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County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

**DECLARATION
OF COVENANTS AND RESTRICTIONS
OF THE GROVE ADDITION**

THIS DECLARATION, made on the date hereinafter set forth, by **CALIBER DEVELOPMENT COMPANY LLC**, a Delaware limited liability company (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property platted as The Grove Phase I, an addition to Oklahoma County, State of Oklahoma, which plat is recorded in Book 63 Plats, at Page 42 of the Oklahoma County records and is a portion of The Grove Addition f/k/a Meadowmont as shown on that certain Planned Unit Development Number 1111 approved on November 1, 2005, by the City of Oklahoma City, Oklahoma County, Oklahoma, and does by this Declaration create a real estate development pursuant to 60 O.S. §§ 851 to 855; and

WHEREAS, Declarant further certifies that it has caused said property designated aforesaid, to be surveyed into blocks, lots, streets and avenues, and has caused a plat to be made of said real property showing accurate dimensions of lots, set back lines, rights of way, widths of streets and reserves for utilities. Declarant hereby designates said real property so platted as all of The Grove Addition, Oklahoma County, Oklahoma, and hereby dedicates to public use all the streets and avenues within such subdivisions, and reserves easements for maintenance, installation and maintenance of utilities, and for drainage, within such subdivision, as shown on the recorded plat thereof; and

WHEREAS, Declarant desires to create a residential community with permanent open spaces, and other common facilities, and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in such community and for the maintenance and improvement of said parks, playgrounds, open spaces and other common facilities now existing or hereafter erected thereon; and, desires to subject the property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of such property and each Owner thereof; and

WHEREAS, Declarant has deemed it desirable, for foregoing purposes, to incorporate under the laws of the State of Oklahoma, as a non-profit corporation, The Grove Master Homeowners Association, Inc. for the purpose of exercising the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessment and charges hereinafter created;

NOW THEREFORE, Declarant hereby declares that all of the real property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, rights, powers and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described real property or any part thereof, their heirs,

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successors, and assigns, and shall inure to the benefit of each Owner thereof and such Owner's heirs, devisees, personal representatives, trustees, successors and assigns.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration or any Supplemental Declaration (unless the context shall so prohibit), shall have the following meanings:

Section 1.01 "Design Review Committee" shall mean the committee created pursuant to Article VIII hereof.

Section 1.02 "Architectural and Design Rules" shall mean the rules adopted by the Design Review Committee, as the same may be amended, restated or otherwise modified from time to time.

Section 1.03 "Certificate of Incorporation" shall mean the Certificate of Incorporation of The Grove Master Homeowners Association, Inc., filed in the Office of the Secretary of State of the State of Oklahoma, as the same may be amended, restated or otherwise modified from time to time.

Section 1.04 "Association" shall mean The Grove Master Homeowners Association, Inc., an Oklahoma non-Profit corporation, its successors and assigns.

Section 1.05 "Association Rules" shall mean the rules adopted by the Association, as the same may be amended, restated or otherwise modified from time to time.

Section 1.06 "Board" shall mean the Board of Directors of the Association.

Section 1.07 "The Grove" shall mean all real property which is subject to the Declaration, more particularly described on the attached Exhibit "A", and any subsequent amendments thereto, and any subsequent annexations of property into the Grove.

Section 1.08 "By-Laws" shall mean the By-Laws of the Association, as the same may be amended, restated or otherwise modified from time to time.

Section 1.09 "Common Area" or "Common Elements" shall mean that area designated on the Subdivision Plat as "Common Area" and street easements concerning the Property.

Section 1.10 "Declarant" shall mean CALIBER DEVELOPMENT COMPANY LLC, a Delaware Limited Liability Company, its successors and/or assigns.

Section 1.11 "Declaration" shall mean this Declaration of Covenants and Restrictions of The Grove and the covenants, conditions, and restrictions set forth in this entire document, as the

same may from time to time be amended, restated or otherwise modified from time to time, relating to all or part of The Grove.

Section 1.12 "Improvement" shall mean any improvements, including but not limited to, structures, roads, driveways, bridge crossings, parking areas, fences, walls, mailboxes, hedges, plantings, trees and shrubs, and all other structures or landscaping improvements of every type and kind.

Section 1.13 "Lot" shall mean any one of the parcels of real property designated as a Lot on the recorded Subdivision Plat within The Grove, and shall not include the Common Area. The ownership of each Lot shall include with it and have appurtenant a non-exclusive easement for the use and enjoyment of the Common Area. A Lot shall be deemed "Improved" when a Single Family Residence or other substantial improvement has been completely constructed thereon. All other Lots shall be deemed "Unimproved" Lots. Pursuant to Article X of this Declaration, subsequently annexed Lots shall be treated in all respects as Lots under this Declaration. For purposes of the Architectural and Design Rules and restrictions applicable to each Lot and for any other purpose, Lots may be further designated into subcategories such as "Bloom's Terrace Lots", "Farmington Lots", "Lakeside Lots" and "Old Stone Lots".

a. The Bloom's Terrace Lots are designated as:

Lots One (1) through Fifty-six (56), inclusive, in Block One (1) of the plat of The Grove; and

Lots One (1) through Twenty (20), inclusive, in Block Two (2) of the plat of The Grove; and

Lots One (1) through Twenty (20), inclusive, in Block Three (3) of the plat of The Grove; and

Lots One (1) through Twelve (12), inclusive, in Block Four (4) of the plat of The Grove; and

Lots One (1) through Eight (8), inclusive, in Block Five (5) of the plat of The Grove; and

Lots One (1) through Two (2), inclusive, in Block Six (6) of the plat of The Grove.

b. The Farmington Lots are designated as: None designated at this time.

c. The Lakeside Lots are designated as: None designated at this time.

d. The Old Stone Lots are designated as: None designated at this time.

Section 1.14 "Owner(s)" shall mean the record owner (including, but not limited to, the Declarant), whether one or more persons, trusts or entities, of legal title to any Lot. The foregoing does not include persons or entities that hold an interest in any Lot and the appurtenant Commons merely as security for the performance of an obligation. Owner shall not include a lessee or tenant of a Residence. Each Owner shall be a member of the Association.

Section 1.15 "Owner Guests" shall collectively mean any family member (whether by blood, adoption or otherwise), guest, tenant, invitee, licensee or agent of an Owner.

Section 1.16 "Property" shall mean that certain real property which is the subject of the Subdivision Plat.

Section 1.17 "Project" shall mean and refer to the entire property, including all structures and improvements erected or to be erected thereon.

Section 1.18 "Purchaser" shall mean any person, trust or other legal entity, other than Declarant, who becomes an Owner within The Grove.

Section 1.19 "Residence" shall mean a building, house or unit used as a residence for a Single Family.

Section 1.20 "Residential Use" shall mean the occupation or use of a Residence in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county, or municipal rules and regulations.

Section 1.21 "Single Family" shall mean one or more persons each related to the other by blood, marriage, or legal adoption or a group of not more than three persons not all so related, together with their domestic servants, who maintain a common household in a Residence.

Section 1.22 "Subdivision Plat" shall mean the plat of The Grove Addition Phase I recorded in Book 65 Plats, Page 42 of the Oklahoma County records (and as may be amended from time to time), together with any other plats or real property as may from time to time be annexed thereto.

Section 1.23 "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of The Grove (including any adjacent or nearby Lot or common area) or on any public rights of way adjacent thereto, but is not applicable to objects approved in writing by the Design Review Committee and continuously maintained, landscaped and screened in accordance with the requirements of the Design Review Committee.

Section 1.24 "Voting Power" or "Total Voting Power" of the Association shall mean the total number of votes available to be cast by the Owners of the Lots (including the Declarant), as specifically set forth in Article VI of the Declaration. The vote or written assent of a "majority of the voting power of the Association" shall mean the vote or written assent of Owners whose Lots constitute at least a majority of the total voting power of the Association. The vote or written assent of "two-thirds (2/3) of the voting power of the Association" shall mean the vote or written assent of Owners whose Lots constitute at least two-thirds of the total voting power of the Association.

ARTICLE II
DECLARATION

Section 2.01 General Declaration Creating The Grove. Declarant shall develop The Grove by subdivision(s) into various residential Lots and Common Areas. Declarant intends to sell and convey Lots so developed to Purchasers subject to this Declaration. Declarant hereby declares that all of the real property within The Grove is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration, as amended or modified from time to time. This Declaration is declared and agreed to be in furtherance of a general plan for the subdivision, improvement, and sale of said real property and is established for the purpose of enhancing and perfecting the value, desirability and attractiveness of said real property and every part thereof. All of this Declaration shall run with all of said real property for all purposes and shall be binding upon and inure to the benefit of Declarant, the Association, all Owners, and their successors in interest.

Section 2.02 Conveyance to Association. Declarant shall convey to The Grove Master Homeowners Association, Inc. all of the common areas in The Grove as shown by the recorded plat thereof, less and except all oil, gas and other minerals, and subject to this Declaration, easements, restrictions, rights of way and zoning ordinances of record, and free and clear of all mortgages and liens.

ARTICLE III
PROPERTY RIGHTS

Section 3.01 Owners' Easements of Enjoyment. Every Owner has the right and easement of enjoyment in and to the entire Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to control and limit the use of the Common Area as provided in this Declaration, the Certificate, the By-Laws, the Design Review Committee, and the Association Rules. Pursuant to Article X of this Declaration, additional Lots may be annexed. Upon annexation, every Owner of an annexed Lot shall have a non-exclusive easement right to the Common Area provided for by this Declaration. An Owner subject to the By-Laws and Association Rules, may delegate his right of enjoyment of the Common Area to any Owner Guest. The controls and limitations shall include, but not necessarily be limited to, the following:

- a. The right of the Association to suspend the Owner's voting rights and right of the Owner and any Owner Guest to use the Common Area and the facilities situated upon the Common Area for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of this Declaration, the Certificate, the By-Laws, the Architectural and Design Rules, or the Association Rules by an Owner or any Owner Guest;

- b. The right of the Association by instrument executed by the President (or any Vice President) and attested to by the Secretary (or any Assistant Secretary) of the Association to dedicate, transfer or grant an easement or right of way to all or any part of the Common Area to any public or quasi-public agency, authority, or utility for such purposes and subject to such conditions as may be authorized by the Board. No such dedication or transfer shall be effective unless an instrument has first been executed by the President (or any Vice President) and Secretary (or any Assistant Secretary) of the Association, certifying that a majority of the Board has agreed to such dedication or transfer, and filed of record. Such certificate shall be deemed conclusive as to the fact that a majority of the Board has authorized such dedication, transfer, or grant, as well as to the purposes and conditions thereof.

Section 3.02 No Right to Split Lots, etc. A Lot and the easement of use and enjoyment in the Common Area appurtenant thereto shall not be separated or divided one from the other by any means; nor shall any Lot be physically split or subdivided into two or more parcels by any means, unless a Lot is split and added to adjoining property resulting in no new additional building plot. For the purpose of the preceding sentence, "any means" includes but is not limited to deeds, mortgages or liens, mortgage or lien foreclosures, partition suits or any other means whatsoever.

Section 3.03 Maintenance by Association. The Association may, at any time, as to any part of the Common Area:

- a. **Repair.** Repair, maintain, reconstruct, replace, remove, refinish or complete any Improvement or portion thereof upon any such area in accordance with the last plans thereof approved by the Design Review Committee, the original plans for the Improvement, or, if neither of the foregoing is applicable and if such Improvement was in existence prior to this Declaration, then in accordance with the original design, finish, or standard of construction of such Improvement as same existed;
- b. **Roads, etc.** Construct, reconstruct, repair, replace, maintain, resurface or refinish any road improvement or surface upon any portion of the Common Area, whether used as a road, street, walk, driveway, parking area, or drainage area;
- c. **Maintenance.** Maintain, remove, replace or treat injured and diseased trees or other vegetation in any such area, and plant trees, shrubs, and groundcover to the extent that the Association deems desirable for the conservation of water and soil or for aesthetic purposes;
- d. **Signs.** Place and maintain upon any such area such signs as the Association may deem appropriate for the proper identification, use and regulation thereof; and
- e. **Other.** Do any and all such other and further acts which the Association deems necessary to maintain, preserve and protect the Common Area and the beauty thereof, in accordance with the general purposes specified in this Declaration.

The Association shall be the sole judge as to the appropriate maintenance, preservation and protection of all grounds within the Common Area, including the property within the street easements as described in Section 1.09.

Section 3.04 Damage or Destruction of the Common Area by Owners. In the event any part of the Common Area is damaged or destroyed by an Owner or any of an Owner's Guests, such Owner does hereby authorize the Association to repair said damaged area, and the Association shall so repair said damaged area in a good and workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. The amount necessary for such repairs shall be paid by such Owner, upon demand, to the Association, and the Association may enforce collection of same in the same manner as provided elsewhere in this Declaration for collection and enforcement of assessments.

Section 3.05 Use by Motor Vehicles. No motor or motorized vehicle of any type or description, other than vehicles used in maintenance of the Common Area, shall be allowed on any unpaved portion of the Common Area, unless specifically authorized by the Board.

Section 3.06 Regulation. The Association shall have the exclusive right to make, promulgate, supplement, amend, change, or revoke the Association Rules pertaining to the use and operation of the Common Area and all other property within The Grove. All Owners shall abide by the Association Rules and shall be responsible for all acts of the Owners' Guests.

Section 3.07 Uniform Maintenance. Declarant, and each Owner of any Lot in The Grove, and the Association, hereby covenants each with the other that any maintenance provided by the Association for the Common Area, and the Improvements located thereon, shall be in a substantially uniform manner and to uniform standards consistent with the intent of this Declaration. Such maintenance shall be performed by the Association.

Section 3.08 Improvements. No Improvements shall be placed or constructed upon or added to the Common Area except with the prior written approval of the Design Review Committee and the Board, except as otherwise specifically provided herein.

Section 3.09 Existing Improvements. The maintenance of the Improvements in the Common Area shall be the responsibility of and at the expense of the Association. Notwithstanding anything herein contained to the contrary or any possible implications of the Subdivision Plat, site plan or any other document, the Declarant is not under any obligation whatsoever to make any improvements or provide utilities or other facilities beyond those which exist in The Grove as of the date a Purchaser acquires his Lot. Declarant makes no warranties (implied or otherwise) regarding any Improvements in The Grove, but assigns to the Association all warranties (if any) made by third parties with respect to Improvements.

Section 3.10 Additional Improvements. Though Declarant has no obligation for additional Improvements, Declarant or any other party may, with the consent of the Board and the prior written approval of the Design Review Committee, build or construct Improvements which shall become part of The Grove and be for the benefit of all Owners.

Section 3.11 Maintenance Obligation of the Association, and Owner Easements for a Rear Retaining Wall for Certain Lots in Block 1 of The Grove Addition. The Declarant and/or Association shall have a perpetual easement through, under, above and across Lots 1 through 8 of Block 1 of The Grove for purposes of constructing and maintaining a retaining wall at or near the rear property line of any or all of Lots 1 through 8 of Block 1 of The Grove ("Retaining Wall Lots"). The Association and/or Declarant shall have the right, but not the obligation, to construct a retaining wall at or near the rear property line of any Retaining Wall Lot. The Owners of each of the Retaining Wall Lots hereby grant a perpetual easement to run with the land in favor of the Declarant and/or the Association for the purpose of constructing, repairing, replacing or maintaining any retaining wall constructed on their respective Lots that is constructed at or near the rear of any Retaining Wall Lot. To the extent such a retaining wall is constructed, the Association shall maintain and/or repair the retaining wall at the Association's expense and the Owners of the Retaining Wall Lots shall, at all times, treat said retaining wall in the same manner as if the retaining wall was a Common Area or Common Element improvement under this Declaration. This Section shall not be construed as creating any obligation of any kind on the part of the Declarant to construct any Improvement of any kind.

ARTICLE IV

CLASSIFICATION, USES, AND RESTRICTIONS

Section 4.01 Permitted Uses and Restrictions. Unless otherwise restricted by the Architectural and Design Rules, the permitted uses, easements, and restrictions for Lots (excluding the Common Area) within The Grove covered by this Declaration shall be as follows:

- a. Single Family Residential Use. All of the Lots shall be used, improved, and devoted exclusively to Residential Use and recreational facilities incidental thereto. No gainful occupation, profession, trade, or other non-residential use shall be conducted on such Lots. Provided however, an Owner may conduct business within a structure if such business or occupation is not open to the public, is wholly contained within the structure, there are no employees other than the Owner working on the premises and such business or occupation does not become a nuisance to the neighborhood. No structure other than one Residence together with a private garage for not more than four cars, and such other structures as are contemplated herein shall be erected, placed, or permitted to remain on any Lot.
- b. Maintenance of Lawns and Plantings. Each Owner of a Lot shall, at the Owner's expense, keep all shrubs, trees, grass, groundcover and plantings of every kind on his Lot properly mowed and maintained, and free of washes, deadwood, weeds, green-briar, and other unsightly material. The Design Review Committee shall have the power to interpret and enforce the requirements of this Section as it applies to any particular area, Lot or group of Lots in The Grove with the objective of maintaining the overall uniform appearance of The Grove. In the event an Owner fails to perform such maintenance as provided above, Declarant

or the Association, or its authorized agents, shall have the right at any reasonable time to perform such maintenance (and to enter upon a Lot, if necessarily incidental to performing such maintenance), and the cost thereof shall be assessed to the Owner of the Lot under Article VII of this Declaration.

- c. Trees and Shrubs on Common Area. No Owner shall remove, alter, injure, or interfere in any way with any shrubs, trees or plantings upon the Common Area without the prior written consent of the Design Review Committee having first been obtained.
- d. Maintenance by Declarant or the Association. Declarant or the Association or their designated agent shall have the right, at any time, to plant, replace, remove, maintain and cultivate shrubs, trees, grass and plantings on any property within The Grove and on such easements over an Owner's Lot as may have been granted to Declarant or the Association, regardless of whether any Owner, or the Association is responsible hereunder for maintenance of such area. Declaration or the Association or its authorized agents shall have the right to enter upon any property (including, but not limited to, upon any Lot), at any reasonable time, for the purpose of maintaining Improvements, maintaining Common Area, maintaining any retaining wall, planting, replacing, removing, maintaining or cultivating such shrubs, trees, grass or plantings, and shall not be liable for trespass for so doing.
- e. Animals. No livestock shall be maintained on any Lot. No other animals, including but not limited to birds, fowl, poultry, fish or reptiles, shall be maintained on any Lot, other than a reasonable number of generally recognized house or yard pets, and then only if they are kept, bred, or raised thereon solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, to run loose, or to become a nuisance. No structure for the care, housing, exercise or confinement of any animal shall be maintained on any Lot without such structure being expressly authorized by the Design Review Committee's Rules or without first obtaining the prior written consent of the Design Review Committee. Upon the written request of any Owner, the Association may conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular animal is a generally recognized house or yard pet, or a nuisance or whether the number of animals on any such property is reasonable; provided however, that chickens, ducks, geese, horses, mules, donkeys, cattle, pigs, goats and sheep shall not be considered as house or yard pets hereunder. Any decision rendered by the Association shall be enforceable as other restrictions contained herein.
- f. Lot Subdivision, Easements and Tenants. No Lot within The Grove shall be further subdivided or separated into smaller Lots or parcels by any Owner. No easement or other such partial interest in a Lot shall be conveyed or transferred by any Owner without the prior written approval of the Association. No portion of a Lot but for the entire Lot, together with the Improvements thereon, may be rented, and then only to a Single Family.

- g. Grading and Excavation. No Improvement shall be constructed or maintained upon any Lot which would in any way impede natural drainage. No grading, scraping, excavation or other rearranging or puncturing of the surface of any Lot shall be commenced which will or may tend to interfere with, encroach upon or alter, disturb or damage any surface or subsurface utility line, pipe, wire or easement, or which will or may tend to disturb the minimum or maximum subsurface depth easement. Any such interference, encroachment, alternation, disturbance or damage due to the negligence of an Owner or his agents, contractors, or representatives will be the responsibility of such Owner, and the Owner of the line, pipe, wire, or easement, or the Association, may affect all necessary repairs and charge the cost of same to such Owner.
- h. Repair of Buildings. No building or structure upon any property within The Grove shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.
- i. Nuisances. No rubbish, junk, materials, or debris of any kind, an excessive number of motor vehicles or motor vehicles on blocks or similar devices shall be placed or permitted to accumulate upon or near any Lot or any driveway on or street adjacent to any Lot, and no odors shall be permitted to arise therefrom, so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or operate upon any such Lot so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior horns, whistles, bells, or other such devices, except security devices used exclusively for security purposes, shall be located, used, or placed on any of said Lots. The Board in its sole discretion shall have the right to determine the existence of any such nuisance, rubbish, junk, materials, debris, or excessive number of motor vehicles, based upon the standard rules, categories, and definitions adopted by the Association.
- j. Mineral Exploration. No property within The Grove shall be used by the Association or any Owner of a Lot in any manner to explore for or to remove any oil or other hydrocarbons, minerals of any kind, gravel, or substantial amounts of earth or any earth substance of any kind for commercial purposes.
- k. Vehicles, Machinery and Equipment. No vehicles, machinery or equipment of any kind shall be operated upon or adjacent to any Lot within The Grove, except such vehicles, machinery or equipment as is customary in connection with the use, maintenance, or construction of a Residence, appurtenant structures, or other Improvements. No vehicles, machinery or equipment of any kind shall be parked, placed, maintained, constructed, reconstructed, or repaired upon any of said Lots within The Grove in such a manner as will be Visible From Neighboring Property; provided, however, that the provisions of this Section shall not apply to vehicle, machinery and equipment which are actually in temporary use in

conjunction with the maintenance or construction of a Residence, appurtenant structures, or other Improvements.

- l. Clothes Drying Facilities. Outside clotheslines or other outside facilities for drying or airing clothes will not be erected, placed, or maintained on any Lot within The Grove.
- m. Diseases and Insects. No Owner shall permit anything or condition to exist upon any Lot with The Grove which shall induce, breed, or harbor infectious plants, diseases or noxious insects.
- n. Access. During reasonable hours, Declarant, any member of the Design Review Committee, any member of the Board, or any authorized representative of any of them, shall have the right to come upon and inspect any Lot within The Grove and the Improvements thereon (except for the interior portions of any Residence), for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.
- o. Signs. No signs whatsoever (including, but not limited to, commercial, political, and similar signs) shall be erected or maintained on any Lot within The Grove except:
 1. Signs as may be required by legal proceedings;
 2. During the time of construction of any building or other Improvement, one job identification sign not larger than 18 by 24 inches in height and width and having a face area not larger than three square feet;
 3. Signs used or installed by Declarant or the Association;
 4. Signs, the nature, number, and location of which have been approved in advance and in writing by the Design Review Committee;
 5. Signs which are expressly permitted by the Architectural and Design Rules of the Design Review Committee;
 6. Unless otherwise provided for in the Design Committee Rules or by written approval of the Design Review Committee, all signs must be set back a minimum of ten (10) feet from the edge of the street.
- p. Temporary Structures. No trailer, mobile home, basement of any incomplete building, tent, or garage, and no temporary buildings or temporary structure of any kind shall be used at any time for a temporary or permanent Residence on any Lot within The Grove, except that tents in rear yards that are used for occasional overnight sleeping and are left standing for no more than 72 hours are not prohibited. Temporary buildings or structures used during the construction of a dwelling on any Lot shall be approved in advance by the Design Review

Committee in writing, and shall be removed after the substantial completion of construction.

- q. Vehicles and Equipment. No truck, boat, motor home, recreational vehicle, camper, trailer, or any other vehicle specified in writing by the Association shall be parked, kept, stored, placed or maintained upon any Lot within The Grove unless they are totally contained in a garage. No vehicle or equipment of any kind shall be constructed, reconstructed or repaired upon any Common Area or upon any Lot within The Grove in such a manner as will be Visible From Neighboring Property. No commercial vehicles or equipment shall be parked in any driveway, street or Common Area within The Grove. All commercial vehicles and equipment must be totally contained in a garage. The provisions of this Section shall not apply to emergency vehicle repairs or vehicles and equipment used to construct a Residence or Common Area improvements.
- r. Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot within The Grove except in covered containers of a type, size, and style and placed in such structure and location which may be prescribed by the Design Review Committee. No portable storage containers in excess of eight (8) feet by five (5) feet shall be parked, kept, stored, placed or maintained upon any Lot within The Grove unless they are totally contained in a garage; provided however, builders may use trash containers on Lots during construction at a location which is convenient to the builder but not offensive to neighboring property. In no event shall such containers be maintained so as to be Visible From Neighboring Property except if necessary to make the same available for collection and, then only the shortest time reasonably necessary to effect such collection. The Association shall have the right to require all Owners to subscribe to a private trash service. All rubbish, trash or garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot.
- s. Utility Easements. The easements shown on the Subdivision Plat over and under the Common Area are reserved for ingress, egress, installing, repairing, and maintaining all utility and service lines and systems, including, but not limited to, water, sewers, gas, telephones, electricity, television cable or communication and security lines and systems. Nothing herein contained shall prevent the Owner from granting, for the purpose of installing any underground utilities, such easements as may be necessary for the provision of such service; provided, however, any such easements shall require the prior written approval of the Association.
- t. Utility Service. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, computer and radio signals, shall be erected, placed or maintained anywhere in or upon any Lot within The Grove unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under, or on buildings, or other structures, or otherwise are not Visible From Neighboring

Property, unless underground distribution systems are not available. No provision hereof shall be deemed to forbid: the erection of temporary power or telephone structures incident to the construction of Improvements approved by the Design Review Committee; or the installation of overhead lines bringing utility service from outside the Property to a utility pole located within The Grove, provided that the utility service must go underground from such pole and that the location of such pole is approved in advance by the Design Review Committee.

- u. **Fluid Storage.** No tank for the storage of any fluid may be maintained outside a building above or below the ground on any of the Lots without the prior consent of the Design Review Committee.
- v. **Antennas.** No antenna, satellite dish or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any Lot whether attached to a building or structure or otherwise, without the prior written consent of the Design Review Committee or without expressly being authorized by the Architectural and Design Rules.
- w. **Declarant's Exemption.** With respect to any Lot owned by Declarant and with respect to the Common Area, nothing contained in this Declaration shall be construed to prevent the operation, erection, maintenance or storage by Declarant, or its duly authorized agent, of structures, Improvements, signs, materials, fluids or equipment necessary or convenient to the maintenance, development or sale of Property within The Grove. No Lot may be used for the purposes described above for more than one (1) year, provided however, that the Declarant or the Association may permanently use a portion of the Common Area for such uses necessary or convenient to the maintenance of the Common Area.

ARTICLE V

The Grove Master Homeowners Association, Inc.

Section 5.01 The Association. The Association is a non-profit Oklahoma corporation charged with the duties and invested with the powers prescribed by law and set forth in the Certificate, By-Laws (attached hereto and marked Exhibit "B") and this Declaration. Neither the Certificate nor the By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 5.02 Board of Directors. The Association shall have a Board of Directors, as provided in this Declaration. Any action taken pursuant to the rights, powers, and duties granted to the Association by the Declaration, Certificate, By-Laws, Association Rules and Architectural and Design Rules may be taken by the Association only upon the vote of its Board. The affairs of the Association shall be conducted by, and the Association shall act through, its Board and such officers as the Board may elect, or appoint, in accordance with the Declaration, the Certificate, and the By-Laws, as the same may be amended from time to time. The Association

may act only as determined by a majority vote of the Board, except where a vote of more than a majority of the Board is specifically required in this Declaration, the Certificate or the By-Laws.

Section 5.03 Powers and Duties of the Association. The Association shall have such rights, powers, and duties as set forth in this Declaration, the Certificate and By-Laws, as same may be amended from time to time, which shall include, but not be limited to, the following:

- a. **Property Taxes and Assessments.** To the extent not assessed to or paid directly by the Owners, the Association shall pay all real and personal property taxes and assessments levied upon any portion of the Common Area or other property owned by the Association, and all charges for water, electricity or other utility provided to the Common Area.
- b. **Property Insurance.** The Association may keep any Improvements in the Common Area insured against loss or damage from such hazards and with such policy limits as it may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage from such hazards as the Association may deem desirable, with the Association as the Owner and beneficiary of such insurance. Premiums for all insurance carried by the Association shall be a common expense included in the assessments made by the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property on which the insurance was carried or otherwise utilized as determined by the Association.
- c. **Liability Insurance.** The Association shall have the power to obtain comprehensive public liability insurance, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable. Insureds may include the Association, the Owners, the Board, the Declarant and managing agents (if any). The premiums for liability insurance are common expenses included in the assessments made by the Association.
- d. **Other Insurance.** The Board, at its option, may elect to cause the Association to obtain one or more blanket insurance policies or umbrella insurance policies, as to one or more of the types of insurance required or deemed advisable by the Association or its Members with such policy limits as may be deemed advisable by the Board and if such policy or policies are obtained, the Association shall prorate the cost thereof among the Members of the Association.
- e. **Management Contract.** The Association shall have the power to enter into management agreements with management organizations of its choosing for the maintenance of the Common Area and the Improvements located thereon. Any such agreement or any other contract providing for such services, may not exceed a term of three years. Any such agreement shall be terminable by either party without cause and without payment of any termination fee upon 180 days' written notice.

Section 5.04 The Association Rules. The Association may, from time to time, adopt, amend, repeal and enforce rules and regulations to be known as the "Association Rules." The Association Rules may restrict and govern the use of any area by any Owner, or by any Owner Guest; provided however, that the Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Certificate or By-Laws. A copy of the Association Rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner and may be recorded. Upon such recordation, said Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration.

Section 5.05 Enforcement of Rules. For each violation by an Owner or any Owner's Guest of the provisions of this Declaration, the Certificate, the By-Laws, the Architectural and Design Rules or the Association Rules, the Board may, upon ten days' written notice, suspend an Owner's voting rights and the right of the Owner and any Owner Guest to use the Common Area and the facilities situated upon the Common Area for a period not to exceed 60 days. In addition to the suspension provided herein, the Board may seek an injunction or other redress in a court of law. Any Owner against whom such injunction or redress is sought shall be liable for attorneys' fees and costs incurred by the Board on behalf of the Association, and such amounts may be collected in the same manner as assessments as provided herein. Any suspension or injunctive action must be approved by the Board, and all decisions of the Board shall be final. The remedies provided in this Section may be exercised simultaneously with, and in addition to, the remedies provided in this Declaration for collection of assessments and/or any other relief authorized by applicable law.

Section 5.06 Personal Liability. No member of the Board, or of any Committee of the Association, or any officers of the Association, or the manager, or the Declarant shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board, the officers or any other representative or employee of the Association, or the Design Review Committee, or any other Committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful misconduct.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS

Section 6.01 Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 6.02 Directors. The Association shall have three (3) Directors. The initial three (3) Directors shall be appointed by the Declarant to serve until the first meeting of the Owners of the Association. So long as the Declarant owns one or more Lots or any other property in The

Grove, the Declarant shall be entitled to appoint two (2) Directors to the Board. For Director elections, Directors shall be elected by vote of all of the Owners, including the Declarant.

Section 6.03 Voting. Owners shall vote only by Lot, and each Lot shall have one vote, unless otherwise provided for herein. Fractional votes shall not be allowed. In the event multiple Owners of a Lot are unable to agree among themselves as to how the vote for that Lot shall be cast, they shall lose their right to cast the vote for such Lot on the matter in question. When any Owner casts 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, unless the other Owner or Owners are present and object at the time the vote is cast. Notwithstanding anything contained herein to the contrary, Declarant shall have three (3) votes for each Lot owned by Declarant. A mortgagee who becomes an Owner by foreclosure or by deed in lieu of foreclosure shall succeed to the number of votes of the mortgagee's predecessor in title.

Section 6.04 Election of Directors. In any election of the members of the Board, one ballot shall be taken after all nominations have been received. Nominations need not be seconded. Elections shall be conducted by cumulative voting.

For illustrative purposes, if three director seats are up for election, each Lot Owner shall have three times the number of votes it ordinarily possesses to cast in favor of one or multiple nominees. Fractional votes shall not be allowed. The three (3) nominees receiving the highest number of votes shall be elected to the Board. If two director seats are up for election, each Lot Owner shall have two times the number of votes it ordinarily possesses to cast in favor of one or multiple nominees. Fractional votes shall not be allowed. The two (2) nominees receiving the highest number of votes shall be elected to the Board. Any tie votes shall be broken by lottery or coin flip conducted by the president or vice president of the Association.

Section 6.05 Rights of Members. Each member shall have such other rights, duties and obligations as set forth in the Certificate, By-Laws, Architectural and Design Rules and Association Rules as the same may be amended, restated or otherwise modified from time to time.

Section 6.06 Transferability. The Association membership of an Owner shall be appurtenant to the Lot of said Owner. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of record of ownership to the Owner's Lot and then only to the transferee or assignee of ownership to such Lot, or by intestate succession, testamentary disposition, foreclosure of a mortgage of record or such other legal process as is now in effect or as may hereafter be established under or pursuant to the laws of the State of Oklahoma. Any attempt to make a prohibited transfer shall be void. Any transfer of record of ownership to a Lot shall operate to transfer said membership to the new Owner thereof.

Section 6.07 Power to Borrow. The Association may borrow, for Association purposes, but borrowings in the excess of \$50,000 of aggregate Association debt shall require the prior approval of at least 2/3 of the voting power of the Association. No Owners shall be required to become personally obligated on debts of the Association to third parties, unless they do so

voluntarily. The Association may not pledge or mortgage its real estate or the Improvements located thereon, but may pledge its tangible personal property to secure its debts.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 7.01 Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Lot within The Grove, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such assessments as may become applicable to their Lots, as provided below. There is hereby created in favor of the Association the right to claim a lien for the amount of any such assessment, together with interest, costs with power of sale and reasonable attorneys' fees on each and every Lot within The Grove to secure payment to the Association of any and all assessments levied against such Lot as provided herein or any other amount an Owner may be obligated under this Declaration. Each such assessment or other amount, together with interest, costs and attorneys' fees shall also be the personal obligation of the Owner of such Lot at the time when the assessment was levied against or an Owner becomes obligated related to such Lot. The personal obligation for delinquent assessments shall not pass to successor Owners, unless expressly assumed by them, but shall remain a lien on such Lot (except as provided in Section 7.10 below) and the personal obligation of the Owner who was Owner at the time the assessment was made.

The lien herein created may be enforced as a mortgage lien in accordance with applicable Oklahoma law and for such purposes, each Owner hereby grants to the Association a power of sale pursuant to the Oklahoma Power of Sale Mortgage Foreclosure Act.

A power of sale has been granted in this Agreement. A power of sale may allow the mortgagee to take the mortgaged property and sell it without going to court in a foreclosure action upon default by the mortgagor under this Agreement.

Section 7.02 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for promoting the recreation, health, safety, and welfare of the residents in The Grove, for the maintenance and improvement of the Common Area, for maintaining the overall aesthetic beauty of The Grove, and for covering the costs incidental to the operation of the Association. The regular assessment shall include the establishment of adequate reserves for repair and replacement of capital items. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by the abandonment of his Lot.

Section 7.03 Amount of Regular Assessment. Regular assessments shall be made on an annual basis, and shall be fixed at a uniform rate per month for all Lots subject to assessment. The initial regular assessment for the calendar year 2007 shall be twenty five dollars (\$25.00) per Lot per month and may be required to be paid annually in advance. Subsequent changes to the regular assessment may be made by the Board

Section 7.04 Regular Assessment Obligations. Lots and the Owners thereof shall be obligated for any regular assessment per Lot made by the Association pursuant to the terms and conditions of this Declaration.

Section 7.05 Special Assessments. Special assessments shall obligate the Owners of Lots to the same extent as Regular Assessments. The Board may declare the amount and purpose for any special assessment. Special assessments shall be applicable to not more than three calendar years after the date of assessment. Special assessments shall be only for Association purposes including, but not limited to, defraying the cost of any construction, reconstruction, repair or replacement of ponds, dams, spillways, trails, paving, culverts, buildings, bridges, fences, signs and any other improvements in the Common Area; the establishment of reserves for such costs; or costs incidental to the operation of the Association; and the provision of special services such as security patrols and attorneys' fees.

Section 7.06 Regular and Special Assessment Obligations. Lots and the Owners thereof shall be obligated for any regular assessment or special assessment per Lot made by the Association. Written notice of any meeting called for the purpose of approving any regular or special assessment requiring Owner approval shall be sent to all Owners not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first meeting called, the presence at the meeting of Owners, or of proxies, entitled to cast sixty percent (60%) of all the voting power of the Association shall constitute a quorum. If the required quorum is not forthcoming at that meeting, another meeting may be called, after five (5) days' written notice, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7.07 Uniform Rate of Assessment; Exceptions. Except as may otherwise be specifically set forth herein, both annual and special assessments must be fixed at a uniform rate for all Lots to which the assessment applies, and may be collected on a monthly, quarterly, semi-annual or annual basis.

Section 7.08 Date of Commencement of Assessments; Due Dates. The regular assessment period shall be the calendar year, commencing January 1st of each year, except for 2007 for which the assessment period shall commence on July 1, 2007. Written notice of the regular assessment and each special assessment shall be sent to every Owner subject thereto. The due date (or dates, if made payable in installments) shall be established by the Board. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 7.09 Effect of Non-payment of Assessments; Remedies of the Association. Each Owner of any Lot shall be deemed to covenant and agree to the enforcement of the assessments in the manner herein specified. If any assessment, or installment thereof, is not paid by the due date specified by the Board, the Owner or Owners of the Lot for which the delinquent assessment or installment is unpaid shall lose the right to cast the vote of that Lot in the Association until all amounts due are paid in full. The Association may employ an attorney or attorneys for collection of any delinquent assessment or installment thereof, whether by suit or

otherwise, or to enforce compliance with or for specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, the Certificate, By-Laws, Architectural and Design Rules or the Association Rules. In addition to any amounts due or any relief or remedy obtained by the Association against an Owner, such Owner agrees to pay the Association its reasonable attorneys' fees, plus interest and costs thereby incurred. Any interest provided in this Declaration shall be compounded monthly and charged at an annual rate of eighteen (18) percent. In the event an assessment or installment thereof is not paid when due, and this becomes a delinquent obligation, or in the event an Owner fails to perform or comply with any other obligation of this Declaration, the Certificate, By-Laws, Architectural and Design Rules or the Association Rules, then (in addition to any other remedies herein or by law or by equity provided) the Association may enforce each such obligation by either or both of the following procedures:

- a. Enforcement by Suit. The Board may cause a suit to be commenced and maintained in the name of the Association against an Owner to collect such delinquent assessments; to cause a temporary and/or permanent injunction or mandatory injunction to issue for compliance with or performance of such obligations by an Owner and any Owner Guest; to seek damages against an Owner or any Owner Guest for violation of such obligation; and/or to seek any other remedy at law or in equity to enforce any obligation in connection with membership in the Association or any obligation of this Declaration. Any judgment rendered in favor of the Association in any such action shall include (but not necessarily be limited to) the amount of any delinquency, together with interest thereon from the date of delinquency at the rate provided above, court costs, and reasonable attorneys' fees.
- b. Enforcement by Lien. There is hereby created a claim of lien, with power of sale, on each and every Lot within The Grove to secure payment to the Association of any and all assessments levied against or any other obligation of any and all Owners of such Lots, together with interest thereon as specified in this Section from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. At any time after the occurrence of any default in the payment of any such assessment or other amount, the Association, or any authorized representative, may, but shall not be required to, make a written demand for payment to the defaulting Owner, on behalf of the Association. Said demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid within ten (10) days after delivery of such demand, or, even without such a written demand being made, the Association may elect to file such a claim of lien on the behalf of the Association, against the Lot of the defaulting Owner. The Association may file of record a lien in favor of the Association, against any Lot with a delinquent assessment. Such a lien shall be executed and acknowledged by any officer of the Association or its attorney, and shall contain substantially the following information.

1. The name of the Owner of the Lot with the delinquent assessment;
2. The legal description and street address of the Lot against which lien is filed;
3. The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, court costs and reasonable attorneys' fees, all of which constitute the amount of the lien;
4. A recital to the effect that the lien is filed by the Association pursuant to the Declaration.

Upon recordation of a duly executed original or copy of such a lien, then the lien shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such assessment was levied, and shall secure the amounts claimed therein. Such a lien shall have priority over any claim of homestead or other exemption. Such a lien shall have priority over all liens, mortgages, deeds of trust, or claims or encumbrances created subsequent to the recordation of the lien provided hereby, except only tax liens for real property taxes on any Lot or as provided in Section 7.10, and assessments on any Lot in favor of any municipal or other governmental assessing unit. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a realty mortgage or trust deed as set forth by the laws of the State of Oklahoma, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of the Association. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey any Lot. In the event such foreclosure is by action in court, reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner, by becoming an Owner of a Lot in The Grove, hereby expressly waives any objection to the enforcement and foreclosure of this lien substantially in the manner provided herein, or any other manner provided by law.

Section 7.10 Priority of Lien. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust recorded prior to the Association's recorded lien filing. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale, transfer, acceptance of a deed in lieu of foreclosure, a judicial foreclosure, or foreclosure by power of sale of any Lot pursuant to the foreclosure of any prior lien shall extinguish all existing liens of such assessments as to payments which became due or accrued prior to such sale, transfer, deed in lieu of foreclosure or foreclosure. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, nor shall the Owner or Owners prior to foreclosure sale or transfer be relieved of his or their personal liability for the assessments unpaid prior to such sale or transfer. Any other sale or transfer of any Lot shall not affect the assessment lien.

ARTICLE VIII

ARCHITECTURAL AND DESIGN CONTROL

Section 8.01 Organization, Power of Appointment and Removal of Members. The Association shall have a Design Review Committee, organized as follows:

- a. Committee Composition. The Design Review Committee shall consist of five (5) regular members, one (1) alternate member, and any additional alternate members the Declarant (if applicable) or the Board of Directors, by resolution, deems appropriate. Alternate members may serve, perform duties and act on behalf of the Design Review Committee in the event the regular members are unavailable for any reason to perform their duties. No regular or alternate members shall be required to be an architect or to meet any other particular qualifications for membership. A member of the Committee need not be, but may be, a member of the Association, a member of the Board, or an officer of the Association. In instances where a regular member is unavailable, alternate members may take action on behalf of the Committee on proposals or plans submitted to the Committee and on all other matters, except Alternate members may not act on behalf of the Committee with respect to the adoption of or revision to the Architectural and Design Rules. The number of regular members of the Design Review Committee may be amended or changed upon: (i) amendment to this Declaration; or (ii) upon resolution of the Declarant (if the Declarant then has the power to appoint Committee members) or resolution of the Board of Directors (if the Board then has the power to appoint Committee members) and the resolution being filed in the minute book of the Declarant or Association.
- b. Quorum. The presence of a majority of members of the Design Review Committee shall constitute a quorum at all meetings of the Design Review Committee. The majority vote of the members present shall be required to transact the business of the meeting. Any regular member of the Design Review Committee has the power to call a meeting of the Design Review Committee but must do so on at least three (3) days notice to the other regular members. The Design Review Committee shall not be required to conduct periodic meetings. The Design Review Committee may take action on proposals or plans submitted to it without conducting a meeting.
- c. Appointment and Removal. Notwithstanding anything herein to the contrary, if the Declarant owns any Lot or any other property in The Grove (whether by annexation or otherwise), the right to appoint and remove all members of the Design Review Committee at any time shall be and is hereby vested solely in the Declarant, unless waived from time to time in writing by Declarant. In the event the Declarant does not own any Lot, or any other property in The Grove the right to appoint and remove all members of the Design Review Committee at any time shall be vested solely in the Board. Exercise of the right of appointment and removal, as set forth herein, shall be evidenced by the execution of appropriate

minutes filed in the minute book of the Association or by appointment letter filed in the minute book and signed by the Declarant (if the Declarant then has the power to appoint Committee members). Any mortgagee which succeeds Declarant shall also succeed to this right to appoint and remove members of the Design Review Committee.

- d. Resignations. Any regular or alternate member of the Design Review Committee may at any time resign from the Committee by giving written notice thereof to Declarant or to the Board, whichever then has the right to appoint Committee members.
- e. Vacancies. Vacancies on the Design Review Committee, however caused, shall be filled by the Declarant or the Board, whichever then has the power to appoint Committee members. A vacancy or vacancies on the Design Review Committee shall be deemed to exist in case of the death or resignation or removal of any regular or alternate member.

Section 8.02 Duties and Authority. It shall be the duty of the Design Review Committee to consider and act upon any and all proposals or plans submitted to it pursuant to the terms hereof. It shall be the duty of the Design Review Committee to adopt Architectural and Design Rules which may be more stringent than, but which shall not be inconsistent with, this Declaration. It shall be the duty of the Design Review Committee to issue variances from the Design Rules or Declaration, in instances the Committee deems appropriate, and to carry out all other duties imposed upon it by the Declaration. The prior approval of the Design Review Committee shall be required for the construction or alteration of any Improvement located within The Grove, except for those installed by the Declarant and for such other matters as may be provided in this Declaration, the Certificate, By-Laws and Architectural and Design Rules.

Section 8.03 Approval. Any approval granted by the Design Review Committee shall be in writing and, unless otherwise specified in said written approval, it shall be conditioned upon and require the continued maintenance, landscaping, and screening, as appropriate, of any Improvements on a Lot by the Owner and of any Improvements on the Common Area by the Association, and the satisfaction of such other requirements as the Design Review Committee may determine. Any Improvements submitted to and approved by the Design Review Committee must be completed within one (1) year from the date of said approval, or said approval shall be deemed revoked, and the Owner must again seek approval pursuant to the Architectural and Design Rules. After commencement of the work on an Improvement, the work thereon must be diligently and continuously pursued to completion. The members of the Design Review Committee do not have the power or authority to issue verbal, oral or non-written approvals. All persons who perform work without first obtaining written approval from the Design Review Committee do so at their own risk and peril.

Section 8.04 General Considerations. Pursuant to its rule-making power, the Design Review Committee shall establish a procedure for the preparation, submission, and determination of applications for any Improvement or alteration. The Design Review Committee shall have the right to disapprove any plans or specifications or grading or other plans, which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon

such plans, and without any limitation of the foregoing, it shall have the right to take into consideration the suitability of the proposed Improvement, its size, the materials for which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the topography, the effect upon view and light, and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. All decisions of the Design Review Committee shall be final, and no Owner or other parties shall have recourse against the Design Review Committee for its disapproval of any such plans and specifications or plot plan, including lawn area and landscaping. Any approval by the Design Review Committee may be made contingent upon the satisfaction of such conditions as the Committee may specify in the Architectural and Design Rules or in any approval.

Section 8.05 Meetings and Compensation. The Design Review Committee may meet from time to time as necessary to perform its duties hereunder. Subject to the provisions of Sections (a) and (b) of Section 8.01 above, the vote or written consent of any three (3) members, at a meeting or otherwise, shall constitute the act of the Design Review Committee. The Design Review Committee shall keep and maintain a written record of all actions taken by it at such meetings. Members of the Design Review Committee shall not be entitled to compensation for their services. However, the Design Review Committee may hire engineers, consultants or others, at Association expense.

Section 8.06 Waiver. The approval of the Design Review Committee of any plans, drawings, or specifications for any work done or proposed, or for any other matter requiring the approval of the Design Review Committee under the Declaration shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification, or matter subsequently submitted for approval. Failure of the Design Review Committee to enforce a conditional approval or rule now or hereafter contained in the Architectural and Design Rules shall in no event be deemed a waiver of the right to do so thereafter.

