws and such rules and regulations as may be adopted by the Board, and the amendments, changes and modifications thereto as may come into effect from time to time. In the event of any inconsistency between the provisions of this Declaration and the provisions of the Articles, the By Laws or rules and regulations, the provisions of this Declaration shall prevail.

2. Purpose of Association. The Association is being formed in accordance with the provisions of Okla. Stat. tit. 60 § 851 et seq. The Association is being formed to

provide management, maintenance, preservation and control of all Common Areas and to enforce all of the covenants and restrictions set forth in this Declaration. The Association shall have the power to enforce any obligation by means of a levy or assessment as more fully set forth in this Declaration.

3. Duties and Authority of Association. The Association shall have the following powers and duties.

- (a) The Association shall acquire and pay out of the assessments levied and collected in accordance herewith, all charges incurred by operation of the Common Areas for water, gas, gardening services, refuse collection, electrical, telephone, other necessary utility services, security service and all other expenses incurred in connection with safety and welfare of the Property and the operation of the Common Areas.
- (b) The Association shall maintain or cause the Common Areas and the landscaping, improvements, facilities and structures thereof to be maintained and kept in a good state of repair, and acquire for the Association and pay from assessments for such services, furnishings, equipment, maintenance, painting and repair as it may determine are necessary in order to keep and at all times maintain the Common Areas and the landscaping, improvements and facilities thereon in a good and sanitary state of condition and repair.
- (c) The Association shall pay all taxes, real and personal, and assessments, bonds and levies which are or would become a lien on the Common Areas.
- (d) The Association may, at its option, employ a manager, independent contractors and such other employees as it deems necessary and prescribe their duties, and enter into contracts and agreements, all for the purpose of providing for the performance of the business, powers, duties and/or obligations of the Association, or any portion thereof. Such manager, if any, and all employees shall have the right of ingress and egress over and access to such portions of the Property as may be necessary in order for them to perform their obligations.
- (e) The Association, at any time, and from time to time, may establish, in accordance with the By Laws, such uniform rules and regulations as the Association may deem reasonable in connection with the use, occupancy and maintenance of the Common Areas and their family members, servants, tenants, guests and invitees, and the conduct of such Persons with respect to vehicles, parking,

bicycle use, use of recreational facilities, control of pets and other activities which, if not so regulated, might detract from the appearance of the Property or be offensive to or cause inconvenience, noise or damage to Persons residing in or visiting the Property. The Association shall send a copy of such rules and regulations, together with amendments and additions thereto, to each Owner upon receiving written notice of his status as an Owner.

(f) The Association shall levy assessments against the Owners and enforce payment thereof, all in the manner and subject to limitations set forth in this Declaration and the By Laws.

(g) The Association shall maintain books and records relating to the management and operation of the Property. Such books and records shall be subject to inspection and copying during normal business hours by any Owner and by the holders, insurers and guarantors of a mortgage on any Lot.

(h) Upon request received from the holder of any mortgage on a Lot, the Association shall notify the holder of such mortgage of any default thereafter occurring in the performance by the Owner of the Lot burdened by such mortgage of any obligation hereunder or under the Articles, By Laws or rules and regulations of the Association, which default is not cured within sixty (60) days of the date of default. Such notice shall be in writing and shall be addressed to the mortgagee at the address specified in the request submitted by the mortgagee.

(i) The Association shall cause an annual financial statement to be compiled and available 120 days after the end of each calendar year. Any holder of a mortgage on a Lot shall have the right to have an audited financial statement prepared at such holder's expense.

(j) The Association shall have the power to perform such other acts, whether expressly authorized by the Declaration or the By Laws, as may be reasonably necessary to enforce any of the provisions of the Declaration, the By Laws or the rules and regulations duly adopted by the Association, or to carry out and perform its powers and responsibilities.

ARTICLE VI

ASSESSMENTS

1. Creation of Lien and Personal Obligation of Assessments. Each Owner, by acceptance of a deed to a Lot, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association (i) regular assessments or charges and (ii) emergency assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. In addition, owners of Boat Slips are deemed to covenant and agree to pay an additional boat dock assessment to the Association. The regular and emergency assessments, and boat dock assessments, if applicable, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and a lien on the Lot and Boat Slip, if applicable, against which each such assessment is made, and all appurtenances thereto, which lien is created and shall be enforced in accordance with the provisions of this Article. Each such assessment (and all other assessments levied in accordance with this Declaration), together with late charges, interest, costs, penalties and reasonable attorneys fees, as provided for by this Declaration, shall also be the joint and several personal obligation of each Person who was an Owner of such Lot and/or Boat Slip at the time when such assessment fell due.

2. Assessments.

(a) Regular Assessments. Until December 31st of the year in which this Declaration is recorded, the annual assessment shall be \$995.00 per lot, which shall be the maximum annual assessment for that year. Thereafter, the annual assessment shall be set by the Board in accordance with the provisions set forth below.

The total of the regular assessments for all Lots for each fiscal year shall total (i) the estimated expenses of the Association in carrying out the obligations described herein for such fiscal year for the maintenance and repair of the Common Areas (but excluding the "Boat Dock Structures") (the "Maintenance Fund Requirement"), plus (ii) an amount, to be determined by the Board, to be set aside during the fiscal year to provide for a reserve fund for the repair or replacement of the Common Areas as described in this subparagraph (the "Reserve Fund Requirement").

