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INTRODUCTION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE LODGES AT MELODY POINT, AN ADDITION TO DELAWARE COUNTY, STATE OF OKLAHOMA

WHEREAS, the owners of THE LODGES AT MELODY POINT, an Addition to Delaware County, State of Oklahoma, desire to amend and restate the Covenants, Conditions and Restrictions for said Addition; and

WHEREAS, there having previously been filed the following:

1) Deed of Dedication, Declaration and Restrictive Covenants of the Lodges at Melody Point and By-Laws of the Lodges at Melody Point Homeowners' Association, dated November 9, 2001 and filed of record in the office of the County Clerk of Delaware County, State of Oklahoma, on November 9, 2001, in Book 1479 at Pages 460-493; and

2) Supplement to Declaration dated November 26, 2001, and filed of record in the office of the County Clerk of Delaware County, State of Oklahoma, on November 26, 2001, in Book 1481 at Pages 216-226; and

3) First Amendment to Deed of Dedication, Declaration, and Restrictive Covenants of the Lodges of Melody Point dated March 19, 2003, and filed of record in the office of the County Clerk of Delaware County, State of Oklahoma, on March 20, 2003, in Book 1542 at Pages 428-431; and

4) First Restated Deed of Dedication, Declaration and Restrictive Covenants of The Lodges at Melody Point, and filed of record in the office of the County Clerk of Delaware County, State of Oklahoma, on December 28, 2009, in Book 1890 at Pages 256-299; and

5) First Amendment to the First Restated Deed of Dedication, Declaration and Restrictive Covenants of the Lodges at Melody Point, dated October 31, 2010, and filed of record in the office of the County Clerk of Delaware County, State of Oklahoma, on November 1, 2010, in Book 1925 at Pages 273-274; and

6) Second Amendment to the First Restated Deed of Dedication, Declaration and Restrictive Covenants of The Lodges at Melody Point, dated May 9, 2012, and filed of record in the office of the County Clerk of Delaware County, State of Oklahoma, on May 9, 2012, in Book 1988 at Pages 744-745;

WHEREAS, two-thirds (2/3) or more of the owners of lots in THE LODGES AT MELODY POINT desire to replace, restate, amend and modify the Restrictive Covenants as

listed herein above by adopting this Amended and Restated Declaration of Covenants, Conditions and Restrictions; and

NOW THEREFORE the undersigned being owners of two-thirds (2/3) or more of the lots in THE LODGES AT MELODY POINT, and it being the intent of the owners to substitute the language of this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the language of the above listed restrictive covenants and filings.

FURTHER, the undersigned owners hereby declare that, all land, appurtenances, and improvements which are a part of THE LODGES AT MELODY POINT shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions, and which shall run with the real property contained in THE LODGES AT MELODY POINT, and be binding on all parties having any right, title or interest in the described property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each other thereof.

That the undersigned and The Lodges at Melody Point Home Owners Association an Oklahoma non-profit association (“MPHOA”) certifies that the following described real property situated in Delaware County, Oklahoma, to-wit:

SEE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

has been surveyed, staked and platted into lots and streets and dedicated as **THE LODGES AT MELODY POINT** as shown by the Plat filed of record on June 22, 2001, in Book 1462 at Pages 438-451 and the Deed of Dedication, Declaration and Restrictive Covenants filed of record on November 9, 2001 in Book 1479 at Pages 460-493.

For the purpose of providing an orderly development of the entire tract of land and the creation of a planned community where residents and visitors will be insured the full enjoyment of the natural beauty and advantages of the area through careful planning, and for the further purpose of providing adequate restrictive covenants for the mutual benefit of the undersigned and their successors in title, the undersigned do impose the following restrictions and create the following easements and provisions for associations and assessments to which it shall be incumbent upon their successors and assigns to adhere. These covenants shall run with the land and shall be binding on all parties, firms or corporations, and all Persons claiming under them for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of twenty (20) years. Provided, this Declaration may be amended as set forth below.

Now, therefore, the undersigned do impose the following restrictions, assessments and associations.

ARTICLE I - DEFINITIONS

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

1. Architectural Control Committee (ACC).” shall mean and refer to the committee appointed to review and approve the plans for all improvements and Landscaping constructed or installed 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 Lodges at Melody Point Homeowners' Association (MPHOA), 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. Board of Directors. "Board of Directors" or "Board" shall mean the Board of Directors of the Association.
7. Common Elements. “Common Elements” means the following elements of the Property:
 - (a) The area of the property designated as planned community centers or common green space as shown on the plat and all roadways.
 - (b) Boat Dock Structures including structural frame, floatation, roofing, flooring, walkways, waterlines, anchoring and the breakwater.
 - (c) Those installations of central services including power, common lighting and water servicing Common Elements and the Boat Dock Structures or common storage.
 - (d) Other parts of the Property necessary or convenient to its existence, maintenance, or safety, and normally in common use.

“Common areas” mean and refer to those items defined as “common elements”.

8. Common Expenses. "Common Expenses" means all expenses of administration, maintenance, repair or replacement of the roadways, boat docks and other common areas including, but not limited to, maintenance and mowing of the landscaping of all yards in the Subdivision approved by the ACC. "Common Expenses" shall not include the expense of the removal of any tree, rocks or other similar items which were not existing when the lot was purchased. The individual owner of each lot shall be responsible for the payment of those expenses.

9. "Corporation" shall mean and refer to The Lodges at Melody Point Homeowners' Association, an Oklahoma non-profit corporation.

10. Declaration. "Declaration" means this instrument, subjecting the Property to the restrictive covenants, assessments and control of the Association together with such amendments and restatements to this instrument as may hereafter from time to time be lawfully made.

11. Landscaping. "Landscaping" shall include, without limitation, grass, plants (excluding flowers), trees, rocks and other similar features, whether animate or inanimate of the Yards. It shall also include the right to fertilize, dig, till, mulch, move and/or water any feature of the landscape.

11a. Maintenance. Includes mowing the grass, "weed-eating of borders, beds, streets and constructed paths", mulching flower beds in the Spring each year, maintaining landscaping excludes the weeding of all landscaping and flower beds in ACC approved Lots. For unapproved ACC lots maintenance includes only mowing of the grass and weed-eating of borders.

All new construction of irrigation systems, including providing of water, shall be at the Owner/Builders expense. Any problems which arise on existing irrigation lines, that are not located on Common Grounds shall be the responsibility of the Lot Owner to repair. The replacement of any dead trees, bushes, grass or flowers etc. on any Owners lot, remain the responsibility of the Owner to remove and replace at their expense, with ACC written approval.

12. Lot. Means a lot as described on the Declaration of The Lodges at Melody Point recorded in the Delaware County Clerk's office.

13. Owner. Shall mean the record owner, whether one or more persons, of the fee simple title to any Lot or the holder of a Bill of Sale to a Boat Slip, including contract sellers, but shall not include a mortgagee unless such mortgagee has acquired title pursuant to foreclosure, nor shall such term include any other person who has an interest merely as security for the performance of an obligation.

