

UNIFIED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS AND MARINA UNIT OWNERSHIP ESTATES
FOR

CANDLEWYCK COVE ESTATES AND CANDLEWYCK MARINA DOCKS

DELAWARE COUNTY, OKLAHOMA

September 3, 2026

RECITALS

A. KINGSTON PROPERTIES, L.L.C., an Oklahoma limited liability company (the “Declarant”), owns or controls the real property and marina interests described in the Exhibits to this Declaration and desires to establish a coordinated legal framework for Candlewyck Cove Estates and Candlewyck Marina Docks.

B. Candlewyck Cove Estates is a private residential lake community in Delaware County, Oklahoma. Residential Lots are established by recorded legal descriptions and conveyances rather than by subdivision plat, unless a governmental authority requires otherwise.

C. Candlewyck Marina Docks consists initially of nineteen (19) separately designated Boat Slip Units and related Common Elements on Grand Lake of the Cherokees, subject at all times to applicable Grand River Dam Authority (“GRDA”) jurisdiction, permits, rules and approvals.

D. This single Declaration governs both the Residential Property and Marina Property through one nonprofit corporation, Candlewyck Cove Estates Homeowners Association, Inc. (the “Association”), while preserving separate ownership interests, membership classes, voting rights where applicable, assessments, accounting, maintenance and operational responsibilities for the residential and marina components. Ownership of a residential Lot does not, by itself, create ownership or use rights in a Boat Slip Unit, and ownership of a Boat Slip Unit does not, by itself, create ownership or use rights in a residential Lot or Residential Common Area.

E. Declarant also reserves the continuing rental-management, hospitality and marina-commercial rights expressly stated in this Declaration.

ARTICLE I - DEFINITIONS, GOVERNING STRUCTURE AND PRIORITY

“Association” means Candlewyck Cove Estates Homeowners Association, Inc., an Oklahoma nonprofit corporation.

“Board” means the Association’s Board of Directors. “Residential Member” means an Owner of a Lot acting in the Residential membership class. “Marina Member” means an Owner of a Boat Slip Unit acting in the Marina membership class.

“Residential Property” means the property described in Exhibit A. “Lot” means a separately conveyed residential parcel made subject to this Declaration by legal description. “Residential Common Area” means property or facilities owned, leased, maintained or administered by the Association for common residential use, including the pool and related improvements, as identified in Exhibit B.

“Marina Property” means the land, easement and dock interests described in Exhibit C. “Boat Dock Structure” means the floating dock, roof, flotation, decking, framing, anchoring, gangways, utilities, walkways and related marina improvements. “Boat Slip Unit” or “Unit” means the separately designated marina interest consisting of the exclusive right to occupy and use a designated boat slip together with its allocated undivided Marina Common Element interest and appurtenant rights. “Marina Common Elements” include the Boat Dock Structure and common portions, systems, access, walkways, utilities, safety facilities and easements serving more than one Unit or common use.

“Owner” means, as context requires, the record owner of a Lot or Boat Slip Unit. “Declarant” means KINGSTON PROPERTIES, L.L.C. “Affiliate” means any entity directly or indirectly controlling, controlled by, or under common ownership or control with Declarant, including without limitation Candlewyck Cove, LLC and H2O Sports Rental, LLC. Except where this Declaration expressly provides otherwise, each right, privilege, protection, easement, business right, commercial right, operational right, access right, indemnity, release, enforcement right and other benefit reserved or granted to Declarant shall also extend to and may be exercised by Declarant’s Affiliates and their respective successors and assigns. Declarant may also assign all or any portion of its expressly reserved rights to a successor or

assignee by written instrument. "Permitted Commercial Operations" means commercial watercraft operations, marina-related operations, accommodation-related boat slip use, management services, hospitality services and related marina or Candlewyck business operations expressly reserved to Declarant, an Affiliate or an assignee. "Governing Documents" means this Declaration, the Association's Articles of Incorporation, Bylaws, lawful Rules and Regulations, and continuing Board policies.

This Declaration controls over inconsistent provisions in subordinate Governing Documents. The Association shall administer both the Residential Property and Marina Property in accordance with this Declaration, while observing the separate membership-class, voting, assessment, accounting, maintenance and other protections applicable to each component.