In addition to the assessment referred to above, the purchaser of any lot shall pay the sum of \$ 500.00 at the time of closing as an assessment to be placed in the Reserve Fund.

(b) Boat Slip Assessments. In addition to the Regular assessments, the Board shall fix the amount of annual assessments needed to cover the cost of operation, maintenance, repair and replacement of the Boat Dock Structures. Until December 31st of the year in which this Declaration is recorded, the annual boat slip assessment shall be \$495.00 per slip.

The total of the boat slip assessments for all Boat Slips for

each fiscal year shall total (i) the estimated expenses of the Association in carrying out the obligations described herein for such fiscal year for the maintenance and repair of the "Boat Dock Structure" (the "Boat Dock Maintenance Fund Requirement"), plus (ii) an amount, to be determined by the Board, to be set aside during the fiscal year to provide for a reserve fund for the repair or replacement of the "Boat Dock Structure" (the "Boat Dock Reserve Fund Requirement").

Only those Owners who own a slip in the Boat Dock Structure shall be required to pay boat slip assessments. The Board of Directors, in its sole discretion, shall determine the manner in which the "Boat Dock Maintenance Fund Requirement" and the "Boat Dock Reserve Fund Requirement" will be allocated among the Boat Slip Owners (ex. either allocated equally among all slips without regard to size or allocated based upon the total length of the boat slip in relation to the total length of all slips combined).

(c) Fiscal Year. The fiscal year shall be the calendar year unless otherwise determined by the Board.

(d) Payment of Assessments. Assessments for each Lot and Boat Slip, if applicable, shall be due and payable by the Owner on the 1st day of the month designated by the Board; provided, such assessments may be paid annually or in any manner as authorized by the Board.

(e) Certificate of Payment. The Association shall, upon demand, furnish to any Owner, mortgagee of an Owner or Prospective purchaser of any Lot a certificate in writing, signed by an officer of the Association, setting forth whether the assessments on the specified Lot and/or Boat Slip have been paid and the amount of delinquency, if any. A reasonable charge may be made by the Board for the issuance of such certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

3. Special Emergency Assessments. In the event that the Board shall determine that its budget for any current month is or will become inadequate to meet all expenses for any reason, including non-payment of any Owner's assessment on a current basis, it shall immediately determine the appropriate amount of such inadequacy for such month and may levy an emergency assessment for the amount required to meet all such expenses on a current basis against the Owner of each Lot (or Boat Slip, if applicable). The Special Emergency Assessments may be levied for items covered by the regular assessments or boat slip assessments. Provided, however, that any such emergency

assessment in an amount exceeding 150% of the amount of the then prevailing monthly assessment for each Lot or Boat Slip (whichever is applicable for the category of expenses addressed by the Emergency Assessment), with respect to such Lot or Boat Slip, must first be approved by a majority of the Owners (or Boat Slip Owners, if applicable) present, either in person or by proxy, and entitled to vote, at a meeting called for such purpose at which a quorum is present, written notice of which meeting shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. Emergency assessments levied in accordance with this election shall be due and payable within thirty (30) days of written notice thereof by the Board.

4. Payment of Assessments. Each payment of assessments made by an Owner shall first be applied to that portion of such Lot's (or Boat Slip's) assessments allocable to the Maintenance Fund Requirement (for the category of expense involved whether regular, sewer system or boat slip), and the remainder of such payment shall be applied to that portion of such Lot's (or Boat Slip's) assessments allocable to the Reserve Fund Requirement.

5. Maintenance Fund. All collected assessment charges shall be properly deposited in a separate commercial bank account in a bank or trust company to be selected by the Board. The Board shall have control of said account and shall be responsible to the Owners for the maintenance of accurate records thereof at all times. The maintenance fund for the regular assessments and boat slip assessments shall each be maintained in a separate account.

6. Reserve Fund. All collected assessment charges allocable to the Reserve Fund Requirement shall be properly deposited in a separate commercial banking account in a bank or trust company to be selected by the Board. The Board shall have control over such account and shall be responsible to the Owners for the maintenance of accurate records thereof at all times. The reserve fund for the regular assessments and boat slip assessments shall each be maintained in a separate account. The funds in such accounts may be expended only for expenses incurred by the Association for the repair or replacement of the Common Elements or Boat Dock Structures, whichever is applicable.

7. Individual Assessments. An individual assessment may be levied by the Board against an individual Lot and/or Boat Slip and its Owner to reimburse the Association for costs incurred in bringing that Owner and his Lot or Boat Slip into compliance with the provisions of this Declaration and By Laws.

8. Nonpayment of Assessments, Lien Rights, Remedies. Every Owner is deemed to covenant and agree to pay the assessments provided for in this Declaration and is further deemed to agree to the enforcement of such assessments in the manner provided for in this Declaration.

(a) Delinquency. Any assessment provided for in this Declaration which is not paid when due shall become delinquent

on the date on which such assessment is due (the "date of delinquency") A late charge of \$100.00 for each delinquent assessment shall be payable with respect to such assessment not paid within 15 days after the date of delinquency. Assessments not paid within 15 days after the date of delinquency shall thereafter bear interest at the rate of fifteen percent (15%) per annum from the date of delinquency, and the Board, its attorney or other authorized representative may, at its option, at any time after such period and in addition to the other remedies herein or by law or in equity provided, enforce the obligation to pay assessments in any manner provided by law or in equity and, without limiting the generality of the foregoing, by any or all of the following procedures:

(b) Enforcement by Suit. The Board may cause a suit to be commenced and maintained in the name of the Association against any Owner or Owners, or any of them, personally obligated to pay assessments or such delinquent assessments for which they are personally obligated. The Board shall also be entitled to recover a reasonable attorney's fee incurred in the action. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of fifteen percent (15%) per annum from and after the date of delinquency, late charges as provided for by this Declaration, court costs and reasonable attorneys' fees in such amounts as the court may award. Suit to recover a money judgment for unpaid assessments shall be maintainable by the Board or its authorized agent without foreclosing or waiving the lien hereinafter provided for.