Section 8.07 Liability. Neither the Design Review Committee nor any member thereof shall be liable to the Association, any Owner, or to any other party, for any act or omission resulting in any claim for any damage, loss or prejudice suffered including, but not limited to, (a) the approval or disapproval of any plans, drawings, or specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development of any Property within The Grove, or (d) the execution and filing of any estoppel certificate, whether or not the facts therein are correct; provided, however, that with respect to the act or omission of a member, such member has acted in good faith on the basis of such information as may be possessed by him. Review and approval of any application is made primarily on the basis of aesthetic considerations and the Declarant, Association, Board and/or Design Review Committee shall not bear any responsibility for ensuring the structural integrity or soundness of approved new construction or construction modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, Association, Board nor the Design Review Committee, or any member thereof, shall be held liable for any injury, damages or loss arising out of the manner, quality, workmanship and/or suitability of approved new construction or construction modification occurring on any Lot.

Section 8.08 Time for Approval. In the event the Design Review Committee fails to approve, disapprove or conditionally approve a matter within thirty (30) days after plans and specifications have been submitted to it in due form as requested by the Design Review Committee, the person submitting said plans and specifications shall deliver to the Committee a Notice of Failure to Act specifying the Committee's failure to act within the thirty (30) days required by this Section 8.08. In the event the Design Review Committee fails to approve, disapprove or conditionally approve a matter within five (5) days after receiving a Notice of Failure to Act, then such matter will be deemed approved by the Design Review Committee, and the prior written approval required by this Article will be deemed to have been complied with fully, except that the Design Review Committee shall not have the power to issue or approve variances from the terms of this Declaration or the Architectural and Design Rules by virtue of a failure to act. All variances are required to be issued in writing by the Design Review Committee. Approved matters must be promptly accomplished in accordance with said plans and specifications, and such matter shall in all respects be and continue in the future to be in compliance with this Declaration.

Section 8.09 Architectural and Design Standards.

- a. **Construction Requirements.** Any Residence constructed upon a Lot in The Grove shall have a minimum square footage as required by the Rules of the Design Review Committee and may not exceed two stories in height unless a variance is granted by the Design Review Committee. In computing the square footage of a Residence, the square footage shall be computed exclusive of open porches, basements, walkout basements, garages and outbuildings. The principal first floor material, other than glass, of the exterior of each wall in all the buildings on any Lot in The Grove shall be not less than eighty percent (80%) brick, stone, stucco or reasonable equivalent, unless a variance is granted by the Design Review Committee in advance of construction. A determination of the Design Review Committee as to the nature of the permissible other materials and percentages thereof on the exterior of the first floor shall be final and binding on all persons. Vinyl or metal siding is prohibited. Garages must be at least two cars in capacity, unless otherwise approved by the Design Review Committee. Every outbuilding erected on any of said Lots shall, unless the Design Review Committee otherwise consents in writing, correspond in style and architecture to the Residence to which it is appurtenant.
- b. **Building Lines.** No Residence or any part thereof or any other building shall be constructed on any Lot nearer to any street than the building line as shown on the Subdivision Plat. No Residence or garage may be placed on a Lot so that it is closer to the side Lot line than five (5) feet, unless the Design Review Committee rules impose more stringent restrictions. The actual location of any Improvements on a Lot shall be designated on a plot plan that has been approved in writing by the Design Review Committee prior to the commencement of construction. The Design Review Committee shall have the right to grant variances to any building setback lines.

- c. Driveways. Private driveways on any Lot and garage parking areas shall be concrete or other hard surface approved by the Design Review Committee, and shall be continuously maintained so as to avoid unsightly deterioration and the growth of grass or any other plant on or through such surface. No driveway shall be constructed or altered without the prior written consent of the Design Review Committee, which shall consider the appearance, design and materials of said driveway and the effect the driveway may have on drainage affecting the Common Area or any other Lot. Tin horns or drainage pipe extending under a driveway shall have a concrete, brick or stone headwall.
- d. Improvements and Alterations. No Improvement shall be placed on any Lot within The Grove and no alterations, repairs, excavation or other work which in any way alters the exterior appearance of any Lot within The Grove or the Improvements located thereon shall be made or done without the prior written approval of the Design Review Committee. No building, fence, wall, residence or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the Design Review Committee.
- e. Variances. The Design Review Committee, in its sole discretion, may from time to time issue written variances from the terms of this Declaration or from the Architectural and Design Rules. All variances are required to be in writing and signed by at least three (3) regular members of the Design Review Committee. The Design Review Committee's issuance of a written variance shall bind all Lot Owners and the Association with respect to the matters specifically set forth in the variance and waive the Association or any Owner's enforcement remedies (as set forth in section 11.01) with respect to the matters specifically set forth in the variance.
- f. Adoption of Additional Architectural and Design Rules and/or Amendment. The Design Review Committee, in its sole discretion, may from time to time amend the Architectural and Design Rules which shall be used as a guide for the orderly development of The Grove and to ensure the aesthetic harmony of all structures and landscaping within The Grove. The Design Review Committee shall have the sole and full authority to amend the Architectural and Design Rules. There shall be no limitation on the scope of amendments to the Architectural and Design Rules. The Architectural and Design Rules may be amended to remove requirements previously imposed or otherwise to make the Architectural and Design Rules less restrictive. Any amendments to the Architectural and Design Rules shall only apply to construction and modifications commenced after the date of such amendment and shall not require modifications to or removal of structures previously approved once the approved new construction or construction modification has commenced. The Architectural and Design Rules may also require the use of specified application forms and may require that certain documentation be included with any submission to the Design Review Committee. The initial Architectural and Design Rules are attached hereto and marked Exhibit "C."

ARTICLE IX

MAINTENANCE AND IMPROVEMENTS BY DECLARANT

Section 9.01 Existing Improvements. Notwithstanding anything herein contained to the contrary or any possible implications of the Subdivision Plat, the Declarant is not under any obligation whatsoever to make any Improvements or provide utilities or other facilities beyond those which exist in The Grove as of the date an Owner acquires his Lot. Declarant makes no warranties (implied or otherwise) regarding any Improvements in The Grove, but assigns to the Association all warranties (if any) made by third parties with respect to Improvements.

ARTICLE X

ANNEXATION BY DECLARANT AND AMENDMENT

Section 10.01 Right to Annex Additional Property. Notwithstanding anything herein contained to the contrary, if Declarant should from time to time desire to develop additional property, including, without limitation, property in the Section 25, Township 14 North, Range 4 West of the I.M., Oklahoma County, Oklahoma or any section directly adjacent to Section 25, Declarant may annex such property to The Grove upon the terms and conditions contained in this Article. Any annexed property shall have the right to the use of the Common Area and shall be subject to the terms of this Declaration.

Section 10.02 Amendments Authorized. Such annexation shall be accomplished by Declarant filing an amendment to this Declaration specifying the property that is annexed and thus becomes subject to this Declaration. The amendment to this Declaration by Declarant, and any incidental amendments to the Association's Certificate, By-Laws and Rules shall be accomplished by Declarant at its expense. This Declaration, when so amended, shall be substantially unchanged, except as to the definition of the Property; the number of Lots; the number of Owners who are members of the Association; additional mutual and reciprocal easements; and such other matters as are reasonably incidental to implementing such annexation. It is understood and agreed that the annexation of additional property and/or Lots to The Grove may result in the Declarant having new or revived rights of appointment, additional voting power and/or other additional rights that Declarant did not have directly prior to annexation.

Section 10.03 Effect of Amendments. Except as may be provided in Section 10.05, upon the amendment of the Declaration to annex additional property, then the Lots, Common Areas, easements, rights of way, Owners and Property which comprise the annexed property shall in all respects be treated as Lots, Common Areas, easements, rights of way, Owners and Property of The Grove, and shall be the subject of this Declaration, as so amended, and the Certificate, By-Laws and Rules of the Association, for all purposes.

Section 10.04 Maximum Area that May be Annexed. There shall be no limit to the total amount of additional property which may be annexed hereto by Declarant to the initial Subdivision Plat.

Section 10.05 Extension of Streets and Utilities. All roads to be developed in property annexed to The Grove shall be of a quality and standard equal to or better than the existing roads in The Grove. Declarant may utilize existing utility easements in The Grove to extend utility services to the annexed property. Declarant may construct an entrance, entryway, and appropriate roads and streets on any of the existing Common Area to provide appropriate access to the annexed property. Notwithstanding anything contained herein to the contrary, Declarant may elect to construct private roads in the annexed property. Notwithstanding anything contained herein to the contrary, Declarant may annex property that shares the existing Common Area under this Declaration and further provides for its own separate common areas or improvements. In such an event, the Lot Owners of any annexed property that provides for separate common areas shall be required to be members of two (2) homeowners associations, namely, the Association and a separate homeowners association that would be responsible for maintaining, repairing and owning the separate common areas and improvements. Notwithstanding anything contained herein to the contrary, Lot Owners shall have rights to use only those common areas and/or streets owned by the homeowners' associations of which they are a part.

Section 10.06 Consent to Annexation. Each Owner of a Lot in The Grove, by acceptance of a conveyance of said Lot, does hereby consent to the annexation of additional property by Declarant substantially in accordance with the terms and conditions contained herein; consents to the amendment of the Declaration by Declarant as contemplated herein; and agrees to cooperate in such incidental amendments to the Certificate, By-Laws and Rules of the Association as may be appropriate. No further consent by Owners of the Association shall be required for such annexation of the property by Declarant or the amendment incidental thereto of the Declarant, Certificate, By-Laws and Rules.

Section 10.07 No Obligation to Annex Property. The provisions of this Article are intended to apply only to property affirmatively annexed to The Grove by Declarant. This Article is not intended to in any way to restrict development by Declarant or any third party of any property in Section 25, Township 14 North, Range 4 West in Oklahoma County, Oklahoma, or other property that Declarant does not elect to annex to The Grove. Provided however, in the event Declarant, its successors and assigns do not elect to annex to The Grove, Declarant, its successors and assigns shall have the right to the use of the Common Area if the adjoining land is developed for residential purposes and the lots in such development are assessed for such Lot's proportionate share of the maintenance costs of the Common Area.

ARTICLE XI

GENERAL PROVISIONS

Section 11.01 Enforcement. Any Owner, as well as the Association, shall have the right to enforce by any proceeding at law or in equity all conditions, covenants, reservations, liens, charges and rules now or hereafter imposed by the provisions of this Declaration. Failure by any Owner or the Association to enforce any such restriction, condition, covenant, reservation, lien,

charge or rule now or hereafter contained in the Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 11.02 Severability. Every term and provision of this Declaration, and of the Certificate, By-Laws, Architectural and Design Rules and Association Rules referenced herein, is intended to be severable. If any such term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of any other such terms and provisions.

Section 11.03 Amendment by Two-Thirds Voting Power: Declarant's Right to Amend. The covenants and restrictions of this Declaration shall run with and bind the Property and each Owner hereof and inure to the benefit of each Owner and the Association from and after the date this Declaration is recorded. This Declaration may be amended as follows: (a) at any time unilaterally by Declarant for so long as Declarant owns any Lot or any other property in The Grove; or, once Declarant no longer owns any Lot or any other property in The Grove, by the written consent or a vote of at least two-thirds (2/3) the voting power of the Association. Any such amendment to the Declaration must be recorded and signed by the President of the Association and attested to by the Secretary of the Association, who shall state whether the amendment was properly adopted. Notwithstanding anything to the contrary in this Declaration, the Declarant shall have the absolute right to unilaterally amend this Declaration, except that no such amendment shall have the effect of changing the dimensions of an Owner's Lot or requiring modifications to or removal of structures previously erected on a Lot by any Owner. Any such amendment to the Declaration must be signed by the Declarant and recorded.

Section 11.04 Violations and Nuisance. Every act or omission whereby and provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Association or any Owner or Owners of Lots within The Grove. However, any other provisions to the contrary notwithstanding, only the Association, the Board or the duly authorized agents of any of them, may enforce by self-help any of the provisions of this Declaration.

Section 11.05 Violation of Law. Any violation of any state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation, or use of any property within The Grove is hereby declared to be a violation of the Declaration and subject to any or all of the enforcement procedures set forth in said Declaration.

Section 11.06 Remedies Cumulative. Each remedy provided by this Declaration is cumulative and not exclusive.

Section 11.07 Delivery of Notices and Documents. Any written notice or other documents relating to or required by this Declaration may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of same has been deposited in the Certified United States Mail, postage prepaid, addressed as follows:

If to the Association: To the registered agent of The Grove Master Homeowners Association, Inc.

If to an Owner:

To the address last furnished in writing by an Owner to the Association

Provided, however, that any such address may be changed at any time by the party concerned by recording a written notice of change of address and delivering a copy thereof to the registered agent of the Association. Each Owner of a Lot shall file the correct mailing address of such Owner with the registered agent of the Association, and shall promptly notify the Association in writing of any subsequent change of address. If no address has been furnished to the Association by an Owner, notice may be given to Owner by posting written notice on the Owner's Lot.

Section 11.08 Right to Assign. The Declarant, upon prior written approval of any first mortgage of Lots owned by Declarant, by an appropriate instrument or instruments, may assign or convey to any person, persons or entity any or all of the rights, reservations, easements, powers of appointment and privileges herein reserved by it (including the right to amend, voting power rights, director and committee appointment rights and all other rights), and upon such assignment or conveyance being made, its assignees or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements, and privileges or any one or more of them at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

Section 11.09 The Declaration. By becoming an Owner of a Lot, each Owner for himself, or itself, his heirs, personal representatives, successors, transferees, and assigns, becomes bound, accepts and agrees to all of the rights, regulations now or hereafter imposed and granted by this Declaration and any amendments thereof. In addition, each such Owner, by so doing, thereby acknowledges that this Declaration sets forth a general plan for the improvement and development of The Grove and hereby evidences his interest that all rights, powers, easements, provisions, restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, successors and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various future owners of Lots in The Grove.

Section 11.10 Enumeration of Specifics. As used in this Declaration, the enumeration of items within a class shall not be deemed to limit the intended expression to those items only, but shall be broadly interpreted to effect the overall intent of this Declaration so that such expression shall include all things which might reasonably fall within such class of items so enumerated and to and in the furtherance of the purposes of this Declaration.

Section 11.11 Descriptive Headings: Plural: Gender. Captions and headings contained in this Declaration are for convenience and reference purposes only, and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Declaration or of any portion thereof. Words used in this Declaration in the singular, where the context so permits, shall be deemed to include the plural and vice versa. Words used in the masculine or the feminine, where the context so permits, shall be deemed to mean the other and vice versa. The definitions of words in the singular in this Declaration shall apply to such words when used in the plural where the context so permits and vice versa, and the definitions of words in the masculine or feminine in this Declaration shall apply to such words when used in the other form where the context so

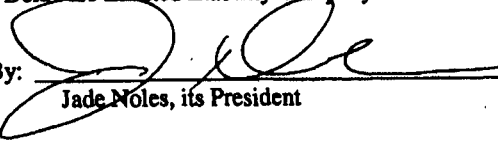
permits and vice versa. Any and all exhibits described in this Declaration are hereby incorporated by reference into this Declaration and made a part of this Declaration. Any reference in this Declaration shall mean the section number in this Declaration unless otherwise expressly stated.

Section 11.12 Oklahoma Law. The interpretation and enforcement of this Declaration shall be governed by the laws of the State of Oklahoma.

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IN WITNESS WHEREOF, the undersigned, being the Declarant and Owner above designated has hereunto set its hand to this DECLARATION OF COVENANTS AND RESTRICTIONS OF THE GROVE this 19th day of June, 2007.

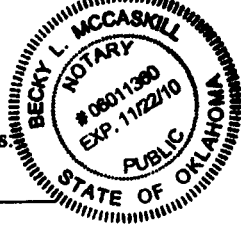
CALIBER DEVELOPMENT COMPANY LLC,
a Delaware Limited Liability Company

By: 
Jade Noles, its President

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 19th day of June, 2007, personally appeared Jade Noles, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the President of CALIBER DEVELOPMENT COMPANY LLC, a Delaware Limited Liability Company, and acknowledged to me that he executed the same as his free and voluntary act and deed and as of said company, for the uses and purposes therein set forth.

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




Notary Public

My Commission Expires
11-22-10

W John P. Falcone
Cheek & Falcone
6301 Waterford Blvd
Ste. 320
OKC OK 73118

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "A"

THE GROVE PHASE I

LEGAL DESCRIPTION

A part of the Northeast Quarter (NE/4) of Section Twenty-Five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, City of Oklahoma City, County of Oklahoma, Oklahoma and being more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter (NE/4); thence South $00^{\circ}15'55''$ East along the east line of said Northeast Quarter a distance of 395.38 feet to the **POINT OF BEGINNING**; thence continuing South $00^{\circ}15'55''$ East along the said east line a distance of 1002.12 feet; thence South $89^{\circ}44'05''$ West a distance of 103.82 feet to a point on a curve to the right, said curve having a radius of 260.50 feet, a central angle of $21^{\circ}09'15''$, a chord bearing of North $79^{\circ}41'17''$ West and a chord distance of 95.63 feet; thence along the arc of said curve a distance of 96.18 feet to a point on a compound curve to the left, said curve having a radius of 139.50 feet, a central angle of $21^{\circ}09'15''$, a chord bearing of North $79^{\circ}41'17''$ West and a chord distance of 51.21 feet; thence along the arc of said curve a distance of 51.50 feet; thence South $89^{\circ}44'05''$ West a distance of 166.45 feet; thence South $44^{\circ}44'05''$ West a distance of 48.79 feet; thence South $00^{\circ}15'55''$ East a distance of 3.74 feet; thence South $89^{\circ}44'05''$ West a distance of 174.97 feet; thence North $06^{\circ}06'52''$ West a distance of 228.93 feet; thence North $23^{\circ}03'37''$ West a distance of 178.64 feet; thence North $32^{\circ}46'37''$ West a distance of 109.86 feet; thence North $02^{\circ}45'25''$ East a distance of 70.33 feet; thence North $59^{\circ}32'25''$ West a distance of 97.44 feet to a point on a non-tangent curve to the left, said curve having a radius of 225.00 feet, a central angle of $03^{\circ}26'36''$, a chord bearing of South $27^{\circ}27'53''$ West and a chord distance of 13.52 feet; thence along the arc of said curve a distance of 13.52 feet; thence North $64^{\circ}15'25''$ West a distance of 50.00 feet; thence North $58^{\circ}54'53''$ West a distance of 86.82 feet; thence North $67^{\circ}48'49''$ West a distance of 135.75 feet; thence North $76^{\circ}17'48''$ West a distance of 104.87 feet; thence North $85^{\circ}13'34''$ West a distance of 115.90 feet to a point on a non-tangent curve to the left, said curve having a radius of 225.00 feet, a central angle of $05^{\circ}28'45''$, a chord bearing of South $02^{\circ}11'06''$ East and a chord distance of 21.51 feet; thence along the arc of said curve a distance of 21.52 feet; thence South $85^{\circ}04'31''$ West a distance of 50.00 feet; thence South $87^{\circ}54'50''$ West a distance of 147.59 feet; thence North $07^{\circ}04'29''$ West a distance of 50.58 feet; thence North $05^{\circ}27'55''$ East a distance of 27.67 feet; thence North $24^{\circ}27'28''$ East a distance of 69.30 feet to a point on a non-tangent curve to the right, said curve having a radius of 475.00 feet, a central angle of $04^{\circ}36'37''$, a chord bearing of North $77^{\circ}34'44''$ East and a chord distance of 38.21 feet; thence along the arc of said curve a distance of 38.22 feet; thence North $10^{\circ}06'58''$ West a distance of 50.00 feet; thence North $12^{\circ}32'31''$ West a distance of 185.34 feet; thence North $53^{\circ}29'02''$ West a distance of 132.39 feet; thence North $37^{\circ}01'22''$ West a distance of 44.94 feet; thence North $24^{\circ}13'32''$ West a distance of 61.31 feet; thence North

05°51'50" West a distance of 100.36 feet; thence North 30°52'51" West a distance of 31.75 feet to a point on the north line of the Northeast Quarter (NE/4); thence North 89°15'52" East along the said north line a distance of 1316.70 feet; thence South 00°43'48" East a distance of 392.33 feet; thence North 89°44'08" East a distance of 369.21 feet to the point of beginning containing 1,435,926.5569 square feet or 32.9643 acres more or less;

and otherwise known as

all of the real property described in the plat recorded on May 31, 2007 as document number 2007077960 in Book 65 Plats, at Page 42 of the Oklahoma County Clerk's Office's records and designated as The Grove Phase I, including specifically:

Lots One (1) through Fifty-six (56), inclusive, in Block One (1) of the plat of The Grove Phase I; and

Lots One (1) through Twenty (20), inclusive, in Block Two (2) of the plat of The Grove Phase I; and

Lots One (1) through Twenty (20), inclusive, in Block Three (3) of the plat of The Grove Phase I; and

Lots One (1) through Twelve (12), inclusive, in Block Four (4) of the plat of The Grove Phase I; and

Lots One (1) through Eight (8), inclusive, in Block Five (5) of the plat of The Grove Phase I; and

Lots One (1) through Two (2), inclusive, in Block Six (6) of the plat of The Grove Phase I; and

Common Area "A" of the plat of The Grove Phase I; and

Common Area "B" of the plat of The Grove Phase I.

EXHIBIT "B"

BY LAWS

EXHIBIT "B"
BY-LAWS OF
THE GROVE MASTER HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of this corporation is The Grove Master Homeowners Association, Inc. (hereinafter the "Homeowners Association"), a non-profit corporation.

ARTICLE II

PURPOSE AND PARTIES

2.01 The administration of every Property described in the Plat and the Declaration of Covenants and Restrictions of The Grove Addition (and any annexations thereto), of which these By-Laws are a part and which have been submitted to the provisions of 60 O.S. §§ 851 *et seq.*, by the recording of said Declaration of Covenants and Restrictions and the Exhibits thereto, including a true and correct copy of the By-Laws, shall be governed by these By-Laws. All definitions and terms contained in said Declaration of Covenants and Restrictions shall apply hereto and are incorporated herein by reference.

2.02 All present and future owners, future tenants of any lot, mortgagees and other persons who may use the facility of the Property in any manner are subject to these By-Laws, the Articles of Incorporation of The Grove Master Homeowners Association, Inc., the Declaration of Covenants and Restrictions, the rules and regulations of the Homeowners Association, and all agreements and easements relating thereto. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a lot shall constitute an agreement by such owner or occupant that these By-Laws, the Articles of Incorporation of The Grove Master Homeowners Association, Inc., the Declaration of Covenants and Restrictions, and the rules and regulations promulgated by the Homeowners Association or its Board of Directors, as they may be amended from time to time, are accepted as conditions and covenants running with the land and will be complied with.

2.03 The purpose of the corporation is to provide management, maintenance, preservation, control and rules and regulations and to enforce all mutual, common or reciprocal interests and all restrictions upon all property which may be within The Grove.

ARTICLE III

LOT OWNERS

3.01 **Membership.** Any person on becoming an owner of a lot shall automatically become a member of the Homeowners Association and be subject to these By-Laws. Such membership shall terminate without any formal action by the Homeowners Association whenever such person ceases to own a lot, but such termination shall not relieve or release any such former owner from any liability or obligation incurred under or in any way connected with the Homeowners Association, or impair any rights or remedies which the owners have either through the Board of Directors of the Homeowners Association or directly against such former owner or member arising out of or in any way connected with ownership and membership and the covenants and obligations incident thereto. The membership shall be deemed conveyed or encumbered with the lot even when such interest is not expressly mentioned or describe in the conveyance or other instrument.

3.02 **Annual Meetings.** Regular annual meetings of members of the Homeowners Association shall be held on the Project or such other suitable place convenient to the members as may be designated by the Board. The first meeting of the Homeowners Association shall be held on September 20, 2007, or other date designated by the Board.

3.03 **Special Meetings.** A special meeting of members of the Homeowners Association shall be promptly called by the Board upon the vote for such a meeting by a majority of a quorum of the Board or upon receipt of a written request therefore signed by members representing twenty-five percent (25%) of the total voting power of the Homeowners Association or by members representing fifteen percent (15%) of the voting power residing in members other than Declarant.

3.04 **Notice of Meetings.** The Board shall give written notice of regular and special meetings to members by depositing or mailing a notice to each member which shall specify the place, day and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken. Except in the case of an emergency, notice shall be deposited or mailed to each member at least ten (10) days prior to the meeting.

3.05 **Quorum.** Except as otherwise provided in these By-Laws, the presence in person or by proxy of Owners constituting a majority of the voting power of the Association shall constitute a quorum at all meetings of the lot owners. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. An affirmative vote of a majority of the voting power present at the meeting, either in person or by proxy, shall be required to transact the business of the meeting except wherein the Declaration of Covenants and Restrictions, the By-Laws or by law a higher percentage vote is required.

3.06 **Proxies.** At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by

the member of his lot or upon receipt of notice by the secretary of the Board of the death or judicially declared incompetence of such member.

3.07 Adjournment. In the absence of a quorum at the commencement of a members' meeting, a majority of those present in person or by proxy may adjourn the meeting to another time, but may not transact any other business. Any meeting adjourned for lack of a quorum shall be continued to a date not less than five (5) days and not more than thirty (30) days from the original meeting date. The quorum for such a reconvened meeting shall be twenty-five percent (25%) of the total voting power of the Homeowners Association.

3.08 Voting. The owner or owners of each lot shall be entitled to one vote for each lot owned by said owner or owners. Provided, however, that the Declarant shall be entitled to three (3) votes for each lot in which it holds the interest required for membership by Section 6.01 of the Declaration of Covenants and Restrictions of The Grove Addition. Whenever more than one person holds such interest in any lot, the vote for such lot shall be exercised as those Owners themselves determine and advise the secretary prior to the meeting. In the absence of such advice, the lot's vote shall be suspended in the event more than one person seeks to exercise it. Each vote shall have equal value.

3.09 Order of Business. The order of business of all meetings of the Homeowners Association shall be as follows:

- (a) Roll call and certifying proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of unapproved minutes;
- (d) Reports of officers;
- (e) Reports of Board of Directors;
- (f) Reports of committees;
- (g) Unfinished business (including elections, if applicable);
- (h) New business;
- (i) Adjournment.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION, TERM OF OFFICE

4.01 Number and Term of Directors. The Board shall consist of three (3) directors, each of whom shall be a lot owner or an agent of Declarant (while Declarant remains a lot owner). The directors shall serve concurrent terms of one (1) year. The initial directors, who shall be appointed by the Declarant, shall serve until the first meeting of the Homeowners Association; thereafter, all directors shall be appointed, elected and removed according to these By-Laws and the Declaration. So long as the Declarant owns one or more lots or any property in the Addition, the Declarant shall be entitled to appoint at least two (2) members of the Board who need not be lot owners. After the Declarant has conveyed all lots and property and is no longer entitled to appoint two members of the Board, all directors shall be lot owners (or have a beneficial ownership interest in a lot as a trustee or otherwise).

4.02 Election of Board of Directors.

(a) Nominations. Nominations for election to the Board may be made by nominations from the floor at the annual meeting or at such other meetings specially called for the purpose of electing members of the Board. Each lot owner may nominate up to three (3) nominees.

(b) Cumulative Voting. Elections of Board members shall be by secret written ballot and cumulative voting. The nominees receiving the highest number of votes shall be deemed elected to the Board.

4.03 Removal. The entire Board may be removed from office by a majority vote of total voting power of the Association. An individual elected director may be removed from office prior to the expiration of his/her term by a two-thirds (2/3) vote of total voting power of the Association. No director, other than the Declarant or Declarant's agent, shall continue to serve on the Board if, during his term of office, he shall cease to be a lot owner.

4.04 Vacancies. Vacancies in the Board caused by any reason other than the removal of a director by vote of the members shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until a successor is elected at the next annual meeting of the Homeowners Association or at a special meeting of the members called for that purpose.

ARTICLE V

MEETINGS OF DIRECTORS

5.01 Regular Meetings. Regular meetings of the Board shall be conducted at least bi-annually at a time and place within or near the Project as may be fixed by the Board. Notice of the time and place of regular meetings shall be delivered to each director personally or by fax, mail or telephone at least three (3) days prior to the day named for the meeting, unless an emergency exists and the directors are required to meet sooner.

5.02 Special Meetings. A special meeting of the Board may be called by written notice signed by the president of the Homeowners Association or by any two (2) directors. Notice shall be provided to all directors in the manner prescribed for notice of regular meetings and shall include a description of the nature of any special business to be considered by the Board.

5.03 Waiver of Notice. Before or at any meeting of the Board, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice to that director. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place of the meeting.

5.04 Quorum. The presence in person of a majority of the directors at any meeting of the Board shall constitute a quorum for the transaction of business and the acts of a majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there shall be less than a quorum present, a majority of those present

may adjourn from time to time. At any such subsequent meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

5.05 Adjournment: Executive Session. The Board may, with the approval of a majority of a quorum of the directors, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, confidential matters, litigation in which the Homeowners Association is or may become involved and orders of business of a similar nature. The general nature of any and all business to be considered in executive session shall first be announced in open session.

5.06 Board Meetings Open to Members. Regular and special meetings of the Board shall be open to all members of the Homeowners Association; provided, however, members who are not on the Board may not participate in any deliberation or discussion unless expressly so authorized by vote of a majority of a quorum of the Board.

5.07 Managing Agent and/or Manager. The Board may employ for the Project a managing agent and/or manager at a compensation established by the Board to perform such duties and services as the Board shall authorize.

5.08 Fidelity Bonds. The Board shall attempt to obtain adequate fidelity bonds for all officers and employees of the Project handling or responsible for Project funds. The premium for such bonds shall constitute a common expense.

5.09 Compensation. No member of the Board shall receive any compensation from the Homeowners Association or lot owners for acting as such.

5.10 Liability of the Board of Directors. The members of the Board shall not be liable to the lot owners for any mistake of judgment, negligence or otherwise except for their own individual willful misconduct or bad faith. The lot owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Homeowners Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration of Covenants and Restrictions or of these By-Laws. It is intended that the members of the Board shall have no personal liability with respect to any contract made by them on behalf of the Homeowners Association or the Project. It is understood and permissible for the original Board, who are members of or employed by Declarant, to contract with the Declarant and affiliated corporations without fear of being charged with self-dealing. It is also intended that the liability of any lot owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interests of all the lot owners in the Common Elements. Every agreement made by the Board or by the managing agent or by the director on behalf of the Homeowners Association shall provide that the members of the Board, or the managing agent or the manager, as the case may be, are acting only as agents for the lot owners and shall have no personal liability thereunder (except as lot owners) and that each lot owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all lot owners in the Common Elements.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

6.01 Powers and Duties. The Board shall have the powers and duties necessary for the administration of the Property and may do all such acts and things except as by law or by the Declaration of Covenants and Restrictions or by these By-Laws may not be delegated to the Board by the lot owners. Without limitation on the generality of the foregoing powers and duties, the Board shall be vested with, and responsible for, the following powers and duties:

(a) To select, appoint, supervise and remove all officers, agents and employees of the Homeowners Association; to prescribe such powers and duties for them as may be consistent with law and with the Articles of Incorporation of The Grove Master Homeowners Association, Inc., the Declaration of Covenants and Restrictions and these By-Laws; and to require from them security for faithful service when deemed advisable by the Board;

(b) To enforce the applicable provisions of the Declaration of Covenants and Restrictions, these By-Laws and other instruments relating to the ownership, management and control of the Project;

(c) To adopt and publish rules and regulations governing the use of the Common Elements and facilities and the personal conduct of the members and their guests thereon and to establish procedures and penalties for the infraction thereof, subject to approval of the membership;

(d) To pay all taxes and assessments which are or could become a lien on the Common Elements or a portion thereof;

(e) To contract for casualty, liability and other insurance on behalf of the Homeowners Association as provided in the Declaration of Covenants and Restrictions;

(f) To cause the Common Elements to be maintained and to contract for goods and/or services for the Common Elements or for the Homeowners Association, subject to the limitations set forth in this Article;

(g) To delegate its powers to committees, officers or employees of the Homeowners Association or to a management company pursuant to a written contract as expressly authorized by the Declaration of Covenants and Restrictions and these By-Laws;

(h) To prepare budgets and financial statements for the Homeowners Association as prescribed in these By-Laws;

(i) To initiate and execute disciplinary proceedings against members of the Homeowners Association for violations of the provisions of the Declaration of Covenants and Restrictions, these By-Laws and such rules as may be promulgated by the Board in accordance with procedures set forth in these By-Laws;

(j) To enter upon any privately owned lot as necessary in connection with inspection, construction, maintenance, enforcement or emergency repair for the benefit of the Common Elements of the owners;

(k) To borrow money and incur indebtedness for purposes of the Homeowners Association and to cause to be executed and delivered therefore in the Homeowners Association's name promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefore;

(l) To fix and collect regular and special assessments according to the Declaration of Covenants and Restrictions and these By-Laws and, if necessary, to record a notice of assessment and foreclose the lien against any lot for which an assessment is not paid within thirty (30) days after the due date or bring an action at law against the owner personally obligated to pay such assessment. All reserves for capital expansion, repair and maintenance shall be transferred to and held in a trust fund or funds for such purpose established by a vote of a majority of members and shall be expended only in the manner prescribed.

(m) To prepare and file annual tax returns with the federal government and the State of Oklahoma and to make such elections as may be necessary to reduce or eliminate the tax liability of the Homeowners Association. Without limiting the generality of the foregoing, the Board may, on behalf of the Homeowners Association, elect to be taxed, if possible, under Section 528 of the Internal Revenue Code or any successor statute conferring income tax benefits on owners' associations. In connection therewith, the Board shall take such steps as are necessary to assure that the income and expense of the Homeowners Association for any taxable year shall meet the following limitations and restrictions;

(n) At least eighty percent (80%) of the gross income of the Homeowners Association for any taxable year shall consist solely of amounts received as membership dues, fees or assessments from lot owners;

(o) At least ninety percent (90%) or more of the expenditures of the Homeowners Association for any taxable year shall be for the acquisition, construction, management, maintenance and care of the Homeowners Association's Property;

(p) No part of the net earnings of the Homeowners Association shall inure (other than by acquiring, constructing or providing management, maintenance and care of the Homeowners Association's Property and other than by a rebate of excess membership dues, fees or assessments) to the benefit of any private individual.

6.02 Limitation of the Board's Power. Except with the vote or written assent of a majority of the voting power of the Homeowners Association residing in members other than Declarant, the Board shall be prohibited from taking any of the following actions:

(a) Incurring aggregate expenditures for capital improvements to the Common Elements in any fiscal year in excess of ten percent (10%) of the budgeted gross expenses of the Homeowners Association for that fiscal year;

(b) Selling during any fiscal year Property of the Homeowners Association having an aggregate fair market value greater than ten percent (10%) of the budgeted gross expenses of the Homeowners Association for that fiscal year;

(c) Paying compensation to directors or to officers of the Homeowners Association for services performed in the conduct of the Homeowners Association's business, provided, however, that the Board may cause a director or officer to be reimbursed for expenses incurred in carrying on the business of the Homeowners Association;

(d) Entering into a contract with a third person wherein the third person will furnish goods or services for the Common Elements or the Homeowners Association for a term longer than one (1) year with the following exceptions:

1. Management contract;
2. A contract with public utility company if the rates charged for the materials or services are regulated by the Corporation Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate;
3. Prepaid casualty and/or liability insurance policies not to exceed three (3) years' duration provided that the policy permits for short rate cancellation by the insured;
4. Any agreement for professional management of the Project or any other contract providing for services to Declarant shall provide for termination by either party without cause or payment of a termination fee on one hundred eighty (180) days' or less written notice and shall provide for a maximum contract term of three (3) years.

ARTICLE VII

OFFICERS AND DUTIES

7.01 Enumeration and Term. The officers of this Homeowners Association shall be a president, vice-president, a secretary, treasurer and such other officers as the Board may from time to time by resolution create. The officers shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall sooner resign or shall be removed or otherwise disqualified to serve. A person may serve as both a director and officer of the Association.

7.02 Election of Officers. Except as to the initial officers who shall be elected by the Board appointed by the Declarant as herein provided, the election of officers shall take place at the first meeting of the Board following each annual meeting of the members.

7.03 Resignation and Removal. Any officer may be removed from office by a majority of the Board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignations shall take effect on the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

7.04 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

7.05 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to this Article.

7.06 Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board and the Homeowners Association (members); shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks (unless the authority to sign checks in the ordinary course of the Homeowners Association's business has been delegated to a management company as provided in the By-Laws) and promissory notes.

(b) Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary/Treasurer. The secretary/treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep together with their address; receive and deposit in appropriate bank accounts all monies of the Homeowners Association and shall disburse such funds as directed by resolution of the Board; shall co-sign all checks and promissory notes of the Homeowners Association; keep proper books of accounts and prepare or have prepared financial statements as required in these By-Laws; and shall perform such other duties as provided by the Board. The duty of the secretary/treasurer to receive and deposit funds and to sign checks in the ordinary course of the Homeowners Association's business may be delegated to a management company as provided in these By-Laws.

7.07 Compensation of Officers. No officer shall receive any compensation from the Homeowners Association or lot owners for acting as such.

ARTICLE VIII

MAINTENANCE AND ASSESSMENTS

Pursuant to the procedures and guidelines as set forth in the Declaration of Covenants and Restrictions, the Board shall levy, collect and enforce regular and special assessments for the

operation of the Homeowners Association and for management, maintenance and operation of the Common Elements. The assessments shall be used exclusively to promote the recreation, health, safety and welfare of all residents in the entire Project for improvement and maintenance of the Common Elements for the common good of the Project. Regular assessments shall include an adequate reserve fund for maintenance, repairs and replacements of the Common Elements.

ARTICLE IX

DISCIPLINE OF MEMBERS: SUSPENSION OF RIGHTS

The Homeowners Association shall have no power to cause a forfeiture or abridgment of an owner's right to the full use and enjoyment of his individually owned lot on account of a failure by the owner to comply with provisions of the Declaration of Covenants and Restrictions, these By-Laws or of duly enacted rules of operation for the Common Elements and facilities, except where the loss or forfeiture is the result of the judgment of a court or a decision arising out of arbitration or on account of a foreclosure or sale under a power of sale for failure of the owner to pay assessments levied by the Homeowners Association. Notwithstanding the foregoing, the Board shall have the power to impose reasonable monetary penalties, temporary suspensions of an owner's rights as member of the Homeowners Association or other appropriate discipline for failure to comply with the Declaration of Covenants and Restrictions, these By-Laws or duly enacted rules; provided that an owner subject to such possible penalties shall be given reasonable notice and the opportunity to be heard by the Board with respect to the alleged violations before a decision to impose discipline is reached. In the case in which monetary penalties are to be imposed, such penalties shall be according to a schedule of penalties related to specific offenses, which schedule shall be proposed by the Board and approved by the vote of written assent of a majority of the voting power of the Association. Such penalties shall bear a reasonable relationship to the conduct for which the penalty is imposed and may only be imposed prospectively.

ARTICLE X

BUDGETS, FINANCIAL STATEMENTS, BOOKS AND RECORDS

10.01 Budgets and Financial Statements. Financial statements for the Homeowners Association shall be regularly prepared and copies shall be distributed to each member of the Homeowners Association as follows:

- (a) A pro forma operating statement (budget) for each fiscal year shall be distributed annually, commencing in 2008.
- (b) A balance sheet and an operating statement shall be distributed annually, commencing in 2008. This operating statement shall include a schedule of assessments received and receivable identified by the number of the lot and the name of the lot owner assessed, commencing in 2008.

(c) A balance sheet as of the last day of the Homeowners Association's fiscal year and an operating statement for said fiscal year shall be distributed annually.

(d) In the event a holder, insurer or guarantor of any first mortgage that is secured by a lot in the Project submits a written request therefore, the Homeowners Association will provide an audit statement for the preceding fiscal year.

10.02 Fiscal Year. The fiscal year of the Homeowners Association shall be designated by resolution of the Board. In the absence of such resolution, the fiscal year shall be the calendar year.

10.03 Inspection of Homeowners Association's Books and Records. The membership register, books of account and minutes of meetings of the members, of the Board and of committees of the Board or Homeowners Association shall be made available for inspection and copying by any member of the Homeowners Association or by his duly appointed representative at any reasonable time and for a purpose reasonably related to his interest as a member at the office of the Homeowners Association or at such other place within the Project as the Board shall prescribe. Such inspection may take place on weekdays during normal hours following at least four (4) business days' written notice to the Board by the member desiring to make the inspection. Any member desiring copies of any document shall pay the reasonable cost of reproduction. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Homeowners Association and the physical properties owned or controlled by the Homeowners Association. The right of inspection by a director includes the right to make extracts and copies of documents.

ARTICLE XI

AMENDMENT OF BY-LAWS

11.01. Amendment. Except as may be provided otherwise in these By-Laws, the By-Laws may be amended by a vote or written assent of owners possessing at least two-thirds (2/3) of the total voting power of the Association as established by the Declaration of Covenants and Restrictions; provided, however, that each of the particular requirements set forth in 60 O.S. §§ 850 through 855, inclusive, as it now reads or may be hereafter amended shall always be embodied in the By-Laws. Such modification or amendment shall not become operative unless set forth in an amendment to the By-Laws that is duly recorded in the office of the County Clerk of Oklahoma County, Oklahoma.

11.02. Declarant's Right to Amend. Notwithstanding anything to the contrary in this Declaration, the Declarant shall have the absolute right to unilaterally amend these By-Laws; provided, however, that each of the particular requirements set forth in 60 O.S. §§ 850 through 855, inclusive, as it now reads or may be hereafter amended shall always be embodied in the By-Laws. Such modification or amendment shall not become operative unless set forth in an amendment to the By-Laws that is duly recorded in the office of the County Clerk of Oklahoma County, Oklahoma. Any such amendment to the By-Laws must be signed by the Declarant and recorded in the office of the County Clerk of Oklahoma County, Oklahoma.

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.01 Regulations. All owners, tenants or their employees or any other person that might use the facilities of the Project in any manner are subject to the regulations set forth in these By-Laws and in the Project documents and to all reasonable rules enacted pursuant to the Declaration of Covenants and Restrictions. Acquisitions, rental or occupancy of any lot shall constitute acceptance and ratification of the provisions each of the foregoing.

12.02 Indemnity of Officers and Directors. Each director and officer shall be indemnified by the Homeowners Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him by judgment or settlement in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or an officer of the Homeowners Association, except in cases of fraud, gross negligence or bad faith of the director or officer in the performance of his duties.

12.03 Committees. In addition to the Design Review Committee, the Board may create or appoint such other committees as deemed appropriate in carrying out its purpose.

12.04 Notices. Any notice permitted or required to be given by the Project documents may be delivered either personally or by mail or as otherwise specifically provided in the Project documents. If delivery is by mail, it shall be deemed to have been given seventy-two (72) hours after a copy of the same has been deposited in the U.S. Mail, postage prepaid, return receipt requested, addressed to each person at the current address given by such person to the secretary of the Homeowners Association or addressed to the lot of such person if no address has been given to the secretary; provided, however, that notice of regular or special meetings of members may be delivered or mailed without a return receipt. Provided further that notice to the Design Review Committee shall be addressed to the address set forth in the Design Review Committee's Architectural and Design Rules, as amended from time to time.

12.05 Conflict in Documents. In the event that any inconsistency or conflict exists between the terms of the Declaration, these Bylaws or any rule or regulation then in force, the inconsistency or conflict shall in every instance be controlled by the Declaration.

ARTICLE XIII

OBLIGATIONS OF THE OWNERS

13.01 Assessments.

(a) Assessments. Assessments shall be due yearly in advance on the first day of each year. After yearly assessments have been set by the Board, the Board shall prepare and deliver or mail to each owner an individual statement of the owner's yearly assessment; thereafter, yearly statements shall be prepared and delivered or mailed annually, or more often in

the event of a change in the assessment or the levying of a special assessment and/or if deemed desirable or necessary by the Board.

(b) Basis for Assessments. The assessments made for common expenses shall be based upon the estimated cash requirements as the Board determines is to be paid by all of the owners, including the Declarant, to provide for the payment of all estimated expenses growing out of or connected with the maintenance, repair, operation, additions, alterations and improvements of and to the Common Elements, which sum may include, but shall not be limited to, expenses of management; taxes and special assessments until separately assessed; premiums for fire insurance with extended coverage and vandalism and malicious mischief (with endorsements issued in the amount of the maximum replacement value of all of the Common Elements); casualty and public liability and other insurance premiums; landscaping and care of grounds; repair and replacement of the entrance gate; common lighting; repairs and renovations; removals of pollutants and trash collections; wages, utility charges for Common Elements; beautification and decoration; professional fees, including legal and accounting fees, management fees, expenses and liabilities incurred by the managing agent or Board on behalf of the owners under or by reason of the Declaration of Covenants and Restrictions and the By-Laws of the Homeowners Association; for any deficit arising or any deficit remaining from a previous period; the creation of a reasonable contingency fund, reserves, working capital and sinking funds as well as other costs and expenses relating to the Common Elements. In the event the cash requirements for Common Elements exceed the aggregate assessments made pursuant to this Article, the Board may from time to time and at any time make pro rata increases or decreases in the yearly assessments and/or shall be authorized to change the frequency of assessments. The omission or failure to fix the assessment for any period shall not be deemed a waiver, modification or a release of the owner from their obligations to pay the same.

(c) Special Assessments. In addition to those assessments described in paragraph (a) above, special assessments may be made from time to time by the Board to meet other needs or to construct or establish facilities deemed of benefit to the Homeowners Association and the owners by the Board or to overcome deficits in the operating budgets; however, there shall be no special assessments for additions, alterations or improvements of or to the Common Elements requiring an expenditure by the Homeowners Association in excess of \$20,000.00 in any one calendar year without the prior approval (by vote or written consent) of a majority of the voting power of the Association. Such limitations shall not be applicable, however, to special assessments for the replacement, repair, maintenance or restoration of any Common Elements which are to be paid for by the Homeowners Association according to the Declaration of Covenants and Restrictions and these By-Laws.

(d) Owner's Personal Obligation for Payment of Assessments. The amount of total assessments against such lot shall be the personal and individual debt of the owner thereof. The Board shall have the responsibility to take prompt action to collect any unpaid assessment in accordance with the terms of the Declaration of Covenants and Restrictions.

ESTABLISHMENT OF BY-LAWS

The undersigned, being the Declarant, all of the Owners, and a majority of the initial directors appointed by Declarant, pursuant to the Declaration of Covenants and Restrictions of The Grove Master Homeowners Association, Inc. and the Articles of Incorporation, do hereby certify the foregoing to be the By-Laws of The Grove Master Homeowners Association, Inc. and by our signatures hereto, do hereby adopt the foregoing By-Laws as of the 19th day of June, 2007.

**CALIBER DEVELOPMENT COMPANY,
LLC,
a Delaware Limited Liability Company**

By: _____
Jade Noles, its President

Jack Tarver, Director

Jade Noles, Director

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 19th day of June, 2007, personally appeared Jade Noles, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the President of CALIBER DEVELOPMENT COMPANY LLC, a Delaware Limited Liability Company, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires:

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 19th day of June, 2007, personally appeared Jade Noles, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Director of The Grove Master Homowners Association, an Oklahoma corporation, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires:

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 19th day of June, 2007, personally appeared Jack Tarver, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Director of The Grove Master Homowners Association, an Oklahoma corporation, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires:

EXHIBIT "C"

THE INITIAL ARCHITECTURAL AND DESIGN RULES

(These Rules may be amended from time to time and any amendment rules shall have the same force and effect as if fully set forth herein.)

EXHIBIT "C"

**THE INITIAL ARCHITECTURAL AND DESIGN RULES
ADOPTED BY THE DESIGN REVIEW COMMITTEE
OF THE GROVE ADDITION**

The following uses and restrictions are hereby adopted by the Design Review Committee as a guide for the review and approval of any Improvement upon any Lot or Common Areas. These rules are intended as a guide to the Design Review Committee in order to maintain the harmony, character and charm of The Grove Addition ("The Grove") and to enhance the value of each Lot and the neighborhood as a whole. The rules may be amended at any time as provided in the Declaration of Covenants and Restrictions of The Grove Addition.