14. MPHOA Owner's Package MPHOA Owner's Package is a package of documents including the most current MPHOA governing documents; published MP "Rules and Regulations", published ACC Guidelines, a listing of the MP amenities (Pool, Hot-Tub, Pavilion, boat dock structure) statements for their operation and use, and a statement of MP

current assessments – including recurring assessments for Lot and Boat Slip and any one-time Assessments for each Lot Sale, including new Lot or resale Lot.

15. Person. "Person" means an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

16. 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 Lodges at Melody Point. The Property shall also mean and refer to certain real property described in the Declaration, together with all buildings and other improvements located thereon.

17. Subdivision. "Subdivision" or "Development" means and refers to the "The Lodges at Melody Point".

18. Yards or Lawns. "Yards" or "Lawns" refers to the portion of the lots lying in front of, behind or beside any improvements constructed on any lot in the Subdivision, including, but not limited to, the area inside any side yard or courtyard.

ARTICLE II - PURPOSE

Intent. Because of the unique setting of the Property, the Board intends these covenants to be a reasonable restriction upon the use of the Property and upon the Owners in order to accomplish various purposes including, but not limited to the following:

- (a) To preserve the Property values and the improvement placed therein; and
- (b) To preserve and enhance, now and in the future, the attractiveness and desirability of the Property; and
- (c) To maintain common architectural themes and styles and common landscaping throughout the Subdivision.

ARTICLE III - 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). If a lot 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. Ownership of a Lot shall be the sole qualification for membership in the Association.

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. Membership. All lot owners 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.

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 or back dues, 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 IV - DUTIES AND PROVISIONS

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 and the Articles 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 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 MPHOA. 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 have the exclusive right and obligation to maintain and mow the landscaping approved by the ACC in the yards on any lot in the Subdivision. The Owners of the lots shall have no right to modify or remove any part of the landscaping without the written consent of the ACC. Any modifications approved by the ACC shall be carried out under the supervision of the Association but at the

expense of the lot owner. The Association shall have no obligation to remove any trees, rocks or other similar features without the prior written approval of the ACC in connection with the landscaping of the lot. The individual lot owner shall be responsible for removal of any dead or dying trees or tree limbs with respect to trees. By accepting a deed to a lot in the Subdivision, the Owners consent to allow the Association and its representatives to come upon the lot as needed for the purpose of carrying out its rights and obligations under this paragraph and this Declaration.

(d) 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.

(e) 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.

(f) The Association, at any time, and from time to time, may establish such uniform rules and regulations as the Association may deem reasonable in connection with establishing and managing architectural and landscaping standards, the use, occupancy and maintenance of the Common Areas and their family members, 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.

(g) 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.

(h) 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.

(i) 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 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.

(j) 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.

(k) Annual Review of Insurance. The Board shall review annually the coverage and its limits of the policies of insurance purchased by the Association:

(i) Director and Officer Insurance. If available, the Association shall purchase and maintain a policy or policies of liability insurance insuring the Board, the ACC and all Directors, Officers and Committee and Sub-Committee Members against any claims, losses, liabilities, damages or causes of action arising out of or in connection with or resulting from any act done or omission to act by any such person or entities. The amount of coverage shall be determined by the Board from time to time so as to provide such coverage as the Board may deem prudent. Provided, the amount of coverage shall be the same for all persons and entities referenced herein.

(ii) Boat Liability Insurance. Any homeowner who owns or leases a slip at the docks at Melody Point is required to maintain adequate coverage as to cover their own property as well as \$300,000 (and any required increases, as determined by the Board), of liability insurance to the dock structure or to other boats or personal water crafts. Proof of this insurance must be provided annually to the Board.

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

ARTICLE IV-A - DUTIES OF OWNERS

1. Duties of Owners. By accepting a deed to a Lot or Bill of Sale for a Boat Slip, each and every Owner covenants and agrees to comply with all of the provisions of this Restated Declaration and all future amendments and restatements and the By-laws and all future amendments (collectively the “governing documents”) and all rules and regulations adopted in accordance with the governing documents.

2. Additional Obligations Relating to Sale of Property. If a Lot Owner offers their Lot for sale, the Lot Owner must provide an up-to-date copy of the “MPHOA Owner’s Package” to the listing Realtor at time of listing. This Package is available from the MPHOA office. If a Realtor is not used for the selling efforts, the Lot Owner (s) must provide the “MPHOA Owner’s Package” to the Buyer before “closing”.

ARTICLE V - ASSESSMENTS

1. Creation of Lien and Personal Obligation of Assessments. Each Owner, by acceptance of a deed to a Lot or Boat Slip, 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 for the Lot and any Boat Slip or charges and (ii) emergency assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular and emergency assessments, 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 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 at the time when such assessment fell due.

2. Regular Assessment. As set forth in the Plat of the Lodges at Melody Point, all of the Common Areas were dedicated to the owners in the development at the time of the recording in 2001. Article V (2) (c) requires that the total of the assessments for all lots 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 landscaping of the yards or lawns of all Lots and the Common Areas (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 (the "Reserve Fund Requirement"). In accordance with the Declaration and the By-Laws, the Board is required to set the amount of the assessments.

(a) Regular Assessment Period. The current annual assessment shall be \$3,720 per lot and \$1 per linear foot for each Boat Slip per month. Thereafter, the Board may raise the annual Lot assessment and Monthly Boat Slip assessment up to 10% in any year without a vote of the Association. Any increase over 10% must be approved by a majority vote of the membership of the Association. Any Lot Owner at MP who has one lot which is subject to regular monthly assessments, and acquires one or more additional lots that will remain undeveloped for an indefinite period of time will have a reduced assessment on the undeveloped lots, but in no case will be less than \$108/month.

In addition to the assessments referred to above, the purchaser of any Lot (with or without improvements) shall pay the sum of \$ 1,000.00 at the time of closing to the Association as an assessment to be placed in the Reserve Fund. This provision shall apply to all sales including the resale of Lots by any Owner.

(b) Fiscal Year. The fiscal year shall be the calendar year.

(c) Payment of Assessments. Assessments for each Lot and Boat Slip shall be due and payable by the Lot and Boat Slip 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. The total of such assessments for all Lots and 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 of the Common Areas and landscaping of the ACC approved yards or lawns of all Lots (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 (the "Reserve Fund Requirement").

(d) Certificate of Payment. The Association shall, upon demand, furnish to any Owner, mortgagee of an Owner or Prospective purchaser of any Lot and Boat Slip a certificate in writing, signed by a Board member of MPHOA, setting forth whether the assessments on the specified Lot and 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; provided, however, that any such emergency assessment in an amount exceeding 150% of the amount of the then prevailing monthly assessment for each Lot, with respect to such Lot, must first be approved by a majority of the Owners 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. 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.

5. 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 funds in such account may be expended only for expenses incurred by the Association for the maintenance, repair or replacement of the Common Elements.