ARTICLE II - RESIDENTIAL PROPERTY, LOTS, COMMON AREA AND EASEMENTS

The Residential Property is described in Exhibit A. Each Lot is identified by recorded legal description or conveyance. No subdivision plat is required by this Declaration. Residential Common Area is identified in Exhibit B.

Each Lot Owner has a nonexclusive easement to use and enjoy Residential Common Area, subject to the Governing Documents. Existing recorded easements remain effective. The Association has reasonable easements over Lots when necessary for utilities, drainage, maintenance of Association responsibility, enforcement, emergency access and protection of Residential Common Area, with reasonable notice when circumstances permit.

Additional residential property may be subjected to this Declaration only by a recorded submission instrument executed by the property owner and approved as required by the applicable Governing Documents and law.

ARTICLE III - MARINA PROPERTY, BOAT SLIP UNITS, COMMON ELEMENTS AND ACCESS

The Marina Property and associated easement rights shall be described in Exhibit C. The initial nineteen (19) Boat Slip Units shall be shown and individually designated on Exhibit D. Exhibit D shall state or show sufficient identifying information for each Unit, including location and dimensions or approximate area sufficient for proper identification. Exhibit E shall state the percentage or fractional undivided Marina Common Element interest, voting allocation and assessment allocation appurtenant to each Unit.

Each Unit Owner has the exclusive right to occupy and use the Owner's designated Unit and an appurtenant undivided interest in the Marina Common Elements. Such interests may not be severed or partitioned separately from the Unit except as expressly permitted after casualty, condemnation or termination. Limited Common Elements, if any, shall be identified in Exhibit D or E.

Ownership of a Boat Slip Unit is not conditioned upon or limited to ownership of a Lot, residence or other real property within Candlewyck Cove Estates.

Each Unit has the benefit of the nonexclusive roadway, ingress, egress, pedestrian, walkway and utility easements established by the Easement Agreement attached or identified in Exhibit C. Such rights are appurtenant to the Units and pass with title. The Association shall maintain common access areas and Marina Common Elements unless the Easement Agreement assigns responsibility otherwise.

Declarant may relocate a marina easement area only if substantially equivalent access, safety, utility and functionality are maintained and all required GRDA and governmental approvals are obtained.

ARTICLE IV - ASSOCIATION, MEMBERSHIP CLASSES AND VOTING

Ownership of a Lot automatically constitutes membership in the Association as a Residential Member. Residential membership is appurtenant to the Lot, transfers with title and cannot be separately transferred. Each Lot has one Residential vote. Multiple Owners of one Lot collectively exercise that vote and are jointly and severally responsible for obligations allocated to the Lot.

Ownership of a Boat Slip Unit automatically constitutes membership in the Association as a Marina Member. Marina membership is appurtenant to the Boat Slip Unit, transfers with title and cannot be separately transferred. Marina voting power shall be allocated among Boat Slip Units according to Exhibit E. Ownership of a Boat Slip Unit is not conditioned upon or limited to ownership of a Lot, residence or other real property within Candlewyck Cove Estates.

Ownership in one membership class does not create membership or voting rights in the other membership class. A person owning both a Lot and a Boat Slip Unit is a member of both classes and exercises the rights appurtenant to each ownership interest. The Board manages the affairs of the single Association, subject to the separate membership-class, voting, assessment and accounting provisions of this Declaration.

ARTICLE V - ASSESSMENTS, LIENS AND COLLECTION

Each Lot Owner covenants to pay all lawful Association assessments. Annual residential assessments shall fund Residential Common Area maintenance, insurance, utilities, administration, professional services and reasonable reserves and shall be allocated by Lot or by the square footage of the Lot or residence, as established by the Board and applied on a reasonable and consistent basis.

The Association may levy Annual, Special and Individual Assessments. Except for emergencies involving life, safety or Association property, a Special Assessment exceeding twenty-five percent (25%) of the approved annual operating budget requires approval by a majority of votes cast at a duly called meeting where a quorum is present.