I. Limitation of Liability for Approval of Plans. Review and approval of any application is made primarily on the basis of aesthetic considerations and the Declarant, Association, Board and/or Design Review Committee shall NOT bear any responsibility for ensuring the structural integrity or soundness of approved new construction or construction modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, Association, Board nor the Design Review Committee, or any member thereof, shall be held liable for any injury, damages or loss arising out of the manner, quality and/or suitability of approved new construction or construction modification occurring on any Lot.

II. Minimum Rules and Restrictions Applicable to All Lots.

a. **Submission of Plans for Approval.** No construction or erection of any nature whatsoever shall be commenced or maintained upon any Lot or the Common Elements (except as is installed or approved by the Declarant in connection with the initial construction of structures or buildings on the property); nor shall any exterior addition to, or change or alteration thereon, be made unless and until two (2) sets of the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to the Design Review Committee and approved in writing by the Design Review Committee as to the harmony of external design and location in relation to surrounding structures and topography. A detailed description or samples of exterior building materials (i.e., brick, stone, roofing, paint, siding and trim) shall be presented to the Design Review Committee along with the plans and specifications. Applicants seeking approval of the Design Review Committee shall submit a duplicate application on the form attached hereto accompanied by all required documentation in duplicate.

b. **Landscaping and Lawns.** Landscaping is an essential element of design at The Grove. Except as otherwise approved in writing by the Design Review Committee, the Owner of each Lot shall be required to expend the minimum sum of ½ of 1% of the total cost of the Home and Lot for trees and shrubs or perennial plants to be placed on each Lot owned. Unless an extension is approved by the Design Review Committee, the expenditure must be made and the trees and shrubs planted either: (i) within four (4) months after the date a certificate of occupancy is issued for the Lot; or (ii) if the Lot Owner is a licensed builder, then prior to transfer of possession of the Lot from the Owner to a subsequent buyer, whichever is applicable. If both (i)

and (ii) are applicable, then whichever is later. No amount paid for grass, dirt, sprinkler systems, etc. shall qualify for this minimum expenditure. No removal of landscaping (other than replacement of dead trees or shrubs with equivalent trees or shrubs) shall take place without the approval of the Design Review Committee. Builders may submit typical landscaping plans to the Design Review Committee for pre-approval for a series of homes in a particular subdivision. Once pre-approved in writing, it shall be necessary for a Builder to submit individual plans only in the event of substantial deviation from pre-approved landscaping plans. Front and side yards shall be sodded with grass within ninety (90) days of occupancy of a home. On each Lot there will be no less than two trees. On Lots adjacent to main thoroughfares within The Grove, the Design Review Committee may, in its discretion, require additional landscaping and features than would otherwise be required.

c. Exterior. Design Review Committee approval is not required for exterior lighting if the lighting is installed in accordance with the following guidelines: Exterior lights shall be conservative in design and as small in size as is reasonably practical. Exterior lighting shall be directed toward the house and be of low wattage (limited to 2,000 lumens) to minimize glaring sources to neighbors and other homeowners. Lighting for walkways generally must be directed toward the ground. Lighting fixtures shall be dark colored so as to be less obtrusive. Low voltage (12 volts) lighting is preferable to conventional house-voltage systems because of its safety advantages. Any deviation from the aforementioned guidelines or use of high-wattage spotlight, floodlights or ballasted fixtures (sodium, mercury, multi-vapor, fluorescent, metal halide, etc.) requires reviewer approval. The Design Review Committee may take into consideration the visibility and style of the fixture and its location on the home.

d. Architectural Styles. The Design Review Committee shall have the ultimate authority and discretion in approving the architectural styles of structures in The Grove and may in this regard make the final determination whether the style of home proposed is in harmony with the atmosphere of the development and in conformity with the intent of the Design Review Committee.

e. Roof Construction. In addition to the approval of the Plans and Specifications for construction of buildings and structures on any Lot, all roofs and roof materials shall be specifically submitted, by separate letter, to the Design Review Committee for their review and written approval prior to construction of the structure or installation of roofing material. Acceptable roofing materials shall include, but not be limited to, 25 year roofing material of composite shingle (weathered wood or shadow grey color) or other roofing materials approved by the Design Review Committee.

f. Fences and Retaining Walls. No fence or retaining wall shall be constructed or installed until the location, design, style, material and quality of same shall have been approved by the Design Review Committee. The Design Review Committee may prevent fencing from being erected or maintained upon any Lot to the extent said fencing may interfere with or is inconsistent with the appearance of nearby Common Elements or other features of the Grove. Property perimeter fences shall not exceed six feet six inches in height, unless a variance is granted by the Design Review Committee. Fencing erected or maintained upon any Lot shall be dog-eared and made of pine or cedar, unless a variance is granted by the Design Review Committee or unless otherwise required by the Design Review Committee. Fences may be

constructed in side or rear yards with the written approval of the Design Review Committee. Owners are prohibited from erecting and maintaining chain link fences in the Grove, except that Declarant shall have the right to erect and maintain chain link fencing upon the Common Areas in places deemed appropriate by Declarant. Except as otherwise provided in the preceding sentence, all fencing in the Grove that is within twenty (20) feet of any Common Area greenbelt or proposed greenbelt shall be wrought iron style fencing (i.e. aluminum fencing with a similar appearance to wrought iron), unless a variance is granted by the Design Review Committee.

Any fences, whether constructed by a Lot owner or a Builder, shall be well repaired and maintained. In the event a fence or wall is damaged, deteriorated or destroyed, the Lot owner shall repair or recondition the fence or wall at the Lot owner's expense, except for any retaining wall or fence located on a Lot and expressly designated in the Declaration to be an improvement to be maintained, repaired or replaced by the Grove Master Homeowners Association. For any such retaining wall or fence, the Association shall repair or recondition the fence or wall at the Association's expense.

g. Construction Period. Upon commencement of excavation for construction on any Lot or Lots in this plat, the work must be continuous, weather permitting, until the Residence and other Improvements are completed. No delay in the course of construction within a period of twelve (12) months will be permitted, unless further extension of time for the completion of said Residence and Improvements is given by the Design Review Committee. If no such consent is given by the Design Review Committee, the Declarant or its designee may, but shall not be obligated to, complete such construction at the expense of the Owner.

h. Roof Pitch. Roof pitch minimum shall be 6/12 pitch.

i. Structure. The foundation of structures shall either be (a) a footing and stem wall foundation; or (b) a pier and grade with a front brick pocket.

j. Certain Satellite Dishes Permitted. Standard satellite dishes satisfying all of the following requirements may be installed upon a Lot without first obtaining Design Review Committee approval: (i) the satellite dish shall be equal to or less than 18 inches in diameter; (ii) the satellite dish shall be attached to the roof of the residence; and (iii) the satellite dish shall not be visible to a person six feet tall, standing on any part of the front property line of the Lot upon which the satellite dish is situated. Satellite dishes failing to meet all of aforementioned requirements shall not be erected, used or maintained outdoors on any Lot without the prior written consent of the Design Review Committee.

k. Pool Cabanas and Detached Buildings. No metal buildings, tents, trailers or temporary structures shall be permitted to be erected or maintained within the Project. Provided, however, pool cabanas, studios, guest cottages, gazebos, greenhouses and other outbuildings may be constructed and maintained after the plans, specifications, design, size and location of same have been approved in writing by the Design Review Committee. Such structures must correspond in style and architecture to the principal residence and must exist in harmony in relation to neighboring living dwellings and property. No commercial business will be allowed in any Detached Building. Detached Buildings shall be no larger than eight feet in depth by

eight feet in width and six feet in height, unless a variance is issued by the Design Review Committee.

l. Treehouses and Playground Equipment. Treehouses or platforms in trees are prohibited. No play towers or other similar structures or equipment shall be located in front of the front building limit line or within fifteen (15) feet of any Lot boundary.

m. Garages. Garages shall be attached to the Residence, unless a variance is issued. Garages shall be compatible with and complementary to the main residence in architectural style, material, color and location. Review shall be made on a case-by-case basis. Each Residence shall have a minimum garage capacity of two cars and a maximum garage capacity of three cars.

n. Basketball Goals and Sports Equipment. Basketball hoops/goals attached to the home or garage are prohibited. Temporary or unaffixed basketball hoops/goals that are Visible From Neighboring Property shall not be maintained overnight on any Lot. No Design Review Committee approval is required for the installation of play and sports equipment in fenced-in rear and side yards that is no taller than seven (7) feet. Owners shall exercise consideration towards neighbors; any such equipment shall be set back a reasonable distance from adjacent property lines so as to avoid disturbance of neighbors.

o. Signs. In addition to those requirements and rights set forth in the Declaration, placement of any sign on a Lot shall be governed by the following rules, as follows:

1. Builder or Trade Signs. One builder sign and permit board shall be allowed with Design Review Committee approval; however, no subcontractor or trade signs shall be permitted. Without prior Design Review Committee's approval, a single Realtor or For Sale by Owner sign may be placed on a property while the property is "for sale" and a single Open House sign may be placed on a property during an Open House but must be removed promptly after the event. At no time will a Realtor or Builder sign be placed at any location in The Grove except on the Owner's Lot. Builder and Realtor signs are subject to review as to location, color, size and detailing. A builder sign shall be erected on the Lot prior to the commencement of any work, including clearing or grading. Builder and Realtor signs shall be securely erected and no signs or permits shall be placed in trees. The builder, Realtor and For Sale by Owner signs shall be removed within 5 days of the closing of a Lot unless a longer period is granted in advance by the Design Review Committee.

2. Security Signs. One security sign may be permitted without the Design Review Committee's prior approval in the front yard located either adjacent to the driveway or in close proximity to the front entrance of the main dwelling. The Design Review Committee may impose size, shape and color restrictions on security signs.

3. For Lease Signs. One temporary sign per Residential Dwelling that advertises property for lease, which stands no more than 4 feet high, which has dimensions of no more than 2 feet by 3 feet, and which is conservative in color and style, may be installed on a Lot without the Design Review Committee's prior approval. Temporary

signs may be displayed only while the house is for lease and must be removed when the property is no longer for lease.

Installation or relocation of all signs other than set forth above or other than provided for in the Declaration requires Design Committee approval. Additionally, the Design Review Committee shall have the right to demand and require any Owner to remove any sign from any Lot, regardless of whether said sign complies with the technical requirements of the Declaration or these Rules.

p. Erosion Control. During construction of any improvements on any Lot, erosion control must be maintained by the Owner/Builder to control runoff onto the street, common areas or adjoining property.

q. Mailboxes. Each home's mailbox must be identical in color, design, shape and appearance to the other mailboxes. Each mailbox will be either wrought iron or metal and shall conform to the Design Review Committee's specifications, which are available upon request. Additional structures or features are prohibited, without approval of the Design Review Committee. Newspaper tubes are prohibited.

r. Chimneys. Chimneys will be of brick, stone or other material approved by the Design Review Committee.

s. Yard Ornaments. No sculpture or lawn ornaments of any kind will be permitted in yards visible from the street without the written consent of the Design Review Committee.

t. Carports and Clotheslines. No clotheslines shall be installed, placed, erected or maintained on any Lot. No carports shall be installed, placed, erected or maintained on any Lot, without the Design Review Committee's prior approval. Any carports submitted for Design Review Committee approval are encouraged to be entirely located behind the frontline of the Residence.

u. Dog Related Structure: No animal structure shall provide shelter for more than three (3) dogs over six (6) months of age. One dog-related structure is permitted without Design Review Committee approval so long as the structure is not Visible From Neighboring Property (as that term is defined in Section 1.22 of the Declaration). If a dog-related structure is Visible From Neighboring Property, then Design Review Committee approval is required and screening, fencing or landscaping may be required by the Committee prior to any approval.

v. Birdbaths, Birdhouses and Birdfeeders: Design Review Committee approval is not required for one rear yard installation of any birdhouse or birdfeeder no more than 12 by 24 inches in size. Design Review Committee approval is not required for one rear yard installation of a birdbath that is no more than 30 inches in height, including any pedestal. The installation of birdbaths, birdhouses and birdfeeders in front or side yards and/or the installation of multiple birdbaths, birdhouses or birdfeeders requires approval by the Design Review Committee.

w. Flagpoles: Design Review Committee approval is not required for the installation of a single flagpole so long as it does not exceed 20 feet above finished grade. If located in the front yard, a flagpole must be at least 15 feet from the front property line.

x. Pools. Design Review Committee approval is required for the construction or installation of pools. Pools shall be an integral part of the deck or patio area and/or the rear yard landscaping. Pools shall be located in the rear or side yard and shall be installed in such a way that it is not Visible From Neighboring Property. Pools shall be fenced for safety purposes and Owners may be required to install safety features (gate locks or pool covers) when they are not in use. Any building associated with a pool is considered to be a Detached Building.

y. Hot Tubs and Saunas. Design Review Committee approval is required for the installation of any outdoor hot tub, Jacuzzi, sauna or spa. Any hot tub, Jacuzzi, sauna or spa shall be an integral part of the deck or patio area and/or the rear yard landscaping. A hot tub, Jacuzzi, sauna or spa shall be located in the rear or side yard, shall be installed in such a way that it is not Visible From Neighboring Property and shall not create an unreasonable level of noise for adjacent property owners. Owners may be required to install safety features such as locks or covers for these items when such are not in use.

z. Minimum Residence Square Footage. Any Residence constructed upon said Lots in The Grove shall have a minimum square footage of 1400 square feet, unless a variance is granted by the Design Review Committee.

aa. Setback. Each Residence shall be set back a minimum of 5 feet from each side yard property line and 15 feet from any rear property line, unless a variance is granted by the Design Review Committee.

bb. Guttering. Each Residence is required to be guttered in the front of the Residence.

cc. Statues. Design Review Committee approval is not required for the rear yard installation of any statue, which, including a pedestal, stands not more than 4 feet tall. Other accessory features, such as fountains, ponds, reflecting pools or yard ornaments require Design Review Committee approval.

II. Additional Rules and Restrictions Applicable to the Farmington Lots.

For those Lots now or hereinafter designated as "Farmington Lots", the following additional rules and restrictions shall apply, notwithstanding any provisions herein to the contrary:

h. Roof Pitch. Roof pitch minimum shall be 8/12 pitch.

z. Minimum Residence Square Footage. Any Residence constructed upon said Farmington Lots in shall have a minimum square footage of 1600 square feet, unless a variance is granted by the Design Review Committee.

To the extent there is a conflict in the Minimum Rules and Restrictions Applicable to All Lots and the additional rules and restrictions attributable to a particular subcategory of lots, the more restrictive rules and restrictions shall apply.

III. Additional Rules and Restrictions Applicable to Lakeside Lots.

For those Lots now or hereinafter designated as "Lakeside Lots", the following additional rules and restrictions shall apply, notwithstanding any provisions herein to the contrary:

z. Minimum Residence Square Footage. Any Residence constructed upon said Farmington Lots in shall have a minimum square footage of 1800 square feet, unless a variance is granted by the Design Review Committee.

To the extent there is a conflict in the Minimum Rules and Restrictions Applicable to All Lots and the additional rules and restrictions attributable to a particular subcategory of lots, the more restrictive rules and restrictions shall apply.

IV. Additional Rules and Restrictions Applicable to Old Stone Lots.

For those Lots now or hereinafter designated as "Old Stone Lots", the following additional rules and restrictions shall apply, notwithstanding any provisions herein to the contrary:

e. Roof Construction. In addition to the approval of the Plans and Specifications for construction of buildings and structures on any Lot, all roofs and roof materials shall be specifically submitted, by separate letter, to the Design Review Committee for their review and written approval prior to construction of the structure or installation of roofing material. Acceptable roofing materials shall include, but not be limited to, 40 year roofing material of composite shingle (weathered wood or shadow grey color) or other roofing materials approved by the Design Review Committee.

h. Roof Pitch. Roof pitch minimum shall be 10/12 pitch.

i. Structure. Footing and stem foundation construction is required. Exposed stem walls and/or concrete are prohibited.

m. Garages. Garages shall be attached to the Residence, unless a variance is issued. Garages shall be compatible with and complementary to the main residence in architectural style, material, color and location. Side or rear entry garages are preferred. Review shall be made on a case-by-case basis. Each Residence shall have a minimum garage capacity of two cars and a maximum garage capacity of four cars.

x. Pools. Design Review Committee approval is required for the construction or installation of pools. Pools shall be an integral part of the deck or patio area and/or the rear yard landscaping. Pools shall be located in the rear or side yard and shall be installed in such a way that it is not Visible From Neighboring Property. Pools shall be fenced for safety purposes and Owners may be required to install safety features (gate locks or pool covers) when they are not in use. Aboveground pools in excess of 150 gallons are prohibited. Any building associated with a pool is considered to be a Detached Building.

z. Minimum Residence Square Footage. Any Residence constructed upon said Lots in The Grove shall have a minimum square footage of 2400 square feet.

aa. Setback. Each Residence shall be set back a minimum of 10 feet from each side yard property line and 15 feet from any rear property line, unless a variance is granted by the Design Review Committee.

bb. Guttering. Each Residence is required to be fully guttered.

To the extent there is a conflict in the Minimum Rules and Restrictions Applicable to All Lots and the additional rules and restrictions attributable to a particular subcategory of lots, the more restrictive rules and restrictions shall apply.

**PLEASE CONTACT THE DECLARANT FOR A CURRENT AND UPDATED COPY OF
THE DESIGN REVIEW COMMITTEE'S ARCHITECTURAL AND DESIGN RULES**

**EXHIBIT "1" (cont.)
OWNER APPLICATION FOR DESIGN COMMITTEE REVIEW**

Date: _____
Owner's Name: _____
Address: _____
Telephone: _____
Type of Improvement: _____
Lot Number: _____

If an agent is submitting on behalf of the owner, also complete the following:

Agent's Name: _____
Business Name: _____
Telephone: _____

In accordance with the Declaration of Covenants, Conditions and Restrictions for The Grove and the Architectural and Design Rules, application is hereby made for review and approval of the following described improvements: (Provide brief description.)

In support of this application the following required items are to be submitted in duplicate:

1. Plans and Specifications: The plans will show the following (where applicable): site plan, floor plan, elevations, roof plan, landscaping plan and such other items as may be needed to reflect the character and dimensions of the improvements.
2. Roof Letter (See Rule (e) of the Architectural and Design Rules)
3. Landscape Plan, if not reflected on Plans and Specifications (See attached page)
4. Any written statements or other submissions that may be required.

It is hereby understood and agreed that approval of this application by a reviewer does not constitute approval as to compliance with applicable Oklahoma law or City of Oklahoma City ordinances.

Signature of Owner(s) _____ Date _____
Signature of Agent _____ Date _____

Submit applications to: The Grove Addition
c/o Caliber Development Co., LLC
14313 North May Avenue, Suite 100
Oklahoma City, OK 73114

If the application is incomplete, the reviewer will notify the applicant as to the needed documents and the application will not be further considered until receipt of all materials. Any time period required for reviewer approval or rejection shall not begin to run until all materials requested by the Committee are submitted in duplicate.

Date Received: _____ Reviewer: _____ Action taken: _____

Date Received: _____ Reviewer: _____ Action taken: _____

Date Received: _____ Reviewer: _____ Action taken: _____

EXHIBIT "2" (cont.)

LANDSCAPE PLAN SUBMITTAL CHECKLIST

1. Format to be 24 inch x 36 inch sheet size.
 2. Site plan with property boundary, footprints of permanent structures and locations and identifications of every hardwood tree with a diameter of eight inches or more at a height of 3 feet above grade.
 3. Contour lines as needed to illustrate grade conditions.
 4. Project location and owner's name.
 5. North arrow, drawing scale, sheet number and date.
 6. Boundaries of protected areas and method of protection.
 7. Planting plan showing locations of proposed and existing plants. Plants should be drawn at a mature size.
 8. Plant list with names of plants, sizes and quantities.
 9. Hard surface plan and layout dimensions noting materials to be used.
 10. Irrigation plan.
 11. Construction details for all structural elements, i.e., retaining walls over 2 feet to 6 feet pools, decks, etc.
 12. Submit 2 copies of the package.
-

WHEN RECORDED MAIL TO

John P. Falcone
c/o Cheek & Falcone, PLLC
6301 Waterford Blvd, Ste 320
Oklahoma City, OK 73118

WI

**FIRST AMENDMENT AND ANNEXATION TO THE DECLARATION
OF COVENANTS AND RESTRICTIONS
OF THE GROVE ADDITION**

THIS FIRST AMENDMENT AND ANNEXATION TO DECLARATION, made on the date hereinafter set forth, by CALIBER DEVELOPMENT COMPANY LLC, a Delaware limited liability company, (hereinafter referred to as "Declarant"), hereby amends that certain Declaration of Covenants and Restrictions for The Grove Addition, recorded on June 19, 2007 and filed in Book 10517, Pages 908 through 968 of the Oklahoma County Clerk's Office ("Declaration") and hereby annexes certain additional real property that shall hereafter be subject to the covenants and restrictions contained in said Declaration (as said Declaration may be amended from time to time) pursuant to the Declaration.

WITNESSETH:

WHEREAS, Declarant was the owner of certain real property platted as The Grove Phase I, an addition to Oklahoma County, State of Oklahoma, which plat is recorded in Book 65 Plats, at Page 42 of the Oklahoma County records and is a portion of The Grove Addition f/k/a Meadowmont as shown on that certain Planned Unit Development Number 1111 approved on November 1, 2005, by the City of Oklahoma City, Oklahoma County, Oklahoma; and

WHEREAS, on June 19, 2007, by virtue of filing the Declaration, Declarant subjected all of the real property known as The Grove, Phase I to the covenants and restrictions set forth in the Declaration and imposed certain covenants and restrictions running with the land on all of said real property. The real property known as The Grove, Phase I, is more particularly described on the attached Exhibit 1, which is the same legal description set forth at Exhibit A of the Declaration; and

WHEREAS, as of the date hereof, the Declarant owns certain Lots within The Grove, Phase I; and

WHEREAS, Declarant is the owner of certain real property known as and platted as The Grove Phase II, an addition to Oklahoma County, State of Oklahoma, which plat is recorded in Book ___ Plats, at Page ___ of the Oklahoma County records, and which is located within Section 25, Township 14 North, Range 4 West in Oklahoma County, Oklahoma, and which is more particularly described on the attached Exhibit 2; and

WHEREAS, Declarant desires to subject The Grove, Phase II to the covenants and restrictions contained in the Declaration (as they may be amended from time to time) and, pursuant to Article X of the Declaration, to annex the real property comprising The Grove, Phase II to the Declaration and to the real property comprising The Grove, Phase I.

NOW THEREFORE, the undersigned Declarant hereby takes the following actions pursuant to the Declaration:

Doc # 2008007272
Bk 10708
Pg 577-596
DATE 01/16/08 15:38:46
Filing Fee \$51.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk

20/51

ARTICLE A

1. **Capitalized Terms.** All capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Declaration.
2. **Survival and Effectiveness of Declaration.** Except as expressly set forth in this First Amendment and Annexation with respect to Section 1.13 and Exhibit "C" to the Declaration, the terms and provisions of the Declaration shall continue in full force and effect and shall survive in all respects the execution and effectiveness of this First Amendment, and are expressly incorporated by reference herein.

ARTICLE B

ANNEXATION BY DECLARANT OF ADDITIONAL PROPERTY KNOWN AS THE GROVE, PHASE II

1. Pursuant to Section 10.01 of the Declaration, the Declarant hereby annexes the real property platted as The Grove, Phase II and particularly described on the attached Exhibit 2, to the Declaration and the real property described on Exhibit A of said Declaration.
2. Pursuant to Article X of the Declaration, the Lots contained within the annexed property shall have the right to the use of the Common Area and shall be subject to the terms of this Declaration. Pursuant to Article X of the Declaration, from and after the date hereof, the Lots, Common Areas, easements, rights of way, Owners and Property which comprise the annexed property shall in all respects be treated as Lots, Common Areas, easements, rights of way, Owners and Property of The Grove, and shall be the subject of this Declaration, as so amended from time to time, and the Certificate, By-Laws and Rules of the Association, for all purposes.

ARTICLE C

1. Section 1.13 of the Declaration is superseded in its entirety and replaced with the following Section 1.13:

Section 1.13 "Lot" shall mean any one of the parcels of real property designated as a Lot on the recorded Subdivision Plat within The Grove, and shall not include the Common Area. The ownership of each Lot shall include with it and have appurtenant a non-exclusive easement for the use and enjoyment of the Common Area. A Lot shall be deemed "Improved" when a Single Family Residence or other substantial improvement has been completely constructed thereon. All other Lots shall be deemed "Unimproved" Lots. Pursuant to Article X of this Declaration, subsequently annexed Lots shall be treated in all respects as Lots under this Declaration. For purposes of the Architectural and Design Rules and restrictions applicable to each Lot and for any other purpose, Lots may be further designated into subcategories such as "Bloom's Terrace Lots", "The Orchard Lots", "Farmington Lots" and "Old Stone Lots".

a. The Bloom's Terrace Lots are designated as:

Lots One (1) through Fifty-six (56), inclusive, in Block One (1) of the plat of The Grove, Phase I; and

Lots One (1) through Twenty (20), inclusive, in Block Two (2) of the plat of The Grove, Phase I; and

Lots One (1) through Twenty (20), inclusive, in Block Three (3) of the plat of The Grove, Phase I; and

Lots One (1) through Twelve (12), inclusive, in Block Four (4) of the plat of The Grove, Phase I; and

Lots One (1) through Eight (8), inclusive, in Block Five (5) of the plat of The Grove, Phase I; and

Lots One (1) through Two (2), inclusive, in Block Six (6) of the plat of The Grove, Phase I.

b. The Orchard Lots are designated as:

Lots One (1) through Twenty-Six (26), inclusive, in Block One (1) of the plat of The Grove, Phase II; and

Lots One (1) through Eleven (11), inclusive, in Block Two (2) of the plat of The Grove, Phase II; and

Lots One (1) through Seven (7), inclusive, in Block Three (3) of the plat of The Grove, Phase II; and

Lots One (1) through Fifty-Three (53), inclusive, in Block Four (4) of the plat of The Grove, Phase II; and

Lots One (1) through Eight (8), inclusive, in Block Five (5) of the plat of The Grove, Phase II; and

Lots One (1) through Eight (8), inclusive, in Block Six (6) of the plat of The Grove, Phase II.

c. The Farmington Lots are designated as: None designated at this time.

d. The Old Stone Lots are designated as: None designated at this time.

ARTICLE D

The Architectural and Design Rules at Exhibit "C" to the Declaration are amended replaced in their entirety with the First Amended and Restated Architectural and Design Rules attached hereto at Exhibit 3.

ARTICLE E

1. Section 1.13 of the Declaration is superseded in its entirety and replaced with the following Section 1.13:

IN WITNESS WHEREOF, the undersigned, being the Declarant has hereunto set its hand to this **FIRST AMENDMENT AND ANNEXATION TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF THE GROVE** this 16th day of January, 2008.

CALIBER DEVELOPMENT COMPANY LLC,
a Delaware Limited Liability Company

By: *Jade Noles*
Jade Noles, its President

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

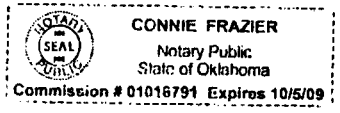
Before me, the undersigned, a Notary Public in and for said County and State, on this 16th day of January, 2008, personally appeared Jade Noles, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the President of CALIBER DEVELOPMENT COMPANY LLC, a Delaware Limited Liability Company, and acknowledged to me that he executed the same as his free and voluntary act and deed and as of said company, for the uses and purposes therein set forth.

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

Connie Frazier
Notary Public

My Commission Expires:

10-5-09



IN WITNESS WHEREOF, the undersigned Directors of The Grove Master Homeowners Association, Inc., an Oklahoma not-for-profit corporation ("Association"), hereby attest and certify that this First Amendment and Annexation to the Declaration was duly and properly adopted in accordance with the Declaration.

I, Chris Dunning the undersigned President of the Association, hereby attest, acknowledge and certify that the execution of this First Amendment and Annexation to Declaration is my act and deed and the act and deed of the Association and that the above and foregoing facts are true.

Dated: January 16, 2008



Chris Dunning, President

I, Russell Wantland, the undersigned Secretary of the Association, hereby attest, acknowledge and certify that the execution of this First Amendment and Annexation to Declaration is my act and deed and the act and deed of the Association and that the above and foregoing facts are true.

Dated: January 16, 2008



Russell Wantland, Secretary

EXHIBIT "1"

THE GROVE, PHASE I

LEGAL DESCRIPTION

A part of the Northeast Quarter (NE/4) of Section Twenty-Five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, City of Oklahoma City, County of Oklahoma, Oklahoma and being more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter (NE/4); thence South 00°15'55" East along the east line of said Northeast Quarter a distance of 395.38 feet to the **POINT OF BEGINNING**; thence continuing South 00°15'55" East along the said east line a distance of 1002.12 feet; thence South 89°44'05" West a distance of 103.82 feet to a point on a curve to the right, said curve having a radius of 260.50 feet, a central angle of 21°09'15", a chord bearing of North 79°41'17" West and a chord distance of 95.63 feet; thence along the arc of said curve a distance of 96.18 feet to a point on a compound curve to the left, said curve having a radius of 139.50 feet, a central angle of 21°09'15", a chord bearing of North 79°41'17" West and a chord distance of 51.21 feet; thence along the arc of said curve a distance of 51.50 feet; thence South 89°44'05" West a distance of 166.45 feet; thence South 44°44'05" West a distance of 48.79 feet; thence South 00°15'55" East a distance of 3.74 feet; thence South 89°44'05" West a distance of 174.97 feet; thence North 06°06'52" West a distance of 228.93 feet; thence North 23°03'37" West a distance of 178.64 feet; thence North 32°46'37" West a distance of 109.86 feet; thence North 02°45'25" East a distance of 70.33 feet; thence North 59°32'25" West a distance of 97.44 feet to a point on a non-tangent curve to the left, said curve having a radius of 225.00 feet, a central angle of 03°26'36", a chord bearing of South 27°27'53" West and a chord distance of 13.52 feet; thence along the arc of said curve a distance of 13.52 feet; thence North 64°15'25" West a distance of 50.00 feet; thence North 58°54'53" West a distance of 86.82 feet; thence North 67°48'49" West a distance of 135.75 feet; thence North 76°17'48" West a distance of 104.87 feet; thence North 85°13'34" West a distance of 115.90 feet to a point on a non-tangent curve to the left, said curve having a radius of 225.00 feet, a central angle of 05°28'45", a chord bearing of South 02°11'06" East and a chord distance of 21.51 feet; thence along the arc of said curve a distance of 21.52 feet; thence South 85°04'31" West a distance of 50.00 feet; thence South 87°54'50" West a distance of 147.59 feet; thence North 07°04'29" West a distance of 50.58 feet; thence North 05°27'55" East a distance of 27.67 feet; thence North 24°27'28" East a distance of 69.30 feet to a point on a non-tangent curve to the right, said curve having a radius of 475.00 feet, a central angle of 04°36'37", a chord bearing of North 77°34'44" East and a chord distance of 38.21 feet; thence along the arc of said curve a distance of 38.22 feet; thence North 10°06'58" West a distance of 50.00 feet; thence North 12°32'31" West a distance of 185.34 feet; thence North 53°29'02" West a distance of 132.39 feet; thence North 37°01'22" West a distance of 44.94 feet; thence North 24°13'32" West a distance of 61.31 feet; thence North 05°51'50" West a distance of 100.36 feet; thence North 30°52'51" West a distance of 31.75 feet to a point on the north line of the Northeast Quarter (NE/4); thence North 89°15'52" East along the said north line a distance of 1316.70 feet; thence South 00°43'48" East a distance of 392.33 feet; thence North 89°44'08" East a

distance of 369.21 feet to the point of beginning containing 1,435,926.5569 square feet or 32.9643 acres more or less;

and otherwise known as

all of the real property described in the plat recorded on May 31, 2007 as document number 2007077960 in Book 65 Plats, at Page 42 of the Oklahoma County Clerk's Office's records and designated as The Grove Phase I, including specifically:

Lots One (1) through Fifty-six (56), inclusive, in Block One (1) of the plat of The Grove Phase I; and

Lots One (1) through Twenty (20), inclusive, in Block Two (2) of the plat of The Grove Phase I; and

Lots One (1) through Twenty (20), inclusive, in Block Three (3) of the plat of The Grove Phase I; and

Lots One (1) through Twelve (12), inclusive, in Block Four (4) of the plat of The Grove Phase I; and

Lots One (1) through Eight (8), inclusive, in Block Five (5) of the plat of The Grove Phase I; and

Lots One (1) through Two (2), inclusive, in Block Six (6) of the plat of The Grove Phase I; and

Common Area "A" of the plat of The Grove Phase I; and

Common Area "B" of the plat of The Grove Phase I.

EXHIBIT "2"

THE GROVE, PHASE II

LEGAL DESCRIPTION

A part of the North Half (N/2) of Section Twenty-Five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, City of Oklahoma City, County of Oklahoma, Oklahoma and being more particularly described as follows:

Commencing at the Northeast corner of said North Half (N/2); thence South 89°15'52" West along the north line of the Northeast Quarter a distance of 1689.11 feet to the **POINT OF BEGINNING**; thence from said point of beginning South 30°52'51" East a distance of 31.75 feet; thence South 05°51'50" East a distance of 100.36 feet; thence South 24°13'32" East a distance of 61.31 feet; thence South 37°01'22" East a distance of 44.94 feet; thence South 53°29'02" East a distance of 132.39 feet; thence South 12°32'31" East a distance of 185.34 feet; thence South 10°06'58" East a distance of 50.00 feet to a point on a non-tangent curve to the left, said curve having a radius of 475.00 feet, a central angle of 25°48'22", a chord bearing of South 66°58'51" West and a chord distance of 212.14 feet; thence along the arc of said curve a distance of 213.94 feet; thence South 54°04'40" West a distance of 216.17 feet; thence South 35°50'08" East a distance of 122.50 feet; thence South 54°04'40" West a distance of 279.89 feet; thence South 46°20'06" West a distance of 436.99 feet; thence South 62°13'32" West a distance of 268.67 feet; thence South 10°53'13" West a distance of 194.82 feet; thence North 45°22'28" West a distance of 79.70 feet; thence North 45°48'16" West a distance of 136.23 feet to a point on a non-tangent curve to the right, said curve having a radius of 110.00 feet, a central angle of 82°19'23", a chord bearing of South 72°13'14" West and a chord distance of 144.80 feet; thence along the arc of said curve a distance of 158.05 feet to a point on a reverse curve to the left, said curve having a radius of 118.00 feet, a central angle of 51°09'24", a chord bearing of South 87°48'14" West, and a chord distance of 101.89 feet; thence along the arc of said curve a distance of 105.36 feet; thence North 27°46'28" West a distance of 50.00 feet to a point on a non-tangent curve to the left, said curve having a radius of 118.00 feet, a central angle of 51°09'24", a chord bearing of North 36°38'49" East and a chord distance of 101.89 feet; thence along the arc of said curve a distance of 105.36 feet to a point on a reverse curve to the right, said curve having a radius of 110.00 feet, a central angle of 33°56'27", a chord bearing of North 28°02'21" East and a chord distance of 64.21 feet; thence along the arc of said curve a distance of 65.16 feet; thence North 17°42'37" East a distance of 41.53 feet; thence North 16°06'50" West a distance of 91.86 feet to a point on a curve to the right, said curve having a radius of 1030.00 feet, a central angle of 12°02'05", a chord bearing of North 10°05'48" West and a chord distance of 215.95 feet; thence along the arc of said curve a distance of 216.35 feet; thence North 47°20'27" West a distance of 35.99 feet; thence North 01°17'52" West a distance of 50.00 feet; thence North 44°44'43" East a distance of 35.99 feet to a point on a non-tangent curve to the right, said curve having a radius of 1030.00 feet, a central angle of 11°01'04", a chord bearing of North 06°59'34"

East and a chord distance of 197.76 feet; thence along the arc of said curve a distance of 198.07 feet to a point on a reverse curve to the left, said curve having a radius of 295.00 feet, a central angle of $37^{\circ}59'43''$, a chord bearing of North $06^{\circ}29'46''$ West and a chord distance of 192.06 feet; thence along the arc of said curve a distance of 195.63 feet; thence North $25^{\circ}29'37''$ West a distance of 216.15 feet to a point on a curve to the right, said curve having a radius of 355.00 feet, a central angle of $20^{\circ}47'06''$, a chord bearing of North $15^{\circ}06'04''$ West and a chord distance of 128.08 feet; thence along the arc of said curve a distance of 128.78 feet to a point on a reverse curve to the left, said curve having a radius of 100.00 feet, a central angle of $17^{\circ}16'40''$, a chord bearing of North $13^{\circ}20'51''$ West and a chord distance of 30.04 feet; thence along the arc of said curve a distance of 30.16 feet to a point on a compound curve to the right, said curve having a radius of 210.23 feet, a central angle of $21^{\circ}01'04''$, a chord bearing of North $11^{\circ}28'40''$ West and a chord distance of 76.69 feet; thence along the arc of said curve a distance of 77.12 feet; thence North $00^{\circ}44'08''$ West a distance of 65.22 feet to a point on the north line of the Northwest Quarter (NW/4); thence North $89^{\circ}16'35''$ East a distance of 447.80 feet to the Northwest corner of the Northeast Quarter (NE/4); thence North $89^{\circ}15'52''$ East along the north line of the said Northeast Quarter (NE/4) a distance of 960.45 feet to the point of beginning containing 1,663,899.2779 square feet or 38.1979 acres more or less.

EXHIBIT "3"

**THE FIRST AMENDED AND RESTATED ARCHITECTURAL AND DESIGN RULES
ADOPTED BY THE DESIGN REVIEW COMMITTEE
OF THE GROVE ADDITION**

(These Rules may be amended from time to time and any amendment rules shall have the same force and effect as if fully set forth herein.)

The following uses and restrictions are hereby adopted by the Design Review Committee as a guide for the review and approval of any Improvement upon any Lot or Common Areas. These rules are intended as a guide to the Design Review Committee in order to maintain the harmony, character and charm of The Grove Addition ("The Grove") and to enhance the value of each Lot and the neighborhood as a whole. The rules may be amended at any time as provided in the Declaration of Covenants and Restrictions of The Grove Addition. The Grove Addition shall specifically include The Grove, Phase I Addition and The Grove, Phase II Addition and any other property subsequently annexed to the Declaration pursuant to Article X of the Declaration of Covenants and Restrictions for The Grove Addition, recorded on June 19, 2007 and filed in Book 10517, Pages 908 through 968 of the Oklahoma County Clerk's Office and any amendments thereto.

I. Limitation of Liability for Approval of Plans. Review and approval of any application is made primarily on the basis of aesthetic considerations and the Declarant, Association, Board and/or Design Review Committee shall NOT bear any responsibility for ensuring the structural integrity or soundness of approved new construction or construction modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, Association, Board nor the Design Review Committee, or any member thereof, shall be held liable for any injury, damages or loss arising out of the manner, quality and/or suitability of approved new construction or construction modification occurring on any Lot.

II. Minimum Rules and Restrictions Applicable to All Lots.

a. **Submission of Plans for Approval.** No construction or erection of any nature whatsoever shall be commenced or maintained upon any Lot or the Common Elements (except as is installed or approved by the Declarant in connection with the initial construction of structures or buildings on the property); nor shall any exterior addition to, or change or alteration thereon, be made unless and until two (2) sets of the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to the Design Review Committee and approved in writing by the Design Review Committee as to the harmony of external design and location in relation to surrounding structures and topography. A detailed description or samples of exterior building materials (i.e., brick, stone, roofing, paint, siding and trim) shall be presented to the Design Review Committee along with the plans and specifications. Applicants seeking approval of the Design Review Committee shall submit a duplicate application on the form attached hereto accompanied by all required documentation in duplicate.

b. Landscaping and Lawns. Landscaping is an essential element of design at The Grove. Except as otherwise approved in writing by the Design Review Committee, the Owner of each Lot shall be required to expend the minimum sum of ½ of 1% of the total cost of the Home and Lot for trees and shrubs or perennial plants to be placed on each Lot owned. Unless an extension is approved by the Design Review Committee, the expenditure must be made and the trees and shrubs planted either: (i) within four (4) months after the date a certificate of occupancy is issued for the Lot; or (ii) if the Lot Owner is a licensed builder, then prior to transfer of possession of the Lot from the Owner to a subsequent buyer, whichever is applicable. If both (i) and (ii) are applicable, then whichever is later. No amount paid for grass, dirt, sprinkler systems, etc. shall qualify for this minimum expenditure. No removal of landscaping (other than replacement of dead trees or shrubs with equivalent trees or shrubs) shall take place without the approval of the Design Review Committee. Builders may submit typical landscaping plans to the Design Review Committee for pre-approval for a series of homes in a particular subdivision. Once pre-approved in writing, it shall be necessary for a Builder to submit individual plans only in the event of substantial deviation from pre-approved landscaping plans. Front and side yards shall be sodded with grass within ninety (90) days of occupancy of a home. On each Lot there will be no less than two trees. On Lots adjacent to main thoroughfares within The Grove, the Design Review Committee may, in its discretion, require additional landscaping and features than would otherwise be required.

c. Exterior. Design Review Committee approval is not required for exterior lighting if the lighting is installed in accordance with the following guidelines: Exterior lights shall be conservative in design and as small in size as is reasonably practical. Exterior lighting shall be directed toward the house and be of low wattage (limited to 2,000 lumens) to minimize glaring sources to neighbors and other homeowners. Lighting for walkways generally must be directed toward the ground. Lighting fixtures shall be dark colored so as to be less obtrusive. Low voltage (12 volts) lighting is preferable to conventional house-voltage systems because of its safety advantages. Any deviation from the aforementioned guidelines or use of high-wattage spotlight, floodlights or ballasted fixtures (sodium, mercury, multi-vapor, fluorescent, metal halide, etc.) requires reviewer approval. The Design Review Committee may take into consideration the visibility and style of the fixture and its location on the home.

d. Architectural Styles. The Design Review Committee shall have the ultimate authority and discretion in approving the architectural styles of structures in The Grove and may in this regard make the final determination whether the style of home proposed is in harmony with the atmosphere of the development and in conformity with the intent of the Design Review Committee.

e. Roof Construction. In addition to the approval of the Plans and Specifications for construction of buildings and structures on any Lot, all roofs and roof materials shall be specifically submitted, by separate letter, to the Design Review Committee for their review and written approval prior to construction of the structure or installation of roofing material. Acceptable roofing materials shall include, but not be limited to, 25 year roofing material of composite shingle (weathered wood or shadow grey color) or other roofing materials approved by the Design Review Committee.

f. Fences and Retaining Walls. No fence or retaining wall shall be constructed or installed until the location, design, style, material and quality of same shall have been approved by the Design Review Committee. The Design Review Committee may prevent fencing from being erected or maintained upon any Lot to the extent said fencing may interfere with or is inconsistent with the appearance of nearby Common Elements or other features of the Grove. Property perimeter fences shall not exceed six feet six inches in height, unless a variance is granted by the Design Review Committee. Fencing erected or maintained upon any Lot shall be dog-eared and made of pine or cedar, unless a variance is granted by the Design Review Committee or unless otherwise required by the Design Review Committee. Fences may be constructed in side or rear yards with the written approval of the Design Review Committee. Owners are prohibited from erecting and maintaining chain link fences in the Grove, except that Declarant shall have the right to erect and maintain chain link fencing upon the Common Areas in places deemed appropriate by Declarant. Except as otherwise provided in the preceding sentence, all fencing in the Grove that is within twenty (20) feet of any Common Area greenbelt or proposed greenbelt shall be wrought iron style fencing (i.e. aluminum fencing with a similar appearance to wrought iron), unless a variance is granted by the Design Review Committee.

Any fences, whether constructed by a Lot owner or a Builder, shall be well repaired and maintained. In the event a fence or wall is damaged, deteriorated or destroyed, the Lot owner shall repair or recondition the fence or wall at the Lot owner's expense, except for any retaining wall or fence located on a Lot and expressly designated in the Declaration to be an improvement to be maintained, repaired or replaced by the Grove Master Homeowners Association. For any such retaining wall or fence, the Association shall repair or recondition the fence or wall at the Association's expense.

g. Construction Period. Upon commencement of excavation for construction on any Lot or Lots in this plat, the work must be continuous, weather permitting, until the Residence and other Improvements are completed. No delay in the course of construction within a period of twelve (12) months will be permitted, unless further extension of time for the completion of said Residence and Improvements is given by the Design Review Committee. If no such consent is given by the Design Review Committee, the Declarant or its designee may, but shall not be obligated to, complete such construction at the expense of the Owner.

h. Roof Pitch. Roof pitch minimum shall be 6/12 pitch.

i. Structure. The foundation of structures shall either be (a) a footing and stem wall foundation; or (b) a pier and grade with a front brick pocket.

j. Certain Satellite Dishes Permitted. Standard satellite dishes satisfying all of the following requirements may be installed upon a Lot without first obtaining Design Review Committee approval: (i) the satellite dish shall be equal to or less than 18 inches in diameter; (ii) the satellite dish shall be attached to the roof of the residence; and (iii) the satellite dish shall not be visible to a person six feet tall, standing on any part of the front property line of the Lot upon which the satellite dish is situated. Satellite dishes failing to meet all of aforementioned requirements shall not be erected, used or maintained outdoors on any Lot without the prior written consent of the Design Review Committee.

k. Pool Cabanas and Detached Buildings. No metal buildings, tents, trailers or temporary structures shall be permitted to be erected or maintained within the Project. Provided, however, pool cabanas, studios, guest cottages, gazebos, greenhouses and other outbuildings may be constructed and maintained after the plans, specifications, design, size and location of same have been approved in writing by the Design Review Committee. Such structures must correspond in style and architecture to the principal residence and must exist in harmony in relation to neighboring living dwellings and property. No commercial business will be allowed in any Detached Building. Detached Buildings shall be no larger than eight feet in depth by eight feet in width and six feet in height, unless a variance is issued by the Design Review Committee.

l. Treehouses and Playground Equipment. Treehouses or platforms in trees are prohibited. No play towers or other similar structures or equipment shall be located in front of the front building limit line or within fifteen (15) feet of any Lot boundary.

m. Garages. Garages shall be attached to the Residence, unless a variance is issued. Garages shall be compatible with and complementary to the main residence in architectural style, material, color and location. Review shall be made on a case-by-case basis. Each Residence shall have a minimum garage capacity of two cars and a maximum garage capacity of three cars.

n. Basketball Goals and Sports Equipment. Basketball hoops/goals attached to the home or garage are prohibited. Temporary or unaffixed basketball hoops/goals that are Visible From Neighboring Property shall not be maintained overnight on any Lot. No Design Review Committee approval is required for the installation of play and sports equipment in fenced-in rear and side yards that is no taller than seven (7) feet. Owners shall exercise consideration towards neighbors; any such equipment shall be set back a reasonable distance from adjacent property lines so as to avoid disturbance of neighbors.

o. Signs. In addition to those requirements and rights set forth in the Declaration, placement of any sign on a Lot shall be governed by the following rules, as follows:

1. Builder or Trade Signs. One builder sign and permit board shall be allowed with Design Review Committee approval; however, no subcontractor or trade signs shall be permitted. Without prior Design Review Committee's approval, a single Realtor or For Sale by Owner sign may be placed on a property while the property is "for sale" and a single Open House sign may be placed on a property during an Open House but must be removed promptly after the event. At no time will a Realtor or Builder sign be placed at any location in The Grove except on the Owner's Lot. Builder and Realtor signs are subject to review as to location, color, size and detailing. A builder sign shall be erected on the Lot prior to the commencement of any work, including clearing or grading. Builder and Realtor signs shall be securely erected and no signs or permits shall be placed in trees. The builder, Realtor and For Sale by Owner signs shall be removed within 5 days of the closing of a Lot unless a longer period is granted in advance by the Design Review Committee.