(c) Enforcement of Lien. Any assessment which remains unpaid on the date on which such assessment is due shall be a lien on the Lot and/or Boat Slip for which such assessment is due and on all appurtenances thereto. Such lien may be foreclosed by a suit instituted by the Association, its attorney or duly authorized agent. The Association, or its duly authorized agent, shall have the power to bid in at the foreclosure sale and to acquire, hold, lease, mortgage and convey the Lot and Boat Slip acquired at such sale.

(d) Additional Costs Secured by Lien. In the event the lien described above is foreclosed, reasonable attorneys' fees as the court may award and court costs, abstracting fees, interest at the rate of fifteen percent (15%) per annum from the date of delinquency, late charges as provided for by this Declaration and all other costs and expenses shall be allowed to the Association.

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Fee: \$ 73.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

(e) Rights of Association. Each Owner hereby vests in and delegates to the Association or its duly authorized representative the right and power to bring all actions at law or lien foreclosures against any Owner or Owners for the collection of delinquent assessments in accordance herewith.

(f) Purchaser at Foreclosure Sale. Any purchaser of a Lot at a foreclosure sale pursuant to an action to foreclose the lien herein provided shall take title to such Lot or Boat Slip subject to all the terms, provisions and restrictions of this Declaration. There shall be a lien on the Lot and Boat Slip of the purchaser which may be foreclosed in accordance with this Declaration and which shall secure all assessments which become due after the date of such sale. For the purposes of this section, a sale of a Lot or Boat Slip shall occur on the date any judicial or non judicial sale is held.

(g) Power of Sale Procedure. In accordance with Okla. Stat. tit. 46 § 41, by accepting a deed to a Lot or Boat Slip, the owner expressly agrees with Declarant and the Association that the Association may foreclose any lien as set forth herein under the Power of Sale Mortgage Foreclosure Act. As required by law, the parties agree and acknowledge:

A power of sale has been granted in this Declaration. A power of sale may allow the Association to take the Lot or Boat Slip and sell it without going to court in a foreclosure action upon default by the Owner under this Declaration and the By-Laws.

(h) Receivership-Payment of Rent. Once the Association begins proceedings to foreclose its lien on a Boat Slip, either through a judicial proceeding or under the Power of Sale Act, the Association shall be entitled to the appointment of a receiver to take possession of the Boat Slip. During the pendency of the proceeding, the Boat Slip Owner shall be required to pay a reasonable rental for his use of the Boat Slip and the receiver is authorized to collect the same. If the Boat Slip Owner fails to pay the rent when due, the receiver shall be entitled to evict the Boat Slip Owner pursuant to the provisions of the Forcible Entry and Detainer Statutes of the State of Oklahoma.

9. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the

residents of the Property, for the improvement and maintenance of the Common Areas situated within the Subdivision and the maintenance, upkeep and replacement of the Boat Dock Structures and related facilities constructed upon or within the Subdivision. The Assessments may also be utilized to assist the Association in carrying out of the duties imposed upon the Association by this Declaration including reimbursement for all legal and accounting fees and other similar charges.

10. Exemption for Declarant. The Declarant shall not be responsible for the payment of any assessments to the Association with respect to any Lots on which a home or residence has not been constructed. This exemption is to allow the Declarant ample time to fully develop the subdivision without the added burden of additional assessments.

With respect to any Lots owned by Declarant on which a home or residence has been constructed and is ready for sale, the Declarant shall be responsible for an assessment equal to five percent (5%) of the annual assessment or charge made or levied against any other Lot on the property. The assessment shall increase to an amount equal to the regular assessment following the sale of such Lot to a third party.

With respect to any Boat Slips owned by Declarant which are unoccupied, the Declarant shall be responsible for an assessment equal to five percent (5%) of the annual assessment or charge made or levied against any other Boat Slip. The assessment shall increase to an amount equal to the regular Boat Slip assessment following the sale or leasing of such Boat Slip to a third party.

11. Uniform Rate. Except for individual assessments, boat slip assessments and the reduced assessment allowed to the Declarant, all assessments must be fixed at a uniform rate applicable to all Lots.

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State of Oklahoma

ARTICLE VII

AMENDMENT OF DECLARATION

1. Amendment. The Declaration may be amended by a majority of the Owners voting in person or by written proxy at a meeting of the members of the Association duly called and held for that purpose, and any such amendment shall become effective upon the filing, with the office of the County Clerk of Delaware County, Oklahoma, of an instrument in writing setting forth such amendment and duly executed and acknowledged by the President of the Association, as the act and deed of the Association, and attested by the Secretary thereof. Provided, however, during the "Declarant Control Period" the Declarant will possess a majority of the votes of the Association and thus reserves the right to amend the Declaration by execution of a written amendment duly signed by the Declarant and recorded in the Delaware County Clerk's office.