Each Residential Lot owned by Declarant shall be assessed at twenty percent (20%) of the regular Residential assessment otherwise applicable to such Lot for so long as the Lot remains owned by Declarant. This reduced assessment shall not terminate upon expiration of the Residential Declarant Control Period and shall continue until the Lot is conveyed by Declarant to an unaffiliated third-party purchaser.

A delinquent residential assessment may be subject to a late charge of One Hundred Dollars (\$100.00), or such other reasonable and lawful late charge as may be adopted by the Board. After Written Notice, interest may accrue on the unpaid balance at the lesser of fifteen percent (15%) per annum or the maximum lawful rate. Authorized sums constitute a continuing lien against the Lot to the fullest extent permitted by law.

Each Boat Slip Unit Owner covenants to pay regular, reserve, special, emergency, deficiency and individual Association assessments lawfully levied. Marina assessments, authorized late charges, interest, collection costs and reasonable attorney fees are personal obligations of the Unit Owner and liens against the Unit to the fullest extent permitted by law.

The Board may levy special, emergency or deficiency assessments for unbudgeted expenses, insurance deductibles, casualty deficiencies, legal compliance, GRDA requirements, repairs or replacements. An emergency assessment exceeding one hundred fifty percent (150%) of the then-current monthly assessment for a Unit requires approval of Owners holding at least seventy-five percent (75%) of votes present in person or by proxy at a meeting where a quorum exists, unless immediate action is required to protect life, safety, property or legal compliance.

Delinquent Marina assessments may be subject to a late charge of One Hundred Dollars (\$100.00), or another lawful amount adopted by rule, and interest at fifteen percent (15%) per annum or the highest lawful rate, whichever is less. During the Declarant Control Period, unsold Units owned by Declarant are assessed at twenty percent (20%) of the regular Marina assessment otherwise applicable unless a higher amount is voluntarily paid or required by law.

ARTICLE VI - MAINTENANCE, RESIDENTIAL COMMON AREA AND SEPTIC SYSTEMS

The Association is responsible for Residential Common Area maintenance assigned to it. Each Lot Owner is responsible for the Lot, residence, improvements, utilities and systems serving the Lot unless responsibility is expressly assigned to the Association.

Septic Systems. The Residential Property is served by a combination of individual and shared on-site sewage treatment systems. An "Individual Septic System" means a septic system serving only one Lot. A "Shared Septic System" means a septic system serving two or more Lots. The Shared Septic Systems existing as of the effective date of this Declaration and the Lots presently served by each are identified on Exhibit H, Shared Septic System Schedule, attached to and incorporated into this Declaration.

Individual Septic Systems. Each Owner whose Lot is served by an Individual Septic System accepts that system in its existing condition and is solely responsible for its inspection, operation, maintenance, repair, replacement, capacity, permitting and regulatory compliance.

Shared Septic Systems. Each Owner whose Lot is served by a Shared Septic System has a nonexclusive, perpetual right to use that system in common with the other Lots served by it. The Owners of the Lots served by each Shared Septic System are collectively responsible for its inspection, operation, maintenance, repair, replacement, capacity, permitting and regulatory compliance. Expenses shall be allocated equally among the Lots then served by that Shared Septic System unless a recorded instrument provides otherwise. The Association may arrange or perform reasonably necessary work and assess the resulting cost only against the Lots served by that Shared Septic System in the applicable shares.

Shared Septic Easements and Access. Perpetual nonexclusive easements are hereby reserved, granted and established over and across the affected Lots, in the locations where existing septic tanks, pumps, collection lines, dispersal fields, laterals and related components are now located and within such additional areas as are reasonably necessary, for the continued installation, operation, use, inspection, maintenance, repair, replacement and lawful relocation of each Shared Septic System. The affected Owners, the Association and their authorized contractors and agents shall have reasonable access for those purposes, upon reasonable notice when practicable and without notice in an emergency. Any person exercising these rights shall use reasonable care to minimize disturbance and shall reasonably restore disturbed surface areas.