2. Security Signs. One security sign may be permitted without the Design Review Committee's prior approval in the front yard located either adjacent to the

driveway or in close proximity to the front entrance of the main dwelling. The Design Review Committee may impose size, shape and color restrictions on security signs.

Installation or relocation of all signs other than set forth above or other than provided for in the Declaration requires Design Committee approval. Additionally, the Design Review Committee shall have the right to demand and require any Owner to remove any sign from any Lot, regardless of whether said sign complies with the technical requirements of the Declaration or these Rules. Should the Owner fail to immediately comply with a demand for removal of a sign, the Design Committee shall have any and all rights of enforcement granted in the Declaration including without limitation the right of self-help to remove any sign after reasonable demand is made.

p. Erosion Control. During construction of any improvements on any Lot, erosion control must be maintained by the Owner/Builder to control runoff onto the street, common areas or adjoining property.

q. Mailboxes. Unless otherwise provided for in any Additional Rules or Restrictions, each mailbox will be either brick, stone, wrought iron, or metal and shall conform to the Design Review Committee's specifications, which are available upon request. For wrought iron or metal mailboxes, each such home's mailbox must be identical in color, design, shape and appearance to the other mailboxes. Additional structures or features are prohibited, without approval of the Design Review Committee. Newspaper tubes are prohibited.

r. Chimneys. Chimneys will be of brick, stone or other material approved by the Design Review Committee.

s. Yard Ornaments. No sculpture or lawn ornaments of any kind will be permitted in yards visible from the street without the written consent of the Design Review Committee.

t. Carports and Clotheslines. No clotheslines shall be installed, placed, erected or maintained on any Lot. No carports shall be installed, placed, erected or maintained on any Lot, without the Design Review Committee's prior approval. Any carports submitted for Design Review Committee approval are encouraged to be entirely located behind the frontline of the Residence.

u. Dog Related Structure: No animal structure shall provide shelter for more than three (3) dogs over six (6) months of age. One dog-related structure is permitted without Design Review Committee approval so long as the structure is not Visible From Neighboring Property (as that term is defined in Section 1.22 of the Declaration). If a dog-related structure is Visible From Neighboring Property, then Design Review Committee approval is required and screening, fencing or landscaping may be required by the Committee prior to any approval.

v. Birdbaths, Birdhouses and Birdfeeders: Design Review Committee approval is not required for one rear yard installation of any birdhouse or birdfeeder no more than 12 by 24 inches in size. Design Review Committee approval is not required for one rear yard installation of a birdbath that is no more than 30 inches in height, including any pedestal. The installation of birdbaths, birdhouses and birdfeeders in front or side yards and/or the installation of multiple birdbaths, birdhouses or birdfeeders requires approval by the Design Review Committee.

w. Flagpoles: Design Review Committee approval is not required for the installation of a single flagpole so long as it does not exceed 20 feet above finished grade. If located in the front yard, a flagpole must be at least 15 feet from the front property line.

x. Pools. Design Review Committee approval is required for the construction or installation of pools. Pools shall be an integral part of the deck or patio area and/or the rear yard landscaping. Pools shall be located in the rear or side yard and shall be installed in such a way that it is not Visible From Neighboring Property. Pools shall be fenced for safety purposes and Owners may be required to install safety features (gate locks or pool covers) when they are not in use. Any building associated with a pool is considered to be a Detached Building.

y. Hot Tubs and Saunas. Design Review Committee approval is required for the installation of any outdoor hot tub, Jacuzzi, sauna or spa. Any hot tub, Jacuzzi, sauna or spa shall be an integral part of the deck or patio area and/or the rear yard landscaping. A hot tub, Jacuzzi, sauna or spa shall be located in the rear or side yard, shall be installed in such a way that it is not Visible From Neighboring Property and shall not create an unreasonable level of noise for adjacent property owners. Owners may be required to install safety features such as locks or covers for these items when such are not in use.

z. Minimum Residence Square Footage. Any Residence constructed upon said Lots in The Grove shall have a minimum square footage of 1400 square feet, unless a variance is granted by the Design Review Committee.

aa. Setback. Each Residence shall be set back a minimum of 5 feet from each side yard property line and 15 feet from any rear property line, unless a variance is granted by the Design Review Committee.

bb. Guttering. Each Residence is required to be guttered in the front of the Residence.

cc. Statues. Design Review Committee approval is not required for the rear yard installation of any statue, which, including a pedestal, stands not more than 4 feet tall. Other accessory features, such as fountains, ponds, reflecting pools or yard ornaments require Design Review Committee approval.

II. Additional Rules and Restrictions Applicable to The Orchard Lots.

For those Lots now or hereinafter designated as The "Orchard" Lots, the following additional rules and restrictions shall apply, notwithstanding any provisions herein to the contrary:

h. Roof Pitch. Roof pitch minimum shall be 8/12 pitch.

i. Structure. The foundation of structures shall be a footing and stem wall foundation.

q. Mailboxes. Each home's mailbox shall be 100% brick or stone and shall conform to the Design Review Committee's specifications for The Orchard Lots, which are available upon request.

z. Minimum Residence Square Footage. Any Residence constructed upon said Orchard Lots shall have a minimum square footage of 1800 square feet, unless a variance is granted by the Design Review Committee.

dd. Exterior Walls Shall Be 80% Brick, Stone, Stucco or Equivalent. The principal material, other than glass, of the exterior of each wall in all the buildings on any of The Orchard Lots in The Grove shall be not less than eighty percent (80%) brick, stone, stucco or reasonable equivalent, unless a variance is granted by the Design Review Committee in advance of construction.

To the extent there is a conflict in the Minimum Rules and Restrictions Applicable to All Lots and the additional rules and restrictions attributable to a particular subcategory of lots, the more restrictive rules and restrictions shall apply.

III. Additional Rules and Restrictions Applicable to Farmington Lots.

For those Lots now or hereinafter designated as "Lakeside Lots", the following additional rules and restrictions shall apply, notwithstanding any provisions herein to the contrary:

z. Minimum Residence Square Footage. Any Residence constructed upon said Farmington Lots shall have a minimum square footage of 1800 square feet, unless a variance is granted by the Design Review Committee.

To the extent there is a conflict in the Minimum Rules and Restrictions Applicable to All Lots and the additional rules and restrictions attributable to a particular subcategory of lots, the more restrictive rules and restrictions shall apply.

IV. Additional Rules and Restrictions Applicable to Old Stone Lots.

For those Lots now or hereinafter designated as "Old Stone Lots", the following additional rules and restrictions shall apply, notwithstanding any provisions herein to the contrary:

e. Roof Construction. In addition to the approval of the Plans and Specifications for construction of buildings and structures on any Lot, all roofs and roof materials shall be specifically submitted, by separate letter, to the Design Review Committee for their review and written approval prior to construction of the structure or installation of roofing material. Acceptable roofing materials shall include, but not be limited to, 40 year roofing material of composite shingle (weathered wood or shadow grey color) or other roofing materials approved by the Design Review Committee.

h. Roof Pitch. Roof pitch minimum shall be 10/12 pitch.

i. Structure. Footing and stem foundation construction is required. Exposed stem walls and/or concrete are prohibited.

m. Garages. Garages shall be attached to the Residence, unless a variance is issued. Garages shall be compatible with and complementary to the main residence in architectural style, material, color and location. Side or rear entry garages are preferred. Review shall be made on a case-by-case basis. Each Residence shall have a minimum garage capacity of two cars and a maximum garage capacity of four cars.

x. Pools. Design Review Committee approval is required for the construction or installation of pools. Pools shall be an integral part of the deck or patio area and/or the rear yard landscaping. Pools shall be located in the rear or side yard and shall be installed in such a way that it is not Visible From Neighboring Property. Pools shall be fenced for safety purposes and Owners may be required to install safety features (gate locks or pool covers) when they are not in use. Aboveground pools in excess of 150 gallons are prohibited. Any building associated with a pool is considered to be a Detached Building.

z. Minimum Residence Square Footage. Any Residence constructed upon said Lots in The Grove shall have a minimum square footage of 2400 square feet.

aa. Setback. Each Residence shall be set back a minimum of 10 feet from each side yard property line and 15 feet from any rear property line, unless a variance is granted by the Design Review Committee.

bb. Guttering. Each Residence is required to be fully guttered.

To the extent there is a conflict in the Minimum Rules and Restrictions Applicable to All Lots and the additional rules and restrictions attributable to a particular subcategory of lots, the more restrictive rules and restrictions shall apply.

**PLEASE CONTACT THE DECLARANT FOR A CURRENT AND UPDATED COPY OF
THE DESIGN REVIEW COMMITTEE'S ARCHITECTURAL AND DESIGN RULES**

**EXHIBIT TO ARCHITECTURAL AND DESIGN RULES
OWNER APPLICATION FOR DESIGN COMMITTEE REVIEW**

Date: _____
 Owner's Name: _____
 Address: _____
 Telephone: _____
 Type of Improvement: _____
 Lot Number: _____

If an agent is submitting on behalf of the owner, also complete the following:

Agent's Name: _____
 Business Name: _____
 Telephone: _____

In accordance with the Declaration of Covenants, Conditions and Restrictions for The Grove and the Architectural and Design Rules, application is hereby made for review and approval of the following described improvements: (Provide brief description.)

In support of this application the following required items are to be submitted in duplicate:

1. Plans and Specifications: The plans will show the following (where applicable): site plan, floor plan, elevations, roof plan, landscaping plan and such other items as may be needed to reflect the character and dimensions of the improvements.
2. Roof Letter (See Rule (e) of the Architectural and Design Rules)
3. Landscape Plan, if not reflected on Plans and Specifications (See attached page)
4. Any written statements or other submissions that may be required.

It is hereby understood and agreed that approval of this application by a reviewer does not constitute approval as to compliance with applicable Oklahoma law or City of Oklahoma City ordinances.

Signature of Owner(s) _____ Date _____
 Signature of Agent _____ Date _____

Submit applications to: The Grove Addition
 c/o Caliber Development Co., LLC
 3817 NW Expressway, Suite 1000
 Oklahoma City, OK 73112

If the application is incomplete, the reviewer will notify the applicant as to the needed documents and the application will not be further considered until receipt of all materials. Any time period required for reviewer approval or rejection shall not begin to run until all materials requested by the Committee are submitted in duplicate.

Date Received: _____ Reviewer: _____ Action taken: _____
 Date Received: _____ Reviewer: _____ Action taken: _____
 Date Received: _____ Reviewer: _____ Action taken: _____


EXHIBIT TO ARCHITECTURAL AND DESIGN RULES
LANDSCAPE PLAN SUBMITTAL CHECKLIST

1. Format to be 24 inch x 36 inch sheet size.
2. Site plan with property boundary, footprints of permanent structures and locations and identifications of every hardwood tree with a diameter of eight inches or more at a height of 3 feet above grade.
3. Contour lines as needed to illustrate grade conditions.
4. Project location and owner's name.
5. North arrow, drawing scale, sheet number and date.
6. Boundaries of protected areas and method of protection.
7. Planting plan showing locations of proposed and existing plants. Plants should be drawn at a mature size.
8. Plant list with names of plants, sizes and quantities.
9. Hard surface plan and layout dimensions noting materials to be used.
10. Irrigation plan.
11. Construction details for all structural elements, i.e., retaining walls over 2 feet to 6 feet pools, decks, etc.
12. Submit 2 copies of the package.

IN WITNESS WHEREOF, the undersigned, being at least a majority of the members of the Design Review Committee of The Grove Addition hereby certify that, pursuant to Sections 8.05 and 8.09(f) of the Declaration, the Design Review Committee consented to and adopted the above-stated First Amended and Restated Architectural and Design Rules on this 16th day of January, 2008.



Jade Noles, Member




Chris Dunning, Member



Dale Stewart, Member



Josh Cromling, Member



Chad Reineke, Member

**SECOND AMENDMENT AND CORRECTION TO THE DECLARATION
OF COVENANTS AND RESTRICTIONS
OF THE GROVE ADDITION**

THIS SECOND AMENDMENT AND CORRECTION TO DECLARATION ("Second Amendment"), made on the date hereinafter set forth, by CALIBER DEVELOPMENT COMPANY LLC, a Delaware limited liability company, (hereinafter referred to as "Declarant"), hereby amends that certain Declaration of Covenants and Restrictions for The Grove Addition, recorded on June 19, 2007 and filed in Book 10517, Pages 908 through 968 of the Oklahoma County Clerk's Office ("Declaration") and that certain First Amendment and Annexation to the Declaration of Covenants and Restrictions of The Grove Addition, recorded on January 16, 2008 with the Oklahoma County Clerk's Office at Book 10708, Pages 577 to 596 ("First Amendment to Declaration") concerning certain real property that is and remains subject to the covenants and restrictions contained in said Declaration and First Amendment, and more particularly described on Exhibits 1 and 2 hereto.

WITNESSETH:

WHEREAS, Declarant was the owner of certain real property platted as The Grove Phase I, an addition to Oklahoma County, State of Oklahoma, which plat is recorded in Book 65 Plats, at Page 42 of the Oklahoma County records and is a portion of The Grove Addition f/k/a Meadowmont as shown on that certain Planned Unit Development Number 1111 approved on November 1, 2005, by the City of Oklahoma City, Oklahoma County, Oklahoma; and

WHEREAS, on June 19, 2007, by virtue of filing the Declaration, Declarant subjected all of the real property known as The Grove, Phase I to the covenants and restrictions set forth in the Declaration and imposed certain covenants and restrictions running with the land on all of said real property. The real property known as The Grove, Phase I, is more particularly described on the attached Exhibit 1, which is the same legal description set forth at Exhibit A of the Declaration; and

WHEREAS, on January 16, 2008, Declarant was the owner of certain real property known as and to be platted as The Grove Phase II, an addition to Oklahoma County, State of Oklahoma, and which is located within Section 25, Township 14 North, Range 4 West in Oklahoma County, Oklahoma, and which is more particularly described on the attached Exhibit 2; and

WHEREAS, on January 16, 2008, by virtue of filing the First Amendment to Declaration, Declarant modified the Declaration and Declarant subjected all of the real property known as The Grove, Phase II to the covenants and restrictions set forth in the Declaration and imposed certain covenants and restrictions running with the land on all of said real property; and

WHEREAS, a typographical error was set forth within the First Amendment to Declaration filed on January 16, 2008 and Declarant seeks to amend said Declaration with the filing of this Second Amendment;

Bk 10714
Pg 203-209
DATE 01/24/08 15:56:23
Filing Fee \$25.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill
Doc# 2008010673

7/25

I, Chris Dunning the undersigned President of the Association, hereby attest, acknowledge and certify that the execution of this Second Amendment and Correction to Declaration is my act and deed and the act and deed of the Association and that the above and foregoing facts are true.

Dated: January 24, 2008


Chris Dunning, President

I, Russell Wantland, the undersigned Secretary of the Association, hereby attest, acknowledge and certify that the execution of this Second Amendment and Correction to Declaration is my act and deed and the act and deed of the Association and that the above and foregoing facts are true.

Dated: January 24, 2008


Russell Wantland, Secretary

EXHIBIT "1"

THE GROVE, PHASE I

LEGAL DESCRIPTION

A part of the Northeast Quarter (NE/4) of Section Twenty-Five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, City of Oklahoma City, County of Oklahoma, Oklahoma and being more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter (NE/4); thence South 00°15'55" East along the east line of said Northeast Quarter a distance of 395.38 feet to the POINT OF BEGINNING; thence continuing South 00°15'55" East along the said east line a distance of 1002.12 feet; thence South 89°44'05" West a distance of 103.82 feet to a point on a curve to the right, said curve having a radius of 260.50 feet, a central angle of 21°09'15", a chord bearing of North 79°41'17" West and a chord distance of 95.63 feet; thence along the arc of said curve a distance of 96.18 feet to a point on a compound curve to the left, said curve having a radius of 139.50 feet, a central angle of 21°09'15", a chord bearing of North 79°41'17" West and a chord distance of 51.21 feet; thence along the arc of said curve a distance of 51.50 feet; thence South 89°44'05" West a distance of 166.45 feet; thence South 44°44'05" West a distance of 48.79 feet; thence South 00°15'55" East a distance of 3.74 feet; thence South 89°44'05" West a distance of 174.97 feet; thence North 06°06'52" West a distance of 228.93 feet; thence North 23°03'37" West a distance of 178.64 feet; thence North 32°46'37" West a distance of 109.86 feet; thence North 02°45'25" East a distance of 70.33 feet; thence North 59°32'25" West a distance of 97.44 feet to a point on a non-tangent curve to the left, said curve having a radius of 225.00 feet, a central angle of 03°26'36", a chord bearing of South 27°27'53" West and a chord distance of 13.52 feet; thence along the arc of said curve a distance of 13.52 feet; thence North 64°15'25" West a distance of 50.00 feet; thence North 58°54'53" West a distance of 86.82 feet; thence North 67°48'49" West a distance of 135.75 feet; thence North 76°17'48" West a distance of 104.87 feet; thence North 85°13'34" West a distance of 115.90 feet to a point on a non-tangent curve to the left, said curve having a radius of 225.00 feet, a central angle of 05°28'45", a chord bearing of South 02°11'06" East and a chord distance of 21.51 feet; thence along the arc of said curve a distance of 21.52 feet; thence South 85°04'31" West a distance of 50.00 feet; thence South 87°54'50" West a distance of 147.59 feet; thence North 07°04'29" West a distance of 50.58 feet; thence North 05°27'55" East a distance of 27.67 feet; thence North 24°27'28" East a distance of 69.30 feet to a point on a non-tangent curve to the right, said curve having a radius of 475.00 feet, a central angle of 04°36'37", a chord bearing of North 77°34'44" East and a chord distance of 38.21 feet; thence along the arc of said curve a distance of 38.22 feet; thence North 10°06'58" West a distance of 50.00 feet; thence North 12°32'31" West a distance of 185.34 feet; thence North 53°29'02" West a distance of 132.39 feet; thence North 37°01'22" West a distance of 44.94 feet; thence North 24°13'32" West a distance of 61.31 feet; thence North 05°51'50" West a distance of 100.36 feet; thence North 30°52'51" West a distance of 31.75 feet to a point on the north line of the Northeast Quarter (NE/4); thence North 89°15'52" East along the said north line a distance of 1316.70 feet; thence South 00°43'48" East a distance of 392.33 feet; thence North 89°44'08" East a

distance of 369.21 feet to the point of beginning containing 1,435,926.5569 square feet or 32.9643 acres more or less;

and otherwise known as

all of the real property described in the plat recorded on May 31, 2007 as document number 2007077960 in Book 65 Plats, at Page 42 of the Oklahoma County Clerk's Office's records and designated as The Grove Phase I, including specifically:

Lots One (1) through Fifty-six (56), inclusive, in Block One (1) of the plat of The Grove Phase I; and

Lots One (1) through Twenty (20), inclusive, in Block Two (2) of the plat of The Grove Phase I; and

Lots One (1) through Twenty (20), inclusive, in Block Three (3) of the plat of The Grove Phase I; and

Lots One (1) through Twelve (12), inclusive, in Block Four (4) of the plat of The Grove Phase I; and

Lots One (1) through Eight (8), inclusive, in Block Five (5) of the plat of The Grove Phase I; and

Lots One (1) through Two (2), inclusive, in Block Six (6) of the plat of The Grove Phase I; and

Common Area "A" of the plat of The Grove Phase I; and

Common Area "B" of the plat of The Grove Phase I.

EXHIBIT "2"

THE GROVE, PHASE II

LEGAL DESCRIPTION

A part of the North Half (N/2) of Section Twenty-Five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, City of Oklahoma City, County of Oklahoma, Oklahoma and being more particularly described as follows:

Commencing at the Northeast corner of said North Half (N/2); thence South 89°15'52" West along the north line of the Northeast Quarter a distance of 1689.11 feet to the POINT OF BEGINNING; thence from said point of beginning South 30°52'51" East a distance of 31.75 feet; thence South 05°51'50" East a distance of 100.36 feet; thence South 24°13'32" East a distance of 61.31 feet; thence South 37°01'22" East a distance of 44.94 feet; thence South 53°29'02" East a distance of 132.39 feet; thence South 12°32'31" East a distance of 185.34 feet; thence South 10°06'58" East a distance of 50.00 feet to a point on a non-tangent curve to the left, said curve having a radius of 475.00 feet, a central angle of 25°48'22", a chord bearing of South 66°58'51" West and a chord distance of 212.14 feet; thence along the arc of said curve a distance of 213.94 feet; thence South 54°04'40" West a distance of 216.17 feet; thence South 35°50'08" East a distance of 122.50 feet; thence South 54°04'40" West a distance of 279.89 feet; thence South 46°20'06" West a distance of 436.99 feet; thence South 62°13'32" West a distance of 268.67 feet; thence South 10°53'13" West a distance of 194.82 feet; thence North 45°22'28" West a distance of 79.70 feet; thence North 45°48'16" West a distance of 136.23 feet to a point on a non-tangent curve to the right, said curve having a radius of 110.00 feet, a central angle of 82°19'23", a chord bearing of South 72°13'14" West and a chord distance of 144.80 feet; thence along the arc of said curve a distance of 158.05 feet to a point on a reverse curve to the left, said curve having a radius of 118.00 feet, a central angle of 51°09'24", a chord bearing of South 87°48'14" West, and a chord distance of 101.89 feet; thence along the arc of said curve a distance of 105.36 feet; thence North 27°46'28" West a distance of 50.00 feet to a point on a non-tangent curve to the left, said curve having a radius of 118.00 feet, a central angle of 51°09'24", a chord bearing of North 36°38'49" East and a chord distance of 101.89 feet; thence along the arc of said curve a distance of 105.36 feet to a point on a reverse curve to the right, said curve having a radius of 110.00 feet, a central angle of 33°56'27", a chord bearing of North 28°02'21" East and a chord distance of 64.21 feet; thence along the arc of said curve a distance of 65.16 feet; thence North 17°42'37" East a distance of 41.53 feet; thence North 16°06'50" West a distance of 91.86 feet to a point on a curve to the right, said curve having a radius of 1030.00 feet, a central angle of 12°02'05", a chord bearing of North 10°05'48" West and a chord distance of 215.95 feet; thence along the arc of said curve a distance of 216.35 feet; thence North 47°20'27" West a distance of 35.99 feet; thence North 01°17'52" West a distance of 50.00 feet; thence North 44°44'43" East a distance of 35.99 feet to a point on a non-tangent curve to the right, said curve having a radius of 1030.00 feet, a central angle of 11°01'04", a chord bearing of North 06°59'34" East and a chord distance of 197.76 feet; thence along the arc of said curve a distance of 198.07 feet to a point on a reverse curve to the left, said curve having a radius of 295.00 feet, a central angle of 37°59'43", a chord bearing of North 06°29'46" West and a chord distance of 192.06 feet;

thence along the arc of said curve a distance of 195.63 feet; thence North 25°29'37" West a distance of 216.15 feet to a point on a curve to the right, said curve having a radius of 355.00 feet, a central angle of 20°47'06", a chord bearing of North 15°06'04" West and a chord distance of 128.08 feet; thence along the arc of said curve a distance of 128.78 feet to a point on a reverse curve to the left, said curve having a radius of 100.00 feet, a central angle of 17°16'40", a chord bearing of North 13°20'51" West and a chord distance of 30.04 feet; thence along the arc of said curve a distance of 30.16 feet to a point on a compound curve to the right, said curve having a radius of 210.23 feet, a central angle of 21°01'04", a chord bearing of North 11°28'40" West and a chord distance of 76.69 feet; thence along the arc of said curve a distance of 77.12 feet; thence North 00°44'08" West a distance of 65.22 feet to a point on the north line of the Northwest Quarter (NW/4); thence North 89°16'35" East a distance of 447.80 feet to the Northwest corner of the Northeast Quarter (NE/4); thence North 89°15'52" East along the north line of the said Northeast Quarter (NE/4) a distance of 960.45 feet to the point of beginning containing 1,663,899.2779 square feet or 38.1979 acres more or less.

W1
WHEN RECORDED MAIL TO
NAME Chek + Falcone PysC
ADDRESS 6301 N. Waterford Blvd., Ste 320
CITY & STATE Okc, Ok 73118

Doc # 2009109655
Bk 11174
Pg 1156-1162
DATE 08/14/09 16:17:58
Filing Fee \$25.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

After recording return to:
Caliber Development Company LLC
14301 Caliber Drive, Suite 100
Oklahoma City, Oklahoma 73134

**THIRD AMENDMENT TO THE DECLARATION
OF COVENANTS AND RESTRICTIONS OF
THE GROVE ADDITION**

THIS THIRD AMENDMENT TO DECLARATION (“Third Amendment”), made August 14, 2009, by CALIBER DEVELOPMENT COMPANY LLC, a Delaware limited liability company (“Declarant”) hereby amends that certain Declaration of Covenants and Restrictions for The Grove Addition filed June 19, 2007, and recorded in Book 10517 at Page 908 in the office of the County Clerk of Oklahoma County, Oklahoma (the “Original Declaration”), as amended by that certain First Amendment and Annexation to the Declaration of Covenants and Restrictions of The Grove Addition filed January 16, 2008, and recorded in Book 10708 at Page 577 in the office of the County Clerk of Oklahoma County, Oklahoma (the “First Amendment to Declaration”), as amended by that certain Second Amendment and Correction to the Declaration of Covenants and Restrictions of The Grove Addition filed January 24, 2008, and recorded in Book 10714 at Page 203 in the office of the County Clerk of Oklahoma County, Oklahoma (the “Second Amendment to Declaration”). The Original Declaration, as amended by the First Amendment to Declaration and the Second Amendment to Declaration, shall be collectively referred to herein as the “Declaration” and covers the real property and improvements described on Exhibit 1 and Exhibit 2 attached hereto and made a part hereof. All terms capitalized and not otherwise defined herein shall have the meanings given them in the Declaration. By this Third Amendment Declarant amends the Declaration in the following specific respects only as follows:

1. Section 1.09 of the Declaration is deleted in its entirety and the following is substituted therefor:

Section 1.09 “Common Area” shall mean that area designated on the Subdivision Plat as “Common Area” and the islands and medians in street rights-of-way, private drainage easements, landscaped areas along arterial streets, and the irrigation thereof.

2. Section 3.02 of the Declaration is deleted in its entirety and the following is substituted therefor:

Section 3.02 No Right to Split Lots, etc. A Lot and the easement of use and enjoyment in the Common Area appurtenant thereto shall not be separated or divided one from the other by any means, unless (a) a Lot is split and added to adjoining property resulting in no new additional building plot and (b) all necessary approvals of such split have been obtained from any planning department or

other governmental authority having jurisdiction over the Property.

3. The second sentence of Section 3.03.e. is deleted in its entirety and the following is substituted therefor:

The Association shall be the sole judge as to the appropriate maintenance, preservation and protection of all grounds within the Common Area.

4. Section 3.05 of the Declaration is deleted in its entirety and the following is substituted therefor:

Section 3.05 Use by Motor Vehicles. No motor vehicle of any description, other than vehicles used in maintenance of the Common Area by the Association or its authorized agents, shall be allowed on any unpaved portion of the Common Area, unless specifically authorized by the Board.

5. The final sentence of Section 4.01.f. of the Declaration is deleted in its entirety and the following is substituted therefor:

Only an entire Lot, together with all of the Improvements thereon, may be rented, and then only to a Single Family.

6. The word "affect" in the final sentence of Section 4.01.g. of the Declaration is deleted and "effect" is substituted therefor.

7. The following is added to Section 4.01 of the Declaration as Section 4.01.x.:

x. Commencement and Completion of Construction. Each Owner shall cause Commencement of Construction of a Residence on a Lot to occur no later than twenty-four (24) months following conveyance of such Lot from Declarant to the initial Owner. "Commencement of Construction" shall mean the date a building permit for construction of a Residence on the Lot is issued by the City of Oklahoma City. Following Commencement of Construction each Owner shall cause construction of the Residence to be diligently pursued and shall cause Completion of Construction to occur no later than ten (10) months following Commencement of Construction unless such time is extended by the Design Review Committee. "Completion of Construction" shall mean issuance by the City of Oklahoma City of a certificate of occupancy covering the Residence on an Owner's Lot. In the event of a failure of an Owner to abide by such Owner's obligations with respect to Commencement of Construction or Completion of Construction, or both, set forth in this Declaration and the Architectural and Design Rules attached hereto or as from time to time amended, the Declarant or its designee may, at its

election, cause Commencement of Construction or Completion of Construction, or both, to occur at the expense of an Owner.

8. The word “therefore” in the first sentence of Section 7.01 of the Declaration is deleted and “therefor” is substituted therefor.

9. The words “Regular Assessments” in the first sentence of Section 7.05 of the Declaration are deleted and “regular assessments” is substituted therefor.

10. The following is added to the Declaration following Section 7.05 and before Section 7.06:

Section 7.05A. Specific Assessments. The Board shall have the power to levy specific assessments against a particular Lot or Lots constituting less than all Lots for any monetary remedies authorized by the Declaration and for costs incurred (a) in bringing the Lot or Lots into compliance with the Declaration, the By-Laws, the Architectural and Design Rules, and any other obligation now or hereafter imposed upon Lots or Owners or (b) as a consequence of the action or inaction of an Owner or any occupant of a Lot. Without limiting the generality of the foregoing, if Commencement of Construction or Completion of Construction do not occur within the time specified in this Declaration or in the Architectural and Design Rules, the Board shall have the power to levy specific assessments against a Lot as frequently as the Board deems appropriate in the event the Declarant or its designee elects to expend funds toward Commencement of Construction or Completion of Construction, or both, such specific assessments to be equal to the amount of funds expended for such purpose together with a fee of twelve percent (12%) of such expenditures to cover Declarant’s administrative expenses incurred in overseeing Commencement of Construction or Completion of Construction, or both, and such specific assessments shall bear interest at the rate specified in Section 7.09 from the date of each levy thereof until paid. The Board shall give the Owner written notice of the amount of each such specific assessment together with copies of invoices and statements setting forth amounts incurred by Declarant or its designee in connection with Commencement of Construction or Completion of Construction, or both, which notice, absent manifest error, shall be conclusive. The Owner shall pay each specific assessment within ten (10) days after written notice of the amount thereof.

11. The first occurrence of the word “annual” in Section 7.07 is deleted and “regular” is substituted therefor.

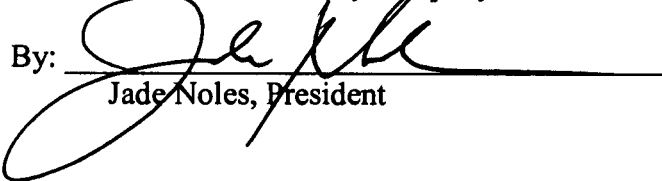
12. Terms capitalized and not otherwise defined in the Architectural and Design Rules attached to the Declaration, or as from time to time amended, shall have the meanings given them

in the Declaration. The final two sentences of Section II.g. of the Architectural and Design Rules are deleted in their entirety and the following is substituted therefor:

Completion of Construction shall occur no later than ten (10) months from the date of Commencement of Construction, unless extensions of time are granted by the Design Review Committee. If no such extension of time is given by the Design Review Committee, or if the Design Review Committee determines in its discretion that Completion of Construction cannot reasonably be expected to occur within the time remaining therefor, the Declarant or its designee may, but shall not be obligated to, complete such construction at the expense of the Owner.

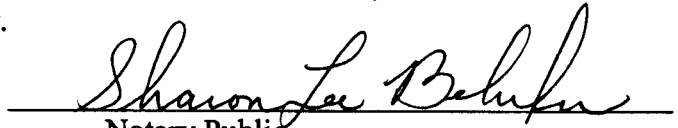
The Declaration, except to the extent specifically amended hereby, shall remain in full force and effect as originally stated and is hereby ratified and confirmed in all respects.

CALIBER DEVELOPMENT COMPANY LLC,
a Delaware limited liability company

By: 
Jade Noles, President

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 14th day of August 2009 by Jade Noles, President of CALIBER DEVELOPMENT COMPANY LLC, a Delaware limited liability company, on behalf of the company.


Notary Public

My commission expires: _____

Commission no. _____

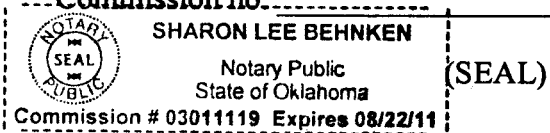
 (SEAL)

Exhibit 1

The Grove, Phase I

A part of the Northeast Quarter (NE/4) of Section Twenty-Five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, City of Oklahoma City, County of Oklahoma, Oklahoma and being more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter (NE/4); thence South 00°15'55" East along the east line of said Northeast Quarter a distance of 395.38 feet to the **POINT OF BEGINNING**; thence continuing South 00°15'55" East along the said east line a distance of 1002.12 feet; thence South 89°44'05" West a distance of 103.82 feet to a point on a curve to the right, said curve having a radius of 260.50 feet, a central angle of 21°09'15", a chord bearing of North 79°41'17" West and a chord distance of 95.63 feet; thence along the arc of said curve a distance of 96.18 feet to a point on a compound curve to the left, said curve having a radius of 139.50 feet, a central angle of 21°09'15", a chord bearing of North 79°41'17" West and a chord distance of 51.21 feet; thence along the arc of said curve a distance of 51.50 feet; thence South 89°44'05" West a distance of 166.45 feet; thence South 44°44'05" West a distance of 48.79 feet; thence South 00°15'55" East a distance of 3.74 feet; thence South 89°44'05" West a distance of 174.97 feet; thence North 06°06'52" West a distance of 228.93 feet; thence North 23°03'37" West a distance of 178.64 feet; thence North 32°46'37" West a distance of 109.86 feet; thence North 02°45'25" East a distance of 70.33 feet; thence North 59°32'25" West a distance of 97.44 feet to a point on a non-tangent curve to the left, said curve having a radius of 225.00 feet, a central angle of 03°26'36", a chord bearing of South 27°27'53" West and a chord distance of 13.52 feet; thence along the arc of said curve a distance of 13.52 feet; thence North 64°15'25" West a distance of 50.00 feet; thence North 58°54'53" West a distance of 86.82 feet; thence North 67°48'49" West a distance of 135.75 feet; thence North 76°17'48" West a distance of 104.87 feet; thence North 85°13'34" West a distance of 115.90 feet to a point on a non-tangent curve to the left, said curve having a radius of 225.00 feet, a central angle of 05°28'45", a chord bearing of South 02°11'06" East and a chord distance of 21.51 feet; thence along the arc of said curve a distance of 21.52 feet; thence South 85°04'31" West a distance of 50.00 feet; thence South 87°54'50" West a distance of 147.59 feet; thence North 07°04'29" West a distance of 50.58 feet; thence North 05°27'55" East a distance of 27.67 feet; thence North 24°27'28" East a distance of 69.30 feet to a point on a non-tangent curve to the right, said curve having a radius of 475.00 feet, a central angle of 04°36'37", a chord bearing of North 77°34'44" East and a chord distance of 38.21 feet; thence along the arc of said curve a distance of 38.22 feet; thence North 10°06'58" West a distance of 50.00 feet; thence North 12°32'31" West a distance of 185.34 feet; thence North 53°29'02" West a distance of 132.39 feet; thence North 37°01'22" West a distance of 44.94 feet; thence North 24°13'32" West a distance of 61.31 feet; thence North 05°51'50" West a distance of 100.36 feet; thence North 30°52'51" West a distance of 31.75 feet to a point on the north line of the Northeast Quarter (NE/4); thence North 89°15'52" East along the said north line a distance of 1316.70 feet; thence South 00°43'48" East a distance of 392.33 feet; thence North 89°44'08" East a distance of 369.21 feet to the point of beginning containing 1,435,926.5569 square feet or 32.9643 acres more or less.

The foregoing is otherwise known and described as all of the real property described in the Plat filed May 31, 2007, and recorded in Book 65 Plats, at Page 42 in the office of the County Clerk of Oklahoma County, Oklahoma.

Exhibit 2

The Grove, Phase II

A part of the North Half (N/2) of Section Twenty-Five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, City of Oklahoma City, County of Oklahoma, Oklahoma and being more particularly described as follows:

Commencing at the Northeast corner of said North Half (N/2); thence South $89^{\circ}15'52''$ West along the north line of the Northeast Quarter a distance of 1689.11 feet to the **POINT OF BEGINNING**; thence from said point of beginning South $30^{\circ}52'51''$ East a distance of 31.75 feet; thence South $05^{\circ}51'50''$ East a distance of 100.36 feet; thence South $24^{\circ}13'32''$ East a distance of 61.31 feet; thence South $37^{\circ}01'22''$ East a distance of 44.94 feet; thence South $53^{\circ}29'02''$ East a distance of 132.39 feet; thence South $12^{\circ}32'31''$ East a distance of 185.34 feet; thence South $10^{\circ}06'58''$ East a distance of 50.00 feet to a point on a non-tangent curve to the left, said curve having a radius of 475.00 feet, a central angle of $25^{\circ}48'22''$, a chord bearing of South $66^{\circ}58'51''$ West and a chord distance of 212.14 feet; thence along the arc of said curve a distance of 213.94 feet; thence South $54^{\circ}04'40''$ West a distance of 216.17 feet; thence South $35^{\circ}50'08''$ East a distance of 122.50 feet; thence South $54^{\circ}04'40''$ West a distance of 279.89 feet; thence South $46^{\circ}20'06''$ West a distance of 436.99 feet; thence South $62^{\circ}13'32''$ West a distance of 268.67 feet; thence South $10^{\circ}53'13''$ West a distance of 194.82 feet; thence North $45^{\circ}22'28''$ West a distance of 79.70 feet; thence North $45^{\circ}48'16''$ West a distance of 136.23 feet to a point on a non-tangent curve to the right, said curve having a radius of 110.00 feet, a central angle of $82^{\circ}19'23''$, a chord bearing of South $72^{\circ}13'14''$ West and a chord distance of 144.80 feet; thence along the arc of said curve a distance of 158.05 feet to a point on a reverse curve to the left, said curve having a radius of 118.00 feet, a central angle of $51^{\circ}09'24''$, a chord bearing of South $87^{\circ}48'14''$ West, and a chord distance of 101.89 feet; thence along the arc of said curve a distance of 105.36 feet; thence North $27^{\circ}46'28''$ West a distance of 50.00 feet to a point on a non-tangent curve to the left, said curve having a radius of 118.00 feet, a central angle of $51^{\circ}09'24''$, a chord bearing of North $36^{\circ}38'49''$ East and a chord distance of 101.89 feet; thence along the arc of said curve a distance of 105.36 feet to a point on a reverse curve to the right, said curve having a radius of 110.00 feet, a central angle of $33^{\circ}56'27''$, a chord bearing of North $28^{\circ}02'21''$ East and a chord distance of 64.21 feet; thence along the arc of said curve a distance of 65.16 feet; thence North $17^{\circ}42'37''$ East a distance of 41.53 feet; thence North $16^{\circ}06'50''$ West a distance of 91.86 feet to a point on a curve to the right, said curve having a radius of 1030.00 feet, a central angle of $12^{\circ}02'05''$, a chord bearing of North $10^{\circ}05'48''$ West and a chord distance of 215.95 feet; thence along the arc of said curve a distance of 216.35 feet; thence North $47^{\circ}20'27''$ West a distance of 35.99 feet; thence North $01^{\circ}17'52''$ West a distance of 50.00 feet; thence North $44^{\circ}44'43''$ East a distance of 35.99 feet to a point on a non-tangent curve to the right, said curve having a radius of 1030.00 feet, a central angle of $11^{\circ}01'04''$, a chord bearing of North $06^{\circ}59'34''$ East and a chord distance of 197.76 feet; thence along the arc of said curve a distance of 198.07 feet to a point on a reverse curve to the left, said curve having a radius of 295.00 feet, a central angle of $37^{\circ}59'43''$, a chord bearing of North $06^{\circ}29'46''$ West and a chord distance of 192.06 feet; thence along the arc of said curve a distance of 195.63 feet; thence North $25^{\circ}29'37''$ West a distance of 216.15 feet to a point on a curve to the right, said curve having a radius of 355.00 feet, a central angle of $20^{\circ}47'06''$, a chord bearing of North $15^{\circ}06'04''$ West and a chord distance of 128.08 feet; thence along the arc of said curve a distance of 128.78 feet to a point on a reverse curve to the left, said curve having a radius of 100.00 feet, a central angle of $17^{\circ}16'40''$, a chord

bearing of North 13°20'51" West and a chord distance of 30.04 feet; thence along the arc of said curve a distance of 30.16 feet to a point on a compound curve to the right, said curve having a radius of 210.23 feet, a central angle of 21°01'04", a chord bearing of North 11°28'40" West and a chord distance of 76.69 feet; thence along the arc of said curve a distance of 77.12 feet; thence North 00°44'08" West a distance of 65.22 feet to a point on the north line of the Northwest Quarter (NW/4); thence North 89°16'35" East a distance of 447.80 feet to the Northwest corner of the Northeast Quarter (NE/4); thence North 89°15'52" East along the north line of the said Northeast Quarter (NE/4) a distance of 960.45 feet to the point of beginning containing 1,663,899.2779 square feet or 38.1979 acres more or less.

The foregoing is otherwise known and described as all of the real property described in the Plat filed May 7, 2008, and recorded in Book 66 Plats, at Page 73 in the office of the County Clerk of Oklahoma County, Oklahoma.

After recording return to:
Caliber Development Company LLC
14301 Caliber Drive, Suite 100
Oklahoma City, Oklahoma 73134

**FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS AND
RESTRICTIONS OF THE GROVE ADDITION FOR PURPOSES OF
ANNEXING ADDITIONAL COMMON AREAS**

THIS FOURTH AMENDMENT TO DECLARATION (“Fourth Amendment”), made November __, 2009, by CALIBER DEVELOPMENT COMPANY LLC, a Delaware limited liability company (“Declarant”) hereby amends that certain Declaration of Covenants and Restrictions for The Grove Addition filed June 19, 2007, and recorded in Book 10517 at Page 908 in the office of the County Clerk of Oklahoma County, Oklahoma (the “Original Declaration”), as amended by that certain First Amendment and Annexation to the Declaration of Covenants and Restrictions of The Grove Addition filed January 16, 2008, and recorded in Book 10708 at Page 577 in the office of the County Clerk of Oklahoma County, Oklahoma (the “First Amendment to Declaration”), as amended by that certain Second Amendment and Correction to the Declaration of Covenants and Restrictions of The Grove Addition filed January 24, 2008, and recorded in Book 10714 at Page 203 in the office of the County Clerk of Oklahoma County, Oklahoma (the “Second Amendment to Declaration”), as amended by that certain Third Amendment to the Declaration of Covenants and Restrictions of the Grove Addition filed August 14, 2009, and recorded in Book 11174 at Page 1156 in the office of the County Clerk of Oklahoma County, Oklahoma (the “Third Amendment to Declaration”). The Original Declaration, as amended by the First Amendment to Declaration, the Second Amendment to Declaration, and the Third Amendment to Declaration shall be collectively referred to herein as the “Declaration” and covers the real property and improvements described on Exhibit 1 and Exhibit 2 attached hereto and made a part hereof. All terms capitalized and not otherwise defined herein shall have the meanings given them in the Declaration. By this Fourth Amendment, Declarant declares pursuant to Article X of the Declaration as follows:

1. The real property described as Pipeline Common Area “A” and Recreation Common Area “B” on that certain Final Plat of The Grove Recreation Center filed January 22, 2009, and recorded in Book 67 Plats, at Page 97 in the office of the County Clerk of Oklahoma County, Oklahoma, together with all improvements thereon (the “Annexed Common Area”) is hereby annexed to the Declaration and made subject to the provisions thereof.

2. The definition of Common Area in the Declaration is hereby amended to include the Annexed Common Area.

3. The Declaration, as amended hereby, is ratified and confirmed in all respects.

[Signature page, acknowledgments, Exhibit 1, and Exhibit 2 attached.]

CALIBER DEVELOPMENT COMPANY LLC,
a Delaware limited liability company

By: _____
Jade Noles, President

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this ____ day of November 2009 by Jade Noles, President of CALIBER DEVELOPMENT COMPANY LLC, a Delaware limited liability company, on behalf of the company.

Notary Public
My commission expires: _____
Commission no. _____

(SEAL)

Exhibit 1

The Grove, Phase I

A part of the Northeast Quarter (NE/4) of Section Twenty-Five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, City of Oklahoma City, County of Oklahoma, Oklahoma and being more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter (NE/4); thence South $00^{\circ}15'55''$ East along the east line of said Northeast Quarter a distance of 395.38 feet to the **POINT OF BEGINNING**; thence continuing South $00^{\circ}15'55''$ East along the said east line a distance of 1002.12 feet; thence South $89^{\circ}44'05''$ West a distance of 103.82 feet to a point on a curve to the right, said curve having a radius of 260.50 feet, a central angle of $21^{\circ}09'15''$, a chord bearing of North $79^{\circ}41'17''$ West and a chord distance of 95.63 feet; thence along the arc of said curve a distance of 96.18 feet to a point on a compound curve to the left, said curve having a radius of 139.50 feet, a central angle of $21^{\circ}09'15''$, a chord bearing of North $79^{\circ}41'17''$ West and a chord distance of 51.21 feet; thence along the arc of said curve a distance of 51.50 feet; thence South $89^{\circ}44'05''$ West a distance of 166.45 feet; thence South $44^{\circ}44'05''$ West a distance of 48.79 feet; thence South $00^{\circ}15'55''$ East a distance of 3.74 feet; thence South $89^{\circ}44'05''$ West a distance of 174.97 feet; thence North $06^{\circ}06'52''$ West a distance of 228.93 feet; thence North $23^{\circ}03'37''$ West a distance of 178.64 feet; thence North $32^{\circ}46'37''$ West a distance of 109.86 feet; thence North $02^{\circ}45'25''$ East a distance of 70.33 feet; thence North $59^{\circ}32'25''$ West a distance of 97.44 feet to a point on a non-tangent curve to the left, said curve having a radius of 225.00 feet, a central angle of $03^{\circ}26'36''$, a chord bearing of South $27^{\circ}27'53''$ West and a chord distance of 13.52 feet; thence along the arc of said curve a distance of 13.52 feet; thence North $64^{\circ}15'25''$ West a distance of 50.00 feet; thence North $58^{\circ}54'53''$ West a distance of 86.82 feet; thence North $67^{\circ}48'49''$ West a distance of 135.75 feet; thence North $76^{\circ}17'48''$ West a distance of 104.87 feet; thence North $85^{\circ}13'34''$ West a distance of 115.90 feet to a point on a non-tangent curve to the left, said curve having a radius of 225.00 feet, a central angle of $05^{\circ}28'45''$, a chord bearing of South $02^{\circ}11'06''$ East and a chord distance of 21.51 feet; thence along the arc of said curve a distance of 21.52 feet; thence South $85^{\circ}04'31''$ West a distance of 50.00 feet; thence South $87^{\circ}54'50''$ West a distance of 147.59 feet; thence North $07^{\circ}04'29''$ West a distance of 50.58 feet; thence North $05^{\circ}27'55''$ East a distance of 27.67 feet; thence North $24^{\circ}27'28''$ East a distance of 69.30 feet to a point on a non-tangent curve to the right, said curve having a radius of 475.00 feet, a central angle of $04^{\circ}36'37''$, a chord bearing of North $77^{\circ}34'44''$ East and a chord distance of 38.21 feet; thence along the arc of said curve a distance of 38.22 feet; thence North $10^{\circ}06'58''$ West a distance of 50.00 feet; thence North $12^{\circ}32'31''$ West a distance of 185.34 feet; thence North $53^{\circ}29'02''$ West a distance of 132.39 feet; thence North $37^{\circ}01'22''$ West a distance of 44.94 feet; thence North $24^{\circ}13'32''$ West a distance of 61.31 feet; thence North $05^{\circ}51'50''$ West a distance of 100.36 feet; thence North $30^{\circ}52'51''$ West a distance of 31.75 feet to a point on the north line of the Northeast Quarter (NE/4); thence North $89^{\circ}15'52''$ East along the said north line a distance of 1316.70 feet; thence South $00^{\circ}43'48''$ East a distance of 392.33 feet; thence North $89^{\circ}44'08''$ East a distance of 369.21 feet to the point of beginning containing 1,435,926.5569 square feet or 32.9643 acres more or less.