ARTICLE VIII

ARCHITECTURAL REVIEW COMMITTEE

1. Architectural Review Committee. During the Declarant Control Period, the Developer shall serve as or appoint the members of the Architectural Review Committee ("ARC"). After the Declarant Control Period has ended (or before if the Developer waives its right to serve), the ARC shall be composed of at least three (3) and no more than five (5) individuals designated and re-designated from time to time by the Developer or the Association, as the case may be. The members of the ARC will be designated and may be removed at any time by the Developer until expiration of the Declarant Control Period, at which time the Association shall become vested with the rights, duties and functions of the ARC, all of which shall be enforceable by the Association. At that time, members of the ARC shall be appointed by the Board. Initial Members of the ARC will be James Barbuto and Robert Scerbo, Officers.

2. Approval Required; Plans. Before commencing the construction or alteration of any improvement on any Lot, two (2) complete and legible copies of the Plans for such improvements must first be submitted in writing to and approved in writing by the ARC. The ARC shall have the right to establish and amend from time to time written rules, regulations and standards governing construction and alteration of any improvements on any Lot, as well as the content and types of information required to be submitted to the ARC for its approval, each of which shall be in addition to the provisions and requirements set forth herein.

3. Alterations. Any exterior remodeling, reconstruction, alterations or additions to an existing dwelling or any activity which would change or alter the exterior appearance of an improvement on any Lot must be approved in advance and in writing by the ARC. Interior remodeling, reconstruction or alterations of a dwelling not affecting the exterior appearance of the dwelling shall not require the written approval of the ARC, but shall comply with all restrictions and covenants set forth herein.

4. Application Process.

(a) No improvement shall be erected, placed, altered, maintained or permitted on any Lot until two (2) copies of the proposed plans shall have been submitted in writing to and approved in writing by the ARC. The proposed plans shall be submitted in writing over the signature of any Owner or an Owner's authorized agent.

(b) In any case in which the ARC shall disapprove any plans or shall approve plans only upon specified modifications or conditions, the disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action is based. Upon approval by the ARC of any plans submitted hereunder, a copy of the plans, as approved, shall be deposited for permanent record with the ARC.

(c) The ARC shall, in its sole discretion, determine whether the plans and other data submitted by any Owner for approval are acceptable. Any approval granted by the ARC shall be effective only if such approval is in writing. The ARC shall have the right to disapprove any plans upon any ground which is consistent with the objectives and purposes of this Declaration, including, without limitation, purely aesthetic considerations, failure to comply with any of the provisions of this Declaration, failure to provide requested information, objection to exterior design, appearances or material, objection on the ground of incompatibility with the overall scheme of development for the Lot or for the Property, objection to location of any proposed Improvement on any Lot, objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any dwellings or other improvement on any Lot or any other matter which in the sole and absolute judgment of the ARC would render the proposed dwelling or other improvement inharmonious with the general plan of development for the Property. The approval of plans for any one Lot shall not be deemed an approval or otherwise obligate the ARC to approve similar plans for any other Lot.

5. Inspection Rights. The Developer, the Association or the ARC, or any agent or employee thereof, may at any reasonable time or times enter upon and inspect any Lot and any improvement thereon to determine if the maintenance of such Lot and the maintenance, construction, or alteration of any improvement thereon are in compliance with the provisions hereof; and neither Developer, nor the Association, nor the ARC, nor an agent, officer or employee thereof shall be deemed to have committed a trespass or other wrongful act by reason of the entry or inspection. Any inspection shall be for the sole purpose of determining compliance with this Declaration, and neither the making of any inspection, nor the failure to make any inspection, shall be relied upon by Owners or any third persons or entities for any purpose whatsoever; nor shall any inspection obligate Developer, the Association or the ARC to take any particular action based on the inspection.

6. Condition of Property. The approval of any plans by the ARC shall not be construed in any respect as a representation or warranty by the ARC, the Association or Developer or of any director, officer, employee or agent of any of them, to any Owner or any other person that the surface or subsurface conditions of any Lot or of any other portion of the Property are suitable for the construction of a dwelling or other improvement thereon. It shall be the sole responsibility of each Owner to determine the suitability and adequacy of the surface and the subsurface conditions of such Owner's Lot. None of the ARC, the Association or Developer or of any director, officer, employee or agent of any of them shall be liable or otherwise responsible for any damage or injury suffered or incurred by any Lot Owner or any other person as a result of surface or subsurface conditions affecting a Lot or any portion thereof.

7. Waiver of Liability. THE SCOPE OF REVIEW BY THE ARC IS LIMITED TO APPEARANCE ONLY AND DOES NOT INCLUDE ANY RESPONSIBILITY OR AUTHORITY TO REVIEW FOR STRUCTURAL SOUNDNESS, COMPLIANCE WITH BUILDING OR ZONING CODES OR STANDARDS, OR ANY OTHER SIMILAR OR DISSIMILAR FACTORS. None of the