6. 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.

7. 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 in equity provided, enforce the obligation to pay assessments in any manner 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. In any such foreclosure action the Owner shall be required to pay reasonable rental for the use of his Lot and Boat Slip during the pendency thereof. 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.

(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) Purchase by Mortgagee. In the event the holder of a first mortgage on a Lot or Boat Slip obtains title to such Lot as a result of a foreclosure of the mortgage or deed in lieu of foreclosure, such mortgagee shall not be liable for the foreclosed Lot's or Boat Slip's unpaid assessments which accrue prior to the earlier of (i) the acquisition of title to such Lot or Boat Slip by the mortgagee or (ii) occupancy of the Lot by mortgagor or its lessee.

(h) Power of Sale Procedure. In accordance with Okla. Stat. tit. 46 § 41, by accepting a deed to a Lot or a Bill of Sale to a Boat Slip, the owner expressly agrees with the Association that the Association may

foreclose any lien as set forth herein under the Power of Sale Mortgage Foreclosure Act as 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.

(i) 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.

8. 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 and maintenance of ACC approved landscaping and mowing of the lawns situated within the Subdivision, for the maintenance, upkeep and replacement of all recreational facilities including any swimming pools, boat docks 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.

9. Temporary Waiver of Assessment. The Board may grant a temporary exemption from assessments to a third party under the following circumstances: (i) the third party is a builder acquiring the lot to build a home for resale (i.e. a spec home), (ii) the third party builder begins construction within ninety (90) days after assignment of the temporary exemption and (iii) the third party builder completes construction of the home within one (1) year after construction commences. The temporary exemption shall expire upon third party builder's resale of the home to a third party or occupancy of the home by third party builder or any guest or tenant. The purpose of this provision is to encourage development of new spec homes in the subdivision. All other lots shall be subject to a regular assessment following the sale of such Lot to a third party.

ARTICLE VI -RESTRICTIONS AS TO USE

1. Single Family Use. All Lots, except Lots which may be designated by the Board for the utilization for a bar, restaurant, management, administrative, maintenance, laundry, storage or similar shop purposes, shall be used exclusively for private residential homes and shall not be used for business, professional or other similar activity. No timeshares, townhomes or bed and breakfast shall be constructed.

After the recording of this Declaration, no Lot may be leased at any given time to a Third Party. For purposes of this provision, "Third Party" shall be defined as any Person who is not an Owner as that term is defined in the Declaration. Any Lot Owner engaged in leasing or subleasing activities as of the date of this Declaration shall be allowed to continue leasing or subleasing activities until the lease has expired, said Lot is sold or conveyed to a Third Party. Any Lot Owner engaged in leasing or subleasing activity must, upon the sale or conveyance of said Lot, notify any potential buyer or person taking title that no Lot within the HOA may be leased at any given time to a Third Party.

Notwithstanding the above, any lease or sublease or tenancy arrangement in existence on the date this Declaration, may continue until its expiration or the Lot is sold to a Third Party, whichever comes first. Owners may apply for a hearing before the Board for temporary or special variances in case of hardship. Permission to lease will be granted in the sole discretion of the Board of Directors.

The Board may specifically reserve the right to construct storage buildings or storage areas for maintenance equipment, trash containers or other items beneficial to the development.

2. Prohibition on Division. No Lot shall be subdivided, nor shall any part less than the whole thereof be sold or otherwise transferred. Provided, the Board reserves the right to subdivide any Lot for the purpose of adding a portion of a Lot to an adjacent Lot.

3. Temporary Structures. No travel trailer, recreational vehicle, tent, tree house, barn, camping quarters or other temporary structures or recreational equipment may be placed or erected upon any Lot at any time except with the written permission of the ACC.

4. New Construction of Improvements and Landscaping; Uniform Architectural Themes and Styles. All construction of improvements and installation of landscaping shall be new and shall be approved by the ACC prior to the initiation of construction. The Board has preapproved several plans and designs which are available from the ACC or any Board member. Any variations of those plans must be approved in writing by the ACC. To allow preservation of a common architectural and landscaping theme and style, the ACC has sole discretion to approve or disapprove any proposed construction.

5. Completion Time. The exterior of all buildings or other structures must be completed within one (1) year after the commencement of construction except where such

completion is impossible or would result in great hardship due to strikes, fires, national emergency or natural calamities. If not so completed, or if construction shall cease for a period of sixty (60) days, without written permission of the ACC, the unfinished structure or unfinished portion thereof shall be deemed a nuisance and removed at the cost of the Owner.

6. Destruction. Any dwelling or building which may be destroyed in whole or in part by fire, windstorm, flood or for any other cause or act of God, must be rebuilt or all debris removed and the Lot restored to a sightly condition, such rebuilding or restoration to be completed with reasonable promptness and in any event within six (6) months.

7. Unightly Conditions. Each Owner shall prevent the development of any unclean, unsightly or unkempt condition of buildings or grounds on such Lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

8. Trash. No ashes, trash, rubbish, garbage, grass or shrub clippings, scrap material, or other refuse, or receptacles or containers thereof, shall be stored, accumulated or deposited outside or so to be visible from any neighboring Property or street, except during normal refuse collections.

9. Noxious Activities. No noxious or offensive activity shall be carried on upon any Lot nor anything done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No offensive or hazardous activities may be carried on upon any Lot. No annoying lights, sound or odors shall be permitted to emanate from any Lot.

10. Lawn Maintenance and Landscaping. The Association shall be solely responsible for maintaining and mowing all ACC approved yards and open spaces which are visible from any neighboring Lot or street. The Owner or Owners of any Lot shall be prohibited from modifying the landscaping without the prior written consent of the ACC. The purpose of this restriction is to maintain a common theme and style throughout the Subdivision. By accepting a Deed to a Lot in the Subdivision, the Owner or Owners acknowledge and agree that this restriction is reasonable and necessary to fulfillment of the goals and purposes set forth herein.

11. Antennas. No aerial antenna or other device for reception or transmission of radio or television or other electronic signals shall be maintained on the roof of any building so as to be visible from neighboring Property or adjacent streets except with the written approval of the ACC.

12. Animals. No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on any Lot. No animals of any kind shall be raised, bred or kept on any Lot except dogs, cats, or other ordinary household pets; that in any event, there shall be no more than two (2) household pets on any Lot. No poultry may be kept on any Lot, and all animals must be on a leash when at large. No animal of any kind shall be permitted which in the opinion of the ACC makes an unreasonable amount of noise or odor or otherwise is a nuisance.

Animals shall not be permitted to run loose. If an animal should run loose, the Owner shall be responsible for all costs associated with the animal being picked up or brought under control. In the event of repeated and willful violations by the Owner, the MPHOA may permanently restrain and enjoin the Owner from keeping said animal on the Owner's premises.