The foregoing is otherwise known and described as all of the real property described in the Plat filed May 31, 2007, and recorded in Book 65 Plats, at Page 42 in the office of the County Clerk of Oklahoma County, Oklahoma.

Exhibit 2

The Grove, Phase II

A part of the North Half (N/2) of Section Twenty-Five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, City of Oklahoma City, County of Oklahoma, Oklahoma and being more particularly described as follows:

Commencing at the Northeast corner of said North Half (N/2); thence South $89^{\circ}15'52''$ West along the north line of the Northeast Quarter a distance of 1689.11 feet to the **POINT OF BEGINNING**; thence from said point of beginning South $30^{\circ}52'51''$ East a distance of 31.75 feet; thence South $05^{\circ}51'50''$ East a distance of 100.36 feet; thence South $24^{\circ}13'32''$ East a distance of 61.31 feet; thence South $37^{\circ}01'22''$ East a distance of 44.94 feet; thence South $53^{\circ}29'02''$ East a distance of 132.39 feet; thence South $12^{\circ}32'31''$ East a distance of 185.34 feet; thence South $10^{\circ}06'58''$ East a distance of 50.00 feet to a point on a non-tangent curve to the left, said curve having a radius of 475.00 feet, a central angle of $25^{\circ}48'22''$, a chord bearing of South $66^{\circ}58'51''$ West and a chord distance of 212.14 feet; thence along the arc of said curve a distance of 213.94 feet; thence South $54^{\circ}04'40''$ West a distance of 216.17 feet; thence South $35^{\circ}50'08''$ East a distance of 122.50 feet; thence South $54^{\circ}04'40''$ West a distance of 279.89 feet; thence South $46^{\circ}20'06''$ West a distance of 436.99 feet; thence South $62^{\circ}13'32''$ West a distance of 268.67 feet; thence South $10^{\circ}53'13''$ West a distance of 194.82 feet; thence North $45^{\circ}22'28''$ West a distance of 79.70 feet; thence North $45^{\circ}48'16''$ West a distance of 136.23 feet to a point on a non-tangent curve to the right, said curve having a radius of 110.00 feet, a central angle of $82^{\circ}19'23''$, a chord bearing of South $72^{\circ}13'14''$ West and a chord distance of 144.80 feet; thence along the arc of said curve a distance of 158.05 feet to a point on a reverse curve to the left, said curve having a radius of 118.00 feet, a central angle of $51^{\circ}09'24''$, a chord bearing of South $87^{\circ}48'14''$ West, and a chord distance of 101.89 feet; thence along the arc of said curve a distance of 105.36 feet; thence North $27^{\circ}46'28''$ West a distance of 50.00 feet to a point on a non-tangent curve to the left, said curve having a radius of 118.00 feet, a central angle of $51^{\circ}09'24''$, a chord bearing of North $36^{\circ}38'49''$ East and a chord distance of 101.89 feet; thence along the arc of said curve a distance of 105.36 feet to a point on a reverse curve to the right, said curve having a radius of 110.00 feet, a central angle of $33^{\circ}56'27''$, a chord bearing of North $28^{\circ}02'21''$ East and a chord distance of 64.21 feet; thence along the arc of said curve a distance of 65.16 feet; thence North $17^{\circ}42'37''$ East a distance of 41.53 feet; thence North $16^{\circ}06'50''$ West a distance of 91.86 feet to a point on a curve to the right, said curve having a radius of 1030.00 feet, a central angle of $12^{\circ}02'05''$, a chord bearing of North $10^{\circ}05'48''$ West and a chord distance of 215.95 feet; thence along the arc of said curve a distance of 216.35 feet; thence North $47^{\circ}20'27''$ West a distance of 35.99 feet; thence North $01^{\circ}17'52''$ West a distance of 50.00 feet; thence North $44^{\circ}44'43''$ East a distance of 35.99 feet to a point on a non-tangent curve to the right, said curve having a radius of 1030.00 feet, a central angle of $11^{\circ}01'04''$, a chord bearing of North $06^{\circ}59'34''$ East and a chord distance of 197.76 feet; thence along the arc of said curve a distance of 198.07 feet to a point on a reverse curve to the left, said curve having a radius of 295.00 feet, a central angle of $37^{\circ}59'43''$, a chord bearing of North $06^{\circ}29'46''$ West and a chord distance of 192.06 feet; thence along the arc of said curve a distance of 195.63 feet; thence North $25^{\circ}29'37''$ West a distance of 216.15 feet to a point on a curve to the right, said curve having a radius of 355.00 feet, a central angle of $20^{\circ}47'06''$, a chord bearing of North $15^{\circ}06'04''$ West and a chord distance of 128.08 feet; thence along the arc of said curve a distance of 128.78 feet to a point on a reverse curve to the left, said curve having a radius of 100.00 feet, a central angle of $17^{\circ}16'40''$, a chord

bearing of North 13°20'51" West and a chord distance of 30.04 feet; thence along the arc of said curve a distance of 30.16 feet to a point on a compound curve to the right, said curve having a radius of 210.23 feet, a central angle of 21°01'04", a chord bearing of North 11°28'40" West and a chord distance of 76.69 feet; thence along the arc of said curve a distance of 77.12 feet; thence North 00°44'08" West a distance of 65.22 feet to a point on the north line of the Northwest Quarter (NW/4); thence North 89°16'35" East a distance of 447.80 feet to the Northwest corner of the Northeast Quarter (NE/4); thence North 89°15'52" East along the north line of the said Northeast Quarter (NE/4) a distance of 960.45 feet to the point of beginning containing 1,663,899.2779 square feet or 38.1979 acres more or less.

The foregoing is otherwise known and described as all of the real property described in the Plat filed May 7, 2008, and recorded in Book 66 Plats, at Page 73 in the office of the County Clerk of Oklahoma County, Oklahoma.

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05/31/2011 04:19:36 PM
Bk:RE11643 Pg:407 Pgs:23 AMEN
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

After recording return to:
Caliber Development Company LLC
14301 Caliber Drive, Suite 100
Oklahoma City, Oklahoma 73134

FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF THE GROVE ADDITION

THIS FIFTH AMENDMENT TO DECLARATION (“Fifth Amendment”), made May 25, 2011, by CALIBER DEVELOPMENT COMPANY LLC, a Delaware limited liability company (“Declarant”) hereby amends that certain Declaration of Covenants and Restrictions for The Grove Addition filed June 19, 2007, and recorded in Book 10517 at Page 908 in the office of the County Clerk of Oklahoma County, Oklahoma (the “Original Declaration”), as amended by that certain First Amendment and Annexation to the Declaration of Covenants and Restrictions of The Grove Addition filed January 16, 2008, and recorded in Book 10708 at Page 577 in the office of the County Clerk of Oklahoma County, Oklahoma (the “First Amendment to Declaration”), as amended by that certain Second Amendment and Correction to the Declaration of Covenants and Restrictions of The Grove Addition filed January 24, 2008, and recorded in Book 10714 at Page 203 in the office of the County Clerk of Oklahoma County, Oklahoma (the “Second Amendment to Declaration”), as amended by that certain Third Amendment to the Declaration of Covenants and Restrictions of the Grove Addition filed August 14, 2009, and recorded in Book 11174 at Page 1156 in the office of the County Clerk of Oklahoma County, Oklahoma (the “Third Amendment to Declaration”), as amended by that certain Fourth Amendment to the Declaration of Covenants and Restrictions of the Grove Addition for Purposes of Annexing Additional Common Areas filed November 13, 2009, and recorded in Book 11241 at Page 150 in the office of the County Clerk of Oklahoma County, Oklahoma (the “Fourth Amendment to Declaration”). The Original Declaration, as amended by the First Amendment to Declaration, the Second Amendment to Declaration, the Third Amendment to Declaration, and the Fourth Amendment to Declaration shall be collectively referred to herein as the “Declaration” and covers the real property and improvements described on Exhibit 1 and Exhibit 2 attached hereto and made a part hereof. All terms capitalized and not otherwise defined herein shall have the meanings given them in the Declaration. By this Fifth Amendment, Declarant declares as follows:

1. The real property described on Exhibit A-1 attached hereto and made a part hereof, together with all of the common areas described in the Final Plat of The Grove, Phase III described on such Exhibit A-1 (the “Grove, Phase III Plat”), together with all improvements thereon, is hereby annexed to the Declaration and made subject to the provisions thereof.

2. The real property described on Exhibit A-2 attached hereto and made a part hereof, together with all of the common areas described in the Final Plat of The Grove South, Phase 1 described on such Exhibit A-2 (the “Grove South, Phase 1 Plat”), together with all improvements thereon, is hereby annexed to the Declaration and made subject to the provisions thereof.

3. The real property described on Exhibit A-3 attached hereto and made a part hereof, together with all of the common areas described in the Final Plat of The Grove South, Phase 2 described on such Exhibit A-3 (the "Grove South, Phase 2 Plat"), together with all improvements thereon, is hereby annexed to the Declaration and made subject to the provisions thereof.

4. Section 1.13 of the Declaration is deleted in its entirety and the following is substituted therefor:

Section 1.13 "Lot" shall mean any one of the parcels of real property designated as a Lot on the recorded Subdivision Plat within The Grove, and shall not include the Common Area. The ownership of each Lot shall include with it and have appurtenant a non-exclusive easement for the use and enjoyment of the Common Area. A Lot shall be deemed "Improved" when a Single Family Residence or other substantial improvement has been completely constructed thereon. All other Lots shall be deemed "Unimproved" Lots. Pursuant to Article X of this Declaration, subsequently annexed Lots shall be treated in all respects as Lots under this Declaration. For purposes of the Architectural and Design Rules and restrictions applicable to each Lot and for any other purpose, Lots may be further designated into subcategories such as "Bloom's Terrace Lots", "The Old Stone Lots", "The Orchard Lots", "The Meadows at Grove South Lots" and "Whispering Willows at Grove South Lots".

a. Bloom's Terrace Lots are designated as:

Lots One (1) through Fifty-six (56), inclusive, in Block One (1) of The Grove, Phase I; and

Lots One (1) through Twenty (20), inclusive, in Block Two (2) of The Grove, Phase I; and

Lots One (1) through Twenty (20), inclusive, in Block Three (3) of The Grove, Phase I; and

Lots One (1) through Twelve (12), inclusive, in Block Four (4) of The Grove, Phase I; and

Lots One (1) through Eight (8), inclusive, in Block Five (5) of The Grove, Phase I; and

Lots One (1) through Two (2), inclusive, in Block Six (6) of The Grove, Phase I; and

Lots One (1) through Twenty-three (23), inclusive, in Block Seven (7) of The Grove, Phase III; and

Lots One (1) through Thirty-one (31), inclusive, in Block Eight (8) of The Grove, Phase III.

b. The Orchard Lots are designated as:

Lots One (1) through Twenty-six (26), inclusive, in Block One (1) of The Grove, Phase II; and

Lots One (1) through Eleven (11), inclusive, in Block Two (2) of The Grove, Phase II; and

Lots One (1) through Seven (7), inclusive, in Block Three (3) of The Grove, Phase II; and

Lots One (1) through Fifty-three (53), inclusive, in Block Four (4) of The Grove, Phase II; and

Lots One (1) through Eight (8), inclusive, in Block Five (5) of The Grove, Phase II; and

Lots One (1) through Eight (8), inclusive, in Block Six (6) of The Grove, Phase II.

c. The Meadows at Grove South Lots are designated as:

Lots One (1) through Ten (10), inclusive, in Block One (1) of The Grove South, Phase 1; and

Lots One (1) through Thirteen (13), inclusive, in Block Two (2) of The Grove South, Phase 1; and

Lots One (1) through Twenty-eight (28), inclusive, in Block Three (3) of The Grove South, Phase 1; and

Lots One (1) through Fourteen (14), inclusive, in Block Four (4) of The Grove South, Phase 1; and

Lots One (1) through Eight (8), inclusive, in Block Five (5) of The Grove South, Phase 1.

d. Whispering Willows at Grove South Lots are designated as:

Lots One (1) through Twenty (20), inclusive, in Block Six (6) of The Grove South, Phase 2; and

Lots One (1) through Fourteen (14), inclusive, in Block Seven (7) of The Grove South, Phase 2; and

Lots One (1) through Eight (8), inclusive, in Block Eight (8) of The Grove South, Phase 2; and

Lots One (1) through Fifteen (15), inclusive, in Block Nine (9) of The Grove South, Phase 2.

e. The Old Stone Lots are designated as: None designated at this time.

5. Section 7.05A of the Declaration is deleted in its entirety and the following is substituted therefor:

Section 7.05A. Specific Assessments.

1. The Board shall have the power to levy specific assessments against a particular Lot or Lots constituting less than all Lots for (a) any amounts authorized by the Declaration, (b) costs incurred in bringing the Lot or Lots into compliance with the Declaration, the By-Laws, the Architectural and Design Rules, and any other obligation now or hereafter imposed upon Lots or Owners, (c) costs incurred as a consequence of the action or inaction of an Owner or any occupant of a Lot, or (d) amounts imposed pursuant to Schedule 7.05A attached hereto and made a part hereof. All such specific assessments shall bear interest at the rate specified in Section 7.09 from the date of expenditure thereof until paid.
2. Without limiting the generality of Section 7.05A.1., (a) if Commencement of Construction or Completion of Construction do not occur within the time specified in this Declaration or in the Architectural and Design Rules, the Board shall have the power to levy specific assessments against a Lot as frequently as the Board deems appropriate in the event the Declarant or its designee elects to expend funds toward Commencement of Construction or Completion of Construction, or both, such specific assessments to be equal to the amount of funds expended for such purpose together with a fee of twelve percent (12%) of such expenditures to cover Declarant's administrative expenses incurred in overseeing Commencement of Construction or Completion of Construction, or both, or (b) if an Owner otherwise fails to comply with its obligations under the Declaration, By-Laws, the Architectural and Design Rules, and any other obligation now or hereafter imposed upon Lots or Owners (collectively, a "Defaulted Obligation", whether one or more) the Board shall have the power to do either or both of the following: (1) levy specific assessments against a Lot as frequently as the Board deems appropriate in the event the Board elects to expend funds toward remediation of a Defaulted Obligation, such specific assessments to be equal to the amount of funds

expended for such purpose together with a fee of twelve percent (12%) of such expenditures to cover the Board's administrative expenses incurred in overseeing such remediation and (2) make a specific assessment pursuant to Schedule 7.05A.

3. To the extent feasible, written notice shall be given to an Owner regarding violations of the Declaration, By-Laws or Architecture and Design Rules and such Owner shall have twenty-one (21) days from the giving of such notice in which to cure such violation.
4. The Board shall give the Owner written notice of the amount of each such specific assessment levied pursuant to this Section 7.05A, together with, as applicable, copies of invoices and statements setting forth amounts incurred pursuant to Section 7.05A.2 above, which notice, absent manifest error, shall be conclusive. The Owner shall pay each specific assessment within ten (10) business days after written notice of the amount thereof.
6. The Architectural and Design Rules are amended and restated in their entirety as set forth on Exhibit 3 attached hereto and made a part hereof.
7. The Declaration, as amended hereby, is ratified and confirmed in all respects.
[Signature page, acknowledgment, Exhibit 1, Exhibit 2, Exhibit 3, Exhibit A-1, Exhibit A-2, Exhibit A-3, and Schedule 7.05A attached.]

CALIBER DEVELOPMENT COMPANY LLC,
a Delaware limited liability company

By: Matt Austin
Matt Austin, Vice President

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 25 day of May 2011 by Matt Austin, Vice President of CALIBER DEVELOPMENT COMPANY LLC, a Delaware limited liability company, on behalf of the company.

Kimberly L. Swan
Notary Public
My commission expires: 06/18/12
Commission no. 08006302

(SEAL)

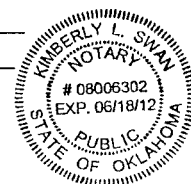


Exhibit 1

The Grove, Phase I

A part of the Northeast Quarter (NE/4) of Section Twenty-Five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, City of Oklahoma City, County of Oklahoma, Oklahoma and being more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter (NE/4); thence South 00°15'55" East along the east line of said Northeast Quarter a distance of 395.38 feet to the **POINT OF BEGINNING**; thence continuing South 00°15'55" East along the said east line a distance of 1002.12 feet; thence South 89°44'05" West a distance of 103.82 feet to a point on a curve to the right, said curve having a radius of 260.50 feet, a central angle of 21°09'15", a chord bearing of North 79°41'17" West and a chord distance of 95.63 feet; thence along the arc of said curve a distance of 96.18 feet to a point on a compound curve to the left, said curve having a radius of 139.50 feet, a central angle of 21°09'15", a chord bearing of North 79°41'17" West and a chord distance of 51.21 feet; thence along the arc of said curve a distance of 51.50 feet; thence South 89°44'05" West a distance of 166.45 feet; thence South 44°44'05" West a distance of 48.79 feet; thence South 00°15'55" East a distance of 3.74 feet; thence South 89°44'05" West a distance of 174.97 feet; thence North 06°06'52" West a distance of 228.93 feet; thence North 23°03'37" West a distance of 178.64 feet; thence North 32°46'37" West a distance of 109.86 feet; thence North 02°45'25" East a distance of 70.33 feet; thence North 59°32'25" West a distance of 97.44 feet to a point on a non-tangent curve to the left, said curve having a radius of 225.00 feet, a central angle of 03°26'36", a chord bearing of South 27°27'53" West and a chord distance of 13.52 feet; thence along the arc of said curve a distance of 13.52 feet; thence North 64°15'25" West a distance of 50.00 feet; thence North 58°54'53" West a distance of 86.82 feet; thence North 67°48'49" West a distance of 135.75 feet; thence North 76°17'48" West a distance of 104.87 feet; thence North 85°13'34" West a distance of 115.90 feet to a point on a non-tangent curve to the left, said curve having a radius of 225.00 feet, a central angle of 05°28'45", a chord bearing of South 02°11'06" East and a chord distance of 21.51 feet; thence along the arc of said curve a distance of 21.52 feet; thence South 85°04'31" West a distance of 50.00 feet; thence South 87°54'50" West a distance of 147.59 feet; thence North 07°04'29" West a distance of 50.58 feet; thence North 05°27'55" East a distance of 27.67 feet; thence North 24°27'28" East a distance of 69.30 feet to a point on a non-tangent curve to the right, said curve having a radius of 475.00 feet, a central angle of 04°36'37", a chord bearing of North 77°34'44" East and a chord distance of 38.21 feet; thence along the arc of said curve a distance of 38.22 feet; thence North 10°06'58" West a distance of 50.00 feet; thence North 12°32'31" West a distance of 185.34 feet; thence North 53°29'02" West a distance of 132.39 feet; thence North 37°01'22" West a distance of 44.94 feet; thence North 24°13'32" West a distance of 61.31 feet; thence North 05°51'50" West a distance of 100.36 feet; thence North 30°52'51" West a distance of 31.75 feet to a point on the north line of the Northeast Quarter (NE/4); thence North 89°15'52" East along the said north line a distance of 1316.70 feet; thence South 00°43'48" East a distance of 392.33 feet; thence North 89°44'08" East a distance of 369.21 feet to the point of beginning containing 1,435,926.5569 square feet or 32.9643 acres more or less.

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Exhibit 2

The Grove, Phase II

A part of the North Half (N/2) of Section Twenty-Five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, City of Oklahoma City, County of Oklahoma, Oklahoma and being more particularly described as follows:

Commencing at the Northeast corner of said North Half (N/2); thence South $89^{\circ}15'52''$ West along the north line of the Northeast Quarter a distance of 1689.11 feet to the **POINT OF BEGINNING**; thence from said point of beginning South $30^{\circ}52'51''$ East a distance of 31.75 feet; thence South $05^{\circ}51'50''$ East a distance of 100.36 feet; thence South $24^{\circ}13'32''$ East a distance of 61.31 feet; thence South $37^{\circ}01'22''$ East a distance of 44.94 feet; thence South $53^{\circ}29'02''$ East a distance of 132.39 feet; thence South $12^{\circ}32'31''$ East a distance of 185.34 feet; thence South $10^{\circ}06'58''$ East a distance of 50.00 feet to a point on a non-tangent curve to the left, said curve having a radius of 475.00 feet, a central angle of $25^{\circ}48'22''$, a chord bearing of South $66^{\circ}58'51''$ West and a chord distance of 212.14 feet; thence along the arc of said curve a distance of 213.94 feet; thence South $54^{\circ}04'40''$ West a distance of 216.17 feet; thence South $35^{\circ}50'08''$ East a distance of 122.50 feet; thence South $54^{\circ}04'40''$ West a distance of 279.89 feet; thence South $46^{\circ}20'06''$ West a distance of 436.99 feet; thence South $62^{\circ}13'32''$ West a distance of 268.67 feet; thence South $10^{\circ}53'13''$ West a distance of 194.82 feet; thence North $45^{\circ}22'28''$ West a distance of 79.70 feet; thence North $45^{\circ}48'16''$ West a distance of 136.23 feet to a point on a non-tangent curve to the right, said curve having a radius of 110.00 feet, a central angle of $82^{\circ}19'23''$, a chord bearing of South $72^{\circ}13'14''$ West and a chord distance of 144.80 feet; thence along the arc of said curve a distance of 158.05 feet to a point on a reverse curve to the left, said curve having a radius of 118.00 feet, a central angle of $51^{\circ}09'24''$, a chord bearing of South $87^{\circ}48'14''$ West, and a chord distance of 101.89 feet; thence along the arc of said curve a distance of 105.36 feet; thence North $27^{\circ}46'28''$ West a distance of 50.00 feet to a point on a non-tangent curve to the left, said curve having a radius of 118.00 feet, a central angle of $51^{\circ}09'24''$, a chord bearing of North $36^{\circ}38'49''$ East and a chord distance of 101.89 feet; thence along the arc of said curve a distance of 105.36 feet to a point on a reverse curve to the right, said curve having a radius of 110.00 feet, a central angle of $33^{\circ}56'27''$, a chord bearing of North $28^{\circ}02'21''$ East and a chord distance of 64.21 feet; thence along the arc of said curve a distance of 65.16 feet; thence North $17^{\circ}42'37''$ East a distance of 41.53 feet; thence North $16^{\circ}06'50''$ West a distance of 91.86 feet to a point on a curve to the right, said curve having a radius of 1030.00 feet, a central angle of $12^{\circ}02'05''$, a chord bearing of North $10^{\circ}05'48''$ West and a chord distance of 215.95 feet; thence along the arc of said curve a distance of 216.35 feet; thence North $47^{\circ}20'27''$ West a distance of 35.99 feet; thence North $01^{\circ}17'52''$ West a distance of 50.00 feet; thence North $44^{\circ}44'43''$ East a distance of 35.99 feet to a point on a non-tangent curve to the right, said curve having a radius of 1030.00 feet, a central angle of $11^{\circ}01'04''$, a chord bearing of North $06^{\circ}59'34''$ East and a chord distance of 197.76 feet; thence along the arc of said curve a distance of 198.07 feet to a point on a reverse curve to the left, said curve having a radius of 295.00 feet, a central angle of $37^{\circ}59'43''$, a chord bearing of North $06^{\circ}29'46''$ West and a chord distance of 192.06 feet; thence along the arc of said curve a distance of 195.63 feet; thence North $25^{\circ}29'37''$ West a distance of 216.15 feet to a point on a curve to the right, said curve having a radius of 355.00 feet, a central angle of $20^{\circ}47'06''$, a chord bearing of North $15^{\circ}06'04''$ West and a chord distance of 128.08 feet; thence along the arc of said curve a distance of 128.78 feet to a point on a reverse curve to the left, said curve having a radius of 100.00 feet, a central angle of $17^{\circ}16'40''$, a chord

bearing of North 13°20'51" West and a chord distance of 30.04 feet; thence along the arc of said curve a distance of 30.16 feet to a point on a compound curve to the right, said curve having a radius of 210.23 feet, a central angle of 21°01'04", a chord bearing of North 11°28'40" West and a chord distance of 76.69 feet; thence along the arc of said curve a distance of 77.12 feet; thence North 00°44'08" West a distance of 65.22 feet to a point on the north line of the Northwest Quarter (NW/4); thence North 89°16'35" East a distance of 447.80 feet to the Northwest corner of the Northeast Quarter (NE/4); thence North 89°15'52" East along the north line of the said Northeast Quarter (NE/4) a distance of 960.45 feet to the point of beginning containing 1,663,899.2779 square feet or 38.1979 acres more or less.

The foregoing is otherwise known and described as all of the real property described in the Plat filed May 7, 2008, and recorded in Book 66 Plats, at Page 73 in the office of the County Clerk of Oklahoma County, Oklahoma.

EXHIBIT "3"

THE SECOND AMENDED AND RESTATED ARCHITECTURAL AND DESIGN RULES ADOPTED BY THE DESIGN REVIEW COMMITTEE OF THE GROVE ADDITION

(These Rules may be amended from time to time and any amended rules shall have the same force and effect as if fully set forth herein.)

The following uses and restrictions are hereby adopted by the Design Review Committee as a guide for the review and approval of any Improvement upon any Lot or Common Areas. These rules are intended as a guide to the Design Review Committee in order to maintain the harmony, character and charm of The Grove Addition ("The Grove") and to enhance the value of each Lot and the neighborhood as a whole. The rules may be amended at any time as provided in the Declaration of Covenants and Restrictions of The Grove Addition. The Grove Addition shall specifically include The Grove, Phase I Addition; The Grove, Phase II Addition; The Grove, Phase III Addition; The Grove South, Phase 1 Addition; The Grove South, Phase 2 Addition; and any other property subsequently annexed to the Declaration pursuant to Article X of the Declaration of Covenants and Restrictions for The Grove Addition, filed June 19, 2007, and recorded in Book 10517 at Page 908 in the office of the Oklahoma County Clerk and any amendments thereto.

I. Limitation of Liability for Approval of Plans. Review and approval of any application is made primarily on the basis of aesthetic considerations and the Declarant, Association, Board and/or Design Review Committee shall NOT bear any responsibility for ensuring the structural integrity or soundness of approved new construction or construction modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, Association, Board nor the Design Review Committee, or any member thereof, shall be held liable for any injury, damages or loss arising out of the manner, quality and/or suitability of approved new construction or construction modification occurring on any Lot.

II. Minimum Rules and Restrictions Applicable to All Lots.

a. **Submission of Plans for Approval.** No construction or erection of any nature whatsoever shall be commenced or maintained upon any Lot or the Common Elements (except as is installed or approved by the Declarant in connection with the initial construction of structures or buildings on the property); nor shall any exterior addition to, or change or alteration thereon, be made unless and until two (2) sets of the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to the Design Review Committee and approved in writing by the Design Review Committee as to the harmony of external design and location in relation to surrounding structures and topography. A detailed description or samples of exterior building materials (i.e., brick, stone, roofing, paint, siding and trim) shall be presented to the Design Review Committee along with the plans and specifications. Applicants seeking approval of the Design Review Committee shall submit a duplicate application on the form attached hereto accompanied by all required documentation in duplicate.

b. Landscaping and Lawns. Landscaping is an essential element of design at The Grove. Except as otherwise approved in writing by the Design Review Committee, the Owner of each Lot shall be required to expend the minimum sum of ½ of 1% of the total cost of the Home and Lot for trees and shrubs or perennial plants to be placed on each Lot owned. Unless an extension is approved by the Design Review Committee, the expenditure must be made and the trees and shrubs planted either: (i) within four (4) months after the date a certificate of occupancy is issued for the Lot; or (ii) if the Lot Owner is a licensed builder, then prior to transfer of possession of the Lot from the Owner to a subsequent buyer, whichever is applicable. If both (i) and (ii) are applicable, then whichever is later. No amount paid for grass, dirt, sprinkler systems, etc. shall qualify for this minimum expenditure. No removal of landscaping (other than replacement of dead trees or shrubs with equivalent trees or shrubs) shall take place without the approval of the Design Review Committee. Builders may submit typical landscaping plans to the Design Review Committee for pre-approval for a series of homes in a particular subdivision. Once pre-approved in writing, it shall be necessary for a Builder to submit individual plans only in the event of substantial deviation from pre-approved landscaping plans. Front and side yards shall be sodded with grass within ninety (90) days of occupancy of a home. On each Lot there will be no less than two trees. On Lots adjacent to main thoroughfares within The Grove, the Design Review Committee may, in its discretion, require additional landscaping and features than would otherwise be required.

c. Exterior. Design Review Committee approval is not required for exterior lighting if the lighting is installed in accordance with the following guidelines: Exterior lights shall be conservative in design and as small in size as is reasonably practical. Exterior lighting shall be directed toward the house and be of low wattage (limited to 2,000 lumens) to minimize glaring sources to neighbors and other homeowners. Lighting for walkways generally must be directed toward the ground. Lighting fixtures shall be dark colored so as to be less obtrusive. Low voltage (12 volts) lighting is preferable to conventional house-voltage systems because of its safety advantages. Any deviation from the aforementioned guidelines or use of high-wattage spotlight, floodlights or ballasted fixtures (sodium, mercury, multi-vapor, fluorescent, metal halide, etc.) requires reviewer approval. The Design Review Committee may take into consideration the visibility and style of the fixture and its location on the home.

d. Architectural Styles. The Design Review Committee shall have the ultimate authority and discretion in approving the architectural styles of structures in The Grove and may in this regard make the final determination whether the style of home proposed is in harmony with the atmosphere of the development and in conformity with the intent of the Design Review Committee.

e. Roof Construction. In addition to the approval of the Plans and Specifications for construction of buildings and structures on any Lot, all roofs and roof materials shall be specifically submitted, by separate letter, to the Design Review Committee for their review and written approval prior to construction of the structure or installation of roofing material. Acceptable roofing materials shall include, but not be limited to, 25 year roofing material of composite shingle (weathered wood or shadow grey color) or other roofing materials approved by the Design Review Committee.

f. Fences and Retaining Walls. No fence or retaining wall shall be constructed or installed until the location, design, style, material and quality of same shall have been approved by the Design Review Committee. The Design Review Committee may prevent fencing from being erected or maintained upon any Lot to the extent said fencing may interfere with or is

inconsistent with the appearance of nearby Common Elements or other features of the Grove. Property perimeter fences shall not exceed six feet six inches in height, unless a variance is granted by the Design Review Committee. Fencing erected or maintained upon any Lot shall be dog-eared and made of pine or cedar, unless a variance is granted by the Design Review Committee or unless otherwise required by the Design Review Committee. Fences may be constructed in side or rear yards with the written approval of the Design Review Committee. Owners are prohibited from erecting and maintaining chain link fences in the Grove, except that Declarant shall have the right to erect and maintain chain link fencing upon the Common Areas in places deemed appropriate by Declarant. Except as otherwise provided in the preceding sentence, all fencing in the Grove that is within twenty (20) feet of any Common Area greenbelt or proposed greenbelt shall be wrought iron style fencing (i.e. aluminum fencing with a similar appearance to wrought iron), unless a variance is granted by the Design Review Committee.

Any fences, whether constructed by a Lot owner or a Builder, shall be well repaired and maintained. In the event a fence or wall is damaged, deteriorated or destroyed, the Lot owner shall repair or recondition the fence or wall at the Lot owner's expense, except for any retaining wall or fence located on a Lot and expressly designated in the Declaration to be an improvement to be maintained, repaired or replaced by the Grove Master Homeowners Association. For any such retaining wall or fence, the Association shall repair or recondition the fence or wall at the Association's expense.

g. Construction Period. Upon commencement of excavation for construction on any Lot or Lots in this plat, the work must be continuous, weather permitting, until the Residence and other Improvements are completed. Completion of Construction shall occur no later than ten (10) months from the date of Commencement of Construction, unless extensions of time are granted by the Design Review Committee. If no such extension of time is given by the Design Review Committee, or if the Design Review Committee determines in its discretion that Completion of Construction cannot reasonably be expected to occur within the time remaining therefor, the Declarant or its designee may, but shall not be obligated to, complete such construction at the expense of the Owner..

h. Roof Pitch. Roof pitch minimum shall be 6/12 pitch.

i. Structure. The foundation of structures shall either be (a) a footing and stem wall foundation; or (b) a pier and grade with a front brick pocket.

j. Certain Satellite Dishes Permitted. Standard satellite dishes satisfying all of the following requirements may be installed upon a Lot without first obtaining Design Review Committee approval: (i) the satellite dish shall be equal to or less than 18 inches in diameter; (ii) the satellite dish shall be attached to the roof of the residence; and (iii) the satellite dish shall not be visible to a person six feet tall, standing on any part of the front property line of the Lot upon which the satellite dish is situated. Satellite dishes failing to meet all of aforementioned requirements shall not be erected, used or maintained outdoors on any Lot without the prior written consent of the Design Review Committee.

k. Pool Cabanas and Detached Buildings. No metal buildings, tents, trailers or temporary structures shall be permitted to be erected or maintained within the Project. Provided, however, pool cabanas, studios, guest cottages, gazebos, greenhouses and other outbuildings may be constructed and maintained after the plans, specifications, design, size and location of same have been approved in writing by the Design Review Committee. Such structures must

correspond in style and architecture to the principal residence and must exist in harmony in relation to neighboring living dwellings and property. No commercial business will be allowed in any Detached Building. Detached Buildings shall be no larger than eight feet in depth by eight feet in width and six feet in height, unless a variance is issued by the Design Review Committee.

l. Treehouses and Playground Equipment. Treehouses or platforms in trees are prohibited. No play towers or other similar structures or equipment shall be located in front of the front building limit line or within fifteen (15) feet of any Lot boundary.

m. Garages. Garages shall be attached to the Residence, unless a variance is issued. Garages shall be compatible with and complementary to the main residence in architectural style, material, color and location. Review shall be made on a case-by-case basis. Each Residence shall have a minimum garage capacity of two cars and a maximum garage capacity of three cars.

n. Basketball Goals and Sports Equipment. Basketball hoops/goals attached to the home or garage are prohibited. Temporary or unaffixed basketball hoops/goals that are Visible From Neighboring Property shall not be maintained overnight on any Lot. No Design Review Committee approval is required for the installation of play and sports equipment in fenced-in rear and side yards that is no taller than seven (7) feet. Owners shall exercise consideration towards neighbors; any such equipment shall be set back a reasonable distance from adjacent property lines so as to avoid disturbance of neighbors.

o. Signs. In addition to those requirements and rights set forth in the Declaration, placement of any sign on a Lot shall be governed by the following rules, as follows:

1. Builder or Trade Signs. One builder sign and permit board shall be allowed with Design Review Committee approval; however, no subcontractor or trade signs shall be permitted. Without prior Design Review Committee's approval, a single Realtor or For Sale by Owner sign may be placed on a property while the property is "for sale" and a single Open House sign may be placed on a property during an Open House but must be removed promptly after the event. At no time will a Realtor or Builder sign be placed at any location in The Grove except on the Owner's Lot. Builder and Realtor signs are subject to review as to location, color, size and detailing. A builder sign shall be erected on the Lot prior to the commencement of any work, including clearing or grading. Builder and Realtor signs shall be securely erected and no signs or permits shall be placed in trees. The builder, Realtor and For Sale by Owner signs shall be removed within 5 days of the closing of a Lot unless a longer period is granted in advance by the Design Review Committee.

2. Security Signs. One security sign may be permitted without the Design Review Committee's prior approval in the front yard located either adjacent to the driveway or in close proximity to the front entrance of the main dwelling. The Design Review Committee may impose size, shape and color restrictions on security signs.

Installation or relocation of all signs other than set forth above or other than provided for in the Declaration requires Design Committee approval. Additionally, the Design Review Committee shall have the right to demand and require any Owner to remove any sign from any Lot, regardless of whether said sign complies with the technical requirements of the Declaration or these Rules. Should the Owner fail to immediately comply with a demand for removal of a

sign, the Design Committee shall have any and all rights of enforcement granted in the Declaration including without limitation the right of self-help to remove any sign after reasonable demand is made.

p. Erosion Control. During construction of any improvements on any Lot, erosion control must be maintained by the Owner/Builder to control runoff onto the street, common areas or adjoining property.

q. Mailboxes. Each mailbox shall be 100% brick or stone and shall conform to the Design Review Committee's specifications, which are available upon request. Additional structures or features are prohibited without approval of the Design Review Committee. Newspaper tubes are prohibited.

r. Chimneys. Chimneys will be of brick, stone or other material approved by the Design Review Committee.

s. Yard Ornaments. No sculpture or lawn ornaments of any kind will be permitted in yards visible from the street without the written consent of the Design Review Committee.

t. Carports and Clotheslines. No clotheslines shall be installed, placed, erected or maintained on any Lot. No carports shall be installed, placed, erected or maintained on any Lot, without the Design Review Committee's prior approval. Any carports submitted for Design Review Committee approval are encouraged to be entirely located behind the frontline of the Residence.

u. Dog Related Structure: No animal structure shall provide shelter for more than three (3) dogs over six (6) months of age. One dog-related structure is permitted without Design Review Committee approval so long as the structure is not Visible From Neighboring Property (as that term is defined in Section 1.22 of the Declaration). If a dog-related structure is Visible From Neighboring Property, then Design Review Committee approval is required and screening, fencing or landscaping may be required by the Committee prior to any approval.

v. Birdbaths, Birdhouses and Birdfeeders: Design Review Committee approval is not required for one rear yard installation of any birdhouse or birdfeeder no more than 12 by 24 inches in size. Design Review Committee approval is not required for one rear yard installation of a birdbath that is no more than 30 inches in height, including any pedestal. The installation of birdbaths, birdhouses and birdfeeders in front or side yards and/or the installation of multiple birdbaths, birdhouses or birdfeeders requires approval by the Design Review Committee.

w. Flagpoles: Design Review Committee approval is not required for the installation of a single flagpole so long as it does not exceed 20 feet above finished grade. If located in the front yard, a flagpole must be at least 15 feet from the front property line.

x. Pools. Design Review Committee approval is required for the construction or installation of pools. Pools shall be an integral part of the deck or patio area and/or the rear yard landscaping. Pools shall be located in the rear or side yard and shall be installed in such a way that it is not Visible From Neighboring Property. Pools shall be fenced for safety purposes and Owners may be required to install safety features (gate locks or pool covers) when they are not in use. Any building associated with a pool is considered to be a Detached Building.

y. Hot Tubs and Saunas. Design Review Committee approval is required for the installation of any outdoor hot tub, Jacuzzi, sauna or spa. Any hot tub, Jacuzzi, sauna or spa shall be an integral part of the deck or patio area and/or the rear yard landscaping. A hot tub, Jacuzzi, sauna or spa shall be located in the rear or side yard, shall be installed in such a way that it is not Visible From Neighboring Property and shall not create an unreasonable level of noise for adjacent property owners. Owners may be required to install safety features such as locks or covers for these items when such are not in use.

z. Minimum Residence Square Footage. Any Residence constructed upon said Lots in The Grove shall have a minimum square footage of 1400 square feet, unless a variance is granted by the Design Review Committee.

aa. Setback. Each Residence shall be set back a minimum of 5 feet from each side yard property line and 15 feet from any rear property line, unless a variance is granted by the Design Review Committee.

bb. Guttering. Each Residence is required to be guttered in the front of the Residence.

cc. Statues. Design Review Committee approval is not required for the rear yard installation of any statue, which, including a pedestal, stands not more than 4 feet tall. Other accessory features, such as fountains, ponds, reflecting pools or yard ornaments require Design Review Committee approval.

dd. Exterior Walls Shall be 80% Brick, Stone, Stucco, or Equivalent. The principal material, other than glass, of the exterior of each wall in all buildings on Lots in The Grove shall be not less than eighty percent (80%) brick, stone, stucco, or reasonable equivalent unless a variance is granted by the Design Review Committee in advance of construction.

III. Additional Rules and Restrictions Applicable to The Orchard Lots.

For those Lots now or hereinafter designated as The Orchard Lots, the following additional rules and restrictions shall apply, notwithstanding any provisions herein to the contrary:

h. Roof Pitch. Roof pitch minimum shall be 8/12 pitch.

i. Structure. The foundation of structures shall be a footing and stem wall foundation.

z. Minimum Residence Square Footage. Any Residence constructed upon The Orchard Lots shall have a minimum square footage of 1800 square feet, unless a variance is granted by the Design Review Committee.

To the extent there is a conflict in the Minimum Rules and Restrictions Applicable to All Lots and the additional rules and restrictions applicable to a particular subcategory of lots, the more restrictive rules and restrictions shall apply.

IV. Additional Rules and Restrictions Applicable to The Old Stone Lots.

For those Lots now or hereinafter designated as “The Old Stone Lots”, the following additional rules and restrictions shall apply, notwithstanding any provisions herein to the contrary:

e. Roof Construction. In addition to the approval of the Plans and Specifications for construction of buildings and structures on any Lot, all roofs and roof materials shall be specifically submitted, by separate letter, to the Design Review Committee for their review and written approval prior to construction of the structure or installation of roofing material. Acceptable roofing materials shall include, but not be limited to, 40 year roofing material of composite shingle (weathered wood or shadow grey color) or other roofing materials approved by the Design Review Committee.

h. Roof Pitch. Roof pitch minimum shall be 10/12 pitch.

i. Structure. Footing and stem foundation construction is required. Exposed stem walls and/or concrete are prohibited.

m. Garages. Garages shall be attached to the Residence, unless a variance is issued. Garages shall be compatible with and complementary to the main residence in architectural style, material, color and location. Side or rear entry garages are preferred. Review shall be made on a case-by-case basis. Each Residence shall have a minimum garage capacity of two cars and a maximum garage capacity of four cars.

x. Pools. Design Review Committee approval is required for the construction or installation of pools. Pools shall be an integral part of the deck or patio area and/or the rear yard landscaping. Pools shall be located in the rear or side yard and shall be installed in such a way that it is not Visible From Neighboring Property. Pools shall be fenced for safety purposes and Owners may be required to install safety features (gate locks or pool covers) when they are not in use. Aboveground pools in excess of 150 gallons are prohibited. Any building associated with a pool is considered to be a Detached Building.

z. Minimum Residence Square Footage. Any Residence constructed upon The Old Stone Lots in The Grove shall have a minimum square footage of 2300 square feet.

bb. Guttering. Each Residence is required to be fully guttered.

To the extent there is a conflict in the Minimum Rules and Restrictions Applicable to All Lots and the additional rules and restrictions applicable to a particular subcategory of lots, the more restrictive rules and restrictions shall apply.

PLEASE CONTACT THE DECLARANT FOR A CURRENT AND UPDATED COPY OF THE DESIGN REVIEW COMMITTEE’S ARCHITECTURAL AND DESIGN RULES

**EXHIBIT TO ARCHITECTURAL AND DESIGN RULES
OWNER APPLICATION FOR DESIGN COMMITTEE REVIEW**

Date: _____
Owner's Name: _____
Address: _____
Telephone: _____
Type of Improvement: _____
Lot Number: _____

If an agent is submitting on behalf of the owner, also complete the following:

Agent's Name: _____
Business Name: _____
Telephone: _____

In accordance with the Declaration of Covenants, Conditions and Restrictions for The Grove and the Architectural and Design Rules, application is hereby made for review and approval of the following described improvements: (Provide brief description.)

In support of this application the following required items are to be submitted in duplicate:

1. Plans and Specifications: The plans will show the following (where applicable): site plan, floor plan, elevations, roof plan, landscaping plan and such other items as may be needed to reflect the character and dimensions of the improvements.
2. Roof Letter (See Rule (e) of the Architectural and Design Rules)
3. Landscape Plan, if not reflected on Plans and Specifications (See attached page)
4. Any written statements or other submissions that may be required.

It is hereby understood and agreed that approval of this application by a reviewer does not constitute approval as to compliance with applicable Oklahoma law or City of Oklahoma City ordinances.

Signature of Owner(s) _____ Date _____

Signature of Agent _____ Date _____

Submit applications to: The Grove Addition
c/o Caliber Development Co., LLC
14301 Caliber Drive, Suite 100
Oklahoma City, OK 73134

If the application is incomplete, the reviewer will notify the applicant as to the needed documents and the application will not be further considered until receipt of all materials. Any time period required for reviewer approval or rejection shall not begin to run until all materials requested by the Committee are submitted in duplicate.

Date Received: _____ Reviewer: _____ Action taken: _____

Date Received: _____ Reviewer: _____ Action taken: _____

Date Received: _____ Reviewer: _____ Action taken: _____

EXHIBIT TO ARCHITECTURAL AND DESIGN RULES

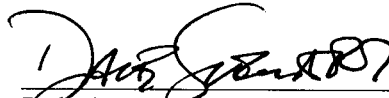
LANDSCAPE PLAN SUBMITTAL CHECKLIST

1. Format to be 24 inch x 36 inch sheet size.
2. Site plan with property boundary, footprints of permanent structures and locations and identifications of every hardwood tree with a diameter of eight inches or more at a height of 3 feet above grade.
3. Contour lines as needed to illustrate grade conditions.
4. Project location and owner's name.
5. North arrow, drawing scale, sheet number and date.
6. Boundaries of protected areas and method of protection.
7. Planting plan showing locations of proposed and existing plants. Plants should be drawn at a mature size.
8. Plant list with names of plants, sizes and quantities.
9. Hard surface plan and layout dimensions noting materials to be used.
10. Irrigation plan.
11. Construction details for all structural elements, i.e., retaining walls over 2 feet to 6 feet pools, decks, etc.
12. Submit 2 copies of the package.

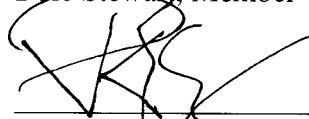
IN WITNESS WHEREOF, the undersigned, being at least a majority of the members of the Design Review Committee of The Grove Addition hereby certify that, pursuant to Article VIII of the Declaration, the Design Review Committee consented to and adopted the foregoing Second Amended and Restated Architectural and Design Rules effective as of the 25 day of May 2011.



Matt Austin, Member



Dale Stewart, Member



Phillip Braunstein, Member

Exhibit A-1

The Grove, Phase III

A tract of land in the Northeast Quarter (NE/4) of Section Twenty-two (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Northeast Corner of said Northeast Quarter; THENCE South 00° 15' 55" East along the east line of said Northeast Quarter a distance of 1408.78 feet; Thence South 89° 44' 05" West a distance of 449.12 feet to the POINT OF BEGINNING;

Thence South 00° 15' 55" East a distance of 10.00 feet; Thence South 89° 44' 05" West a distance of 50.00 feet; Thence South 00° 15' 55" East a distance of 434.86 feet; Thence South 89° 44' 05" West a distance of 125.72 feet; Thence North 76° 08' 40" West a distance of 110.00 feet; Thence North 60° 28' 41" West a distance of 121.59 feet; Thence North 37° 54' 45" West a distance of 63.60 feet; Thence South 52° 05' 15" West a distance of 151.72 feet; Thence North 36° 24' 55" West a distance of 179.99 feet; Thence North 35° 50' 08" West a distance of 313.32 feet; Thence North 35° 50' 08" West a distance of 29.68 feet; Thence North 00° 52' 25" East a distance of 31.73 feet; Thence North 27° 18' 38" East a distance of 78.48 feet; Thence North 29° 10' 35" West a distance of 27.38 feet; Thence North 10° 58' 07" West a distance of 92.16 feet; Thence North 29° 58' 33" West a distance of 75.00 feet; Thence North 25° 49' 21" West a distance of 42.72 feet; Thence North 32° 07' 58" West a distance of 53.87 feet; Thence North 52° 31' 39" West a distance of 67.82 feet; Thence North 35° 50' 08" West a distance of 120.01 feet; Thence North 15° 04' 47" West a distance of 60.93 feet; Thence North 01° 58' 23" East a distance of 50.66 feet; Thence North 03° 19' 13" West a distance of 79.09 feet; Thence North 87° 54' 50" East a distance of 147.59 feet; Thence North 85° 04' 31" East a distance of 50.00 feet; Thence along a curve turning to the right having a radius of 225.00 feet, and a chord bearing of North 02° 11' 06" West a distance of 21.51 feet, for an arc length of 21.52 feet; Thence South 85° 13' 34" East a distance of 115.90 feet; Thence South 76° 17' 48" East a distance of 104.87 feet; Thence South 67° 48' 49" East a distance of 135.75 feet; Thence South 58° 54' 53" East a distance of 86.82 feet; Thence South 64° 15' 25" East a distance of 50.00 feet; Thence along a curve to the right having a radius of 225.00 feet, and a chord bearing of North 27° 27' 53" East a distance of 13.52 feet, for an arc length 13.52; Thence South 59° 32' 25" East a distance of 97.44 feet; Thence South 02° 45' 25" West a distance of 70.33 feet; Thence South 32° 46' 37" East a distance of 109.86 feet; Thence South 23° 03' 37" East a distance of 178.64 feet; thence South 06° 06' 52" East a distance of 228.93 feet to the Southwest corner of Lot 12, Block 4, The Grove Phase 1; Thence North 89° 44' 05" East a distance of 174.97 feet to the POINT OF BEGINNING.