Existing Condition; Release and Protection. Each Lot Owner accepts the septic system serving the Lot, whether individual or shared, in its existing condition. No representation or warranty is made by Declarant, Candlewyck Cove, or the Association regarding condition, capacity, permitting status, useful life, location of underground components or future performance. To the fullest extent permitted by law, each Owner releases and agrees to indemnify, defend and hold harmless Declarant, Candlewyck Cove, the Association and their respective owners, officers, directors, agents, successors and assigns from claims, damages, liabilities, costs or expenses arising from or relating to the septic system serving the Owner's Lot, including failure, backup, leakage, contamination, inadequate capacity, repair or replacement, except to the extent caused by the gross negligence or willful misconduct of the party seeking protection. Nothing herein limits any disclosure obligation or liability that cannot lawfully be waived.

System Changes. Repair, replacement, relocation, modification, consolidation or reconfiguration of a Shared Septic System shall not require amendment of this Declaration or Exhibit H so long as adequate lawful septic service and necessary easement and access rights are maintained for the affected Lots. Any installation, modification, repair or replacement remains subject to applicable Oklahoma Department of Environmental Quality requirements and other applicable law.

ARTICLE VII - RESIDENTIAL USE, RENTALS AND PROPERTY STANDARDS

Lots and residences may be used for lawful residential purposes, including nightly, short-term, weekly, monthly, seasonal and vacation rentals. No Association rule may prohibit a rental use expressly permitted by this Declaration. Owners remain responsible for tenant, guest and invitee conduct and compliance with the Governing Documents.

No Lot may be used for unlawful activity or in a manner creating a nuisance, materially interfering with neighboring property, damaging Residential Common Area, or violating applicable law. The Board may adopt reasonable, uniform rules concerning parking, trash, pets, signs, noise, outdoor fires, safety, Residential Common Area use and similar community matters.

Material exterior alterations affecting appearance, drainage, Residential Common Area, structural integrity or shared facilities may be made subject to reasonable architectural review. Each Lot Owner must maintain the Lot and improvements in a reasonably safe and presentable condition.

Residential Construction; No Temporary or Alternative Dwellings. Each Lot is intended for the construction and use of a permanent residential dwelling or residential unit consistent with this Declaration. No Lot may be used for occupancy or lodging in a recreational vehicle (RV), motor home, camper, travel trailer, fifth-wheel trailer, mobile home, manufactured home, tent, temporary structure, shed, outbuilding or similar structure or vehicle, whether temporarily, seasonally or permanently. No such vehicle or structure may be placed or maintained on a vacant Lot for residential, sleeping, camping or lodging purposes. Temporary construction trailers, portable toilets, storage containers and similar facilities reasonably necessary during active construction are permitted only during the construction period and shall be removed promptly upon completion or cessation of construction. The Board may adopt reasonable rules governing their location and duration. A Lot is not required to be immediately improved, but until a permanent residential dwelling or residential unit is constructed, the Lot may not be used as an RV site, campground, mobile-home site or temporary residence.

ARTICLE VIII - MARINA USE, AUTHORIZED USE, ALTERATIONS AND SAFETY

Boat Slip Units are intended for recreational boat or watercraft storage and marina use, except for Permitted Commercial Operations and accommodation-related use expressly allowed herein. Residential occupancy or living aboard, commercial fishing, boat-repair business, marine salvage, fuel sales, engine rebuilding, hazardous-material storage, open flames, fireworks, unlawful or nuisance activity, and any use prohibited by GRDA or law are prohibited.

Boat Slip Rentals. Each Boat Slip Unit Owner may lease or rent the Owner's Boat Slip Unit on a nightly, short-term, weekly, monthly, seasonal, annual, or other lawful basis, whether or not such rental is associated with the rental or use of Residential Property. A renter and the renter's guests shall have the same nonexclusive pedestrian and vehicular access easement rights reasonably necessary to travel through the Resort Property to and from the Marina and Boat Slip Unit; provided, however, rental of a Boat Slip Unit creates no right to park at or upon the Resort Property. The Boat Slip Unit Owner shall be responsible for providing or arranging lawful parking for the renter and the renter's guests at the Owner's Residential Unit. No minimum rental term shall be required. The Association may adopt reasonable rules concerning access, safety, insurance, registration and Marina use, but no rule may prohibit or materially restrict the rental or access rights granted by this Section. Owners remain responsible for the conduct of their renters, guests and invitees and for compliance with the Governing Documents.