13. Vehicles. Recreational vehicles, trailers, trucks (other than pickups), boats, boat trailers, tractors, garden and maintenance equipment, etc. shall at all times, be kept in an enclosed structure or screened from the view of other Property Owners and retained within the established building lines. No repairs nor maintenance work shall be done on any of the above, including automobiles, except minor emergency repairs, unless the same is done in an enclosed or screened area. No vehicles, boats or other objects shall be placed or kept in the streets or other Common Areas. Provided, that Board reserves the right to designate portions of the Common Areas as parking areas.

14. Junk Vehicles. No stripped down, partially wrecked, or junk motor vehicle or sizeable part thereof, shall be permitted to be parked on any street or any Lot in such manner as to be visible at ground level from any neighboring Lot or street.

15. Signs. The only signs permitted on any Lot shall be:

(a) One sign of customary size for identification of the occupant and address of any dwelling.

(b) Such signs for sale, administration and directional purposes during development as are approved by the ACC;

(c) Such signs as may be necessary to advise of rules and regulations or to caution or warn of dangers;

(d) Such signs as may be required and;

(e) One sign advertising the Property "For Sale"; such sign shall not be larger than 450 square inches. "For Sale" signs shall not be placed on the common areas.

All permitted signs must be professionally painted, lettered and constructed and approved by the ACC.

16. Fences. No fences shall be allowed except upon the benefitted and burdened lots described in Article VIII. All fences must be approved by the ACC prior to beginning construction. No fencing shall extend beyond the front building line or the side building line on a corner Lot of any residence. If a residence is built behind a front building line of a Lot, a fence may not extend beyond that point nearest the street at each end corner of the home. The materials utilized as well as the color of the fence must be approved by the ACC and shall be consistent with the architecture and theme prevalent in the subdivision.

17. Off-Street Parking. Each lot shall include 2 off-street parking spaces. Parking along the street is prohibited.

18. Side Yards. Side yards shall comply with the minimum requirements of the zoning ordinances for the City of Grove.

19. Swimming Pools. Outdoor swimming pools shall be in ground and permanent. Provided, a portion of the pool wall may be above ground if all portions above ground are hidden from view with a deck. A temporary children's wading or play pool is permitted. Lots with swimming pools shall have sufficient security fencing. Swimming pool and ancillary equipment shall be shielded from view of adjacent property owners and any nearby streets.

20. City of Grove as Beneficiary. Despite the private nature of the development, the public may have some interest in insuring compliance with the development plan approved by the City of Grove. To insure reasonable compliance, the City of Grove shall be deemed a beneficiary and shall be entitled to bring an action to enforce compliance of any covenants contained in this Declaration and pertaining to such matters as location of uses, height of structures, setbacks, screening and access.

21. Boat Storage - Family Use. The Boat Slips are intended for and restricted to use as private boat storage slips. Boat Slips shall not be subdivided, nor shall any part less than the whole thereof be sold or otherwise transferred. No gainful occupation, profession, business, trade or other harmful activity except personal business shall be conducted in any Boat Slip. Provided, the Board reserves the right to allow leases of unsold slips to non-owners until said slips are sold. Only lot or homeowners may own a boat slip. Unsold slips may be leased to non-owners.

22. Leases. Any Owner of Boat Slip is prohibited from leasing the slip to anyone other than an Owner of other Real Property at Melody Point, Delaware County, Oklahoma. Any Owner desiring to lease his unit to another property Owner, must present the proposed lease to the Board of Directors for approval. The Owner must register the name, address and telephone number of the lessee with the Board of Directors. All lessees shall abide by the rules of the Association. The Owner of the unit shall remain liable for payment of all assessments and compliance with all rules and regulations set forth herein.

23. 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 Board. No commercial activity of any kind shall be permitted on or around the Boat Dock Structures except for any activities undertaken by the Board.

24. 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.

Each Boat Slip Owner may also request permission from the Board to install a personal water craft slip to the dock structure. No such slip shall be installed without the permission of the Board and without proper permits to be issued by the appropriate governmental authorities.

Boat Slip Owners granted permission to install dock boxes or personal water craft slips may be charged an additional assessment in an amount to be determined by the Board. No other items may be stored on the docks, including lily pads, floats or other water toys.

25. Hazardous Materials. All Boat Slip Owners and leasee's 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.

ARTICLE VII - ARCHITECTURAL CONTROL COMMITTEE

1. Architectural Control Committee(ACC). The Board of Directors shall appoint three (3) members to the ACC and such persons shall be Owners of Lots in the Subdivision. The ACC shall be formed for the purpose of assuring that the Property shall always be maintained in a manner (i) providing for visual harmony and soundness of repair; (ii) avoiding activities deleterious to the aesthetic or Property values of the Property; (iii) maintaining common architectural and Landscaping themes and styles and (iv) promoting the general welfare of the Owners and their tenants, guests and invitees.

The ACC shall have the power, by the exercise of its best judgment, to regulate the construction of all structures and improvements on any Lot and the decoration and landscaping of such Lot to insure conformity with the existing surroundings and structures.

2. Approval of Plans Prior to Construction. No structure, whether residence, accessory building, tennis court, swimming pool, antenna, flag poles, fences, wall, house numbers, mail boxes, exterior lighting or other improvements including landscaping shall be constructed, installed or maintained upon said Lot and no alterations or repainting to the exterior of any such improvement shall be made prior to obtaining written approval by the ACC. Provided, an Owner may plant flowers in flower beds as described herein without obtaining prior written permission of the ACC. The flower beds must be limited to original non-sodded or seeded areas around the exterior of the improvements. An Owner may request approval to install flower beds in other areas but the flower bed shall not be installed without the written approval of the ACC. No other flowers may be planted without the prior written approval of the ACC. A drawing of any such additional flower beds and a description of any proposed plantings must be submitted to the ACC as a precondition to the ACC's consideration of the request. Lot owners are responsible for the care and maintenance, including weeding, of all flower beds they install and all flowers they plant. Prior to the initiation of any construction or installation of landscaping, the Owner shall submit a complete set of plans and specifications to the Architectural Control Committee for review and obtain written approval from the ACC approving such submitted plans. The plans shall include a description of the exterior design, height, building materials and color scheme along with the proposed location of any structure. The plans for landscaping must include a schematic of the proposed landscaping, name, description and the type of landscaping and materials desired by the Owner. Provided, however, the Owner acknowledges and agrees that the ACC acting on behalf of the Association, shall have the sole discretion in approving the plans for new and modifications of existing landscaping upon any Lot.

The ACC shall approve or disapprove all proposed plans or requests within thirty (30) days after receipt of the written request has been submitted. The ACC shall maintain written records of all applications submitted and of all action taken. In approving or disapproving any plans submitted, the ACC shall take into consideration the design, style and construction of the proposed improvement or landscaping, its location on the Lot, the harmony of its design, architecture and location with the terrain and surrounding neighborhood and shall determine

whether such improvement or landscaping is consistent with the general terrain, architecture of other buildings and landscaping located upon the Property and whether or not the construction or alteration of said improvement or landscaping will adversely affect or decrease the value of any other Lots because of its design, location, height or type of material used in construction or installation. The ACC may make reasonable requirements of the Owner, including the submission of additional plans, to insure conformance of such building or alteration when erected with these restrictions and covenants and with the plans submitted and approved. The committee may require such changes as may be necessary to conform to the general purposes as herein expressed.