Said described tract contains 724,373 square feet or 16.6293 acres, more or less.

Exhibit A-2

The Grove South, Phase 1

A tract of land in the Southeast Quarter (SE/4) of Section Twenty-two (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast Corner of said Southeast Quarter; THENCE North 00° 15' 48" West along the east line of said Southeast Quarter a distance of 884.48 feet to the POINT OF BEGINNING; THENCE South 89° 44' 12" West a distance of 50.00 feet; THENCE North 45° 15' 48" West a distance of 35.36 feet; THENCE South 89° 44' 12" West a distance of 108.06 feet to a point on a curve; THENCE Southwesterly along a curve to the left having a radius of 288.00 feet and a chord bearing of South 78° 57' 38" West a distance of 107.70 feet, for an arc length of 108.33 feet to a point on a curve; THENCE along a curve to the right having a radius of 515.00 feet and a chord bearing of South 81° 11' 59" West a distance of 231.97 feet, for an arc length of 233.98 feet; THENCE North 85° 47' 05" West a distance of 223.39 feet; THENCE along a curve to the right having a radius of 425.00 feet and a chord bearing of North 67° 47' 47" West a distance of 262.50 feet, for an arc length of 266.86 feet; THENCE North 49° 48' 29" West a distance of 87.34 feet; THENCE South 85° 11' 31" West a distance of 35.36 feet; THENCE South 40° 11' 31" West a distance of 94.82 feet; THENCE along a curve to the right having a radius of 1025.00 feet and a chord bearing of South 53° 45' 00" West a distance of 480.58 feet, for an arc length of 485.10 feet; THENCE North 22° 41' 31" West a distance of 50.00 feet; THENCE North 07° 39' 47" West a distance of 335.52 feet; THENCE North 37° 19' 12" West a distance of 299.48 feet; THENCE North 52° 40' 48" East a distance of 120.00 feet; THENCE North 52° 40' 48" East a distance of 50.00 feet; THENCE South 37° 19' 12" East a distance of 9.23 feet; THENCE North 52° 40' 48" East a distance of 92.63 feet; THENCE North 41° 00' 20" East a distance of 214.53 feet; THENCE North 44° 12' 40" East a distance of 446.09 feet; THENCE North 45° 47' 20" West a distance of 15.34 feet; THENCE North 44° 12' 40" East a distance of 50.00 feet; THENCE North 44° 12' 40" East a distance of 180.00 feet; THENCE South 45° 47' 20" East a distance of 382.75 feet; THENCE South 83° 46' 55" East a distance of 50.00 feet; THENCE along a curve to the right having a radius of 1020.00 feet and a chord bearing of South 23° 12' 18" West a distance of 595.99 feet, for an arc length of 604.82 feet; THENCE South 40° 11' 31" West a distance of 226.23 feet; THENCE South 04° 48' 29" East a distance of 35.36 feet; THENCE South 49° 48' 29" East a distance of 87.34 feet; THENCE along a curve to the left having a radius of 375.00 feet and a chord bearing of South 67° 47' 47" East a distance of 231.62 feet, for an arc length of 235.47 feet; THENCE South 85° 47' 05" East a distance of 223.39 feet; THENCE along a curve to the left having a radius of 465.00 feet and a chord bearing of North 74° 19' 38" East a distance of 316.37 feet; for an arc length of 322.81 feet; THENCE along a curve to the right having a radius of 172.00 feet and a chord bearing of North 72° 05' 16" East a distance of 104.29 feet, for an arc length of 105.96 feet; THENCE North 89° 44' 12" East a distance of 34.97 feet; THENCE North 44° 44' 12" East a distance of 35.36 feet; THENCE North 89° 44' 12" East a distance of 50.00 feet; THENCE South 00° 15' 48" East a distance of 160.96 feet to the POINT OF BEGINNING, said described tract containing 19.2265 acres, more or less.

Exhibit A-3

The Grove South, Phase 2

A tract of land in the Southeast Quarter (SE/4) and the Southwest Quarter (SW/4) of Section Twenty-five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast Corner of said Southeast Quarter; THENCE South 89° 46' 02" West along the south line of said Southeast Quarter a distance of 1495.00 feet to the POINT OF BEGINNING; Thence South 89° 46' 02" West for a distance of 150.00 feet; Thence North 00° 13' 58" West for a distance of 50.00 feet; Thence North 44° 46' 02" East for a distance of 35.36 feet; Thence North 00° 13' 58" West for a distance of 74.26 feet to the beginning of a curve; Thence northeasterly along a curve to the left having a radius of 1010.00 feet, and a chord bearing of North 07° 45' 43" West for a distance of 264.68 feet, for an arc length of 265.44 feet; Thence North 15° 17' 27" West for a distance of 187.45 feet; Thence North 58° 32' 37" West for a distance of 36.42 feet to point on a curve; Thence westerly along a curve to the right having a radius of 1025.00 feet, and a chord bearing of South 85° 02' 27" West for a distance of 219.20 feet, for an arc length of 219.62 feet; Thence North 88° 49' 15" West for a distance of 176.52 feet to a point on a curve; Thence westerly along a curve to the right having a radius of 575.00 feet, and a chord bearing of North 80° 21' 54" West for a distance of 169.10 feet, for an arc length of 169.72 feet; Thence North 18° 05' 27" East for a distance of 50.00 feet; Thence North 37° 18' 18" West for a distance of 727.57 feet; Thence North 52° 40' 48" East for a distance of 123.18 feet to a point on a curve; Thence northwesterly along a curve to the right having a radius of 125.00 feet, and a chord bearing of North 49° 23' 19" West for a distance of 3.22 feet, for an arc length of 3.22 feet; Thence North 41° 20' 59" East for a distance of 50.00 feet; Thence North 52° 40' 48" East for a distance of 308.54 feet; Thence South 37° 19' 12" East for a distance of 325.94 feet; Thence North 52° 40' 48" East for a distance of 170.00 feet; Thence South 37° 19' 12" East for a distance of 4.96 feet; Thence North 52° 40' 48" East for a distance of 120.00 feet; Thence South 37° 19' 12" East for a distance of 521.15 feet; Thence South 07° 39' 47" East for a distance of 335.52 feet; Thence South 22° 41' 31" East for a distance of 50.00 feet to a point on a curve; Thence southwesterly along a curve to the right having a radius of 1025.00 feet, and a chord bearing of South 68° 54' 43" West for a distance of 57.37 feet, for an arc length of 57.38 feet; Thence South 27° 57' 42" West for a distance of 36.42 feet; Thence South 15° 17' 27" East for a distance of 187.45 feet to a point on a curve; Thence southeasterly along a curve to the right having a radius of 1110.00 feet, and a chord bearing of South 07° 45' 43" East for a distance of 290.89 feet, for an arc length of 291.72 feet; Thence South 00° 13' 58" East for a distance of 74.26 feet; Thence South 45° 13' 58" East for a distance of 35.36 feet; Thence South 00° 13' 58" East a distance of 50.00 feet to the POINT OF BEGINNING, said described tract containing 17.6729 acres, more or less.


Schedule 7.05A

An Owner's failure to comply with the provisions of the Declaration or the Architectural and Design Rules will cause significant damage to the uniform appearance and quality of the homes being built in The Grove, and other adverse impacts to The Grove by reason thereof, the amount of which damages would be impractical and extremely difficult to ascertain. As a result, if an Owner fails to comply with the provisions of the Declaration or the Architectural Design Rules in constructing on a Lot, the Board shall have the right to make a specific assessment in the amount of up to \$2,000.00, such amount to be determined by the Board, in its sole discretion, on a case-by-case basis, as to such Lot as liquidated damages for each such substantive violation, and not as a penalty, which shall be payable by the Owner to the Association by reason of the Owner's failure to so comply. The Board's right to make a specific assessment of liquidated damages on a Lot for Owner's failure to comply with the Declaration and the Architectural Design Rules, shall be in addition to, and cumulative of, its rights to expend funds to cure any such violation pursuant to Section 7.05A of the Declaration.

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After Recording Return To: WF
Michael R. Ford, Esq.
Fellers Snider Blankenship Bailey & Tippens PC
100 North Broadway, Suite 1700
Oklahoma City, Oklahoma 73102


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State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

CERTIFIED COPY

AUG 21 2012

CAROLYNN CAUDILL
County Clerk, Oklahoma County
By  Deput

**SIXTH AMENDMENT AND ANNEXATION TO THE DECLARATION OF
COVENANTS AND RESTRICTIONS OF THE GROVE ADDITION**

THIS SIXTH AMENDMENT AND ANNEXATION TO DECLARATION (“Sixth Amendment”) being made July 21, 2012, by CALIBER DEVELOPMENT COMPANY LLC, a Delaware limited liability company (“Declarant”), hereby amends that certain Declaration of Covenants and Restrictions for The Grove Addition filed June 19, 2007, and recorded in Book 10517 at Page 908, et. seq., in the office of the County Clerk of Oklahoma County, Oklahoma (the “Original Declaration”), as amended by that certain First Amendment and Annexation to the Declaration of Covenants and Restrictions of The Grove Addition filed January 16, 2008, and recorded in Book 10708 at Page 577, et. seq., in the office of the County Clerk of Oklahoma County, Oklahoma (the “First Amendment”), as amended by that certain Second Amendment and Correction to the Declaration of Covenants and Restrictions of The Grove Addition filed January 24, 2008, and recorded in Book 10714 at Page 203, et. seq., in the office of the County Clerk of Oklahoma County, Oklahoma (the “Second Amendment”), as amended by that certain Third Amendment to the Declaration of Covenants and Restrictions of The Grove Addition filed August 14, 2009, and recorded in Book 11174 at Page 1156, et. seq., in the office of the County Clerk of Oklahoma County, Oklahoma (the “Third Amendment”), as amended by that certain Fourth Amendment to the Declaration of Covenants and Restrictions of The Grove Addition for Purposes of Annexing Additional Common Areas filed November 13, 2009, and recorded in Book 11241 at Page 150, et. seq., in the office of the County Clerk of Oklahoma County, Oklahoma (the “Fourth Amendment”), and as amended by that certain Fifth Amendment to the Declaration of Covenants and Restrictions of The Grove Addition filed May 31, 2011, and recorded in Book 11643 at Page 407, et. seq., in the office of the County Clerk of Oklahoma County, Oklahoma (the “Fifth Amendment”). The Original Declaration, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment and the Fifth Amendment shall be collectively referred to herein as the “Declaration” and covers the real property and improvements described on Exhibits 1 and 2 and on Exhibits A-1, A-2, and A-3, all of which are attached hereto and made an integral part hereof. All terms capitalized and not otherwise defined herein shall have the meanings given them in the Declaration. By this Fifth Amendment, Declarant declares as follows:

1. The real property described on Exhibit B-1, which is attached hereto and made an integral part of this Sixth Amendment, together with all of the common areas described in the Final Plat of The Grove, Phase IV, as described on such Exhibit B-1 (“The Grove, Phase IV Plat”), together with all improvements thereon, is hereby annexed to the Declaration and made fully subject to the provisions thereof.

2. The real property described on Exhibit B-2, which is attached hereto and made an integral part of this Sixth Amendment, together with all of the common areas described in the Final Plat of The Grove, Phase V, as described on such Exhibit B-2 ("The Grove, Phase V Plat"), together with all improvements thereon, is hereby annexed to the Declaration and made fully subject to the provisions thereof.

3. Section 1.13 of the Declaration is hereby deleted in its entirety and the following completely amended and restated Section 1.13 is substituted in its place and stead in the Declaration:

Section 1.13 "Lot" shall mean any one of the parcels of real property designated as a Lot on the recorded Subdivision Plats within The Grove, and shall not include the Common Area. The ownership of each Lot shall include with it and have appurtenant a non-exclusive easement for the use and enjoyment of the Common Area. A Lot shall be deemed "Improved" when a Single Family Residence or other substantial improvement has been completely constructed thereon. All other Lots shall be deemed "Unimproved" Lots. Pursuant to Article X of this Declaration, subsequently annexed Lots shall be treated in all respects and for all purposes as Lots under this Declaration. For purposes of the Architectural and Design Rules and restrictions applicable to each Lot and for any other purpose, Lots may be further designated into subcategories such as "Bloom's Terrace Lots", "The Old Stone Lots", "The Orchard Lots", "The Meadows at Grove South Lots" and "Whispering Willows at Grove South Lots".

a. Bloom's Terrace Lots are designated as:

Lots One (1) through Fifty-six (56), inclusive, in Block One (1) of The Grove, Phase I; and

Lots One (1) through Twenty (20), inclusive, in Block Two (2) of The Grove, Phase I; and

Lots One (1) through Twenty (20), inclusive, in Block Three (3) of The Grove, Phase I; and

Lots One (1) through Twelve (12), inclusive, in Block Four (4) of The Grove, Phase I; and

Lots One (1) through Eight (8), inclusive, in Block Five (5) of The Grove, Phase I; and

Lots One (1) through Two (2), inclusive, in Block Six (6) of The Grove, Phase I; and

Lots One (1) through Twenty-three (23), inclusive, in Block Seven (7) of The Grove, Phase III; and

Lots One (1) through Thirty-one (31), inclusive, in Block Eight (8) of The Grove, Phase III.

b. The Orchard Lots are designated as:

Lots One (1) through Twenty-six (26), inclusive, in Block One (1) of The Grove, Phase II; and

Lots One (1) through Eleven (11), inclusive, in Block Two (2) of The Grove, Phase II; and

Lots One (1) through Seven (7), inclusive, in Block Three (3) of The Grove, Phase II; and

Lots One (1) through Fifty-three (53), inclusive, in Block Four (4) of The Grove, Phase II; and

Lots One (1) through Eight (8), inclusive, in Block Five (5) of The Grove, Phase II; and

Lots One (1) through Eight (8), inclusive, in Block Six (6) of The Grove, Phase II.

Lots One (1) through Forty-Three (43), inclusive, in Block Nine (9) of the Final Plat of The Grove, Phase IV; and

Lots One (1) through Twenty-Nine (29), inclusive, in Block Ten (10) of the Final Plat of The Grove, Phase IV.

c. The Meadows at Grove South Lots are designated as:

Lots One (1) through Ten (10), inclusive, in Block One (1) of The Grove South, Phase 1; and

Lots One (1) through Thirteen (13), inclusive, in Block Two (2) of The Grove South, Phase 1; and

Lots One (1) through Twenty-eight (28), inclusive, in Block Three (3) of The Grove South, Phase 1; and

Lots One (1) through Fourteen (14), inclusive, in Block Four (4) of The Grove South, Phase 1; and

Lots One (1) through Eight (8), inclusive, in Block Five (5) of The Grove South, Phase 1.

d. Whispering Willows at Grove South Lots are designated as:

Lots One (1) through Twenty (20), inclusive, in Block Six (6) of The Grove South, Phase 2; and

Lots One (1) through Fourteen (14), inclusive, in Block Seven (7) of The Grove South, Phase 2; and

Lots One (1) through Eight (8), inclusive, in Block Eight (8) of The Grove South, Phase 2; and

Lots One (1) through Fifteen (15), inclusive, in Block Nine (9) of The Grove South, Phase 2.

e. The Old Stone Lots are designated as:

Lots One (1) through Eight (8), inclusive, in Block Eleven (11) of the Final Plat of The Grove, Phase V; and

Lots One (1) through Thirty (30), inclusive, in Block Twelve (12) of the Final Plat of The Grove, Phase V.

4. The Architectural and Design Rules are completely amended and restated in their entirety and set forth on Exhibit 3 as the Third Amended and Restated Architectural and Design Rules Adopted by the Design Review Committee of The Grove Addition, a copy of which are attached hereto and made an integral part hereof.
5. The Declaration, as amended hereby, is ratified and confirmed in all respects.

**[Signature page, Acknowledgment, Exhibit 1, Exhibit 2,
Exhibit 3, Exhibit A-1, Exhibit A-2, Exhibit A-3,
Exhibit B-1 and Exhibit B-2 all attached hereto.]**

EXHIBIT 1
to
SIXTH AMENDMENT

Legal Description
of
The Grove, Phase I

A part of the Northeast Quarter (NE/4) of Section Twenty-Five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, City of Oklahoma City, County of Oklahoma, Oklahoma and being more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter (NE/4); thence South 00°15'55" East along the east line of said Northeast Quarter a distance of 395.38 feet to the **POINT OF BEGINNING**; thence continuing South 00°15'55" East along the said east line a distance of 1002.12 feet; thence South 89°44'05" West a distance of 103.82 feet to a point on a curve to the right, said curve having a radius of 260.50 feet, a central angle of 21°09'15", a chord bearing of North 79°41'17" West and a chord distance of 95.63 feet; thence along the arc of said curve a distance of 96.18 feet to a point on a compound curve to the left, said curve having a radius of 139.50 feet, a central angle of 21°09'15", a chord bearing of North 79°41'17" West and a chord distance of 51.21 feet; thence along the arc of said curve a distance of 51.50 feet; thence South 89°44'05" West a distance of 166.45 feet; thence South 44°44'05" West a distance of 48.79 feet; thence South 00°15'55" East a distance of 3.74 feet; thence South 89°44'05" West a distance of 174.97 feet; thence North 06°06'52" West a distance of 228.93 feet; thence North 23°03'37" West a distance of 178.64 feet; thence North 32°46'37" West a distance of 109.86 feet; thence North 02°45'25" East a distance of 70.33 feet; thence North 59°32'25" West a distance of 97.44 feet to a point on a non-tangent curve to the left, said curve having a radius of 225.00 feet, a central angle of 03°26'36", a chord bearing of South 27°27'53" West and a chord distance of 13.52 feet; thence along the arc of said curve a distance of 13.52 feet; thence North 64°15'25" West a distance of 50.00 feet; thence North 58°54'53" West a distance of 86.82 feet; thence North 67°48'49" West a distance of 135.75 feet; thence North 76°17'48" West a distance of 104.87 feet; thence North 85°13'34" West a distance of 115.90 feet to a point on a non-tangent curve to the left, said curve having a radius of 225.00 feet, a central angle of 05°28'45", a chord bearing of South 02°11'06" East and a chord distance of 21.51 feet; thence along the arc of said curve a distance of 21.52 feet; thence South 85°04'31" West a distance of 50.00 feet; thence South 87°54'50" West a distance of 147.59 feet; thence North 07°04'29" West a distance of 50.58 feet; thence North 05°27'55" East a distance of 27.67 feet; thence North 24°27'28" East a distance of 69.30 feet to a point on a non-tangent curve to the right, said curve having a radius of 475.00 feet, a central angle of 04°36'37", a chord bearing of North 77°34'44" East and a chord distance of 38.21 feet; thence along the arc of said curve a distance of 38.22 feet; thence North 10°06'58" West a distance of 50.00 feet; thence North 12°32'31" West a distance of 185.34 feet; thence North 53°29'02" West a distance of 132.39 feet; thence North 37°01'22" West a distance of 44.94 feet; thence North 24°13'32" West a distance of 61.31 feet; thence North 05°51'50" West a distance of 100.36 feet; thence North 30°52'51" West a distance of 31.75 feet to a point on the north line of the Northeast Quarter (NE/4); thence North 89°15'52" East along the said north line a distance of 1316.70 feet; thence South 00°43'48" East a distance of 392.33 feet; thence North 89°44'08" East a distance of 369.21 feet to the point of beginning containing 1,435,926.5569 square feet or 32.9643 acres more or less.

The foregoing is otherwise known and described as all of the real property described in the Plat filed May 31, 2007, and recorded in Book 65 Plats, at Page 42 in the office of the County Clerk of Oklahoma County, Oklahoma.

EXHIBIT 2
to
SIXTH AMENDMENT

Legal Description
of
The Grove, Phase II

A part of the North Half (N/2) of Section Twenty-Five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, City of Oklahoma City, County of Oklahoma, Oklahoma and being more particularly described as follows:

Commencing at the Northeast corner of said North Half (N/2); thence South 89°15'52" West along the north line of the Northeast Quarter a distance of 1689.11 feet to the **POINT OF BEGINNING**; thence from said point of beginning South 30°52'51" East a distance of 31.75 feet; thence South 05°51'50" East a distance of 100.36 feet; thence South 24°13'32" East a distance of 61.31 feet; thence South 37°01'22" East a distance of 44.94 feet; thence South 53°29'02" East a distance of 132.39 feet; thence South 12°32'31" East a distance of 185.34 feet; thence South 10°06'58" East a distance of 50.00 feet to a point on a non-tangent curve to the left, said curve having a radius of 475.00 feet, a central angle of 25°48'22", a chord bearing of South 66°58'51" West and a chord distance of 212.14 feet; thence along the arc of said curve a distance of 213.94 feet; thence South 54°04'40" West a distance of 216.17 feet; thence South 35°50'08" East a distance of 122.50 feet; thence South 54°04'40" West a distance of 279.89 feet; thence South 46°20'06" West a distance of 436.99 feet; thence South 62°13'32" West a distance of 268.67 feet; thence South 10°53'13" West a distance of 194.82 feet; thence North 45°22'28" West a distance of 79.70 feet; thence North 45°48'16" West a distance of 136.23 feet to a point on a non-tangent curve to the right, said curve having a radius of 110.00 feet, a central angle of 82°19'23", a chord bearing of South 72°13'14" West and a chord distance of 144.80 feet; thence along the arc of said curve a distance of 158.05 feet to a point on a reverse curve to the left, said curve having a radius of 118.00 feet, a central angle of 51°09'24", a chord bearing of South 87°48'14" West, and a chord distance of 101.89 feet; thence along the arc of said curve a distance of 105.36 feet; thence North 27°46'28" West a distance of 50.00 feet to a point on a non-tangent curve to the left, said curve having a radius of 118.00 feet, a central angle of 51°09'24", a chord bearing of North 36°38'49" East and a chord distance of 101.89 feet; thence along the arc of said curve a distance of 105.36 feet to a point on a reverse curve to the right, said curve having a radius of 110.00 feet, a central angle of 33°56'27", a chord bearing of North 28°02'21" East and a chord distance of 64.21 feet; thence along the arc of said curve a distance of 65.16 feet; thence North 17°42'37" East a distance of 41.53 feet; thence North 16°06'50" West a distance of 91.86 feet to a point on a curve to the right, said curve having a radius of 1030.00 feet, a central angle of 12°02'05", a chord bearing of North 10°05'48" West and a chord distance of 215.95 feet; thence along the arc of said curve a distance of 216.35 feet; thence North 47°20'27" West a distance of 35.99 feet; thence North 01°17'52" West a distance of 50.00 feet; thence North 44°44'43" East a distance of 35.99 feet to a point on a non-tangent curve to the right, said curve having a radius of 1030.00 feet, a central angle of 11°01'04", a chord bearing of North 06°59'34" East and a chord distance of 197.76 feet; thence along the arc of said curve a distance of 198.07 feet to a point on a reverse curve to the left, said curve having a radius of 295.00 feet, a central angle of 37°59'43", a chord bearing of North 06°29'46" West and a chord distance of 192.06 feet; thence along the arc of said curve a distance of 195.63 feet; thence North 25°29'37" West a distance of 216.15 feet to a point on a curve to the right, said curve having a radius of 355.00 feet, a central angle of 20°47'06", a chord bearing of North 15°06'04" West and a chord distance of 128.08 feet; thence along the arc of said curve a distance of 128.78 feet to a point on a reverse curve to the left, said curve having a radius of 100.00 feet, a central angle of 17°16'40", a chord bearing of North 13°20'51" West and a chord distance of 30.04 feet; thence along the arc of said curve a distance of 30.16 feet to a point on a compound curve to the right, said curve having a radius of 210.23 feet, a central angle of 21°01'04", a chord bearing of North

11°28'40" West and a chord distance of 76.69 feet; thence along the arc of said curve a distance of 77.12 feet; thence North 00°44'08" West a distance of 65.22 feet to a point on the north line of the Northwest Quarter (NW/4); thence North 89°16'35" East a distance of 447.80 feet to the Northwest corner of the Northeast Quarter (NE/4); thence North 89°15'52" East along the north line of the said Northeast Quarter (NE/4) a distance of 960.45 feet to the point of beginning containing 1,663,899.2779 square feet or 38.1979 acres more or less.

The foregoing is otherwise known and described as all of the real property described in the Plat filed May 7, 2008, and recorded in Book 66 Plats, at Page 73 in the office of the County Clerk of Oklahoma County, Oklahoma.

EXHIBIT 3
to the
SIXTH AMENDMENT

THE THIRD AMENDED AND RESTATED ARCHITECTURAL AND DESIGN RULES
ADOPTED BY THE DESIGN REVIEW COMMITTEE
OF THE GROVE ADDITION

(These Rules may be amended from time to time and any amended rules shall have the same force and effect as if fully set forth herein.)

The following uses and restrictions are hereby adopted by the Design Review Committee as a guide for the review and approval of any Improvement upon any Lot or Common Areas. These rules are intended as a guide to the Design Review Committee in order to maintain the harmony, character and charm of The Grove Addition ("The Grove") and to enhance the value of each Lot and the neighborhood as a whole. The rules may be amended at any time as provided in Section 8.09f of the Declaration of Covenants and Restrictions of The Grove Addition. The Grove Addition shall specifically include The Grove, Phase I Addition; The Grove, Phase II Addition; The Grove, Phase III Addition; The Grove, Phase IV Addition; The Grove, Phase V Addition; The Grove South, Phase 1 Addition; The Grove South, Phase 2 Addition; and any other property subsequently annexed to the Declaration pursuant to Article X of the Declaration of Covenants and Restrictions for The Grove Addition, filed June 19, 2007, and recorded in Book 10517 at Page 908 in the office of the Oklahoma County Clerk and any amendments thereto. All terms capitalized and otherwise not specifically defined in these Rules shall have the meaning given to such terms in the Declaration.

I. Limitation of Liability for Approval of Plans. Review and approval of any application is made primarily on the basis of aesthetic considerations and the Declarant, Association, Board and/or Design Review Committee shall NOT bear any responsibility for ensuring the structural integrity or soundness of approved new construction or construction modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, Association, Board nor the Design Review Committee, or any member thereof, shall be held liable for any injury, damages or loss arising out of the manner, quality and/or suitability of approved new construction or construction modification occurring on any Lot.

II. Minimum Rules and Restrictions Applicable to All Lots. The following rules and regulations shall apply to all of the Lots in The Grove Addition:

a. **Submission of Plans for Approval.** No construction or erection of any nature whatsoever shall be commenced or maintained upon any Lot or the Common Elements (except as is installed or approved by the Declarant in connection with the initial construction of structures or buildings on the property); nor shall any exterior addition to, or change or alteration thereon, be made unless and until two (2) sets of the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to the Design Review Committee and approved in writing by the Design Review Committee as to the harmony of external design and location in relation to surrounding structures and topography. A

detailed description or samples of exterior building materials (i.e., brick, stone, roofing, paint, siding and trim) shall be presented to the Design Review Committee along with the plans and specifications. Applicants seeking approval of the Design Review Committee shall submit a duplicate application on the form attached hereto accompanied by all required documentation in duplicate.

b. Landscaping and Lawns. Landscaping is an essential element of design at The Grove. Except as otherwise approved in writing by the Design Review Committee, the Owner of each Lot shall be required to expend the minimum sum of $\frac{1}{2}$ of 1% of the total cost of the Home and Lot for trees and shrubs or perennial plants to be placed on each Lot owned. Unless an extension is approved by the Design Review Committee, the expenditure must be made and the trees and shrubs planted either: (i) within four (4) months after the date a certificate of occupancy is issued for the Lot; or (ii) if the Lot Owner is a licensed builder, then prior to transfer of possession of the Lot from the Owner to a subsequent buyer, whichever is applicable. If both (i) and (ii) are applicable, then whichever is later. No amount paid for grass, dirt, sprinkler systems, etc. shall qualify for this minimum expenditure. No removal of landscaping (other than replacement of dead trees or shrubs with equivalent trees or shrubs) shall take place without the approval of the Design Review Committee. Builders may submit typical landscaping plans to the Design Review Committee for pre-approval for a series of homes in a particular subdivision. Once pre-approved in writing, it shall be necessary for a Builder to submit individual plans only in the event of substantial deviation from pre-approved landscaping plans. Front and side yards shall be sodded with grass within ninety (90) days of occupancy of a home. On each Lot there will be no less than two trees. On Lots adjacent to main thoroughfares within The Grove, the Design Review Committee may, in its discretion, require additional landscaping and features than would otherwise be required.

c. Exterior. Design Review Committee approval is not required for exterior lighting if the lighting is installed in accordance with the following guidelines: Exterior lights shall be conservative in design and as small in size as is reasonably practical. Exterior lighting shall be directed toward the house and be of low wattage (limited to 2,000 lumens) to minimize glaring sources to neighbors and other homeowners. Lighting for walkways generally must be directed toward the ground. Lighting fixtures shall be dark colored so as to be less obtrusive. Low voltage (12 volts) lighting is preferable to conventional house-voltage systems because of its safety advantages. Any deviation from the aforementioned guidelines or use of high-wattage spotlight, floodlights or ballasted fixtures (sodium, mercury, multi-vapor, fluorescent, metal halide, etc.) requires reviewer approval. The Design Review Committee may take into consideration the visibility and style of the fixture and its location on the home.

d. Architectural Styles. The Design Review Committee shall have the ultimate authority and discretion in approving the architectural styles of structures in The Grove and may in this regard make the final determination whether the style of home proposed is in harmony with the atmosphere of the development and in conformity with the intent of the Design Review Committee.

e. Roof Construction. In addition to the approval of the Plans and Specifications for construction of buildings and structures on any Lot, all roofs and roof materials shall be specifically submitted, by separate letter, to the Design Review Committee for their review and written approval prior to construction of the structure or installation of roofing material. Acceptable roofing materials shall include, but not be limited to, 25 year roofing material of

composite shingle (weathered wood or shadow grey color) or other roofing materials approved by the Design Review Committee.

f. Fences and Retaining Walls. No fence or retaining wall shall be constructed or installed until the location, design, style, material and quality of same shall have been approved by the Design Review Committee. The Design Review Committee may prevent fencing from being erected or maintained upon any Lot to the extent said fencing may interfere with or is inconsistent with the appearance of nearby Common Elements or other features of the Grove. Property perimeter fences shall not exceed six feet six inches in height, unless a variance is granted by the Design Review Committee. Fencing erected or maintained upon any Lot shall be dog-eared and made of pine or cedar, unless a variance is granted by the Design Review Committee or unless otherwise required by the Design Review Committee. Fences may be constructed in side or rear yards with the written approval of the Design Review Committee. Owners are prohibited from erecting and maintaining chain link fences in the Grove, except that Declarant shall have the right to erect and maintain chain link fencing upon the Common Areas in places deemed appropriate by Declarant. Except as otherwise provided in the preceding sentence, all fencing in the Grove that is within twenty (20) feet of any Common Area greenbelt or proposed greenbelt shall be wrought iron style fencing (i.e. aluminum fencing with a similar appearance to wrought iron), unless a variance is granted by the Design Review Committee.

Any fences, whether constructed by a Lot owner or a Builder, shall be well repaired and maintained. In the event a fence or wall is damaged, deteriorated or destroyed, the Lot owner shall repair or recondition the fence or wall at the Lot owner's expense, except for any retaining wall or fence located on a Lot and expressly designated in the Declaration to be an improvement to be maintained, repaired or replaced by the Grove Master Homeowners Association. For any such retaining wall or fence, the Association shall repair or recondition the fence or wall at the Association's expense.

g. Construction Period. Upon commencement of excavation for construction on any Lot or Lots in this plat, the work must be continuous, weather permitting, until the Residence and other Improvements are completed. Completion of Construction shall occur no later than ten (10) months from the date of Commencement of Construction, unless extensions of time are granted by the Design Review Committee. If no such extension of time is given by the Design Review Committee, or if the Design Review Committee determines in its discretion that Completion of Construction cannot reasonably be expected to occur within the time remaining therefor, the Declarant or its designee may, but shall not be obligated to, complete such construction at the expense of the Owner..

h. Roof Pitch. Roof pitch minimum shall be 6/12 pitch.

i. Structure. The foundation of structures shall either be (a) a footing and stem wall foundation; or (b) a pier and grade with a front brick pocket.

j. Certain Satellite Dishes Permitted. Standard satellite dishes satisfying all of the following requirements may be installed upon a Lot without first obtaining Design Review Committee approval: (i) the satellite dish shall be equal to or less than 18 inches in diameter; (ii) the satellite dish shall be attached to the roof of the residence; and (iii) the satellite dish shall not be visible to a person six feet tall, standing on any part of the front property line of the Lot upon which the satellite dish is situated. Satellite dishes failing to meet all of aforementioned

requirements shall not be erected, used or maintained outdoors on any Lot without the prior written consent of the Design Review Committee.

k. Pool Cabanas and Detached Buildings. No metal buildings, tents, trailers or temporary structures shall be permitted to be erected or maintained within the Project. Provided, however, pool cabanas, studios, guest cottages, gazebos, greenhouses and other outbuildings may be constructed and maintained after the plans, specifications, design, size and location of same have been approved in writing by the Design Review Committee. Such structures must correspond in style and architecture to the principal residence and must exist in harmony in relation to neighboring living dwellings and property. No commercial business will be allowed in any Detached Building. Detached Buildings shall be no larger than eight feet in depth by eight feet in width and six feet in height, unless a variance is issued by the Design Review Committee.

l. Treehouses and Playground Equipment. Treehouses or platforms in trees are prohibited. No play towers or other similar structures or equipment shall be located in front of the front building limit line or within fifteen (15) feet of any Lot boundary.

m. Garages. Garages shall be attached to the Residence, unless a variance is issued. Garages shall be compatible with and complementary to the main residence in architectural style, material, color and location. Review shall be made on a case-by-case basis. Each Residence shall have a minimum garage capacity of two cars and a maximum garage capacity of three cars.

n. Basketball Goals and Sports Equipment. Basketball hoops/goals attached to the home or garage are prohibited. Temporary or unaffixed basketball hoops/goals that are Visible From Neighboring Property shall not be maintained overnight on any Lot. No Design Review Committee approval is required for the installation of play and sports equipment in fenced-in rear and side yards that is no taller than seven (7) feet. Owners shall exercise consideration towards neighbors; any such equipment shall be set back a reasonable distance from adjacent property lines so as to avoid disturbance of neighbors.

o. Signs. In addition to those requirements and rights set forth in the Declaration, placement of any sign on a Lot shall be governed by the following rules, as follows:

1. Builder or Trade Signs. One builder sign and permit board shall be allowed with Design Review Committee approval; however, no subcontractor or trade signs shall be permitted. Without prior Design Review Committee's approval, a single Realtor or For Sale by Owner sign may be placed on a property while the property is "for sale" and a single Open House sign may be placed on a property during an Open House but must be removed promptly after the event. At no time will a Realtor or Builder sign be placed at any location in The Grove except on the Owner's Lot. Builder and Realtor signs are subject to review as to location, color, size and detailing. A builder sign shall be erected on the Lot prior to the commencement of any work, including clearing or grading. Builder and Realtor signs shall be securely erected and no signs or permits shall be placed in trees. The builder, Realtor and For Sale by Owner signs shall be removed within 5 days of the closing of a Lot unless a longer period is granted in advance by the Design Review Committee.

2. Security Signs. One security sign may be permitted without the Design Review Committee's prior approval in the front yard located either adjacent to the

driveway or in close proximity to the front entrance of the main dwelling. The Design Review Committee may impose size, shape and color restrictions on security signs.

3. For Rent or For Lease Signs Prohibited. For Rent and/or For Lease signs, or any signs of similar nature or import, shall not be placed on any Lot or property in The Grove Addition for any reason, at any time. The placement of those type of signs anywhere in The Grove Addition is absolutely prohibited, without the express prior written approval of the Design Review Committee.

Installation or relocation of all signs other than set forth above or other than provided for in the Declaration requires Design Committee approval. Additionally, the Design Review Committee shall have the right to demand and require any Owner to remove any sign from any Lot, regardless of whether said sign complies with the technical requirements of the Declaration or these Rules. Should the Owner fail to immediately comply with a demand for removal of a sign, the Design Committee shall have any and all rights of enforcement granted in the Declaration including without limitation the right of self-help to remove any sign after reasonable demand is made.

p. Erosion Control. During construction of any improvements on any Lot, erosion control must be maintained by the Owner/Builder to control runoff onto the street, common areas or adjoining property.

q. Mailboxes. Each mailbox shall be 100% brick or stone and shall conform to the Design Review Committee's specifications, which are available upon request. Additional structures or features are prohibited without approval of the Design Review Committee. Newspaper tubes are prohibited.

r. Chimneys. Chimneys will be of brick, stone or other material approved by the Design Review Committee.

s. Yard Ornaments. No sculpture or lawn ornaments of any kind will be permitted in yards visible from the street without the written consent of the Design Review Committee.

t. Carports and Clotheslines. No clotheslines shall be installed, placed, erected or maintained on any Lot. No carports shall be installed, placed, erected or maintained on any Lot, without the Design Review Committee's prior approval. Any carports submitted for Design Review Committee approval are encouraged to be entirely located behind the frontline of the Residence.

u. Dog Related Structure: No animal structure shall provide shelter for more than three (3) dogs over six (6) months of age. One dog-related structure is permitted without Design Review Committee approval so long as the structure is not Visible From Neighboring Property (as that term is defined in Section 1.22 of the Declaration). If a dog-related structure is Visible From Neighboring Property, then Design Review Committee approval is required and screening, fencing or landscaping may be required by the Committee prior to any approval.

v. Birdbaths, Birdhouses and Birdfeeders: Design Review Committee approval is not required for one rear yard installation of any birdhouse or birdfeeder no more than 12 by 24 inches in size. Design Review Committee approval is not required for one rear yard installation of a birdbath that is no more than 30 inches in height, including any pedestal. The installation of

birdbaths, birdhouses and birdfeeders in front or side yards and/or the installation of multiple birdbaths, birdhouses or birdfeeders requires approval by the Design Review Committee.

w. Flagpoles: Design Review Committee approval is not required for the installation of a single flagpole so long as it does not exceed 20 feet above finished grade. If located in the front yard, a flagpole must be at least 15 feet from the front property line.

x. Pools. Design Review Committee approval is required for the construction or installation of pools. Pools shall be an integral part of the deck or patio area and/or the rear yard landscaping. Pools shall be located in the rear or side yard and shall be installed in such a way that it is not Visible From Neighboring Property. Pools shall be fenced for safety purposes and Owners may be required to install safety features (gate locks or pool covers) when they are not in use. Any building associated with a pool is considered to be a Detached Building.

y. Hot Tubs and Saunas. Design Review Committee approval is required for the installation of any outdoor hot tub, Jacuzzi, sauna or spa. Any hot tub, Jacuzzi, sauna or spa shall be an integral part of the deck or patio area and/or the rear yard landscaping. A hot tub, Jacuzzi, sauna or spa shall be located in the rear or side yard, shall be installed in such a way that it is not Visible From Neighboring Property and shall not create an unreasonable level of noise for adjacent property owners. Owners may be required to install safety features such as locks or covers for these items when such are not in use.

z. Minimum Residence Square Footage. Any Residence constructed upon said Lots in The Grove shall have a minimum square footage of 1400 square feet, unless a variance is granted by the Design Review Committee.

aa. Setback. Each Residence shall be set back a minimum of 5 feet from each side yard property line and 15 feet from any rear property line, unless a variance is granted by the Design Review Committee.

bb. Guttering. Each Residence is required to be guttered in the front of the Residence.

cc. Statues. Design Review Committee approval is not required for the rear yard installation of any statue, which, including a pedestal, stands not more than 4 feet tall. Other accessory features, such as fountains, ponds, reflecting pools or yard ornaments require Design Review Committee approval.

dd. Exterior Walls Shall be 80% Brick, Stone, Stucco, or Equivalent. The principal material, other than glass, of the exterior of each wall in all buildings on Lots in The Grove shall be not less than eighty percent (80%) brick, stone, stucco, or reasonable equivalent unless a variance is granted by the Design Review Committee in advance of construction.

III. Additional Rules and Restrictions Applicable to The Orchard Lots.

For those Lots now or hereinafter designated as The Orchard Lots, the following additional rules and restrictions shall apply, notwithstanding any provisions herein to the contrary:

h. Roof Pitch. Roof pitch minimum shall be 8/12 pitch.

i. Structure. The foundation of structures shall be a footing and stem wall foundation.

z. Minimum Residence Square Footage. Any Residence constructed upon The Orchard Lots shall have a minimum square footage of 1800 square feet, unless a variance is granted by the Design Review Committee.

To the extent there is a conflict in the Minimum Rules and Restrictions Applicable to All Lots and the additional rules and restrictions applicable to a particular subcategory of lots, the more restrictive rules and restrictions shall apply.

IV. Additional Rules and Restrictions Applicable to The Old Stone Lots.

For those Lots now or hereinafter designated as “The Old Stone Lots”, the following additional rules and restrictions shall apply, notwithstanding any provisions herein to the contrary:

h. Roof Pitch. Roof pitch minimum shall be 10/12 pitch.

i. Structure. The foundation of all structures shall be a footing and stem wall foundation.

z. Minimum Residence Square Footage. Any Residence constructed upon The Old Stone Lots in The Grove shall have a minimum square footage of 2300 square feet unless a variance is granted by the Design Review Committee.

To the extent there is a conflict in the Minimum Rules and Restrictions Applicable to All Lots and the additional rules and restrictions applicable to a particular subcategory of lots, the more restrictive rules and restrictions shall apply.

PLEASE CONTACT THE DECLARANT FOR A CURRENT AND UPDATED COPY OF THE DESIGN REVIEW COMMITTEE’S ARCHITECTURAL AND DESIGN RULES

**EXHIBIT TO ARCHITECTURAL AND DESIGN RULES
OWNER APPLICATION FOR DESIGN COMMITTEE REVIEW**

Date: _____
Owner's Name: _____
Address: _____
Telephone: _____
Type of Improvement: _____
Lot Number: _____

If an agent is submitting on behalf of the owner, also complete the following:

Agent's Name: _____
Business Name: _____
Telephone: _____

In accordance with the Declaration of Covenants, Conditions and Restrictions for The Grove and the Architectural and Design Rules, application is hereby made for review and approval of the following described improvements: (Provide brief description.)

In support of this application the following required items are to be submitted in duplicate:

1. Plans and Specifications: The plans will show the following (where applicable): site plan, floor plan, elevations, roof plan, landscaping plan and such other items as may be needed to reflect the character and dimensions of the improvements.
2. Roof Letter (See Rule (e) of the Architectural and Design Rules)
3. Landscape Plan, if not reflected on Plans and Specifications (See attached page)
4. Any written statements or other submissions that may be required.

It is hereby understood and agreed that approval of this application by a reviewer does not constitute approval as to compliance with applicable Oklahoma law or City of Oklahoma City ordinances.

Signature of Owner(s) _____ Date _____
Signature of Agent _____ Date _____

Submit applications to: The Grove Addition
Design Review Committee
c/o Caliber Development Company LLC
14301 Caliber Drive, Suite 300
Oklahoma City, OK 73134

If the application is incomplete, the reviewer will notify the applicant as to the needed documents and the application will not be further considered until receipt of all materials. Any time period required for reviewer approval or rejection shall not begin to run until all materials requested by the Committee are submitted in duplicate.

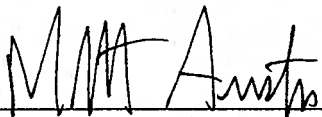
Date Received: _____ Reviewer: _____ Action taken: _____
Date Received: _____ Reviewer: _____ Action taken: _____
Date Received: _____ Reviewer: _____ Action taken: _____

EXHIBIT TO ARCHITECTURAL AND DESIGN RULES

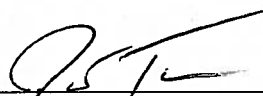
LANDSCAPE PLAN SUBMITTAL CHECKLIST

1. Format to be 24 inch x 36 inch sheet size.
2. Site plan with property boundary, footprints of permanent structures and locations and identifications of every hardwood tree with a diameter of eight inches or more at a height of 3 feet above grade.
3. Contour lines as needed to illustrate grade conditions.
4. Project location and owner's name.
5. North arrow, drawing scale, sheet number and date.
6. Boundaries of protected areas and method of protection.
7. Planting plan showing locations of proposed and existing plants. Plants should be drawn at a mature size.
8. Plant list with names of plants, sizes and quantities.
9. Hard surface plan and layout dimensions noting materials to be used.
10. Irrigation plan.
11. Construction details for all structural elements, i.e., retaining walls over 2 feet to 6 feet pools, decks, etc.
12. Submit 2 copies of the package.

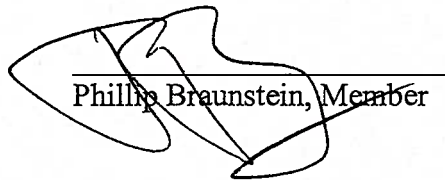
IN WITNESS WHEREOF, the undersigned, being all of the members of the Design Review Committee of The Grove Addition hereby certify that, pursuant to Article VIII of the Declaration, the Design Review Committee hereby consents and adopts the above and foregoing Third Amended and Restated Architectural and Design Rules effective as of the 31 day of July, 2012.