No Unit Owner may alter the Boat Dock Structure, Marina Common Elements, utilities, roof, supports, dock boxes, lifts, hoists, cameras, antennas, signage, enclosures or accessories without prior written Board approval and, during the Declarant Control Period, Declarant approval. The Board may adopt reasonable vessel-size, mooring, electrical, safety, pet and environmental rules consistent with GRDA requirements.

ARTICLE IX - DECLARANT CONTROL AND RESERVED BUSINESS RIGHTS

The "Declarant Control Period" for the Marina ends on the earlier of (a) the fifth anniversary of recording of this Declaration, or (b) conveyance by Declarant of ninety percent (90%) of the Boat Slip Units, unless sooner terminated by recorded instrument. During that period Declarant retains the marina governance, development, sales, easement and operational rights expressly reserved herein.

The "Residential Declarant Control Period" ends upon the earlier of (a) the fifth (5th) anniversary of the recording of this Declaration, or (b) the conveyance by Declarant of ninety percent (90%) of the Residential Lots to unaffiliated third-party purchasers, unless Declarant voluntarily terminates such control earlier by recorded instrument. Expiration of the Residential Declarant Control Period shall not terminate or impair any Declarant right expressly provided to survive such period, including Declarant's reserved rental-management and business rights and the reduced assessment applicable to Residential Lots remaining owned by Declarant.

For the Residential Property, Declarant reserves continuing business rights relating to rental management, hospitality services, property management, reservations, booking, advertising, marketing, guest communications, cleaning and maintenance coordination, and related services for Lots whose Owners voluntarily authorize such services. These rights are separate business rights, are not dependent upon Declarant's ownership of any particular Lot, survive sale or transfer of individual Lots unless expressly released by recorded written instrument, and may be sold, assigned, transferred, licensed or otherwise conveyed.

For the Marina, Declarant reserves the exclusive right, assignable in whole or in part by written instrument specifically identifying the rights assigned, to own, operate, manage, advertise and conduct Permitted Commercial Operations upon or adjacent to the Marina Docks and within Units or areas owned or controlled by Declarant or its assignee. Declarant, its assignees, employees, customers, contractors, guests and invitees may use the Marina Common Elements, access routes, walkways, utilities and other common facilities to the extent reasonably necessary for Permitted Commercial Operations, subject to applicable law, GRDA requirements and reasonable safety rules that do not prohibit or materially impair those reserved rights.

Neither the Association nor its Board, architectural body, Rules and Regulations, policies, officers, directors or Members may prohibit, eliminate, condition upon Association approval, unreasonably regulate or materially impair any Declarant right expressly reserved in this Declaration. No amendment, rule, policy, action, failure to act, turnover of Association control, sale of Lots or Boat Slip Units, expiration of the Declarant Control Period, or change in ownership of the Association's property shall terminate or materially impair a reserved Declarant right unless the holder of that right expressly consents in a written instrument identifying the right being released or modified.

Declarant or any Affiliate may own, operate, and, to the extent of rights held by it, sell, assign, transfer, license or otherwise convey all or any portion of its residential rental-management business or reserved rights, including management agreements, reservation systems, trade names, procedures, customer relationships, contracts, intellectual

property and related assets, separately from any real property. Declarant may operate or participate in similar rental, hospitality, marina or property-management businesses inside or outside Candlewyck Cove Estates.

Declarant may exercise reserved rights directly or through one or more Affiliates and may assign residential rental-management rights and Marina commercial rights separately, to one or more Affiliates, successors or assignees, without transferring Declarant's remaining Lots, Boat Slip Units or other real property. An assignee succeeds only to the rights expressly identified in the assignment instrument, and Declarant retains all reserved rights not expressly assigned or released.

Except for a right that applicable law expressly requires to remain appurtenant to ownership of particular real property, Declarant's and its Affiliates' reserved rental-management, hospitality, commercial, operational, easement, access, assignment and enforcement rights are independent business and contractual rights and do not require Declarant to continue owning any particular Lot or Boat Slip Unit.