ARC, or the Association, or Developer, or any architect, agent, officer, attorney or employee of any of the foregoing, shall be responsible in any way for any failure of any improvement to comply with requirements of this Declaration, even if a certificate of compliance has been issued, nor for any defects in any plans submitted, revised or approved, nor for any structural or other defects in any work done according to any plans, and all persons relying thereon agree not to sue or claim against the entities and persons referred to in this Section 7 for any cause arising out of the matters referred to in this Section 7 and further agree to and do hereby release each of these entities and persons from any and every such cause to the fullest extent permitted by law. **Each Owner, by acceptance of a deed for any Lot, hereby releases the ARC, the Association, the Developer and their respective agents, officers, directors, members and successors and assigns, from all liability of every nature whatsoever arising from damage, loss or expense suffered, claimed, paid or incurred by any Lot Owner or from any injury to property or injury or death to any person, related in any way to any defects in any plans submitted to or approved by the ARC, any defects resulting in any work done under any plans or other data submitted, or any action taken or not taken by the ARC, Developer or the Association related thereto.**

8. Variances. The ARC may, in its sole and absolute discretion, grant any variances from any of the restrictions contained in this Declaration upon written application to the ARC requesting a variance; provided, however, that the grant of a variance to one party shall not vest in any other party a right to receive the same or a similar variance. All variances shall be in writing and signed by the President or Vice-President of the ARC.

9. Charges for Review of Plans; Certificates. The ARC shall have the right to establish from time to time reasonable charges and fees for the review of any plans, and for issuing any certificate or statement required by, or requested pursuant to, this Declaration. The ARC shall, upon request and at reasonable charges, furnish to any Owner a written certificate setting forth whether all necessary approvals have been obtained from the ARC in connection with any dwelling or other improvements on a Lot.

10. Developer Exemption. The Developer and any Lot or other portion of the Property then owned by Developer shall be exempt from the covenants and other requirements of this Article IV.

11. Discretionary Powers. To insure fulfillment of the Developer's goals and objectives in this development, the ARC shall have and shall exercise broad discretionary powers and its decision shall be final and conclusive except for arbitrary abuse of its discretion. In the absence of a violation of governing law, any court reviewing any dispute should give great deference to the decision of the ARC.

12. Interpretation of Declaration. In the event questions of interpretation of this Declaration arise, the ARC is given authority to review and resolve all such questions. All questions shall be interpreted in accordance with the purpose and intent expressed in this Declaration. Any decision rendered by the ARC shall be in writing and

shall be maintained in the records of the ARC. Any written opinion issued by the ARC shall be binding upon all Owners in the Subdivision and may be enforced in the same manner as other covenants and restrictions set forth in this Declaration.

The ARC may publish and record any interpretations in order to establish guidelines relative to architectural styles, signs, details, fences, colors, set backs, materials or other matters relevant to architectural control and protection of the aesthetic or property values of the Property. If the ARC establishes such guidelines, such guidelines shall be enforceable as if set forth in the Declaration.

13. Cease and Desist Order. The ARC shall have the power to impose reasonable charges upon and issue a cease and desist request to an Owner, such Owners contractors, employees, agents and invitees whose actions are inconsistent with the provisions of the Declaration. If the Owner fails to cure any breaches or deficiencies outlined in a cease and desist order within five (5) calendar days, the ARC may cause the breach to be cured and terminated at the expense of the Owner so notified and entry on Owner's Property as necessary for such purpose shall not be deemed a trespass. Any cost incurred by the ARC shall be paid by the person responsible for the breach. If not paid within thirty (30) days after such Owner has been sent notice of the amount due, such amount, plus interest at the rate of 15% per annum and costs of collection, including a reasonable attorney's fee, shall be a lien on the Lot owned by each person so notified and so shall in all respects be the personal obligation of the Owner. The ARC may bring an action at law for recovery of the costs so incurred by it, plus interest and costs of collection against the Owner personally obligated to pay and may bring an action to foreclose the lien against the Lot and judgment foreclosing the lien shall include interest and a reasonable attorney's fee, together with the costs of the action. The foregoing specified rights and remedies shall not limit the right of any other Owner or the Association to enforce these covenants and any provision set forth in the Declaration.

14. Appeal. After the Developer relinquishes its right to serve as the ARC, any action, ruling or decision of the ARC may be appealed to the Board by any party deemed by the Board to have standing as an aggrieved party, and the Board may modify or reverse any such action, ruling or decision. The Board shall maintain a record of all such decisions.

IX

EASEMENTS

1. Utility Easements. Declarant does hereby dedicate for the use and benefit of all Owners in the development the utility easements as depicted on the plat for the purposes of constructing, maintaining, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, telephone and communication lines, cable television, electric power lines and transformers, gas lines, water lines and other services capable of being provided to the development, together with all fittings and equipment for each of the facilities, including the poles, wires, conduits, pipes, valves,

meters and any other appurtenances thereto, with a right of ingress and egress to the easements for the uses and purposes set forth herein. No building, structure or other above or below ground obstruction that interferes with the above uses and purposes of any easement shall be placed, erected, installed or maintained. Provided, however, nothing herein shall be deemed to prohibit utility easements, drives and parking areas which do not constitute an obstruction.

2. Roadways. The interior streets within the Subdivision and shown on the plat as private streets are herein dedicated by Declarant as private streets for the common use and benefit of all Owners within the Subdivision, and their guests and invitees, for the purpose of providing vehicular and pedestrian access to and from the various Lots, to and from the public streets, and for providing entrance security facilities and decorative fencing and landscaping and are reserved to Declarant for subsequent conveyance to the Association to be created as set forth in this Declaration.

Declarant hereby grants to the United States Postal Service, any public utility providing utility service to the Subdivision and to any refuse collection service which provides service within the Subdivision the right to enter and traverse the private streets and to operate thereon all service, emergency and government vehicles, including but not limited to police and fire vehicles and equipment.