Matt Austin, Member



Jarod D. Tarver, Member



Phillip Braunstein, Member

**EXHIBIT A-1
to the
SIXTH AMENDMENT**

**Legal Description
of
The Grove, Phase III**

A tract of land in the Northeast Quarter (NE/4) of Section Twenty-two (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Northeast Corner of said Northeast Quarter; THENCE South 00° 15' 55" East along the east line of said Northeast Quarter a distance of 1408.78 feet; Thence South 89° 44' 05" West a distance of 449.12 feet to the POINT OF BEGINNING;

Thence South 00° 15' 55" East a distance of 10.00 feet; Thence South 89° 44' 05" West a distance of 50.00 feet; Thence South 00° 15' 55" East a distance of 434.86 feet; Thence South 89° 44' 05" West a distance of 125.72 feet; Thence North 76° 08' 40" West a distance of 110.00 feet; Thence North 60° 28' 41" West a distance of 121.59 feet; Thence North 37° 54' 45" West a distance of 63.60 feet; Thence South 52° 05' 15" West a distance of 151.72 feet; Thence North 36° 24' 55" West a distance of 179.99 feet; Thence North 35° 50' 08" West a distance of 313.32 feet; Thence North 35° 50' 08" West a distance of 29.68 feet; Thence North 00° 52' 25" East a distance of 31.73 feet; Thence North 27° 18' 38" East a distance of 78.48 feet; Thence North 29° 10' 35" West a distance of 27.38 feet; Thence North 10° 58' 07" West a distance of 92.16 feet; Thence North 29° 58' 33" West a distance of 75.00 feet; Thence North 25° 49' 21" West a distance of 42.72 feet; Thence North 32° 07' 58" West a distance of 53.87 feet; Thence North 52° 31' 39" West a distance of 67.82 feet; Thence North 35° 50' 08" West a distance of 120.01 feet; Thence North 15° 04' 47" West a distance of 60.93 feet; Thence North 01° 58' 23" East a distance of 50.66 feet; Thence North 03° 19' 13" West a distance of 79.09 feet; Thence North 87° 54' 50" East a distance of 147.59 feet; Thence North 85° 04' 31" East a distance of 50.00 feet; Thence along a curve turning to the right having a radius of 225.00 feet, and a chord bearing of North 02° 11' 06" West a distance of 21.51 feet, for an arc length of 21.52 feet; Thence South 85° 13' 34" East a distance of 115.90 feet; Thence South 76° 17' 48" East a distance of 104.87 feet; Thence South 67° 48' 49" East a distance of 135.75 feet; Thence South 58° 54' 53" East a distance of 86.82 feet; Thence South 64° 15' 25" East a distance of 50.00 feet; Thence along a curve to the right having a radius of 225.00 feet, and a chord bearing of North 27° 27' 53" East a distance of 13.52 feet, for an arc length 13.52; Thence South 59° 32' 25" East a distance of 97.44 feet; Thence South 02° 45' 25" West a distance of 70.33 feet; Thence South 32° 46' 37" East a distance of 109.86 feet; Thence South 23° 03' 37" East a distance of 178.64 feet; thence South 06° 06' 52" East a distance of 228.93 feet to the Southwest corner of Lot 12, Block 4, The Grove Phase 1; Thence North 89° 44' 05" East a distance of 174.97 feet to the POINT OF BEGINNING.

Said described tract contains 724,373 square feet or 16.6293 acres, more or less.

EXHIBIT A-2
to the
SIXTH AMENDMENT

Legal Description
of
The Grove South, Phase 1

A tract of land in the Southeast Quarter (SE/4) of Section Twenty-two (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast Corner of said Southeast Quarter; THENCE North 00° 15' 48" West along the east line of said Southeast Quarter a distance of 884.48 feet to the POINT OF BEGINNING; THENCE South 89° 44' 12" West a distance of 50.00 feet; THENCE North 45° 15' 48" West a distance of 35.36 feet; THENCE South 89° 44' 12" West a distance of 108.06 feet to a point on a curve; THENCE Southwesterly along a curve to the left having a radius of 288.00 feet and a chord bearing of South 78° 57' 38" West a distance of 107.70 feet, for an arc length of 108.33 feet to a point on a curve; THENCE along a curve to the right having a radius of 515.00 feet and a chord bearing of South 81° 11' 59" West a distance of 231.97 feet, for an arc length of 233.98 feet; THENCE North 85° 47' 05" West a distance of 223.39 feet; THENCE along a curve to the right having a radius of 425.00 feet and a chord bearing of North 67° 47' 47" West a distance of 262.50 feet, for an arc length of 266.86 feet; THENCE North 49° 48' 29" West a distance of 87.34 feet; THENCE South 85° 11' 31" West a distance of 35.36 feet; THENCE South 40° 11' 31" West a distance of 94.82 feet; THENCE along a curve to the right having a radius of 1025.00 feet and a chord bearing of South 53° 45' 00" West a distance of 480.58 feet, for an arc length of 485.10 feet; THENCE North 22° 41' 31" West a distance of 50.00 feet; THENCE North 07° 39' 47" West a distance of 335.52 feet; THENCE North 37° 19' 12" West a distance of 299.48 feet; THENCE North 52° 40' 48" East a distance of 120.00 feet; THENCE North 52° 40' 48" East a distance of 50.00 feet; THENCE South 37° 19' 12" East a distance of 9.23 feet; THENCE North 52° 40' 48" East a distance of 92.63 feet; THENCE North 41° 00' 20" East a distance of 214.53 feet; THENCE North 44° 12' 40" East a distance of 446.09 feet; THENCE North 45° 47' 20" West a distance of 15.34 feet; THENCE North 44° 12' 40" East a distance of 50.00 feet; THENCE North 44° 12' 40" East a distance of 180.00 feet; THENCE South 45° 47' 20" East a distance of 382.75 feet; THENCE South 83° 46' 55" East a distance of 50.00 feet; THENCE along a curve to the right having a radius of 1020.00 feet and a chord bearing of South 23° 12' 18" West a distance of 595.99 feet, for an arc length of 604.82 feet; THENCE South 40° 11' 31" West a distance of 226.23 feet; THENCE South 04° 48' 29" East a distance of 35.36 feet; THENCE South 49° 48' 29" East a distance of 87.34 feet; THENCE along a curve to the left having a radius of 375.00 feet and a chord bearing of South 67° 47' 47" East a distance of 231.62 feet, for an arc length of 235.47 feet; THENCE South 85° 47' 05" East a distance of 223.39 feet; THENCE along a curve to the left having a radius of 465.00 feet and a chord bearing of North 74° 19' 38" East a distance of 316.37 feet; for an arc length of 322.81 feet; THENCE along a curve to the right having a radius of 172.00 feet and a chord bearing of North 72° 05' 16" East a distance of 104.29 feet, for an arc length of 105.96 feet; THENCE North 89° 44' 12" East a distance of 34.97 feet; THENCE North 44° 44' 12" East a distance of 35.36 feet; THENCE North 89° 44' 12" East a distance of 50.00 feet; THENCE South 00° 15' 48" East a distance of 160.96 feet to the POINT OF BEGINNING, said described tract containing 19.2265 acres, more or less.

**EXHIBIT A-3
to the
SIXTH AMENDMENT**

**Legal Description
of
The Grove South, Phase 2**

A tract of land in the Southeast Quarter (SE/4) and the Southwest Quarter (SW/4) of Section Twenty-five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast Corner of said Southeast Quarter; THENCE South 89° 46' 02" West along the south line of said Southeast Quarter a distance of 1495.00 feet to the POINT OF BEGINNING; Thence South 89° 46' 02" West for a distance of 150.00 feet; Thence North 00° 13' 58" West for a distance of 50.00 feet; Thence North 44° 46' 02" East for a distance of 35.36 feet; Thence North 00° 13' 58" West for a distance of 74.26 feet to the beginning of a curve; Thence northeasterly along a curve to the left having a radius of 1010.00 feet, and a chord bearing of North 07° 45' 43" West for a distance of 264.68 feet, for an arc length of 265.44 feet; Thence North 15° 17' 27" West for a distance of 187.45 feet; Thence North 58° 32' 37" West for a distance of 36.42 feet to point on a curve; Thence westerly along a curve to the right having a radius of 1025.00 feet, and a chord bearing of South 85° 02' 27" West for a distance of 219.20 feet, for an arc length of 219.62 feet; Thence North 88° 49' 15" West for a distance of 176.52 feet to a point on a curve; Thence westerly along a curve to the right having a radius of 575.00 feet, and a chord bearing of North 80° 21' 54" West for a distance of 169.10 feet, for an arc length of 169.72 feet; Thence North 18° 05' 27" East for a distance of 50.00 feet; Thence North 37° 18' 18" West for a distance of 727.57 feet; Thence North 52° 40' 48" East for a distance of 123.18 feet to a point on a curve; Thence northwesterly along a curve to the right having a radius of 125.00 feet, and a chord bearing of North 49° 23' 19" West for a distance of 3.22 feet, for an arc length of 3.22 feet; Thence North 41° 20' 59" East for a distance of 50.00 feet; Thence North 52° 40' 48" East for a distance of 308.54 feet; Thence South 37° 19' 12" East for a distance of 325.94 feet; Thence North 52° 40' 48" East for a distance of 170.00 feet; Thence South 37° 19' 12" East for a distance of 4.96 feet; Thence North 52° 40' 48" East for a distance of 120.00 feet; Thence South 37° 19' 12" East for a distance of 521.15 feet; Thence South 07° 39' 47" East for a distance of 335.52 feet; Thence South 22° 41' 31" East for a distance of 50.00 feet to a point on a curve; Thence southwesterly along a curve to the right having a radius of 1025.00 feet, and a chord bearing of South 68° 54' 43" West for a distance of 57.37 feet, for an arc length of 57.38 feet; Thence South 27° 57' 42" West for a distance of 36.42 feet; Thence South 15° 17' 27" East for a distance of 187.45 feet to a point on a curve; Thence southeasterly along a curve to the right having a radius of 1110.00 feet, and a chord bearing of South 07° 45' 43" East for a distance of 290.89 feet, for an arc length of 291.72 feet; Thence South 00° 13' 58" East for a distance of 74.26 feet; Thence South 45° 13' 58" East for a distance of 35.36 feet; Thence South 00° 13' 58" East a distance of 50.00 feet to the POINT OF BEGINNING, said described tract containing 17.6729 acres, more or less.

EXHIBIT B-1
to the
SIXTH AMENDMENT

Legal Description
of
The Grove, Phase IV

A part of the Northeast Quarter (NE/4) of Section Twenty-Five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, City of Oklahoma City, County of Oklahoma, Oklahoma and being more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter (NE/4); thence South 89°15'52" West along the north line of said Northeast Quarter a distance of 1,834.67 feet; Thence South 00°44'08" East a distance of 735.76 feet to the **POINT OF BEGINNING**, said point being the Northeast Corner of Lot 8, Block 6 of The Grove, Phase 2, an addition to the City of Oklahoma City; Thence North 54° 04' 40" East a distance of 216.17 feet; Thence along a curve to the right, having a radius of 475.00 feet and a chord bearing of North 64° 40' 33" East a distance of 174.72 feet, a distance of 175.72 feet; Thence South 24° 27' 28" West a distance of 69.30 feet; Thence South 05° 27' 55" West a distance of 27.67 feet; Thence South 07° 04' 29" East a distance of 50.58 feet; Thence South 03° 19' 13" East a distance of 79.09 feet; Thence South 01° 58' 23" West a distance of 50.66 feet; Thence South 15° 04' 47" East a distance of 60.93 feet; Thence South 35° 50' 08" East a distance of 120.01 feet; Thence South 52° 31' 39" East a distance of 67.82 feet; Thence South 32° 07' 58" East a distance of 53.87 feet; Thence South 25° 49' 21" East a distance of 42.72 feet; Thence South 29° 58' 33" East a distance of 75.00 feet; Thence South 10° 58' 07" East a distance of 92.16 feet; Thence South 29° 10' 35" East a distance of 27.38 feet; Thence South 27° 18' 38" West a distance of 78.48 feet; Thence South 00° 52' 25" West a distance of 31.73 feet; Thence South 35° 50' 08" East a distance of 29.68 feet; Thence South 35° 50' 08" East a distance of 313.32 feet; Thence South 36° 24' 55" East a distance of 170.67 feet; Thence South 52° 16' 43" West a distance of 210.89 feet; Thence South 68° 09' 33" West a distance of 847.32 feet; Thence North 45° 22' 28" West a distance of 875.42 feet; Thence North 10° 53' 13" East a distance of 188.81 feet; Thence North 62° 13' 32" East a distance of 268.67 feet; Thence North 46° 20' 06" East a distance of 436.99 feet; Thence North 54° 04' 40" East a distance of 279.89 feet; Thence North 35° 50' 08" West a distance of 122.50 feet to the **POINT OF BEGINNING**. Said Described tract contains ~~1,354,859.17 square feet or 31.1033~~ acres, more or less.

EXHIBIT B-2
to the
SIXTH AMENDMENT

Legal Description
of
The Grove, Phase V

A part of the Northwest Quarter (NW/4) of Section Twenty-Five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, City of Oklahoma City, County of Oklahoma, Oklahoma and being more particularly described as follows:

Commencing at the Northwest corner of said Northwest (NW/4); Thence North 89°16'35" East along the north line of said Northwest Quarter a distance of 1217.32 feet; Thence South 00°43'25" East a distance of 491.47 feet to the **POINT OF BEGINNING**,

Thence, S 00° 43' 25" E a distance of 25.23 feet; Thence North 63° 54' 56" East a distance of 246.72 feet; Thence South 45° 48' 16" East a distance of 225.15 feet; Thence North 89° 16' 35" East a distance of 778.77 feet; Thence along a curve to the right having a radius of 295.00 feet and a chord bearing of South 01° 37' 08" West a distance of 111.39 feet, for an arc length of 112.06 feet; Thence along a curve to the left having a radius of 1030.00 feet and a chord bearing of South 06° 59' 34" West a distance of 197.76 feet, for an arc length of 198.07 feet; Thence South 44° 44' 43" West a distance of 35.99 feet; Thence South 01° 17' 52" East a distance of 50.00 feet; Thence along a curve to the left having a radius of 775.00 feet and a chord bearing of South 84° 18' 15" West a distance of 118.87 feet, for an arc length of 118.98 feet; Thence South 31° 50' 45" West a distance of 32.41 feet; Thence South 20° 39' 40" East a distance of 0.39 feet; Thence South 69° 17' 40" West a distance of 62.48 feet; Thence North 45° 48' 16" West a distance of 77.44 feet; Thence South 44° 11' 44" West a distance of 60.00 feet; Thence South 68° 32' 40" West a distance of 648.50 feet; Thence South 75° 40' 07" West a distance of 120.75 feet; Thence North 27° 44' 05" West a distance of 175.08 feet; Thence South 70° 25' 12" West a distance of 68.29 feet; Thence North 88° 15' 49" West a distance of 332.83 feet; Thence North 46° 26' 09" West a distance of 155.80 feet; Thence North 35° 11' 39" East a distance of 205.62 feet; Thence North 51° 52' 53" East a distance of 129.67 feet; Thence North 45° 40' 04" East a distance of 40.63 feet; Thence North 32° 40' 28" East a distance of 282.53 feet; Thence North 89° 16' 35" East a distance of 90.27 feet to the **POINT OF BEGINNING**. Said described tract contains 827,534.13 square feet or 18.9976 acres, more or less.

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After Recording Return To:

Michael R. Ford, Esq.
Fellers Snider Blankenship Bailey & Tippens PC
100 North Broadway, Suite 1700
Oklahoma City, Oklahoma 73102



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State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

SEVENTH AMENDMENT AND ANNEXATION TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF THE GROVE ADDITION

THIS SEVENTH AMENDMENT AND ANNEXATION TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF THE GROVE ADDITION (“Seventh Amendment”) is being made effective as of this 17 day of December, 2013 by CALIBER DEVELOPMENT COMPANY LLC, a Delaware limited liability company (“Declarant”). Declarant hereby amends and annexes additional property to that certain Declaration of Covenants and Restrictions of The Grove Addition filed June 19, 2007, and recorded in Book 10517 at Page 908, et. seq., in the office of the County Clerk of Oklahoma County, Oklahoma (the “Original Declaration”), as amended by that certain First Amendment and Annexation to the Declaration of Covenants and Restrictions of The Grove Addition filed January 16, 2008, and recorded in Book 10708 at Page 577, et. seq., in the office of the County Clerk of Oklahoma County, Oklahoma (the “First Amendment”), as amended by that certain Second Amendment and Correction to the Declaration of Covenants and Restrictions of The Grove Addition filed January 24, 2008, and recorded in Book 10714 at Page 203, et. seq., in the office of the County Clerk of Oklahoma County, Oklahoma (the “Second Amendment”), as amended by that certain Third Amendment to the Declaration of Covenants and Restrictions of The Grove Addition filed August 14, 2009, and recorded in Book 11174 at Page 1156, et. seq., in the office of the County Clerk of Oklahoma County, Oklahoma (the “Third Amendment”), as amended by that certain Fourth Amendment to the Declaration of Covenants and Restrictions of The Grove Addition for Purposes of Annexing Additional Common Areas filed November 13, 2009, and recorded in Book 11241 at Page 150, et. seq., in the office of the County Clerk of Oklahoma County, Oklahoma (the “Fourth Amendment”), and as amended by that certain Fifth Amendment to the Declaration of Covenants and Restrictions of The Grove Addition filed May 31, 2011, and recorded in Book 11643 at Page 407, et. seq., in the office of the County Clerk of Oklahoma County, Oklahoma (the “Fifth Amendment”), and as amended by that certain Sixth Amendment and Annexation to the Declaration of Covenants and Restrictions of The Grove Addition, filed August 21, 2012, and recorded in Book 12008 at Page 404, et. seq., in the office of the County Clerk of Oklahoma County, Oklahoma (the “Sixth Amendment”). The Original Declaration, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and the Sixth Amendment shall be collectively referred to herein as the “Declaration” and covers the real property and improvements described on Exhibits 1 and 2, Exhibits A-1, A-2, and A-3, and Exhibits B-1 and B-2, all of which are attached hereto and made an integral part hereof. All terms capitalized and not otherwise defined herein shall have the same meanings given to them in the Declaration. Pursuant to the provisions of Article X and

Section 11.03 of the Declaration, Declarant amends certain provisions of the Declaration and annexes the additional property that is described on Exhibits C-1, C-2 and C-3, attached hereto, as referenced below, and thereby makes such additional properties subject to the terms of the Declaration and, accordingly, declares as follows:

1. The real property described on Exhibit C-1, which is attached hereto and made an integral part of this Seventh Amendment by this reference, together with all of the common areas described in the Final Plat of The Grove, Phase VI, as described on such Exhibit C-1 ("The Grove, Phase VI Plat"), together with all improvements thereon, is hereby annexed as additional property to the Declaration and made fully subject to the provisions thereof.

2. The real property described on Exhibit C-2, which is attached hereto and made an integral part of this Sixth Amendment by this reference, together with all of the common areas described in the Final Plat of The Grove South, Phase 3, as described on such Exhibit C-2 ("The Grove South, Phase 3 Plat"), together with all improvements thereon, is hereby annexed as additional property to the Declaration and made fully subject to the provisions thereof.

3. The real property described on Exhibit C-3, which is attached hereto and made an integral part of this Seventh Amendment by this reference, together with all of the common areas described in the Final Plat of The Grove South, Phase 4, as described on such Exhibit C-3, ("The Grove South, Phase 4 Plat"), together with all improvements thereon, is hereby annexed as additional property to the Declaration and made fully subject to the provisions thereof.

4. Section 1.13 of the Declaration is hereby deleted in its entirety and the following completely amended and restated Section 1.13 is fully substituted in its place and stead in the Declaration:

Section 1.13 "Lot" shall mean any one of the parcels of real property designated as a Lot on the recorded Subdivision Plats within The Grove, and shall not include the Common Area. The ownership of each Lot shall include with it and have appurtenant a non-exclusive easement for the use and enjoyment of the Common Area. A Lot shall be deemed "Improved" when a Single Family Residence or other substantial improvement has been completely constructed thereon. All other Lots shall be deemed "Unimproved" Lots. Pursuant to Article X of this Declaration, subsequently annexed Lots shall be treated in all respects and for all purposes as Lots under this Declaration. For purposes of the Architectural and Design Rules and restrictions applicable to each Lot and for any other purpose, Lots may be further designated into subcategories such as "Bloom's Terrace Lots", "The Old Stone Lots", "The Orchard Lots", "The Meadows at Grove South Lots" and "Whispering Willows at Grove South Lots".

a. Bloom's Terrace Lots are designated as:

Lots One (1) through Fifty-six (56), inclusive, in Block One (1) of The Grove, Phase I; and

Lots One (1) through Twenty (20), inclusive, in Block Two (2) of The Grove, Phase I; and

Lots One (1) through Twenty (20), inclusive, in Block Three (3) of The Grove, Phase I; and

Lots One (1) through Twelve (12), inclusive, in Block Four (4) of The Grove, Phase I; and

Lots One (1) through Eight (8), inclusive, in Block Five (5) of The Grove, Phase I; and

Lots One (1) through Two (2), inclusive, in Block Six (6) of The Grove, Phase I; and

Lots One (1) through Twenty-three (23), inclusive, in Block Seven (7) of The Grove, Phase III; and

Lots One (1) through Thirty-one (31), inclusive, in Block Eight (8) of The Grove, Phase III; and

Lots One (1) through Seven (7), inclusive, in Block Thirteen (13) of The Grove, Phase VI; and

Lots One (1) through Twenty-four (24), inclusive, in Block Fourteen (14) of The Grove, Phase VI; and

Lots One (1) through Four (4), inclusive, in Block Fifteen (15) of The Grove, Phase VI; and

Lots One (1) through Twenty-seven (27), inclusive, in Block Sixteen (16) of The Grove, Phase VI; and

Lot One (1) in Block Seventeen (17) of The Grove, Phase VI; and

Lots One (1) through Eight (8), inclusive, in Block Eighteen (18) of The Grove, Phase VI; and

Lots One (1) through Fifteen (15), inclusive, in Block Nineteen (19) of The Grove, Phase VI; and

Lots One (1) through Fourteen (14), inclusive, in Block Twenty (20) of The Grove, Phase VI.

b. The Orchard Lots are designated as:

Lots One (1) through Twenty-six (26), inclusive, in Block One (1) of The Grove, Phase II; and

Lots One (1) through Eleven (11), inclusive, in Block Two (2) of The Grove, Phase II; and

Lots One (1) through Seven (7), inclusive, in Block Three (3) of The Grove, Phase II; and

Lots One (1) through Fifty-three (53), inclusive, in Block Four (4) of The Grove, Phase II; and

Lots One (1) through Eight (8), inclusive, in Block Five (5) of The Grove, Phase II; and

Lots One (1) through Eight (8), inclusive, in Block Six (6) of The Grove, Phase II.

Lots One (1) through Forty-Three (43), inclusive, in Block Nine (9) of the Final Plat of The Grove, Phase IV; and

Lots One (1) through Twenty-Nine (29), inclusive, in Block Ten (10) of the Final Plat of The Grove, Phase IV.

c. The Meadows at Grove South Lots are designated as:

Lots One (1) through Ten (10), inclusive, in Block One (1) of The Grove South, Phase 1; and

Lots One (1) through Thirteen (13), inclusive, in Block Two (2) of The Grove South, Phase 1; and

Lots One (1) through Twenty-eight (28), inclusive, in Block Three (3) of The Grove South, Phase 1; and

Lots One (1) through Fourteen (14), inclusive, in Block Four (4) of The Grove South, Phase 1; and

Lots One (1) through Eight (8), inclusive, in Block Five (5) of The Grove South, Phase 1; and

Lots One (1) through Seventeen (17), inclusive, in Block Ten (10) of The Grove South, Phase 3; and

Lots One (1) through Twenty-Eight (28), inclusive, in Block Eleven (11) of The Grove South, Phase 3; and

Lots One (1) through Twenty-four (24), inclusive, in Block Twelve (12) of The Grove South, Phase 3; and

Lots One (1) through Twenty-seven (27), inclusive, in Block Thirteen (13) of The Grove South, Phase 3; and

Lots One (1) through Seven (7), inclusive, in Block Fourteen (14) of The Grove South, Phase 3.

d. Whispering Willows at Grove South Lots are designated as:

Lots One (1) through Twenty (20), inclusive, in Block Six (6) of The Grove South, Phase 2; and

Lots One (1) through Fourteen (14), inclusive, in Block Seven (7) of The Grove South, Phase 2; and

Lots One (1) through Eight (8), inclusive, in Block Eight (8) of The Grove South, Phase 2; and

Lots One (1) through Fifteen (15), inclusive, in Block Nine (9) of The Grove South, Phase 2; and

Lots One (1) through Thirty (30), inclusive, in Block Fifteen (15) of The Grove South, Phase 4; and

Lots One (1) through Twenty-two (22), inclusive, in Block Sixteen (16) of The Grove South, Phase 4; and

Lots One (1) through Twelve (12), inclusive, in Block Seventeen (17) of The Grove South, Phase 4.

e. The Old Stone Lots are designated as:

Lots One (1) through Eight (8), inclusive, in Block Eleven (11) of the Final Plat of The Grove, Phase V; and


Lots One (1) through Thirty (30), inclusive, in Block Twelve (12) of the Final Plat of The Grove, Phase V.

5. The Architectural and Design Rules are hereby completely amended and restated in their entirety and set forth on Exhibit 3 as the Fourth Amended and Restated Architectural and Design Rules Adopted by the Design Review Committee of The Grove Addition, a copy of which are attached hereto and made an integral part hereof.

6. The Declaration, as amended and annexed hereby, is completely ratified by the Declarant and confirmed in all respects.

[Signature page, Acknowledgment, Exhibit 1, Exhibit 2, Exhibit 3, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit B-1, Exhibit B-2, Exhibits C-1, C-2 and C-3 are all attached to this Seventh Amendment and by this reference made an integral part hereof.]

CALIBER DEVELOPMENT COMPANY LLC,
a Delaware limited liability company

By: 
Name: Matthew Austin
Title: President

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 17 day of December, 2013 by Matthew Austin, as President of CALIBER DEVELOPMENT COMPANY LLC, a Delaware limited liability company, by and on behalf of the said limited liability company.





Notary Public
My Commission Expires: 3-4-14
Commission No. 02002761

EXHIBIT 1
to
SEVENTH AMENDMENT OF THE DECLARATION

Legal Description of The Grove, Phase I

A part of the Northeast Quarter (NE/4) of Section Twenty-Five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, City of Oklahoma City, County of Oklahoma, Oklahoma and being more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter (NE/4); thence South 00°15'55" East along the east line of said Northeast Quarter a distance of 395.38 feet to the **POINT OF BEGINNING**; thence continuing South 00°15'55" East along the said east line a distance of 1002.12 feet; thence South 89°44'05" West a distance of 103.82 feet to a point on a curve to the right, said curve having a radius of 260.50 feet, a central angle of 21°09'15", a chord bearing of North 79°41'17" West and a chord distance of 95.63 feet; thence along the arc of said curve a distance of 96.18 feet to a point on a compound curve to the left, said curve having a radius of 139.50 feet, a central angle of 21°09'15", a chord bearing of North 79°41'17" West and a chord distance of 51.21 feet; thence along the arc of said curve a distance of 51.50 feet; thence South 89°44'05" West a distance of 166.45 feet; thence South 44°44'05" West a distance of 48.79 feet; thence South 00°15'55" East a distance of 3.74 feet; thence South 89°44'05" West a distance of 174.97 feet; thence North 06°06'52" West a distance of 228.93 feet; thence North 23°03'37" West a distance of 178.64 feet; thence North 32°46'37" West a distance of 109.86 feet; thence North 02°45'25" East a distance of 70.33 feet; thence North 59°32'25" West a distance of 97.44 feet to a point on a non-tangent curve to the left, said curve having a radius of 225.00 feet, a central angle of 03°26'36", a chord bearing of South 27°27'53" West and a chord distance of 13.52 feet; thence along the arc of said curve a distance of 13.52 feet; thence North 64°15'25" West a distance of 50.00 feet; thence North 58°54'53" West a distance of 86.82 feet; thence North 67°48'49" West a distance of 135.75 feet; thence North 76°17'48" West a distance of 104.87 feet; thence North 85°13'34" West a distance of 115.90 feet to a point on a non-tangent curve to the left, said curve having a radius of 225.00 feet, a central angle of 05°28'45", a chord bearing of South 02°11'06" East and a chord distance of 21.51 feet; thence along the arc of said curve a distance of 21.52 feet; thence South 85°04'31" West a distance of 50.00 feet; thence South 87°54'50" West a distance of 147.59 feet; thence North 07°04'29" West a distance of 50.58 feet; thence North 05°27'55" East a distance of 27.67 feet; thence North 24°27'28" East a distance of 69.30 feet to a point on a non-tangent curve to the right, said curve having a radius of 475.00 feet, a central angle of 04°36'37", a chord bearing of North 77°34'44" East and a chord distance of 38.21 feet; thence along the arc of said curve a distance of 38.22 feet; thence North 10°06'58" West a distance of 50.00 feet; thence North 12°32'31" West a distance of 185.34 feet; thence North 53°29'02" West a distance of 132.39 feet; thence North 37°01'22" West a distance of 44.94 feet; thence North 24°13'32" West a distance of 61.31 feet; thence North 05°51'50" West a distance of 100.36 feet; thence North 30°52'51" West a distance of 31.75 feet to a point on the north line of the Northeast Quarter (NE/4); thence North 89°15'52" East along the said north line a distance of 1316.70 feet; thence South 00°43'48" East a distance of 392.33 feet; thence North 89°44'08" East a distance of 369.21 feet to the point of beginning containing 1,435,926.5569 square feet or 32.9643 acres more or less.

The foregoing is otherwise known and described as all of the real property described in the Plat filed May 31, 2007, and recorded in Book 65 Plats, at Page 42 in the office of the County Clerk of Oklahoma County, Oklahoma.

EXHIBIT 2
to
SEVENTH AMENDMENT OF THE DECLARATION

Legal Description of The Grove, Phase II

A part of the North Half (N/2) of Section Twenty-Five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, City of Oklahoma City, County of Oklahoma, Oklahoma and being more particularly described as follows:

Commencing at the Northeast corner of said North Half (N/2); thence South 89°15'52" West along the north line of the Northeast Quarter a distance of 1689.11 feet to the **POINT OF BEGINNING**; thence from said point of beginning South 30°52'51" East a distance of 31.75 feet; thence South 05°51'50" East a distance of 100.36 feet; thence South 24°13'32" East a distance of 61.31 feet; thence South 37°01'22" East a distance of 44.94 feet; thence South 53°29'02" East a distance of 132.39 feet; thence South 12°32'31" East a distance of 185.34 feet; thence South 10°06'58" East a distance of 50.00 feet to a point on a non-tangent curve to the left, said curve having a radius of 475.00 feet, a central angle of 25°48'22", a chord bearing of South 66°58'51" West and a chord distance of 212.14 feet; thence along the arc of said curve a distance of 213.94 feet; thence South 54°04'40" West a distance of 216.17 feet; thence South 35°50'08" East a distance of 122.50 feet; thence South 54°04'40" West a distance of 279.89 feet; thence South 46°20'06" West a distance of 436.99 feet; thence South 62°13'32" West a distance of 268.67 feet; thence South 10°53'13" West a distance of 194.82 feet; thence North 45°22'28" West a distance of 79.70 feet; thence North 45°48'16" West a distance of 136.23 feet to a point on a non-tangent curve to the right, said curve having a radius of 110.00 feet, a central angle of 82°19'23", a chord bearing of South 72°13'14" West and a chord distance of 144.80 feet; thence along the arc of said curve a distance of 158.05 feet to a point on a reverse curve to the left, said curve having a radius of 118.00 feet, a central angle of 51°09'24", a chord bearing of South 87°48'14" West, and a chord distance of 101.89 feet; thence along the arc of said curve a distance of 105.36 feet; thence North 27°46'28" West a distance of 50.00 feet to a point on a non-tangent curve to the left, said curve having a radius of 118.00 feet, a central angle of 51°09'24", a chord bearing of North 36°38'49" East and a chord distance of 101.89 feet; thence along the arc of said curve a distance of 105.36 feet to a point on a reverse curve to the right, said curve having a radius of 110.00 feet, a central angle of 33°56'27", a chord bearing of North 28°02'21" East and a chord distance of 64.21 feet; thence along the arc of said curve a distance of 65.16 feet; thence North 17°42'37" East a distance of 41.53 feet; thence North 16°06'50" West a distance of 91.86 feet to a point on a curve to the right, said curve having a radius of 1030.00 feet, a central angle of 12°02'05", a chord bearing of North 10°05'48" West and a chord distance of 215.95 feet; thence along the arc of said curve a distance of 216.35 feet; thence North 47°20'27" West a distance of 35.99 feet; thence North 01°17'52" West a distance of 50.00 feet; thence North 44°44'43" East a distance of 35.99 feet to a point on a non-tangent curve to the right, said curve having a radius of 1030.00 feet, a central angle of 11°01'04", a chord bearing of North 06°59'34" East and a chord distance of 197.76 feet; thence along the arc of said curve a distance of 198.07 feet to a point on a reverse curve to the left, said curve having a radius of 295.00 feet, a central angle of 37°59'43", a chord bearing of North 06°29'46" West and a chord distance of 192.06 feet; thence along the arc of said curve a distance of 195.63 feet; thence North 25°29'37" West a distance of 216.15 feet to a point on a curve to the right, said curve having a radius of 355.00 feet, a central angle of 20°47'06", a chord bearing of North 15°06'04" West and a chord distance of 128.08 feet; thence along the arc of said curve a distance of 128.78 feet to a point on a reverse curve to the left, said curve having a radius of 100.00 feet, a central angle of 17°16'40", a chord bearing of North 13°20'51" West and a chord distance of 30.04 feet; thence along the arc of said curve a distance of 30.16 feet to a point on a compound curve to the right, said curve having a radius of 210.23 feet, a central angle of 21°01'04", a chord bearing of North

11°28'40" West and a chord distance of 76.69 feet; thence along the arc of said curve a distance of 77.12 feet; thence North 00°44'08" West a distance of 65.22 feet to a point on the north line of the Northwest Quarter (NW/4); thence North 89°16'35" East a distance of 447.80 feet to the Northwest corner of the Northeast Quarter (NE/4); thence North 89°15'52" East along the north line of the said Northeast Quarter (NE/4) a distance of 960.45 feet to the point of beginning containing 1,663,899.2779 square feet or 38.1979 acres more or less.

The foregoing is otherwise known and described as all of the real property described in the Plat filed May 7, 2008, and recorded in Book 66 Plats, at Page 73 in the office of the County Clerk of Oklahoma County, Oklahoma.

EXHIBIT 3
to the
SEVENTH AMENDMENT OF THE DECLARATION

**The Fourth Amended and Restated Architectural and Design Rules
Adopted By The Design Review Committee of The Grove Addition**

(These Rules may be amended from time to time and any amended rules shall have the same force and effect as if fully set forth herein.)

The following uses and restrictions are hereby adopted by the Design Review Committee as a guide for the review and approval of any Improvement upon any Lot or Common Areas. These rules are intended as a guide to the Design Review Committee in order to maintain the harmony, character and charm of The Grove Addition (“The Grove”) and to enhance the value of each Lot and the neighborhood as a whole. The rules may be amended at any time as provided in Section 8.09f of the Declaration of Covenants and Restrictions of The Grove Addition. The Grove Addition shall specifically include The Grove, Phase I Addition; The Grove, Phase II Addition; The Grove, Phase III Addition; The Grove, Phase IV Addition; The Grove, Phase V Addition; The Grove Phase VI Addition; The Grove South, Phase 1 Addition; The Grove South, Phase 2 Addition; The Grove South, Phase 3 Addition; The Grove South, Phase 4 Addition; and any other property subsequently annexed to the Declaration pursuant to Article X of the Declaration of Covenants and Restrictions for The Grove Addition, filed June 19, 2007, and recorded in Book 10517 at Page 908 in the office of the Oklahoma County Clerk and any and all amendments thereto. All terms capitalized and otherwise not specifically defined in these Rules shall have the meaning given to such terms in the Declaration, as amended.

I. Limitation of Liability for Approval of Plans. Review and approval of any application is made primarily on the basis of aesthetic considerations and the Declarant, Association, Board and/or Design Review Committee shall NOT bear any responsibility for ensuring the structural integrity or soundness of approved new construction or construction modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, Association, Board nor the Design Review Committee, or any member thereof, shall be held liable for any injury, damages or loss arising out of the manner, quality and/or suitability of approved new construction or construction modification occurring on any Lot.

II. Minimum Rules and Restrictions Applicable to All Lots. The following rules and regulations shall apply to all of the Lots in The Grove Addition:

a. **Submission of Plans for Approval.** No construction or erection of any nature whatsoever shall be commenced or maintained upon any Lot or the Common Elements (except as is installed or approved by the Declarant in connection with the initial construction of structures or buildings on the property); nor shall any exterior addition to, or change or alteration thereon, be made unless and until two (2) sets of the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to the Design Review Committee and approved in writing by the Design Review Committee as to the

harmony of external design and location in relation to surrounding structures and topography. A detailed description or samples of exterior building materials (i.e., brick, stone, roofing, paint, siding and trim) shall be presented to the Design Review Committee along with the plans and specifications. Applicants seeking approval of the Design Review Committee shall submit a duplicate application on the form attached hereto accompanied by all required documentation in duplicate.

b. Landscaping and Lawns. Landscaping is an essential element of design at The Grove. Except as otherwise approved in writing by the Design Review Committee, the Owner of each Lot shall be required to expend the minimum sum of ½ of 1% of the total cost of the Home and Lot for trees and shrubs or perennial plants to be placed on each Lot owned. Unless an extension is approved by the Design Review Committee, the expenditure must be made and the trees and shrubs planted either: (i) within four (4) months after the date a certificate of occupancy is issued for the Lot; or (ii) if the Lot Owner is a licensed builder, then prior to transfer of possession of the Lot from the Owner to a subsequent buyer, whichever is applicable. If both (i) and (ii) are applicable, then whichever is later. No amount paid for grass, dirt, sprinkler systems, etc. shall qualify for this minimum expenditure. No removal of landscaping (other than replacement of dead trees or shrubs with equivalent trees or shrubs) shall take place without the approval of the Design Review Committee. Builders may submit typical landscaping plans to the Design Review Committee for pre-approval for a series of homes in a particular subdivision. Once pre-approved in writing, it shall be necessary for a Builder to submit individual plans only in the event of substantial deviation from pre-approved landscaping plans. Front and side yards shall be sodded with grass within ninety (90) days of occupancy of a home. On each Lot there will be no less than two trees. On Lots adjacent to main thoroughfares within The Grove, the Design Review Committee may, in its discretion, require additional landscaping and features than would otherwise be required.

c. Exterior. Design Review Committee approval is not required for exterior lighting if the lighting is installed in accordance with the following guidelines: Exterior lights shall be conservative in design and as small in size as is reasonably practical. Exterior lighting shall be directed toward the house and be of low wattage (limited to 2,000 lumens) to minimize glaring sources to neighbors and other homeowners. Lighting for walkways generally must be directed toward the ground. Lighting fixtures shall be dark colored so as to be less obtrusive. Low voltage (12 volts) lighting is preferable to conventional house-voltage systems because of its safety advantages. Any deviation from the aforementioned guidelines or use of high-wattage spotlight, floodlights or ballasted fixtures (sodium, mercury, multi-vapor, fluorescent, metal halide, etc.) requires reviewer approval. The Design Review Committee may take into consideration the visibility and style of the fixture and its location on the home.

d. Architectural Styles. The Design Review Committee shall have the ultimate authority and discretion in approving the architectural styles of structures in The Grove and may in this regard make the final determination whether the style of home proposed is in harmony with the atmosphere of the development and in conformity with the intent of the Design Review Committee.

e. Roof Construction. In addition to the approval of the Plans and Specifications for construction of buildings and structures on any Lot, all roofs and roof materials shall be

specifically submitted, by separate letter, to the Design Review Committee for their review and written approval prior to construction of the structure or installation of roofing material. Acceptable roofing materials shall include, but not be limited to, 25 year roofing material of composite shingle (weathered wood or shadow grey color) or other roofing materials approved by the Design Review Committee.

f. Fences and Retaining Walls. No fence or retaining wall shall be constructed or installed until the location, design, style, material and quality of same shall have been approved by the Design Review Committee. The Design Review Committee may prevent fencing from being erected or maintained upon any Lot to the extent said fencing may interfere with or is inconsistent with the appearance of nearby Common Elements or other features of the Grove. Property perimeter fences shall not exceed six feet six inches in height, unless a variance is granted by the Design Review Committee. Fencing erected or maintained upon any Lot shall be dog-eared and made of pine or cedar, unless a variance is granted by the Design Review Committee or unless otherwise required by the Design Review Committee. Fences may be constructed in side or rear yards with the written approval of the Design Review Committee. Owners are prohibited from erecting and maintaining chain link fences in the Grove, except that Declarant shall have the right to erect and maintain chain link fencing upon the Common Areas in places deemed appropriate by Declarant. Except as otherwise provided in the preceding sentence, all fencing in the Grove that is within twenty (20) feet of any Common Area greenbelt or proposed greenbelt shall be wrought iron style fencing (i.e. aluminum fencing with a similar appearance to wrought iron), unless a variance is granted by the Design Review Committee.

Any fences, whether constructed by a Lot owner or a Builder, shall be well repaired and maintained. In the event a fence or wall is damaged, deteriorated or destroyed, the Lot owner shall repair or recondition the fence or wall at the Lot owner's expense, except for any retaining wall or fence located on a Lot and expressly designated in the Declaration to be an improvement to be maintained, repaired or replaced by the Grove Master Homeowners Association. For any such retaining wall or fence, the Association shall repair or recondition the fence or wall at the Association's expense.

g. Construction Period. Upon commencement of excavation for construction on any Lot or Lots in this plat, the work must be continuous, weather permitting, until the Residence and other Improvements are completed. Completion of Construction shall occur no later than ten (10) months from the date of Commencement of Construction, unless extensions of time are granted by the Design Review Committee. If no such extension of time is given by the Design Review Committee, or if the Design Review Committee determines in its discretion that Completion of Construction cannot reasonably be expected to occur within the time remaining therefor, the Declarant or its designee may, but shall not be obligated to, complete such construction at the expense of the Owner..

h. Roof Pitch. Roof pitch minimum shall be 6/12 pitch.

i. Structure. The foundation of structures shall either be (a) a footing and stem wall foundation; (b) a post-tension foundation; or (c) a pier and grade with a front brick pocket.

j. Certain Satellite Dishes Permitted. Standard satellite dishes satisfying all of the following requirements may be installed upon a Lot without first obtaining Design Review Committee approval: (i) the satellite dish shall be equal to or less than 18 inches in diameter; (ii) the satellite dish shall be attached to the roof of the residence; and (iii) the satellite dish shall not be visible to a person six feet tall, standing on any part of the front property line of the Lot upon which the satellite dish is situated. Satellite dishes failing to meet all of aforementioned requirements shall not be erected, used or maintained outdoors on any Lot without the prior written consent of the Design Review Committee.

k. Pool Cabanas and Detached Buildings. No metal buildings, tents, trailers or temporary structures shall be permitted to be erected or maintained within the Project. Provided, however, pool cabanas, studios, guest cottages, gazebos, greenhouses and other outbuildings may be constructed and maintained after the plans, specifications, design, size and location of same have been approved in writing by the Design Review Committee. Such structures must correspond in style and architecture to the principal residence and must exist in harmony in relation to neighboring living dwellings and property. No commercial business will be allowed in any Detached Building. Detached Buildings shall be no larger than eight feet in depth by eight feet in width and six feet in height, unless a variance is issued by the Design Review Committee.

l. Treehouses and Playground Equipment. Treehouses or platforms in trees are prohibited. No play towers or other similar structures or equipment shall be located in front of the front building limit line or within fifteen (15) feet of any Lot boundary.

m. Garages. Garages shall be attached to the Residence, unless a variance is issued. Garages shall be compatible with and complementary to the main residence in architectural style, material, color and location. Review shall be made on a case-by-case basis. Each Residence shall have a minimum garage capacity of two cars and a maximum garage capacity of three cars.

n. Basketball Goals and Sports Equipment. Basketball hoops/goals attached to the home or garage are prohibited. Permanent basketball goals not attached to the home or garage are permitted and must be maintained. Temporary or unaffixed basketball hoops/goals that are Visible From Neighboring Property shall not be maintained overnight on any Lot. No Design Review Committee approval is required for the installation of play and sports equipment in fenced-in rear and side yards that is no taller than seven (7) feet. Owners shall exercise consideration towards neighbors; any such equipment shall be set back a reasonable distance from adjacent property lines so as to avoid disturbance of neighbors.

o. Signs. In addition to those requirements and rights set forth in the Declaration, placement of any sign on a Lot shall be governed by the following rules, as follows:

1. Builder or Trade Signs. One builder sign and permit board shall be allowed with Design Review Committee approval; however, no subcontractor or trade signs shall be permitted. Without prior Design Review Committee's approval, a single Realtor or For Sale by Owner sign may be placed on a property while the property is "for sale" and a single Open House sign may be placed on a property during an Open House but must be removed promptly after the event. At no time will a Realtor or Builder sign be

placed at any location in The Grove except on the Owner's Lot. Builder and Realtor signs are subject to review as to location, color, size and detailing. A builder sign shall be erected on the Lot prior to the commencement of any work, including clearing or grading. Builder and Realtor signs shall be securely erected and no signs or permits shall be placed in trees. The builder, Realtor and For Sale by Owner signs shall be removed within 5 days of the closing of a Lot unless a longer period is granted in advance by the Design Review Committee.

2. Security Signs. One security sign may be permitted without the Design Review Committee's prior approval in the front yard located either adjacent to the driveway or in close proximity to the front entrance of the main dwelling. The Design Review Committee may impose size, shape and color restrictions on security signs.

3. For Rent or For Lease Signs Prohibited. For Rent and/or For Lease signs, or any signs of similar nature or import, shall not be placed on any Lot or property in The Grove Addition for any reason, at any time. The placement of those type of signs anywhere in The Grove Addition is absolutely prohibited, without the express prior written approval of the Design Review Committee.

Installation or relocation of all signs other than set forth above or other than provided for in the Declaration requires Design Committee approval. Additionally, the Design Review Committee shall have the right to demand and require any Owner to remove any sign from any Lot, regardless of whether said sign complies with the technical requirements of the Declaration or these Rules. Should the Owner fail to immediately comply with a demand for removal of a sign, the Design Committee shall have any and all rights of enforcement granted in the Declaration including without limitation the right of self-help to remove any sign after reasonable demand is made.

p. Erosion Control. During construction of any improvements on any Lot, erosion control must be maintained by the Owner/Builder to control runoff onto the street, common areas or adjoining property.

q. Mailboxes. Each mailbox shall be 100% brick or stone and shall conform to the Design Review Committee's specifications, which are available upon request. Additional structures or features are prohibited without approval of the Design Review Committee. Newspaper tubes are prohibited.

r. Chimneys. Chimneys will be of brick, stone or other material approved by the Design Review Committee.

s. Yard Ornaments. No sculpture or lawn ornaments of any kind will be permitted in yards visible from the street without the written consent of the Design Review Committee.

t. Carports and Clotheslines. No clotheslines shall be installed, placed, erected or maintained on any Lot. No carports shall be installed, placed, erected or maintained on any Lot, without the Design Review Committee's prior approval. Any carports submitted for Design Review Committee approval are encouraged to be entirely located behind the frontline of the Residence.

u. Dog Related Structure: No animal structure shall provide shelter for more than three (3) dogs over six (6) months of age. One dog-related structure is permitted without Design Review Committee approval so long as the structure is not Visible From Neighboring Property (as that term is defined in Section 1.22 of the Declaration). If a dog-related structure is Visible From Neighboring Property, then Design Review Committee approval is required and screening, fencing or landscaping may be required by the Committee prior to any approval.

v. Birdbaths, Birdhouses and Birdfeeders: Design Review Committee approval is not required for one rear yard installation of any birdhouse or birdfeeder no more than 12 by 24 inches in size. Design Review Committee approval is not required for one rear yard installation of a birdbath that is no more than 30 inches in height, including any pedestal. The installation of birdbaths, birdhouses and birdfeeders in front or side yards and/or the installation of multiple birdbaths, birdhouses or birdfeeders requires approval by the Design Review Committee.

w. Flagpoles: Design Review Committee approval is not required for the installation of a single flagpole so long as it does not exceed 20 feet above finished grade. If located in the front yard, a flagpole must be at least 15 feet from the front property line.

x. Pools. Design Review Committee approval is required for the construction or installation of pools. Pools shall be an integral part of the deck or patio area and/or the rear yard landscaping. Pools shall be located in the rear or side yard and shall be installed in such a way that it is not Visible From Neighboring Property. Pools shall be fenced for safety purposes and Owners may be required to install safety features (gate locks or pool covers) when they are not in use. Any building associated with a pool is considered to be a Detached Building.

y. Hot Tubs and Saunas. Design Review Committee approval is required for the installation of any outdoor hot tub, Jacuzzi, sauna or spa. Any hot tub, Jacuzzi, sauna or spa shall be an integral part of the deck or patio area and/or the rear yard landscaping. A hot tub, Jacuzzi, sauna or spa shall be located in the rear or side yard, shall be installed in such a way that it is not Visible From Neighboring Property and shall not create an unreasonable level of noise for adjacent property owners. Owners may be required to install safety features such as locks or covers for these items when such are not in use.

z. Minimum Residence Square Footage. Any Residence constructed upon said Lots in The Grove shall have a minimum square footage of 1400 square feet, unless a variance is granted by the Design Review Committee.

aa. Setback. Each Residence shall be set back a minimum of 5 feet from each side yard property line and 15 feet from any rear property line, unless a variance is granted by the Design Review Committee.

bb. Guttering. Each Residence is required to be guttered in the front of the Residence.

cc. Statues. Design Review Committee approval is not required for the rear yard installation of any statue, which, including a pedestal, stands not more than 4 feet tall. Other accessory features, such as fountains, ponds, reflecting pools or yard ornaments require Design Review Committee approval.

dd. Exterior Walls Shall be 80% Brick, Stone, Stucco, or Equivalent. The principal material, other than glass, of the exterior of each wall in all buildings on Lots in The Grove shall be not less than eighty percent (80%) brick, stone, stucco, or reasonable equivalent unless a variance is granted by the Design Review Committee in advance of construction.