ARTICLE X - INSURANCE, LIABILITY, CASUALTY AND RECONSTRUCTION

The Association shall maintain commercial general liability insurance for the pool and Residential Common Area in amounts the Board reasonably determines appropriate. The cost is a Residential Expense unless coverage also materially benefits the Marina. Each Lot Owner is responsible for insurance covering the Owner's Lot, residence, personal property and activities, including insurance appropriate to rental use.

Each Lot Owner is responsible, to the fullest extent permitted by law, for loss, property damage, bodily injury, claims or liability caused by or arising from the Owner or the Owner's tenants, occupants, guests, invitees, contractors or rental activities. To the fullest extent permitted by law, the Owner shall indemnify, defend and hold harmless Declarant, the Association and their respective owners, managers, officers, directors, agents, employees, successors and assigns from claims, damages, liabilities, costs and expenses arising from such persons or activities, except to the extent caused by the indemnitee's own nonwaivable liability.

The Association shall maintain commercial general liability insurance covering Marina Common Elements and Association operations in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence or such higher amount as the Board determines prudent, together with property and hazard insurance on the Boat Dock Structure and Marina Common Elements against risks the Board reasonably determines prudent, subject to availability and insurability.

Each Unit Owner shall maintain insurance covering the Owner's vessel, personal property, liability, fuel-spill liability, wreck removal and other coverage reasonably required by Board rule.

Damage to or destruction of the Boat Dock Structure or Marina Common Elements shall be repaired or reconstructed using available insurance proceeds and lawful deficiency assessments unless Marina Owners holding at least seventy-five percent (75%) of total Marina voting power elect in writing not to rebuild.

ARTICLE XI - ASSOCIATION POWERS, ENFORCEMENT AND DUE PROCESS

The Association may manage, maintain, repair and operate the property assigned to it; adopt budgets and reasonable rules; contract for services; maintain records; collect assessments; and enforce this Declaration and its separate Governing Documents.

Before imposing a fine, suspending a privilege or taking nonemergency self-help action against a residential Owner, the Association shall provide written notice describing the violation and a reasonable opportunity to cure and, when disputed or when a fine or suspension is proposed, a reasonable opportunity to request a hearing.

The Association, Declarant, any Affiliate exercising a Declarant right, the holder of an assigned Declarant right, and any affected Owner may enforce this Declaration at law or in equity to the extent of their respective rights. Declarant's and an Affiliate's standing to enforce an applicable reserved right survives turnover of the Association and, unless the particular right expressly expires by its terms, is not limited to the Declarant Control Period. The Association and authorized agents have reasonable access to Units and Limited Common Elements for inspection, maintenance, repair, emergency response, utility and insurance work and enforcement, upon reasonable notice except in emergencies.

In an enforcement action, the prevailing party may recover reasonable attorney fees, costs and litigation expenses to the extent permitted by Oklahoma law. Failure to enforce on one occasion is not a waiver.

ARTICLE XII - GRDA, MARINA PERMITS, CONDEMNATION AND TERMINATION

All Marina ownership, use and operational rights are subject to current GRDA permits, approvals, rules and permit conditions. Commercial or Association dock operation, modification, relocation or other regulated activity must obtain required GRDA and, when applicable, FERC approval.

If a material Marina permit, license or authorization is terminated, revoked, materially restricted or not renewed, the Board shall determine whether restoration, relocation, modification, settlement or termination is reasonably practical. If all or part of the Marina Property is condemned, compensation shall be administered for affected Owners, mortgagees and lienholders, with restoration undertaken when reasonably practical unless Marina Owners holding at least seventy-five percent (75%) of total Marina voting power determine not to restore.

ARTICLE XIII - MORTGAGEE PROTECTION AND TRANSFERS

Nothing in this Declaration impairs the valid lien of a recorded first mortgage or first deed of trust on a Lot or Boat Slip Unit. Foreclosure or deed in lieu does not terminate this Declaration; a purchaser thereafter takes title subject to it.