Upon conveyance of the roadways to the Association, the Association shall have sole responsibility for maintenance, repair and replacement of all roadways.

Declarant reserves the right to dedicate all or any portion of the streets to Delaware County. In the event of such dedication, the streets will become public streets and will be maintained by Delaware County.

3. Mandatory Set Back Lines. All Lots shall be subject to set back lines as shown on the Plat.

4. Boat Docks. Developer hereby reserves an easement twenty (20) feet in width adjacent to the G.R.D.A. taking line across Lots 9 through 21 for the purpose of attaching, maintaining, repairing, replacing and/or accessing the Boat Dock Structures and Boat Slips. Developer may dedicate such easement for the use and benefit of the Owners of the Boat Slips. Developer also reserves the right to utilize all utility easements shown on the plat for the purpose of providing access to the Boat Dock Structures and Slips.

X

COMMON AREAS

1. Common Areas. Declarant shall grant and convey to the Association and the Association shall take and accept from the Declarant, all Common Areas as defined above. Declarant shall have sole discretion to determine when the Common Areas will be

conveyed to the Association but that said Common Areas shall be conveyed prior to expiration of the Declarant Control Period. Declarant further reserves the right to convey the Common Areas to the Association in various phases.

2. Reservations. The Association shall hold and the Owners shall enjoy the use of the Common Areas subject to the following:

- (a) The reservation to Declarant of the right to lay, install, construct and maintain, on, over, under or in any portion of any Common Area, pipes, drains, mains, conduits, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, sprinkler systems and other public utilities or quasi public utilities deemed necessary or advisable to provide adequate service to any Lot or any Boat Dock Structures now or hereafter laid out or established on the property together with the right and privilege of entering upon any Common Area for the purpose of making openings and excavations therein.
- (b) The reservation to Declarant of the right to enter upon any Common Area conveyed to the Association for the purpose of construction or completing the construction of improvements and the landscaping of any area in the property.
- (c) The reservation to Declarant of the sole and exclusive right to install Boat Dock Structures and Boat Slips on and along any portion of the waterfront of the Common Areas. No individual Owner of a Lot nor the Homeowners' Association shall have any right to install any such structures unless such rights are specifically transferred from Declarant to the Owner or Association.
- (d) The reservation to Declarant of the sole and exclusive right to install boat storage, trailer storage, parking areas or any other structures or amenities useful to Declarant or the Subdivision as a whole on any portion of the Common Areas or to dedicate any portion thereof as a public or private roadway.

3. Use and Benefit of Common Areas. The Common Areas conveyed to the Association shall be deemed property and facilities for the use, benefit and enjoyment, in common, of each Owner. Except as otherwise permitted by the provisions of this Declaration, no structure or improvement of any kind shall be erected, placed or maintained on any Common Area except: (i) structures or improvements designed exclusively for community use, including, without limiting the generality of the foregoing, shelters, benches, chairs or other seating facilities, fences and walls, walkways, roadways, playground equipment, dock structures, swimming pools and tennis courts and (ii) improvements installed by Declarant pursuant to the rights reserved above.

The Common Areas may be graded, and trees, shrubs or other plants may be placed and maintained thereon for the use, comfort and enjoyment of the Owners or the establishment, retention or preservation of the natural growth or topography of the Common Areas or for aesthetic reasons. No portion of any Common Area may be used exclusively by any Owner for personal gardens, storage facilities or other private uses without the prior written approval of the Association (unless so dedicated by the Declarant as set forth above).

Provided, however, the Declarant reserves the rights set forth above including the right to construct docks along and adjacent to any portion of the Common Area. No individual Owner shall have the right to construct or attach a boat dock to any portion of the Common Area. Any boat docks constructed by the Declarant in the future must be utilized for the benefit of the development as more fully set forth in the next Article.

4. Maintenance. The Association shall improve, develop, supervise, manage, operate, repair, replace and maintain the Common Areas as from time to time improved, together with any items of personal property placed or installed thereon, all at its own cost and expense.

5. Damage to Common Areas. Any damage to any Common Areas which is caused by the negligent act or the willful misconduct of any Owner or family member of the Owner may be repaired by the Association but, in such event, the Association shall be entitled to reimbursement from the Owner responsible for such damage.

XI

BOAT DOCKS AND SLIPS

1. Boat Docks and Slips. At the time of the filing of this Declaration, Declarant intends to install Boat Dock Structures along the shoreline adjacent to Lots 9 through 21 and no Owner of those Lots shall have the right to install a private dock. By accepting a deed to any of those Lots, the Owner hereby consents to Developer's installation of the Boat Dock Structures. The Owners of Lots 1-8 & 22-30 shall have the right to install a private dock for their own use adjacent to their Lots. Those owners shall have no right to install any commercial dock or docks to serve any other third parties.

Declarant intends to and will convey to the Association the Boat Dock Structures, including floatation, roofing, flooring, main electrical service, steel members and all anchoring which will be a part of the common elements to be maintained by the association. Declarant reserves ownership of the Boat Slips and the right to park boats therein for the purpose of conveying the Boat Slips in connection with the sale of Lots in the Subdivision. A Boat Slip acquired in connection with the purchase of a Lot shall become an appurtenant right to the Lot and shall not be assigned, transferred or conveyed except upon the transfer of title to the Lot and then only to the transferee of title of said Lot. Provided, however, an Owner may convey his interest in a boat slip to the

Association or, with the prior written consent of the Association, may convey the boat slip to another Owner of a Lot in the development. **The Declarant also reserves the exclusive right to attach Personal Water Craft slips ("PWC's") to the Boat Dock Structure and to sell the PWC's to Owners in the Subdivision.**

Boat slips can only be conveyed to property owners within the Subdivision. No boat slip sales of any kind are to be allowed to any individual outside the Subdivision.