The ACC shall have authority to grant variances from the provisions of this Declaration in cases of irregularly shaped Lots, unusual terrain, or other conditions wherein the strict enforcement of these restrictions would result in unusual hardship. The Architectural Control Committee shall be the sole and exclusive judge of whether or not such hardship exists.

3. Disapproval of Plans. If the ACC disapproves of any proposed plans or specifications, it shall state in writing its reason for such disapproval in general terms so that the objections can be met by alterations acceptable to the ACC.

4. Discretionary Powers. To insure fulfillment of the Board's goals and objectives in this development, the ACC 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 ACC.

5. Interpretation of Declaration. In the event questions of interpretation of this Declaration arise, the ACC 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 ACC shall be in writing and shall be maintained in the records of the ACC. Any written opinion issued by the ACC 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 ACC 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 ACC establishes such guidelines, such guidelines shall be enforceable as if set forth in the Declaration.

6. Waiver of Liability. THE SCOPE OF REVIEW BY THE ACC 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. Neither the ACC, the Association, or the Board, 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 6 for any cause arising out of the matters referred to in this Section 6 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 ACC, the Association, the Board and their respective agents, 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 ACC, any defects resulting in any work done under any plans or other data submitted, or any action taken or not taken by the ACC, the Board or the Association related thereto.

7. Cease and Desist Order. The ACC 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 ACC 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 ACC 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 ACC 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.

8. Appeal. Any action, ruling or decision of the ACC 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 such decisions.

ARTICLE VIII - EASEMENTS

1. Utility Easements. MPHOA does hereby dedicate for the use and benefit of all owners in the development a utility easement five feet in width along each side lot line for the purposes of constructing, maintaining, repairing, removing, and replacing any and all public utilities, including storm and sanitary sewers, telephone and communication lines, fiber optic cable, electric power lines and transformers, gas lines, water lines, and any 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, created, installed or maintained. Provided, however, nothing herein shall be deemed to prohibit utility easements, drives, and parking areas which do not constitute an obstruction. Provided further, nothing herein shall be deemed to prohibit the construction of decks in the area of the easement upon burdened or benefitted lots as defined in the Declaration. New construction which require new or additional utilities of any sort within Melody Point will be at the cost of the builder/Owner.

2. Roadways. The interior streets within the Subdivision and shown on the plat as private streets have been dedicated to the MPHOA 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. New construction of roadways to access any lots within Melody Point will be at the cost of the builder/Owner. The Board hereby grants to the city, 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.

The Association shall have sole responsibility for maintenance, repair and replacement of all roadways. The Board acknowledges for themselves and their successors that the City of Grove shall have no duty to maintain any of the private streets within the Subdivision nor have any implied obligation to accept any subsequent tender of dedication of any private street within the Subdivision.

MPHOA hereby reserves a utility easement five feet (5') in width along and within each side of all roadways shown on the plat for the purposes of constructing, maintaining, repairing, removing and replacing any and all public utilities as more fully referenced above.

3. Mandatory Building Lines. To provide additional privacy and to achieve a more useful aggregate of side yard space, the following siting and construction requirements are established with respect to the following described lots:

(a) Rear building line. There is herein established a building line (hereinafter referred to as “rear building line”) which shall be that point of any residence located at the furthest point to the rear of any lot.

(b) Front building line. There is herein established a building line (hereinafter referred to as “front building line”) which shall be that point of any residence located at the furthest point to the front of any lot.

(c) Side building line. There is herein established for Lots 30-35, 47-65, 114-126, and 134-144 a side building line (hereinafter referred to as “mandatory building line”) located as follows:

“5 feet South of and extending parallel with the North boundary line of each lot,”

and extending from the front building line to the rear building line of each lot.

There is herein established for Lots 36-46 a “mandatory building line” located as follows:

“5 feet East of and extending parallel with the West boundary line of each lot,”

and extending from the front building line to the rear building line of each lot.

There is herein established for Lots 127-133 a “mandatory building line” located as follows:

“5 feet West of and extending parallel with the East boundary line of each lot,”

and extending from the front building line to the rear building line of each lot.

(Each of the lots described in this subparagraph (c) are hereinafter referred to as the “burdened lot”).

(d) Building wall. Within the burdened lots, the dwelling shall be constructed and maintained with the exterior building wall (hereinafter referred to as the “building wall”) located parallel with and extending directly upon and along the mandatory building line.

(e) Openings prohibited. The building wall to be located upon the burdened lots shall not be penetrated by windows, doors, or gates unless written permission is granted by the ACC.

(f) Building materials/building wall. The exterior surface of the building wall located along the mandatory building line shall be of stone and wood.

(g) Side yard easement. The Board herein establishes and grants for the benefit of and appurtenant to the lot located adjacent and nearest to the mandatory building lines (hereinafter referred to as the “benefitted” lot), a perpetual and exclusive easement of use and enjoyment (hereinafter referred to as “side yard easement”) of that area within the burdened lot and extending from the mandatory building line to the common boundary line between said lots.

(h) Rights and limitations. The use of the side yard easement by the Owner of the benefitted lot shall be limited to the uses customarily made of residential yards and may include, but shall not be limited to, lighting, patio floors, and the placement and use of customary lawn and yard furniture and shall include the incidental rights necessary to permit the construction and maintenance of a fence along the front building line. The Owner of the burdened lot shall have the right to enter the side yard easement area for the purpose of maintenance of his dwelling or the building wall located within the burdened lot.

(i) Indemnity. The Owner of the benefitted lot shall indemnify and hold the Owner of the burdened lot harmless from all claims, and all costs, expenses, and liabilities (including attorneys fees) related thereto, arising from or in connection with use and enjoyment of the side yard easement by the Owner of the benefitted lot, his tenants and invitees, including but without limitation, accident, injury, or loss upon or about the side yard easement suffered by the Owner of the benefitted lot, his tenants, and invitees.

(j) Maintenance of building walls. The building wall shall be maintained by and at the cost of the Owner of the residential lot within which the wall or walls are located. In the event a wall is damaged or destroyed through the act of the Owner of the benefitted lot or any of the Owners’ guests, tenants, or invitees or members of his family (whether or not such act is negligent), then the Owner of the benefitted lot shall proceed to rebuild and repair the wall to as good as condition as it formerly existed, without costs to the Owner of the burdened lot.

In the event a building wall is damaged or destroyed by some other cause (including ordinary wear and tear) the Owner of the burdened lot shall, at such Owners’ cost, proceed to rebuild or repair the wall to as good a condition as it formerly existed.

(k) Alteration of building wall. The Owner of the burdened lot, prior to the commencement of the alteration of the building wall, other than cleaning or painting of a surface facing the interior of the burdened lot, shall first obtain the written consent of the Owner of the benefitted lot, which shall not be unreasonably withheld.