Upon each transfer of title to a Lot or Boat Slip Unit, the transferee shall pay to the Association a transfer fee of Two Hundred Dollars (\$200.00), which may be collected at closing or otherwise upon transfer. The fee applies separately to each Lot or Boat Slip Unit transferred and is intended to defray the Association's administrative, recordkeeping and ownership-transfer costs.

ARTICLE XIV - AMENDMENTS, ADDITIONAL RESIDENTIAL PROPERTY AND GENERAL PROVISIONS

An amendment affecting only Residential Property may be proposed by the Board or by Residential Members holding at least twenty percent (20%) of Residential votes and, unless a greater vote is required by this Declaration or law, requires affirmative approval of Residential Members holding at least sixty-seven percent (67%) of total Residential votes. Notwithstanding any other provision of this Declaration, any amendment that prohibits or materially restricts nightly, short-term, vacation, or other rental use of Residential Property requires the affirmative approval of Residential Members holding at least ninety percent (90%) of the total Residential voting power. No such amendment may eliminate, restrict or materially impair an expressly reserved Declarant right without the prior written consent of the holder of that right.

An amendment affecting only Marina Property or Boat Slip Units requires affirmative vote or written consent of Marina Owners holding more than fifty percent (50%) of total Marina voting power, except where this Declaration or mandatory law requires a greater vote or affected-Owner consent. No Marina amendment may materially alter Unit boundaries, reallocate Marina Common Element interests, materially increase an Owner's maintenance responsibility, materially impair an appurtenant easement, divert hazard-insurance proceeds contrary to the Marina casualty provisions, or eliminate, restrict or materially impair Declarant's reserved commercial, operational, access, easement, sales or assignment rights without the prior written consent of the holder of the affected right.

An amendment materially affecting both the Residential Property and Marina Property requires the approval otherwise required from both the Residential membership class and the Marina membership class. Neither class acting alone may amend provisions governing the other class's property, membership, assessments, rights or obligations, and no amendment may eliminate, restrict or materially impair an expressly reserved Declarant right without the prior written consent of the holder of that right.

Additional property may be subjected to this Declaration by recorded submission instrument executed by the property owner and approved as required by the Governing Documents and applicable law. Any submission instrument shall identify whether the additional property is Residential Property, Marina Property, or both, and shall specify the applicable ownership interests, membership class, voting rights, assessment allocations, easements and other rights and obligations.

Administration through one Association does not merge the separate Residential and Marina ownership interests, membership classes, voting allocations, assessment obligations, budgets, accounting, insurance responsibilities or Common Areas. Residential Members are not liable for Marina Expenses solely by reason of Residential membership, and Marina Members are not liable for Residential Expenses solely by reason of Marina membership. No Owner acquires rights in property assigned solely to the other membership class merely by membership in the Association.

Oklahoma law governs. Invalid provisions shall be severed or construed to the minimum extent necessary to preserve lawful intent. Notices may be delivered personally, by United States Mail, recognized overnight delivery, or electronic

transmission where authorized. This Declaration binds and benefits present and future Owners, the Association, Declarant and their respective successors and assigns.

ARTICLE XV - SERVICE OF PROCESS AND NOTICES

The initial person designated to receive service of process in actions against the Association shall be the following person, whose residence or place of business must be located in Delaware County, Oklahoma:

Name: Jeffrey T. Pelcher

Delaware County Address: 45 Circle Drive, Afton, Oklahoma 74331

EXECUTION

IN WITNESS WHEREOF, KINGSTON PROPERTIES, L.L.C., as Property Owner/Declarant, executes this Unified Declaration for the purpose of subjecting the Residential Property and Marina Property described in the Exhibits to its terms, and the Association acknowledges and accepts the rights and obligations assigned to it, effective upon recording in the office of the County Clerk of Delaware County, Oklahoma.

DECLARANT:

KINGSTON PROPERTIES, L.L.C., an Oklahoma limited liability company

By: _____

Name: Jeffrey T. Pelcher

Title: Manager

Date: _____

CANDLEWYCK COVE ESTATES HOMEOWNERS ASSOCIATION, INC., an Oklahoma nonprofit corporation

By: _____

Name: Jeffrey T. Pelcher

Title: President

Date: _____

ATTEST: _____ Secretary

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)

) ss.