2. Maintenance, Repair and Replacement. The Association shall utilize the Boat Dock Maintenance Fund for the purpose of paying for the cost of operating and maintaining the Boat Dock Structures and for the cost of all permits issued by G.R.D.A. or F.E.R.C. Each Boat Slip Owner shall be allowed to install any available utilities to serve the Owner's slip at the Owner's expense. Provided, the Association may prohibit the installation of any utilities which would be detrimental to the Common Area or its use by other Owners. The Association shall pay the cost of security lighting and any common outlets from the Maintenance Fund. All repairs or replacement shall be paid from either the Boat Dock Maintenance Fund or the Boat Dock Reserve Fund at the Board's discretion.

3. Future Expansion. Declarant reserves the right to construct additional Boat Dock Structures for the benefit of the development. Declarant shall have no obligation to expand the docks and any expansion is subject to approval by the appropriate authorities. In the event of future expansion, Declarant may convey any slips to present or future Owners of Lots in the development and may convey the Boat Dock Structure to the Association.

XII

GENERAL PROVISIONS

1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding, at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Such right shall exist on behalf of any Owner against the Association. Failure by the Board or any group of Owners to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. A waiver of any such right shall be only pursuant to an instrument in writing signed by the party to be charged with such waiver and shall be limited to the particular covenant, condition or restriction which is expressly set forth in such writing as being waived.

2. Use by Declarant. Notwithstanding any provision herein contained to the contrary, it shall be expressly permissible for Declarant to maintain, during the period of sale of Lots, such facilities as, in the sole opinion of the Declarant, may be reasonably required, convenient or incidental to the sale of said Lots, including, but not limited to, a

temporary business office, storage areas, signs, model Lots and sales offices. The ARC shall have no authority to regulate any activities, construction or otherwise, by the Declarant.

3. Reservation for Construction and Sales Activities. In order that Declarant may establish the Property as a fully occupied Subdivision, no Owner or the Association shall do anything to interfere with, and Declarant does hereby reserve, the right:

- (a) of Declarant and its contractors or subcontractors, on any Lot owned by them, to take any necessary or desirable action in connection with the completion of any work on any Lot;
- (b) of Declarant and its representatives to construct and maintain on the Common Areas, or any Lot owned or controlled by Declarant or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completion of any work, establishing the Property as a Subdivision and disposing of the same by sale, lease or otherwise;
- (c) of Declarant and its representatives to maintain a sales office (which might include a temporary or mobile office) and maintain and show model Lots to aid in the marketing of the Lots;
- (d) of Declarant and its contractors or subcontractors to maintain such sign or signs for marketing of Lots as may be necessary or desirable.

4. Grants of Easements. The Association shall have the right to grant permits, licenses and easements over the roadways and other Common Areas for utilities, roads and other purposes necessary for the proper operation of the Property.

5. Severability. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity of the remaining provisions.

6. Successors and Assigns. This Declaration shall inure to the benefit of and be binding upon the successors and assigns of Declarant and to the heirs, personal representatives, grantees, lessees, successors and assigns of the Owners.

7. Remedies Cumulative. Each remedy provided by this Declaration for breach of any of the covenants, conditions, restrictions, reservations, liens or charges contained herein shall be in addition to any other available remedy, whether provided for by law or in equity, and all of such remedies, whether provided for by this Declaration or otherwise, shall be cumulative and not exclusive.

IN WITNESS WHEREOF, the undersigned has hereunto set its name, acting by and through its duly authorized officers on this the day and year first above written.

Green Country Shoreline, LLC

By: [Signature] (SEAL)
James R. Barbuto, Its Manager

1-2008-001636 Book 1806 Pg: 691
02/20/2008 10:32 am Pg 0662-0692
Fee: \$ 73.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

STATE OF OKLAHOMA)

) ss.

COUNTY OF DELAWARE)

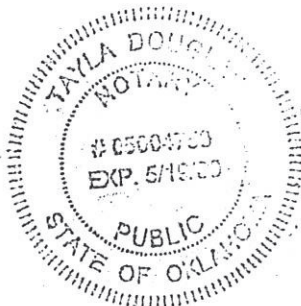
On this 12th day of February, 2008
for the County and State aforesaid, personally appeared James R. Barbuto, managing member of Green Country Shoreline, L.L.C. to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as the free and voluntary act and deed of the company for the uses and purposes therein set forth.

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

[Signature]
Notary Public

My Commission Expires:

5-19-09



I, the undersigned, County Clerk for Delaware County, Oklahoma hereby certify that the foregoing is a true, correct and full copy of the instrument herewith set out as appears of record in this office, this

20th day of February, 2008
[Signature] County Clerk
By: [Signature] Deputy

Exhibit "A"

1-2008-001636 Book 1806 Pg: 692
02/20/2008 10:32 am Pg 0662-0692
Fee: \$ 73.00 Doc: \$ 0.00
Carol Fortner - Delaware County Clerk
State of Oklahoma

R-23-E

SECTION 14

SECTION 23

LOCATION MAP
N.T.S.