The Owner of the benefitted lot shall have no right to permanently attach any item to the building wall (other than the fence referenced above) without the prior written consent of both the Owner of the burdened lot and the Architectural Control Committee.

(l) Arbitration. In the event of a dispute between the Owner of a burdened lot and the Owner of a benefitted lot relating to the repair or rebuilding of a building wall, the matter shall be submitted to three (3) arbitrators, one (1) chosen by each of the Owners, and the third by the two (2) so chosen. A determination of the matter agreed to by any two (2) of the three (3) arbitrators shall be binding upon the Owners, who shall share the costs of arbitration equally. In the event one party fails to choose an arbitrator within ten (10) days after receipt of request in writing for arbitration from the other party, then the requesting party shall have the right and power to choose one (1) arbitrator who shall have authority to determine the matter.

4. Common Driveways. As more fully shown on the plat, various Lots in the development will share a Common Driveway the center of which will be located on the Common Lot Line. The Owner of any Lot with a shared driveway shall not interfere with the adjacent Owner's use and access to the Common Drive.

5. Landscaping Easement. The Association shall have the right and easement to enter upon any Lot to the extent reasonably necessary to maintain and repair all landscaping that the Association is responsible to maintain or repair located or to be located upon any Lot in the development.

6. Shoreline Easement. The Association shall have the right and easement to enter upon any lot to the extent reasonably necessary to clean and maintain the shoreline both above and below the GRDA. taking line.

7. Common Areas. The Board reserves an easement over and across all common areas as more fully detailed in Article X of the Declaration, as amended herein.

ARTICLE IX - COMMON AREAS

1. Common Areas. All Common Areas as defined above have been conveyed to MPHOA, for the benefit of all owners in the development.

2. Reservations. The Association shall hold the Common Areas conveyed to it subject to the following:

(a) The reservation to the Board of the right to lay, install, construct and maintain, on, over, under or in those strips across land designated on the plat as an easement area, or 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 and other public utilities or quasi public utilities deemed necessary or advisable to provide adequate service to any Lot 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 the Board 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) Notwithstanding any other provision of this Declaration, the Board reserves the right, in the sole and absolute discretion of the Board to allow decks, retaining walls or fireplaces attached to any residence (constructed on any lot adjacent to a common area) to encroach upon the common area. The Board will exercise its discretion in an effort to minimize any intrusion upon the common area but the determination made by the Board shall be final and not subject to challenge by any property owner. This right shall be exclusive to the Board and no other property owner shall be allowed to construct any type of structure on any portion of the common area.

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) drainage, storm water and utility systems and structures. 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.

Provided, however, the Board reserves the right to construct additional 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 Board 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 may be repaired by the Association but, in such event, the Association shall be entitled to reimbursement from the Owner responsible for such damage.

ARTICLE X - BOAT DOCKS AND SLIPS

1. Boat Docks and Slips. At the time of this filing, First National Bank of Vinita (FNB) owns a number of boat slips. FNB may lease these slips to non-owners or sell them to Lot Owners. FNB is responsible as Slip owners to pay the maintenance fee to MPHOA on all slips they own. 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.

2. Maintenance, Repair and Replacement. The Association shall utilize the Maintenance Fund for the purpose of paying for the cost of operating and maintaining the boat docks and for the cost of all permits issued by GRDA. 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 Fund at the Board's discretion.

3. Future Expansion. The Board reserves the right to construct additional boat docks and slips along other portions of the Common Areas for the benefit of the development. The Board shall have no obligation to expand the docks and any expansion is subject to approval by the appropriate authorities.

ARTICLE XI - BOARD OF DIRECTORS

The affairs of the Corporation shall be managed by a board of not less than three (3) nor more than seven (7) directors, who must be members of the Corporation. Directors to serve for a term of two years. Terms to be staggered so that at least one Director is to be elected at each annual meeting.

Vacancies in the Board of Directors shall be filled by the majority of the remaining Directors, any such appointed Director to hold office until his successor is elected by the members, who may make such election at the next annual meeting of the members or at any special meeting duly called for that purpose.

Election of the Directors. Election to the Board of Directors shall be by secret ballot. At such elections, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest numbers of votes shall be elected. Only members nominated to serve by the nominating committee shall be eligible to serve.

Nominations for election to the Board of Directors shall be made by a nominating committee. Any Member who wishes to be nominated for Board membership must submit their name and qualifications to the Board within 14 days before the Meeting where the election will take place. The Board will give all Members applications for nomination to the Nominating Committee.

The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each such annual meeting.

The nominating committee will take under consideration a potential nominee's MPHOA membership status and qualifications including, but not limited to, being a MPHOA member in good standing, not having their lot/home listed "For Sale" and not having announced their intent to sell, willingness to devote the time necessary to carry-out the duties of a Board member, etc., in determining if a Nominee is qualified and approved by the Nominating Committee. A member who is not in good standing shall not be eligible to serve as a Director.

In the event that any member of the Board of Directors shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may, by action taken at the meeting during which said third absence occurs, declare the office of said Director to be vacant.

Power and Duties of The Board of Directors. The Board shall call special meetings of the members whenever it deems necessary and to call a meeting at any time upon written request of one-fourth (1/4) of the voting membership;

to appoint, remove, designate and dismiss, at its pleasure, all officers, agents and employees of the Corporation, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to or prohibit the employment of any member, officer or director of the Corporation in any capacity whatsoever;

to establish, levy, assess and collect the assessments or charges referred to herein and to exercise all rights created by statute and these By-Laws regarding the collection of delinquent assessments;

to adopt and publish rules and regulations covering the use of Common Areas, Lots and Boat Slips and the personal conduct of the members and their guests thereon; and to exercise for the Corporation all powers, duties and authority vested in or delegated to the Corporation, except those reserved to the members of the Corporation in accordance with the Declaration;

to cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting at which such is requested;

to supervise all officers, agents and employees of the Corporation and see that their duties are properly performed; as more fully provided in the Declaration:

- a. to fix the amount of the assessment against each Lot and boat slip for each assessment period;
- b. to prepare a roster of the Lots and the assessments applicable thereto which shall be kept in the office of the Corporation and shall be open to inspection by any member; and
- c. to send notice of each assessment to every Owner of the Lot and Boat Slip subject thereto;
- d. It is the duty of the members of the Board of Directors, Officers and Board-appointed Committee Members to uphold and enforce the current Declarations, Covenants and By-Laws of the corporation and to apply such consistently to all Corporation members at all times.

to issue, or to cause an appropriate officer to issue, upon demand by any Lot or Boat Slip Owner, mortgagee or prospective mortgagee of a Lot, a certification setting forth whether any

assessment has been paid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid; and

to provide for the care, upkeep and surveillance of the Property, the improvements located thereon and the Common Area and services.