COUNTY OF DELAWARE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Jeffrey T. Pelcher, as Manager of KINGSTON PROPERTIES, L.L.C., an Oklahoma limited liability company, on behalf of the company and as Property Owner/Declarant.

My Commission Expires: _____ Commission No.: _____

Notary Public

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, as President of Candlewyck Cove Estates Homeowners Association, Inc., an Oklahoma nonprofit corporation, on behalf of the corporation.

My Commission Expires: _____ Commission No.: _____

Notary Public

EXHIBITS

EXHIBIT A - RESIDENTIAL PROPERTY SUBJECT TO DECLARATION

TO BE COMPLETED BEFORE RECORDING: Insert the complete legal description of all Residential Property subjected to this Declaration exactly as verified against current Delaware County land records.

EXHIBIT B - RESIDENTIAL COMMON AREA

TO BE COMPLETED BEFORE RECORDING: Insert or identify the legal description and/or recorded instrument references for all Residential Common Area owned, leased or maintained by the Association, including the pool and related common facilities as applicable.

EXHIBIT C - MARINA EASEMENT AGREEMENT AND LEGAL DESCRIPTION

TO BE COMPLETED BEFORE RECORDING: Attach the final Easement Agreement and complete legal description of the land/easement property associated with Candlewyck Marina Docks, including recorded instrument references.

EXHIBIT D - MARINA DOCK PLAN AND UNIT DESIGNATIONS

TO BE COMPLETED BEFORE RECORDING: Attach the final dock plan identifying each of the initial nineteen (19) Boat Slip Units by Unit Designation and sufficient location/dimensional information for proper identification, together with all General and Limited Common Elements.

EXHIBIT E - MARINA COMMON ELEMENT, VOTING AND ASSESSMENT ALLOCATION

TO BE COMPLETED BEFORE RECORDING: Insert the final schedule for all nineteen (19) Units showing each Unit Designation, percentage or fractional Marina Common Element interest, voting allocation, and assessment allocation if different from the Common Element percentage.

EXHIBIT F - ESTATES MODEL LOT DESIGNATION LANGUAGE

“The real property described herein is hereby designated as a Lot within Candlewyck Cove Estates and is made subject to the Unified Declaration of Covenants, Conditions, Restrictions, Easements and Marina Unit Ownership Estates for Candlewyck Cove Estates and Candlewyck Marina Docks, recorded in the land records of Delaware County, Oklahoma, together with all amendments thereto.”

EXHIBIT G - ASSOCIATION BYLAWS

Attach the final Bylaws of Candlewyck Cove Estates Homeowners Association, Inc., including provisions for the Residential and Marina membership classes, or identify the separate recorded or adopted instrument if the Bylaws are not physically attached.

EXHIBIT H - SHARED SEPTIC SYSTEM SCHEDULE

This Exhibit is attached to and incorporated into the Unified Declaration of Covenants, Conditions, Restrictions, Easements and Marina Unit Ownership Estates for Candlewyck Cove Estates and Candlewyck Marina Docks. The following identifies the Lots presently served by each Shared Septic System as of the effective date of the Declaration:

Shared Septic System A: Lots 1, 2, 3, 4, 5, 6 and 7. Expense allocation: one-seventh ($1/7$) to each Lot, subject to Article VI.

Shared Septic System B: Lots 9 and 10. Expense allocation: one-half ($1/2$) to each Lot, subject to Article VI.

Shared Septic System C: Lots 13 and 14. Expense allocation: one-half ($1/2$) to each Lot, subject to Article VI.

Shared Septic System D: Lots 15 and 16. Expense allocation: one-half ($1/2$) to each Lot, subject to Article VI.

Lots not identified above as being served by a Shared Septic System are presumed for purposes of this Declaration to be served by an Individual Septic System unless the actual system configuration or a later recorded instrument establishes otherwise.

This Exhibit identifies the current service relationships and expense allocations. It does not fix the precise physical location of underground components or prevent lawful repair, replacement, relocation, modification, consolidation or reconfiguration as permitted by Article VI.