T
24
N

PROPERTY DESCRIPTION

THE NW 1/4 OF THE SE 1/4 OF THE SE 1/4 AND PART OF THE S 1/2 OF THE S 1/2 OF THE SE 1/4 OF SECTION 14 AND PART OF THE N 1/2 OF THE N 1/2 OF THE NE 1/4 OF SECTION 23 ALL LYING IN TOWNSHIP 24 NORTH, RANGE 23 EAST OF THE I.B.M., DELAWARE COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF THE N 1/2 OF THE N 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SAID SE 1/4 OF SECTION 14 THENCE S 00°27'35" E 273.79 FEET ALONG THE WEST LINE OF SAID SE 1/4 SE 1/4 SE 1/4; THENCE S 52°42'50" W 118.00 FEET; THENCE S 30°53'45" W 161.13 FEET; THENCE S 03°26'17" W 235.40 FEET; THENCE S 00°08'27" E 149.70 FEET TO A POINT ON THE GRDA TAKING LINE; THENCE ALONG SAID TAKING LINE THE FOLLOWING CALLS: N 76°46' W 12.18 FEET; THENCE N 86°45' W 241.5 FEET; THENCE N 81°10' W 151.1 FEET; THENCE S 88°25' W 204.3 FEET; THENCE N 81°14' W 108.3 FEET; THENCE N 61°37' W 55.7 FEET; THENCE N 41°41' W 159.5 FEET; THENCE N 25°20' W 69.3 FEET; THENCE N 60°38' E 529.5 FEET; THENCE N 65°46' E 127.6 FEET; THENCE N 71°21' E 114.2 FEET; THENCE N 28°59' W 47.8 FEET; THENCE N 14°55' E 126.1 FEET; THENCE S 47°26' W 155.1 FEET; THENCE S 77°50' W 171.3 FEET; THENCE N 60°30' W 77.7 FEET; THENCE S 11°25' W 47.7 FEET; THENCE S 68°57' W 281.3 FEET; THENCE S 81°12' W 200.8 FEET; THENCE N 64°04' W 69.6 FEET; THENCE N 06°24' W 180.9 FEET; THENCE S 27°37' W 156.1 FEET; THENCE N 80°15' W 134.7 FEET; THENCE N 52°11' W 149.8 FEET; THENCE N 20°33' W 232.6 FEET; THENCE N 23°18' W 15.93 FEET; THENCE N 89°49'12" E 138.48 FEET LEAVING SAID TAKING LINE; THENCE N 00°34'55" W 120.00 FEET TO A POINT ON THE SOUTH LINE OF THE N 1/2 OF THE SW 1/4 OF SAID SE 1/4; THENCE N 89°49'12" E 907.94 FEET ALONG SAID SOUTH LINE TO A POINT ON THE WEST LINE OF SAID NW 1/4 SE 1/4 SE 1/4; THENCE N 00°33'19" W 655.07 FEET ALONG SAID WEST LINE TO A POINT ON THE NORTH LINE OF SAID NW 1/4 SE 1/4 SE 1/4; THENCE N 89°36'51" E 659.69 FEET ALONG SAID NORTH LINE TO A POINT ON THE EAST LINE OF SAID NW 1/4 SE 1/4 SE 1/4; THENCE S 00°27'35" E 657.44 FEET ALONG SAID EAST LINE TO A POINT ON THE NORTH LINE OF SAID N 1/2 N 1/2 SE 1/4 SE 1/4; THENCE N 89°49'12" E 658.60 FEET ALONG SAID NORTH LINE TO A POINT ON THE EAST LINE OF SAID N 1/2 N 1/2 SE 1/4 SE 1/4 SE 1/4; THENCE S 00°21'53" E 164.95 FEET ALONG SAID EAST LINE TO A POINT ON THE SOUTH LINE OF SAID N 1/2 N 1/2 SE 1/4 SE 1/4 SE 1/4; THENCE S 89°44'37" W 658.32 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. CONTAINING 38.17 ACRES, MORE OR LESS. SUBJECT TO A PERPETUAL RIGHT OF WAY EASEMENT (RECORDED AT BOOK 331, PAGE 380), A 16.5 FOOT STATUTORY EASEMENT ALONG THE EAST LINE OF THE N 1/2 N 1/2 SE 1/4 SE 1/4 SE 1/4, A 16.5 FOOT STATUTORY EASEMENT ALONG THE SOUTH LINE OF SECTION 14, A 16.5 FOOT STATUTORY EASEMENT ALONG THE NORTH LINE OF SECTION 23 AND ANY AND ALL EASEMENTS OF RECORD.

FOR THE PURPOSE OF PROVIDING AN ORDERLY DEVELOPMENT OF THE PRESERVE @ GRAND LAKE, DO HEREBY PROVIDE RESTRICTIVE COVENANTS FILED IN BOOK _____ PAGE _____ OF RECORDS IN THE OFFICE OF THE COUNTY CLERK, DELAWARE COUNTY, OKLAHOMA.

IN WITNESS WHEREOF, GREEN COUNTRY SHORELINE, L.L.C., HAVE CAUSED THESE PRESENTS TO BE SIGNED THIS 5th DAY OF February, 2008.


JIM BARBUTO, MANAGING PARTNER

STATE OF OKLAHOMA)
COUNTY OF DELAWARE) SS

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 5th DAY OF February, 2008.


NOTARY PUBLIC