Board Meetings. Meetings of the Board of Directors shall be held from time-to-time determined by the Board. Special meetings of the Board of Directors shall be held when called by any officer of the Corporation or by any two (2) Directors, after not less than three (3) days' notice to each Director. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if (1) a quorum is present and (2) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to the holding of such meeting, a consent to any action taken at such meeting or any approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting. A majority of the Board of Directors shall constitute a quorum thereof. Any action which could be taken at a meeting of the Board of Directors may be taken by a written Memorandum and Record of Action signed by all the Directors and filed with the corporate records and made a part of the corporate minutes.

Officers of the Board. The officers of the Corporation shall be a President, a Secretary, a Treasurer and such other officers or assistants as the Board of Directors may deem desirable. More than one office may be held by the same person; provided, however, that the office of President and Secretary shall not be held by the same person. The President shall be a member of the Board of Directors. The officers shall be chosen by a majority vote of the Directors. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and shall sign all notes, leases, deeds and all other written instruments to be executed by the Corporation.

The Secretary shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. The Secretary shall also keep the records of the Corporation. They shall record in a book kept for that purpose the names of all members of the Corporation, together with their address, as registered by such members. The Secretary shall also maintain a copy with all amendments of the Declaration, the Certificate of Incorporation of the Association, these By-Laws and all other documents relating to the Property.

The Treasurer shall receive and deposit in appropriate bank accounts all the monies of the Corporation and shall disburse such funds as directed by resolution of the Board of Directors; provided however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks of the Corporation; provided, however, that such checks shall also be signed by the President, Vice-President, or Secretary. The Treasurer shall keep proper books of account and produce an Annual Financial Statement of the Corporation to be made at the completion of each fiscal year. They shall prepare an annual

budget and an annual balance sheet statement, and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

ARTICLE XII - MEETING OF MEMBERS

The regular annual meeting of the members shall be held between April 1 and April 30 of each year, at a place and hour determined by the Board and stated in the written notice of the Annual Meeting which shall be mailed at least 30 days in advance of the Annual Meeting.

Special meetings of the members for any purpose may be called at any time by the President, Secretary or Treasurer, or by any two or more members of the Board, or upon the written request of the members who have a right to vote one-fourth ($\frac{1}{4}$) of the votes of the entire membership.

Notice of any meeting shall be given to the members and, upon request, to the holder of a first mortgage on any Lot by the Secretary. Notice may be given to the member either personally or by sending a copy of the notice via email, to the email address the Owners monthly assessment is sent. Each member shall register their email address with the Secretary and notices of meetings shall be emailed to them at such address. Notice of the Annual Meeting shall be emailed at least 30 days in advance of the Annual Meeting. Notice of any Special meeting shall be emailed at least seven (7) days in advance of the Special meeting and shall set forth in general the nature of the business to be transacted in the Special Meeting; provided, however, that if the business of any Special or Annual meeting shall involve an election of the Board of Directors, or any member thereof, or any action governed by the Certificate of Incorporation or by the Declaration, notice of such meeting shall be given or sent as therein provided.

The presence at the meeting of members entitled to cast, or of proxies entitled to cast, a majority of the votes of the membership shall constitute a quorum. Any action governed by the Certificate of Incorporation or by the Declaration applicable to the Properties shall require a quorum as therein provided. Roberts Rules of Order (latest addition) shall govern the conduct of all meetings of the Lot owners, MPHOA, and Board of Directors when not in conflict with the Declaration.

Proxies. At all corporate meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. No proxy shall extend beyond a period of 11 months and every proxy shall automatically cease upon sale by the member granting such proxy of his Lot or other interest in the Property.

ARTICLE XIII - AMENDMENT OF DECLARATION

Amendment. This Declaration may be amended by a two-thirds 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.

ARTICLE XIV - 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. 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.

3. 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.

4. 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.

5. Non-liability of Officials. To the extent permitted by law, neither the Board, the Architectural Control Committee, or any other committees of the Association or any member of such Board or committee shall be liable to the Association, any Member or their heirs or assigns or any third party including mortgage holders for any damage, loss or prejudice suffered or claimed on account of any decision, approval, or disapproval of plans or specifications (whether or not defective), course of action, act, omissions, error, negligence or the like made in good faith within which such Board, committees or persons reasonably believed to be the scope of their duties.

6. Indemnification of Officers, Directors and Committee Members.

The Owners shall indemnify, as a common expense, any person who was or is a party or is threatened to be made party to any threatened, pending or completed action, suit or proceeding, whether civil, administrative or investigative (other than an action by or in the right of the MPHOA) by reason of the fact that such person is or was a Director, an elected Officer, a Committee member or an appointed Officer of the MPHOA or the ACC, or is or was serving at the request of the MPHOA as a Director or Officer of another association, corporation, partnership, joint-venture, trust, or other enterprise, against expenses (including all costs, attorney's fees, judgments, fines, and any amounts paid in the settlement of such action, suit or

proceeding), IF such person acted in good faith and in a manner he or she reasonably believed to be in and not opposed to the best interests of the MPHOA; the termination of any action, suit or proceedings by judgment, order, settlement or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in and not opposed to the best interests of the MPHOA.

The indemnification provided for herein shall continue after the person ceased to be a Director, Officer or Committee Member appointed by the Board and shall inure to the benefit of the heirs, executors, and administrators of such a person.

The MPHOA shall have power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee or agent of the MPHOA, or is or was serving at the request of the MPHOA as a Director, Officer, employee or agent of another association, corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against such person, and incurred by him or her in any such capacity, or arising out of his or her status as such whether or not the MPHOA would have the power to indemnify such person against such liability under the provisions of this section.

The Deed of Dedication, Declaration and Restrictive Covenants of The Lodges at Melody Point, Delaware County, State of Oklahoma, and filed of record in the office of the County Clerk of Delaware County, State of Oklahoma, in Book ____ at Page ____ shall remain in full force and effect, save and except as previously modified by the First Restated Deed of Dedication, Declaration and Restrictive Covenants of the Lodges at Melody Point filed of record in Book ____ at Page ____ of the records of the Delaware County Clerk, and save and except as modified, added to or changed herein above.

DATED this _____ day of December 2017.

By: _____
President, Board of Directors, The Lodges at
Melody Point Home Owners Association

STATE OF OKLAHOMA]
] ss.
COUNTY OF DELAWARE]

On this _____ day of December 2017 before me, a Notary Public in and for the County and State aforesaid, personally appeared, 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.

Notary Public

My Commission Expires: _____

EXHIBIT "A" – LEGAL DESCRIPTION

PART OF THE W 1/2 OF THE SW 1/4 AND THE S 1/2 OF THE SW 1/4 OF THE NW 1/4 OF SECTION 12, TOWNSHIP 24 NORTH, RANGE 23 EAST OF THE I.B.M. IN DELAWARE COUNTY, OKLAHOMA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF SAID NW 1/4; THENCE S 00°11'03" W ALONG THE WEST LINE OF SAID SW 1/4 238.18 FEET; THENCE S 89°49'15" E LEAVING SAID WEST LINE 147.33 FEET; THENCE S 53°51'45" E 111.96 FEET; THENCE S 03°57'08" W 349.50 FEET; THENCE N 89°49'17" W 215.00 FEET TO A POINT ON SAID WEST LINE; THENCE S 00°11'03" W ALONG SAID WEST LINE 998.34 FEET TO A POINT ON THE NORTH BOUNDARY OF MELODY SHORES ADDITION; THENCE N 86°50'05" E ALONG THE SAID NORTH LINE OF MELODY SHORES ADDITION 274.00 FEET; THENCE N 80°47'05" E ALONG THE SAID NORTH BOUNDARY 252.00 FEET; THENCE N 37°12'05" E ALONG THE SAID NORTH BOUNDARY 45.00 FEET TO A POINT ON THE GRDA TAKING LINE; THENCE N 75°20'23" W ALONG SAID TAKING LINE 95.26 FEET; THENCE N 21°18' E ALONG SAID TAKING LINE 166.30 FEET; THENCE N 29°11' W ALONG SAID TAKING LINE 90.50 FEET; THENCE S 57°40' E ALONG SAID TAKING LINE 119.30 FEET; THENCE S 41°21' E ALONG SAID TAKING LINE 175.60 FEET; THENCE S 51°50' E ALONG SAID TAKING LINE 140.90 FEET; THENCE S 69°23' E ALONG SAID TAKING LINE 166.00 FEET; THENCE N 22°25' E ALONG SAID TAKING LINE 91.50 FEET; THENCE N 06°39' W ALONG SAID TAKING LINE 515.00 FEET; THENCE N 18°04' W ALONG SAID TAKING LINE 217.20 FEET; THENCE N 03°41' E ALONG SAID TAKING LINE 88.50 FEET; THENCE N 09°08' W ALONG SAID TAKING LINE 69.60 FEET; THENCE N 29°41' W ALONG SAID TAKING LINE 121.40 FEET; THENCE N 01°17' E ALONG SAID TAKING LINE 71.20 FEET; THENCE S 38°00' E ALONG SAID TAKING LINE 137.20 FEET; THENCE S 30°25' E ALONG SAID TAKING LINE 150.30 FEET; THENCE S 21°43' E ALONG SAID TAKING LINE 20.77 FEET; THENCE N 68°59'53" E LEAVING SAID TAKING LINE 216.33 FEET TO THE SOUTH RIGHT OF WAY OF EVANS STREET; THENCE N 18°24' W ALONG SAID RIGHT OF WAY 114.90 FEET; THENCE N 11°45' W ALONG SAID RIGHT OF WAY 113.90 FEET; THENCE N 29°51' W ALONG SAID RIGHT OF WAY 107.65 FEET; THENCE N 42°33' W ALONG SAID RIGHT OF WAY 150.60 FEET; THENCE N 59°15' W ALONG SAID RIGHT OF WAY 169.63 FEET; THENCE N 36°28' W ALONG SAID RIGHT OF WAY 200.64 FEET; THENCE N 46°16' W ALONG SAID RIGHT OF WAY 164.69 FEET; THENCE N 55°05' W ALONG SAID RIGHT OF WAY 149.94 FEET; THENCE N 78°00' W ALONG SAID RIGHT OF WAY 179.56 FEET; THENCE S 89°31'28" W ALONG SAID RIGHT OF WAY 267.56 FEET TO THE WEST LINE OF SAID NW 1/4; THENCE S 00°11'03" W ALONG SAID WEST LINE 222.04 FEET TO THE POINT OF BEGINNING. CONTAINING 34.86 ACRES, MORE OR LESS. BEING SUBJECT TO A 16.5 FOOT STREET RIGHT OF WAY ALONG THE WEST SIDE AND ANY AND ALL EASEMENTS OF RECORD.

Attached hereto as Exhibit "B" and made a part hereof, are signatures of the owners of over two thirds of the lots in The Lodges at Melody Point, Delaware County, State of Oklahoma, that voted to approve the Second Restated Deed of Dedication, Declaration and Restrictive Covenants of The Lodges at Melody Point, Delaware County, State of Oklahoma;

EXHIBIT "B"

Lot 75

TIM ANDREW/

Or

JEANNE ANDREW

Lot 130

BRUCE BAKER/

Or

BECKY BAKER

Lot 300

JANET BARRESI

Lot 83

STEVE BASKINS

Lot 52

RANDY BASKINS/

Or

BEVERLY BASKINS

Lot 68

KEN CARTERMAN/

Or

SHERRY CARTERMAN

Lot 204 and Lot 301

JIM CHAPMAN/

Or

LIN CHAPMAN

Lot 131

CONNIE CHILDRES

Lot 50

GREGG COMPTON/

Or

CONNIE COMPTON

Lot 302

GARY CONKLIN/

Or

ELLEN CONKLIN

Lot 5

VERNON CRABTREE/

Or

KATHY CRABTREE

Lot 70

PETER DAVIES/

Or

DAWN CHODRICK

Lot 77

TOM DONLEY/

Or

KATHIE DONLEY

Lot 72

CARL DONALDSON/

Or

KATHY DONALDSON

Lot 85

KELLY FARBER/

Or

STACI FARBER

Lot 84

KAY GRAY

Lot 94

MEGAN FOX

Lot 135

CALEB GOLDNER

Or

TANYA GOLDNER

Lot 303

GINA HARMATIUK

Lot 51

NORM HUDECKI/

Or

PHYLLIS HUDECKI

Lot 69

STEVE JONES

Lot 49

KENNETH KEARNS/

Or

DEBBIE KEARNS

Lot 64

MARK LONDAGIN/

Or

JULIE LONDAGIN

Lot 60R

BRAD MURPHREE/

Or

JOLEEN MURPHREE

Lot 95

DAN NICHOLS/

Or

REGINA NICHOLS

Lot 96

ELLEN O'DELL/
Lot 91

RANDY RABLE/

Or

DENISE RABLE

Lot 86

BRAD ROBERTS

Lot 54

ROD SAILOR/

Or

LANNA SAILOR

Lot 306

DENNIS SANDERS/

Or

DANIELLE SANDERS

Lot 89

CINDY SCHOOLCRAFT

Lot 97

TYE SMITH/

Or

LORI SMITH

Lot 144/

ROBERT S. THOMAS

Lot 47

JOHN WALTER

Lot 74

ROBERT WEAVER/

Or

BLYTHE WEAVER

Lot 19 and Lot 20

JACK WHITE/

Or

LINDA WHITE

Lot 48

MORI WHITE/

Or

TERI WHITE

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, Lots 55, 56, 57, 58, 59, Lots 65, 66, 67, Lots 71, 73, Lot 76, Lot 88R, Lot 90, Lot 92R, Lots 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, Lots 304, 305, Lots 307, 308, 309, 310, 311, 312, 313, 314, 315, 316

FIRST NATIONAL BANK,
JOANN SAUER