III. Additional Rules and Restrictions Applicable to The Orchard Lots.

For those Lots now or hereinafter designated as The Orchard Lots, the following additional rules and restrictions shall apply, notwithstanding any provisions herein to the contrary:

- a. Roof Pitch. Roof pitch minimum shall be 8/12 pitch.
- b. Structure. The foundation of structures shall either be (a) a footing and stem wall foundation; or (b) a post-tension foundation.
- c. Minimum Residence Square Footage. Any Residence constructed upon The Orchard Lots shall have a minimum square footage of 1800 square feet, unless a variance is granted by the Design Review Committee.

To the extent there is a conflict in the Minimum Rules and Restrictions Applicable to All Lots and the additional rules and restrictions applicable to a particular subcategory of lots, the more restrictive rules and restrictions shall apply.

IV. Additional Rules and Restrictions Applicable to The Old Stone Lots.

For those Lots now or hereinafter designated as “The Old Stone Lots”, the following additional rules and restrictions shall apply, notwithstanding any provisions herein to the contrary:

- a. Roof Pitch. Roof pitch minimum shall be 10/12 pitch.
- b. Structure. The foundation of structures shall either be (a) a footing and stem wall foundation; or (b) a post-tension foundation.
- c. Minimum Residence Square Footage. Any Residence constructed upon The Old Stone Lots in The Grove shall have a minimum square footage of 2300 square feet unless a variance is granted by the Design Review Committee.

To the extent there is a conflict in the Minimum Rules and Restrictions Applicable to All Lots and the additional rules and restrictions applicable to a particular subcategory of lots, the more restrictive rules and restrictions shall apply.

PLEASE CONTACT THE DECLARANT FOR A CURRENT AND UPDATED COPY OF THE DESIGN REVIEW COMMITTEE’S ARCHITECTURAL AND DESIGN RULES

**EXHIBIT 1 TO ARCHITECTURAL AND DESIGN RULES
OWNER APPLICATION FOR DESIGN COMMITTEE REVIEW**

Date: _____
Owner's Name: _____
Address: _____
Telephone: _____
Type of Improvement: _____
Lot Number: _____

If an agent is submitting on behalf of the owner, also complete the following:

Agent's Name: _____
Business Name: _____
Telephone: _____

In accordance with the Declaration of Covenants, Conditions and Restrictions for The Grove, as amended, and the Architectural and Design Rules, as amended, application is hereby made for review and approval of the following described improvements: (Provide brief description.)

In support of this application the following required items are to be submitted in duplicate:

1. Plans and Specifications: The plans will show the following (where applicable): site plan, floor plan, elevations, roof plan, landscaping plan and such other items as may be needed to reflect the character and dimensions of the improvements.
2. Roof Letter (See Rule (e) of the Architectural and Design Rules)
3. Landscape Plan, if not reflected on Plans and Specifications (See attached page)
4. Any written statements or other submissions that may be required.

It is hereby understood and agreed that approval of this application by a reviewer does not constitute approval as to compliance with applicable Oklahoma law or City of Oklahoma City ordinances.

Signature of Owner(s) _____ Date _____

Signature of Agent _____ Date _____

Submit applications to: The Grove Addition
Design Review Committee
c/o Caliber Development Company LLC
14301 Caliber Drive, Suite 300
Oklahoma City, OK 73134

If the application is incomplete, the reviewer will notify the applicant as to the needed documents and the application will not be further considered until receipt of all materials. Any time period required for reviewer approval or rejection shall not begin to run until all materials requested by the Committee are submitted in duplicate.

Date Received: _____ Reviewer: _____ Action taken: _____

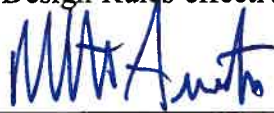
Date Received: _____ Reviewer: _____ Action taken: _____

Date Received: _____ Reviewer: _____ Action taken: _____

**EXHIBIT 2 TO ARCHITECTURAL AND DESIGN RULES
LANDSCAPE PLAN SUBMITTAL CHECKLIST**

1. Format to be 24 inch x 36 inch sheet size.
2. Site plan with property boundary, footprints of permanent structures and locations and identifications of every hardwood tree with a diameter of eight inches or more at a height of 3 feet above grade.
3. Contour lines as needed to illustrate grade conditions.
4. Project location and owner's name.
5. North arrow, drawing scale, sheet number and date.
6. Boundaries of protected areas and method of protection.
7. Planting plan showing locations of proposed and existing plants. Plants should be drawn at a mature size.
8. Plant list with names of plants, sizes and quantities.
9. Hard surface plan and layout dimensions noting materials to be used.
10. Irrigation plan.
11. Construction details for all structural elements, i.e., retaining walls over 2 feet to 6 feet pools, decks, etc.
12. Submit 2 copies of the package.

IN WITNESS WHEREOF, the undersigned, being all of the members of the Design Review Committee of The Grove Addition hereby certify that, pursuant to Article VIII of the Declaration, the Design Review Committee hereby consents and adopts the above and foregoing Fourth Amended and Restated Architectural and Design Rules effective as of the 17 day of December, 2013.



Matthew Austin, Member



Jarod D. Tarver, Member



Phillip Braunstein, Member

EXHIBIT A-1
to the
SEVENTH AMENDMENT OF THE DECLARATION

Legal Description of The Grove, Phase III

A tract of land in the Northeast Quarter (NE/4) of Section Twenty-two (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Northeast Corner of said Northeast Quarter; THENCE South 00° 15' 55" East along the east line of said Northeast Quarter a distance of 1408.78 feet; Thence South 89° 44' 05" West a distance of 449.12 feet to the POINT OF BEGINNING;

Thence South 00° 15' 55" East a distance of 10.00 feet; Thence South 89° 44' 05" West a distance of 50.00 feet; Thence South 00° 15' 55" East a distance of 434.86 feet; Thence South 89° 44' 05" West a distance of 125.72 feet; Thence North 76° 08' 40" West a distance of 110.00 feet; Thence North 60° 28' 41" West a distance of 121.59 feet; Thence North 37° 54' 45" West a distance of 63.60 feet; Thence South 52° 05' 15" West a distance of 151.72 feet; Thence North 36° 24' 55" West a distance of 179.99 feet; Thence North 35° 50' 08" West a distance of 313.32 feet; Thence North 35° 50' 08" West a distance of 29.68 feet; Thence North 00° 52' 25" East a distance of 31.73 feet; Thence North 27° 18' 38" East a distance of 78.48 feet; Thence North 29° 10' 35" West a distance of 27.38 feet; Thence North 10° 58' 07" West a distance of 92.16 feet; Thence North 29° 58' 33" West a distance of 75.00 feet; Thence North 25° 49' 21" West a distance of 42.72 feet; Thence North 32° 07' 58" West a distance of 53.87 feet; Thence North 52° 31' 39" West a distance of 67.82 feet; Thence North 35° 50' 08" West a distance of 120.01 feet; Thence North 15° 04' 47" West a distance of 60.93 feet; Thence North 01° 58' 23" East a distance of 50.66 feet; Thence North 03° 19' 13" West a distance of 79.09 feet; Thence North 87° 54' 50" East a distance of 147.59 feet; Thence North 85° 04' 31" East a distance of 50.00 feet; Thence along a curve turning to the right having a radius of 225.00 feet, and a chord bearing of North 02° 11' 06" West a distance of 21.51 feet, for an arc length of 21.52 feet; Thence South 85° 13' 34" East a distance of 115.90 feet; Thence South 76° 17' 48" East a distance of 104.87 feet; Thence South 67° 48' 49" East a distance of 135.75 feet; Thence South 58° 54' 53" East a distance of 86.82 feet; Thence South 64° 15' 25" East a distance of 50.00 feet; Thence along a curve to the right having a radius of 225.00 feet, and a chord bearing of North 27° 27' 53" East a distance of 13.52 feet, for an arc length 13.52; Thence South 59° 32' 25" East a distance of 97.44 feet; Thence South 02° 45' 25" West a distance of 70.33 feet; Thence South 32° 46' 37" East a distance of 109.86 feet; Thence South 23° 03' 37" East a distance of 178.64 feet; thence South 06° 06' 52" East a distance of 228.93 feet to the Southwest corner of Lot 12, Block 4, The Grove Phase 1; Thence North 89° 44' 05" East a distance of 174.97 feet to the POINT OF BEGINNING.

Said described tract contains 724,373 square feet or 16.6293 acres, more or less.

The foregoing property is otherwise known and described as all of the real property included in the Final Plat of The Grove, Phase III, filed on June 7, 2011, and recorded in Book 69 Plats, at Page 12, *et. seq.*, in the Office of the County Clerk of Oklahoma County, State of Oklahoma.

EXHIBIT A-2
to the
SEVENTH AMENDMENT OF THE DECLARATION

Legal Description of The Grove South, Phase 1

A tract of land in the Southeast Quarter (SE/4) of Section Twenty-two (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast Corner of said Southeast Quarter; THENCE North 00° 15' 48" West along the east line of said Southeast Quarter a distance of 884.48 feet to the POINT OF BEGINNING; THENCE South 89° 44' 12" West a distance of 50.00 feet; THENCE North 45° 15' 48" West a distance of 35.36 feet; THENCE South 89° 44' 12" West a distance of 108.06 feet to a point on a curve; THENCE Southwesterly along a curve to the left having a radius of 288.00 feet and a chord bearing of South 78° 57' 38" West a distance of 107.70 feet, for an arc length of 108.33 feet to a point on a curve; THENCE along a curve to the right having a radius of 515.00 feet and a chord bearing of South 81° 11' 59" West a distance of 231.97 feet, for an arc length of 233.98 feet; THENCE North 85° 47' 05" West a distance of 223.39 feet; THENCE along a curve to the right having a radius of 425.00 feet and a chord bearing of North 67° 47' 47" West a distance of 262.50 feet, for an arc length of 266.86 feet; THENCE North 49° 48' 29" West a distance of 87.34 feet; THENCE South 85° 11' 31" West a distance of 35.36 feet; THENCE South 40° 11' 31" West a distance of 94.82 feet; THENCE along a curve to the right having a radius of 1025.00 feet and a chord bearing of South 53° 45' 00" West a distance of 480.58 feet, for an arc length of 485.10 feet; THENCE North 22° 41' 31" West a distance of 50.00 feet; THENCE North 07° 39' 47" West a distance of 335.52 feet; THENCE North 37° 19' 12" West a distance of 299.48 feet; THENCE North 52° 40' 48" East a distance of 120.00 feet; THENCE North 52° 40' 48" East a distance of 50.00 feet; THENCE South 37° 19' 12" East a distance of 9.23 feet; THENCE North 52° 40' 48" East a distance of 92.63 feet; THENCE North 41° 00' 20" East a distance of 214.53 feet; THENCE North 44° 12' 40" East a distance of 446.09 feet; THENCE North 45° 47' 20" West a distance of 15.34 feet; THENCE North 44° 12' 40" East a distance of 50.00 feet; THENCE North 44° 12' 40" East a distance of 180.00 feet; THENCE South 45° 47' 20" East a distance of 382.75 feet; THENCE South 83° 46' 55" East a distance of 50.00 feet; THENCE along a curve to the right having a radius of 1020.00 feet and a chord bearing of South 23° 12' 18" West a distance of 595.99 feet, for an arc length of 604.82 feet; THENCE South 40° 11' 31" West a distance of 226.23 feet; THENCE South 04° 48' 29" East a distance of 35.36 feet; THENCE South 49° 48' 29" East a distance of 87.34 feet; THENCE along a curve to the left having a radius of 375.00 feet and a chord bearing of South 67° 47' 47" East a distance of 231.62 feet, for an arc length of 235.47 feet; THENCE South 85° 47' 05" East a distance of 223.39 feet; THENCE along a curve to the left having a radius of 465.00 feet and a chord bearing of North 74° 19' 38" East a distance of 316.37 feet; for an arc length of 322.81 feet; THENCE along a curve to the right having a radius of 172.00 feet and a chord bearing of North 72° 05' 16" East a distance of 104.29 feet, for an arc length of 105.96 feet; THENCE North 89° 44' 12" East a distance of 34.97 feet; THENCE North 44° 44' 12" East a distance of 35.36 feet; THENCE North 89° 44' 12" East a distance of 50.00 feet; THENCE South 00° 15' 48" East a distance of 160.96 feet to the POINT OF BEGINNING, said described tract containing 19.2265 acres, more or less.

The foregoing property is otherwise known and described as all of the real property included in the Final Plat of The Grove South, Phase 1, filed on May 9, 2011, and recorded in Book 69 Plats, at Page 8, *et seq.*, in the Office of the County Clerk of Oklahoma County, State of Oklahoma.

EXHIBIT A-3
to the
SEVENTH AMENDMENT OF THE DECLARATION

Legal Description of The Grove South, Phase 2

A tract of land in the Southeast Quarter (SE/4) and the Southwest Quarter (SW/4) of Section Twenty-five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast Corner of said Southeast Quarter; THENCE South 89° 46' 02" West along the south line of said Southeast Quarter a distance of 1495.00 feet to the POINT OF BEGINNING; Thence South 89° 46' 02" West for a distance of 150.00 feet; Thence North 00° 13' 58" West for a distance of 50.00 feet; Thence North 44° 46' 02" East for a distance of 35.36 feet; Thence North 00° 13' 58" West for a distance of 74.26 feet to the beginning of a curve; Thence northeasterly along a curve to the left having a radius of 1010.00 feet, and a chord bearing of North 07° 45' 43" West for a distance of 264.68 feet, for an arc length of 265.44 feet; Thence North 15° 17' 27" West for a distance of 187.45 feet; Thence North 58° 32' 37" West for a distance of 36.42 feet to point on a curve; Thence westerly along a curve to the right having a radius of 1025.00 feet, and a chord bearing of South 85° 02' 27" West for a distance of 219.20 feet, for an arc length of 219.62 feet; Thence North 88° 49' 15" West for a distance of 176.52 feet to a point on a curve; Thence westerly along a curve to the right having a radius of 575.00 feet, and a chord bearing of North 80° 21' 54" West for a distance of 169.10 feet, for an arc length of 169.72 feet; Thence North 18° 05' 27" East for a distance of 50.00 feet; Thence North 37° 18' 18" West for a distance of 727.57 feet; Thence North 52° 40' 48" East for a distance of 123.18 feet to a point on a curve; Thence northwesterly along a curve to the right having a radius of 125.00 feet, and a chord bearing of North 49° 23' 19" West for a distance of 3.22 feet, for an arc length of 3.22 feet; Thence North 41° 20' 59" East for a distance of 50.00 feet; Thence North 52° 40' 48" East for a distance of 308.54 feet; Thence South 37° 19' 12" East for a distance of 325.94 feet; Thence North 52° 40' 48" East for a distance of 170.00 feet; Thence South 37° 19' 12" East for a distance of 4.96 feet; Thence North 52° 40' 48" East for a distance of 120.00 feet; Thence South 37° 19' 12" East for a distance of 521.15 feet; Thence South 07° 39' 47" East for a distance of 335.52 feet; Thence South 22° 41' 31" East for a distance of 50.00 feet to a point on a curve; Thence southwesterly along a curve to the right having a radius of 1025.00 feet, and a chord bearing of South 68° 54' 43" West for a distance of 57.37 feet, for an arc length of 57.38 feet; Thence South 27° 57' 42" West for a distance of 36.42 feet; Thence South 15° 17' 27" East for a distance of 187.45 feet to a point on a curve; Thence southeasterly along a curve to the right having a radius of 1110.00 feet, and a chord bearing of South 07° 45' 43" East for a distance of 290.89 feet, for an arc length of 291.72 feet; Thence South 00° 13' 58" East for a distance of 74.26 feet; Thence South 45° 13' 58" East for a distance of 35.36 feet; Thence South 00° 13' 58" East a distance of 50.00 feet to the POINT OF BEGINNING, said described tract containing 17.6729 acres, more or less.

The foregoing property is otherwise known and described as all of the real property included in the Final Plat of The Grove South, Phase 2, filed on August 4, 2011, and recorded in Book 69 Plats, at Page 33, *et seq.*, in the Office of the County Clerk of Oklahoma County, State of Oklahoma.

EXHIBIT B-1
to the
SEVENTH AMENDMENT OF THE DECLARATION

Legal Description of The Grove, Phase IV

A part of the Northeast Quarter (NE/4) of Section Twenty-Five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, City of Oklahoma City, County of Oklahoma, Oklahoma and being more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter (NE/4); thence South 89°15'52" West along the north line of said Northeast Quarter a distance of 1,834.67 feet; Thence South 00°44'08" East a distance of 735.76 feet to the **POINT OF BEGINNING**, said point being the Northeast Corner of Lot 8, Block 6 of The Grove, Phase 2, an addition to the City of Oklahoma City; Thence North 54° 04' 40" East a distance of 216.17 feet; Thence along a curve to the right, having a radius of 475.00 feet and a chord bearing of North 64° 40' 33" East a distance of 174.72 feet, a distance of 175.72 feet; Thence South 24° 27' 28" West a distance of 69.30 feet; Thence South 05° 27' 55" West a distance of 27.67 feet; Thence South 07° 04' 29" East a distance of 50.58 feet; Thence South 03° 19' 13" East a distance of 79.09 feet; Thence South 01° 58' 23" West a distance of 50.66 feet; Thence South 15° 04' 47" East a distance of 60.93 feet; Thence South 35° 50' 08" East a distance of 120.01 feet; Thence South 52° 31' 39" East a distance of 67.82 feet; Thence South 32° 07' 58" East a distance of 53.87 feet; Thence South 25° 49' 21" East a distance of 42.72 feet; Thence South 29° 58' 33" East a distance of 75.00 feet; Thence South 10° 58' 07" East a distance of 92.16 feet; Thence South 29° 10' 35" East a distance of 27.38 feet; Thence South 27° 18' 38" West a distance of 78.48 feet; Thence South 00° 52' 25" West a distance of 31.73 feet; Thence South 35° 50' 08" East a distance of 29.68 feet; Thence South 35° 50' 08" East a distance of 313.32 feet; Thence South 36° 24' 55" East a distance of 170.67 feet; Thence South 52° 16' 43" West a distance of 210.89 feet; Thence South 68° 09' 33" West a distance of 847.32 feet; Thence North 45° 22' 28" West a distance of 875.42 feet; Thence North 10° 53' 13" East a distance of 188.81 feet; Thence North 62° 13' 32" East a distance of 268.67 feet; Thence North 46° 20' 06" East a distance of 436.99 feet; Thence North 54° 04' 40" East a distance of 279.89 feet; Thence North 35° 50' 08" West a distance of 122.50 feet to the **POINT OF BEGINNING**. Said Described tract contains 1,354,859.17 square feet or 31.1033 acres, more or less.

The foregoing property is otherwise known and described as all of the real property included in the Final Plat of The Grove, Phase IV, filed on May 21, 2013, and recorded in Book 70 Plats, at Page 84, *et. seq.*, in the Office of the County Clerk of Oklahoma County, State of Oklahoma.

EXHIBIT B-2
to the
SEVENTH AMENDMENT OF THE DECLARATION

Legal Description of The Grove, Phase V

A part of the Northwest Quarter (NW/4) of Section Twenty-Five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, City of Oklahoma City, County of Oklahoma, Oklahoma and being more particularly described as follows:

Commencing at the Northwest corner of said Northwest (NW/4); Thence North 89°16'35" East along the north line of said Northwest Quarter a distance of 1217.32 feet; Thence South 00°43'25" East a distance of 491.47 feet to the **POINT OF BEGINNING**,

Thence, S 00° 43' 25" E a distance of 25.23 feet; Thence North 63° 54' 56" East a distance of 246.72 feet; Thence South 45° 48' 16" East a distance of 225.15 feet; Thence North 89° 16' 35" East a distance of 778.77 feet; Thence along a curve to the right having a radius of 295.00 feet and a chord bearing of South 01° 37' 08" West a distance of 111.39 feet, for an arc length of 112.06 feet; Thence along a curve to the left having a radius of 1030.00 feet and a chord bearing of South 06° 59' 34" West a distance of 197.76 feet, for an arc length of 198.07 feet; Thence South 44° 44' 43" West a distance of 35.99 feet; Thence South 01° 17' 52" East a distance of 50.00 feet; Thence along a curve to the left having a radius of 775.00 feet and a chord bearing of South 84° 18' 15" West a distance of 118.87 feet, for an arc length of 118.98 feet; Thence South 31° 50' 45" West a distance of 32.41 feet; Thence South 20° 39' 40" East a distance of 0.39 feet; Thence South 69° 17' 40" West a distance of 62.48 feet; Thence North 45° 48' 16" West a distance of 77.44 feet; Thence South 44° 11' 44" West a distance of 60.00 feet; Thence South 68° 32' 40" West a distance of 648.50 feet; Thence South 75° 40' 07" West a distance of 120.75 feet; Thence North 27° 44' 05" West a distance of 175.08 feet; Thence South 70° 25' 12" West a distance of 68.29 feet; Thence North 88° 15' 49" West a distance of 332.83 feet; Thence North 46° 26' 09" West a distance of 155.80 feet; Thence North 35° 11' 39" East a distance of 205.62 feet; Thence North 51° 52' 53" East a distance of 129.67 feet; Thence North 45° 40' 04" East a distance of 40.63 feet; Thence North 32° 40' 28" East a distance of 282.53 feet; Thence North 89° 16' 35" East a distance of 90.27 feet to the **POINT OF BEGINNING**. Said described tract contains 827,534.13 square feet or 18.9976 acres, more or less.

The foregoing property is otherwise known and described as all of the real property included in the Final Plat of The Grove, Phase V, filed on December 12, 2012, and recorded in Book 70 Plats, at Page 38, *et seq.*, in the Office of the County Clerk of Oklahoma County, State of Oklahoma.

EXHIBIT C-1
to the
SEVENTH AMENDMENT OF THE DECLARATION

Legal Description of The Grove, Phase VI

A tract of land being a part of the Northeast Quarter (NE/4) and Southeast Quarter (SE/4) of Section Twenty-five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, and being a portion of Common Area "G" as shown on the plat THE GROVE, PHASE III recorded in Book 69 plats, Page 12, being more particularly described as follows:

Commencing at the Northeast (NE) Corner of said Northeast Quarter (NE/4);
THENCE South 00°15'55" East, along and with the East line of said Northeast Quarter (NE/4), a distance of 1,397.50 feet to the Southeast (SE) Corner of THE GROVE PHASE I recorded in Book 65 of plats, Page 42, said point being the **POINT OF BEGINNING**;

THENCE continuing South 00°15'55" East along and with the East line of said Northeast Quarter (NE/4), a distance of 1,261.55 feet to the Southeast (SE) Corner of said Northeast Quarter (NE/4);

THENCE South 00°15'48" East, along and with the East line of said Southeast Quarter (SE/4), a distance of 620.79 feet;

THENCE North 36°22'35" West, departing said East line, a distance of 600.55 feet;

THENCE South 85°51'02" West, a distance of 312.03 feet;

THENCE South 87°39'58" West, a distance of 50.00 feet;

THENCE on a non-tangent curve to the right, having a radius of 1,125.00 feet, a chord bearing of North 01°23'49" West, a chord length of 36.80 feet and an arc length of 36.80 feet;

THENCE North 82°59'36" West, a distance of 122.00 feet;

THENCE North 64°00'44" West, a distance of 175.60 feet;

THENCE North 42°45'56" West, a distance of 199.61 feet;

THENCE North 18°25'24" West, a distance of 214.60 feet;

THENCE North 05°50'44" West, a distance of 176.85 feet;

THENCE North 00°58'38" East, a distance of 215.49 feet to a point on the South line of THE GROVE PHASE IV recorded in Book 70 plats, Page 84;

THENCE along and with the South line of THE GROVE PHASE IV the following two (2) calls:

1. North 68°09'33" East, a distance of 42.81 feet;
2. North 52°16'43" East, a distance of 210.89 feet to a point on the South line of THE GROVE, PHASE III recorded in Book 69 plats, Page 12;

THENCE along and with the South line of THE GROVE, PHASE III the following six (6) calls:

1. South 36°24'55" East, a distance of 9.32 feet;
2. North 52°05'15" East, a distance of 151.72 feet;
3. South 37°54'45" East, a distance of 63.60 feet;
4. South 60°28'41" East, a distance of 121.59 feet;
5. South 76°08'40" East, a distance of 110.00 feet;
6. North 89°44'05" East, a distance of 125.72 feet;

THENCE North 00°15'55" West, along and with the East line extended of THE GROVE, PHASE III, a distance of 444.86 feet to a point on the South line of THE GROVE PHASE I recorded in Book 65 plats, Page 42, said point being the Southeast (SE) corner of Lot Twelve (12) Block Four (4) of said THE GROVE PHASE I;

THENCE along and with the South line of THE GROVE PHASE I the following six (6) calls:

1. North 89°44'05" East, a distance of 50.00 feet;
2. North 00°15'55" West, a distance of 3.74 feet;
3. North 44°44'05" East, a distance of 48.79 feet;
4. North 89°44'05" East, a distance of 166.45 feet;
5. on a curve to the right, having a radius of 139.50 feet, a chord bearing of South 79°41'17" East, a chord length of 51.21 feet and an arc length of 51.50 feet;
6. on a reverse curve to the left, having a radius of 260.50 feet, a chord bearing of South 79°41'17" East, a chord length of 95.63 feet and an arc length of 96.18 feet;
7. North 89°44'05" East, a distance of 103.82 feet to the **POINT OF BEGINNING.**

Containing 1,411,714 square feet or 32.4085 acres, more or less.

Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plane North Zone NAD83)

EXHIBIT C-2
to the
SEVENTH AMENDMENT OF THE DECLARATION

Legal Description of The Grove South, Phase 3

A tract of land in the Southeast Quarter (SE/4) of Section Twenty-five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast Corner of said Southeast Quarter; Thence North 00° 15' 48" West along the east line of said Southeast Quarter a distance of 1045.44 feet; Thence South 89° 44' 12" West a distance of 50.00 feet to the **POINT OF BEGINNING**, said point being on the west right-of-way line of N. May Avenue;

Thence South 44° 44' 12" West a distance of 35.36 feet; Thence South 89° 44' 12" West a distance of 34.97 feet; Thence along a curve to the left, (having a radius of 172.00 feet, and a chord bearing of South 72° 05' 16" West a distance of 104.29 feet) an arc distance of 105.96 feet; Thence along a curve to the right, (having a radius of 465.00 feet, and a chord bearing of South 74° 19' 38" West a distance of 316.37 feet) an arc distance of 322.81 feet; Thence North 85° 47' 05" West a distance of 223.39 feet; Thence along a curve to the right, (having a radius of 375.00 feet, and a chord bearing of North 67° 47' 47" West a distance of 231.62 feet) an arc distance of 235.47 feet; Thence North 49° 48' 29" West a distance of 87.34 feet; Thence North 04° 48' 29" West a distance of 35.36 feet; Thence North 40° 11' 31" East a distance of 226.23 feet; Thence along a curve to the left, (having a radius of 1020.00 feet, and a chord bearing of North 23° 12' 18" East a distance of 595.99 feet) an arc distance of 604.82 feet; Thence North 83° 46' 55" West a distance of 50.00 feet; Thence North 45° 47' 20" West a distance of 382.75 feet; Thence North 45° 47' 20" West a distance of 107.66 feet; Thence North 44° 12' 40" East a distance of 74.53 feet; Thence North 14° 20' 45" East a distance of 94.50 feet; Thence North 17° 13' 51" West a distance of 114.59 feet; Thence North 18° 57' 44" East a distance of 167.99 feet; Thence South 64° 34' 54" East a distance of 55.11 feet; Thence South 82° 26' 30" East a distance of 173.91 feet; Thence North 89° 27' 16" East a distance of 50.00 feet; Thence along a curve to the left, (having a radius of 1075.00 feet, and a chord bearing of South 01° 26' 23" East a distance of 33.56 feet) an arc distance of 33.56 feet; Thence North 85° 51' 02" East a distance of 312.03 feet; Thence South 36° 22' 35" East a distance of 515.71 feet; Thence South 00° 15' 48" East a distance of 1061.76 feet to the **POINT OF BEGINNING**. Said described tract contains 1,219,240.24 square feet, or 27.9899 acres, more or less.

EXHIBIT C-3
to the
SEVENTH AMENDMENT OF THE DECLARATION

Legal Description of The Grove South, Phase 4

A tract of land in the Southeast Quarter (SE/4) and the Southwest Quarter (SW/4) of Section Twenty-five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast Corner of said Southwest Quarter; Thence North 00° 12' 36" West along the east line of said Southwest Quarter a distance of 1109.18 feet; Thence South 89° 47' 24" West a distance of 38.64 feet to the **POINT OF BEGINNING**;

Thence North 39° 35' 20" West a distance of 436.70 feet; Thence North 36° 07' 10" West a distance of 965.31 feet; Thence North 60° 41' 53" East a distance of 357.78 feet; Thence South 37° 19' 12" East a distance of 746.50 feet; Thence North 52° 40' 48" East a distance of 95.00 feet; Thence North 07° 40' 48" East a distance of 35.36 feet; Thence North 52° 40' 48" East a distance of 50.00 feet; Thence South 82° 19' 12" East a distance of 35.36 feet; Thence North 52° 40' 48" East a distance of 5.00 feet; Thence South 37° 19' 12" East a distance of 170.00 feet; Thence North 52° 40' 48" East a distance of 280.00 feet; Thence South 37° 19' 12" East a distance of 620.89 feet to the Northeast corner of Lot 20, Block 6, The Grove South Phase 2;

The next nine (9) courses are along the boundary of The Grove South Phase 2:

Thence South 52° 40' 48" West a distance of 120.00 feet; Thence North 37° 19' 12" West a distance of 4.96 feet; Thence South 52° 40' 48" West a distance of 170.00 feet; Thence North 37° 19' 12" West a distance of 325.94 feet; Thence South 52° 40' 48" West a distance of 308.54 feet; Thence South 41° 20' 59" West a distance of 50.00 feet; Thence along a curve to the left, (having a radius of 125.00 feet, and a chord bearing of South 49° 23' 19" East a distance of 3.22 feet) an arc distance of 3.22 feet; Thence South 52° 40' 48" West a distance of 123.18 feet; Thence South 37° 18' 18" East a distance of 132.09 feet;

Thence South 52° 41' 42" West a distance of 67.11 feet to the **POINT OF BEGINNING**;
Said described tract contains 732,427.42 square or 16.8142 acres, more or less.

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AMEN



After Recording Return To:

Michael R. Ford, Esq.

Fellers Snider Blankenship Bailey & Tippens PC

100 North Broadway, Suite 1700

Oklahoma City, Oklahoma 73102



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Bk:RE12861 Pg:1744 Pgs:33 DECL

State of Oklahoma

County of Oklahoma

Oklahoma County Clerk

Carolynn Caudill

EIGHTH AMENDMENT AND ANNEXATION TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF THE GROVE ADDITION

THIS EIGHTH AMENDMENT AND ANNEXATION TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF THE GROVE ADDITION (“Eighth Amendment”) is being made effective as of this 23 day of June, 2015 by CALIBER DEVELOPMENT COMPANY LLC, a Delaware limited liability company (“Declarant”). Declarant hereby amends and annexes additional property to that certain Declaration of Covenants and Restrictions of The Grove Addition filed June 19, 2007, and recorded in Book 10517 at Page 908, et. seq., in the office of the County Clerk of Oklahoma County, Oklahoma (the “Original Declaration”), as amended by that certain First Amendment and Annexation to the Declaration of Covenants and Restrictions of The Grove Addition filed January 16, 2008, and recorded in Book 10708 at Page 577, et. seq., in the office of the County Clerk of Oklahoma County, Oklahoma (the “First Amendment”), as amended by that certain Second Amendment and Correction to the Declaration of Covenants and Restrictions of The Grove Addition filed January 24, 2008, and recorded in Book 10714 at Page 203, et. seq., in the office of the County Clerk of Oklahoma County, Oklahoma (the “Second Amendment”), as amended by that certain Third Amendment to the Declaration of Covenants and Restrictions of The Grove Addition filed August 14, 2009, and recorded in Book 11174 at Page 1156, et. seq., in the office of the County Clerk of Oklahoma County, Oklahoma (the “Third Amendment”), as amended by that certain Fourth Amendment to the Declaration of Covenants and Restrictions of The Grove Addition for Purposes of Annexing Additional Common Areas filed November 13, 2009, and recorded in Book 11241 at Page 150, et. seq., in the office of the County Clerk of Oklahoma County, Oklahoma (the “Fourth Amendment”), and as amended by that certain Fifth Amendment to the Declaration of Covenants and Restrictions of The Grove Addition filed May 31, 2011, and recorded in Book 11643 at Page 407, et. seq., in the office of the County Clerk of Oklahoma County, Oklahoma (the “Fifth Amendment”), and as amended by that certain Sixth Amendment and Annexation to the Declaration of Covenants and Restrictions of The Grove Addition, filed August 21, 2012, and recorded in Book 12008 at Page 404, et. seq., in the office of the County Clerk of Oklahoma County, Oklahoma (the “Sixth Amendment”), and as amended by that certain Seventh Amendment and Annexation to the Declaration of Covenants and Restrictions of The Grove Addition, filed December 31, 2013, and recorded in Book 12437 at Page 169, et. seq., in the office of the County Clerk of Oklahoma County, Oklahoma (the “Seventh Amendment”). The Original Declaration, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, and Seventh Amendment shall be collectively referred to herein as the “Declaration” and covers the real

property and improvements described on Exhibits 1 and 2, Exhibits A-1, A-2, and A-3, Exhibits B-1 and B-2, and Exhibits C-1, C-2 and C-3, all of which are attached hereto and made an integral part hereof. All terms capitalized and not otherwise defined herein shall have the same meanings given to them in the Declaration. Pursuant to the provisions of Article X and Section 11.03 of the Declaration, Declarant amends certain provisions of the Declaration and annexes the additional property that is described on Exhibits D-1 and D-2, attached hereto, as referenced below, and thereby makes such additional properties subject to the terms of the Declaration and, accordingly, declares as follows:

1. The real property described on Exhibit D-1, which is attached hereto and made an integral part of this Eighth Amendment by this reference, together with all of the common areas described in the Final Plat of The Grove, Phase VII, as described on such Exhibit D-1 ("The Grove, Phase VII Plat"), together with all improvements thereon, is hereby annexed as additional property to the Declaration and made fully subject to the provisions thereof.

2. The real property described on Exhibit D-2, which is attached hereto and made an integral part of this Eighth Amendment by this reference, together with all of the common areas described in the Final Plat of The Grove, Phase VIII, as described on such Exhibit D-2 ("The Grove, Phase VIII Plat"), together with all improvements thereon, is hereby annexed as additional property to the Declaration and made fully subject to the provisions thereof.

3. Section 1.13 of the Declaration is hereby deleted in its entirety and the following completely amended and restated Section 1.13 is fully substituted in its place and stead in the Declaration:

Section 1.13 "Lot" shall mean any one of the parcels of real property designated as a Lot on the recorded Subdivision Plats within The Grove, and shall not include the Common Area. The ownership of each Lot shall include with it and have appurtenant a non-exclusive easement for the use and enjoyment of the Common Area. A Lot shall be deemed "Improved" when a Single Family Residence or other substantial improvement has been completely constructed thereon. All other Lots shall be deemed "Unimproved" Lots. Pursuant to Article X of this Declaration, subsequently annexed Lots shall be treated in all respects and for all purposes as Lots under this Declaration. For purposes of the Architectural and Design Rules and restrictions applicable to each Lot and for any other purpose, Lots may be further designated into subcategories such as "Bloom's Terrace Lots", "The Old Stone Lots", "The Orchard Lots", "The Meadows at Grove South Lots" and "Whispering Willows at Grove South Lots".

a. The following lots are designated as Bloom's Terrace Lots and are:

The Grove, Phase I; Block One (1) Lots One (1) through Fifty-six (56), inclusive; and

The Grove, Phase I; Block Two (2) Lots One (1) through Twenty (20), inclusive; and

The Grove, Phase I; Block Three (3) Lots One (1) through Twenty (20), inclusive; and

The Grove, Phase I; Block Four (4) Lots One (1) through Twelve (12), inclusive; and

The Grove, Phase I; Block Five (5) Lots One (1) through Eight (8), inclusive; and

The Grove, Phase I; Block Six (6) Lots One (1) through Two (2), inclusive; and

The Grove, Phase III; Block Seven (7) Lots One (1) through Twenty-three (23), inclusive; and

The Grove, Phase III; Block Eight (8) Lots One (1) through Thirty-one (31), inclusive; and

The Grove, Phase VI; Block Thirteen (13) Lots One (1) through Seven (7), inclusive; and

The Grove, Phase VI; Block Fourteen (14) Lots One (1) through Twenty-four (24), inclusive; and

The Grove, Phase VI; Block Fifteen (15) Lots One (1) through Four (4), inclusive; and

The Grove, Phase VI; Block Sixteen (16) Lots One (1) through Twenty-seven (27), inclusive; and

The Grove, Phase VI; Block Seventeen (17) Lot One (1) in Block Seventeen (17); and

The Grove, Phase VI; Block Eighteen (18) Lots One (1) through Eight (8), inclusive; and

The Grove, Phase VI; Block Nineteen (19) Lots One (1) through Fifteen (15), inclusive; and

The Grove, Phase VI; Block Twenty (20) Lots One (1) through Fourteen (14), inclusive.

b. The following lots are designated as The Orchard Lots and are:

The Grove, Phase II; Block One (1) Lots One (1) through Twenty-six (26), inclusive; and

The Grove, Phase II; Block Two (2) Lots One (1) through Eleven (11), inclusive; and

The Grove, Phase II; Block Three (3) Lots One (1) through Seven (7), inclusive; and

The Grove, Phase II; Block Four (4) Lots One (1) through Fifty-three (53), inclusive; and

The Grove, Phase II; Block Five (5) Lots One (1) through Eight (8), inclusive; and

The Grove, Phase II; Block Six (6) Lots One (1) through Eight (8), inclusive; and

The Grove, Phase IV; Block Nine (9) Lots One (1) through Forty-Three (43), inclusive; and

The Grove, Phase IV; Block Ten (10) Lots One (1) through Twenty-Nine (29), inclusive; and

The Grove, Phase VIII; Block Twenty-three (23) Lots One (1) through Thirty-nine (39), inclusive; and

The Grove, Phase VIII; Block Twenty-four (24) Lots One (1) through Twenty (20), inclusive.

c. The following lots are designated as The Old Stone Lots and are:

The Grove, Phase V; Block Eleven (11) Lots One (1) through Eight (8), inclusive; and

The Grove, Phase V; Block Twelve (12) Lots One (1) through Thirty (30), inclusive; and

The Grove, Phase VII; Block Twenty-one (21) Lots One (1) through Fifty (50), inclusive; and

The Grove, Phase VII; Block Twenty-two (22) Lots One (1) through Six (6), inclusive.

d. The following lots are designated as The Meadows at Grove South Lots and are:

The Grove South, Phase 1; Block One (1) Lots One (1) through Ten (10), inclusive; and

The Grove South, Phase 1; Block Two (2) Lots One (1) through Thirteen (13), inclusive; and

The Grove South, Phase 1; Block Three (3) Lots One (1) through Twenty-eight (28), inclusive; and

The Grove South, Phase 1; Block Four (4) Lots One (1) through Fourteen (14), inclusive; and

The Grove South, Phase 1; Block Five (5) Lots One (1) through Eight (8), inclusive; and

The Grove South, Phase 3; Block Ten (10) Lots One (1) through Seventeen (17); and

The Grove South, Phase 3; Block Eleven (11) Lots One (1) through Twenty-Eight (28), inclusive; and

The Grove South, Phase 3; Block Twelve (12) Lots One (1) through Twenty-four (24), inclusive; and

The Grove South, Phase 3; Block Thirteen (13) Lots One (1) through Twenty-seven (27), inclusive; and

The Grove South, Phase 3; Block Fourteen (14) Lots One (1) through Seven (7), inclusive.

- e. The following lots are designated as Whispering Willows at Grove South Lots and are:

The Grove South, Phase 2; Block Six (6) Lots One (1) through Twenty (20), inclusive; and

The Grove South, Phase 2; Block Seven (7) Lots One (1) through Fourteen (14), inclusive; and

The Grove South, Phase 2; Block Eight (8) Lots One (1) through Eight (8), inclusive; and

The Grove South, Phase 2; Block Nine (9) Lots One (1) through Fifteen (15), inclusive; and

The Grove South, Phase 4; Block Fifteen (15) Lots One (1) through Thirty (30), inclusive; and

The Grove South, Phase 4; Block Sixteen (16) Lots One (1) through Twenty-two (22), inclusive; and

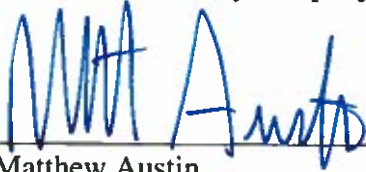
The Grove South, Phase 4; Block Seventeen (17) Lots One (1) through Twelve (12), inclusive.

4. The Architectural and Design Rules are hereby completely amended and restated in their entirety and set forth on Exhibit 3 as the Fifth Amended and Restated Architectural and Design Rules Adopted by the Design Review Committee of The Grove Addition, a copy of which are attached hereto and made an integral part hereof.

5. The Declaration, as amended and annexed hereby, is completely ratified by the Declarant and confirmed in all respects.

[Signature page, Acknowledgment, Exhibit 1, Exhibit 2, Exhibit 3, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit B-1, Exhibit B-2, Exhibits C-1, C-2 and C-3, Exhibits D-1 and D-2 are all attached to this Eighth Amendment and by this reference made an integral part hereof.]


CALIBER DEVELOPMENT COMPANY LLC,
a Delaware limited liability company

By: 
Name: Matthew Austin
Title: President

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 23 day of June, 2015 by Matthew Austin, as President of CALIBER DEVELOPMENT COMPANY LLC, a Delaware limited liability company, by and on behalf of the said limited liability company.




Notary Public
My Commission Expires: 3/4/18
Commission No. 02002761

634578v2/09568

EXHIBIT 1
to
EIGHTH AMENDMENT OF THE DECLARATION

Legal Description of The Grove, Phase I

A part of the Northeast Quarter (NE/4) of Section Twenty-Five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, City of Oklahoma City, County of Oklahoma, Oklahoma and being more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter (NE/4); thence South 00°15'55" East along the east line of said Northeast Quarter a distance of 395.38 feet to the **POINT OF BEGINNING**; thence continuing South 00°15'55" East along the said east line a distance of 1002.12 feet; thence South 89°44'05" West a distance of 103.82 feet to a point on a curve to the right, said curve having a radius of 260.50 feet, a central angle of 21°09'15", a chord bearing of North 79°41'17" West and a chord distance of 95.63 feet; thence along the arc of said curve a distance of 96.18 feet to a point on a compound curve to the left, said curve having a radius of 139.50 feet, a central angle of 21°09'15", a chord bearing of North 79°41'17" West and a chord distance of 51.21 feet; thence along the arc of said curve a distance of 51.50 feet; thence South 89°44'05" West a distance of 166.45 feet; thence South 44°44'05" West a distance of 48.79 feet; thence South 00°15'55" East a distance of 3.74 feet; thence South 89°44'05" West a distance of 174.97 feet; thence North 06°06'52" West a distance of 228.93 feet; thence North 23°03'37" West a distance of 178.64 feet; thence North 32°46'37" West a distance of 109.86 feet; thence North 02°45'25" East a distance of 70.33 feet; thence North 59°32'25" West a distance of 97.44 feet to a point on a non-tangent curve to the left, said curve having a radius of 225.00 feet, a central angle of 03°26'36", a chord bearing of South 27°27'53" West and a chord distance of 13.52 feet; thence along the arc of said curve a distance of 13.52 feet; thence North 64°15'25" West a distance of 50.00 feet; thence North 58°54'53" West a distance of 86.82 feet; thence North 67°48'49" West a distance of 135.75 feet; thence North 76°17'48" West a distance of 104.87 feet; thence North 85°13'34" West a distance of 115.90 feet to a point on a non-tangent curve to the left, said curve having a radius of 225.00 feet, a central angle of 05°28'45", a chord bearing of South 02°11'06" East and a chord distance of 21.51 feet; thence along the arc of said curve a distance of 21.52 feet; thence South 85°04'31" West a distance of 50.00 feet; thence South 87°54'50" West a distance of 147.59 feet; thence North 07°04'29" West a distance of 50.58 feet; thence North 05°27'55" East a distance of 27.67 feet; thence North 24°27'28" East a distance of 69.30 feet to a point on a non-tangent curve to the right, said curve having a radius of 475.00 feet, a central angle of 04°36'37", a chord bearing of North 77°34'44" East and a chord distance of 38.21 feet; thence along the arc of said curve a distance of 38.22 feet; thence North 10°06'58" West a distance of 50.00 feet; thence North 12°32'31" West a distance of 185.34 feet; thence North 53°29'02" West a distance of 132.39 feet; thence North 37°01'22" West a distance of 44.94 feet; thence North 24°13'32" West a distance of 61.31 feet; thence North 05°51'50" West a distance of 100.36 feet; thence North 30°52'51" West a distance of 31.75 feet to a point on the north line of the Northeast Quarter (NE/4); thence North 89°15'52" East along the said north line a distance of 1316.70 feet; thence South 00°43'48" East a distance of 392.33 feet; thence North 89°44'08" East a distance of 369.21 feet to the point of beginning containing 1,435,926.5569 square feet or 32.9643 acres more or less.

The foregoing is otherwise known and described as all of the real property described in the Plat filed May 31, 2007, and recorded in Book 65 Plats, at Page 42 in the office of the County Clerk of Oklahoma County, Oklahoma.

EXHIBIT 2
to
EIGHTH AMENDMENT OF THE DECLARATION

Legal Description of The Grove, Phase II

A part of the North Half (N/2) of Section Twenty-Five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, City of Oklahoma City, County of Oklahoma, Oklahoma and being more particularly described as follows:

Commencing at the Northeast corner of said North Half (N/2); thence South 89°15'52" West along the north line of the Northeast Quarter a distance of 1689.11 feet to the **POINT OF BEGINNING**; thence from said point of beginning South 30°52'51" East a distance of 31.75 feet; thence South 05°51'50" East a distance of 100.36 feet; thence South 24°13'32" East a distance of 61.31 feet; thence South 37°01'22" East a distance of 44.94 feet; thence South 53°29'02" East a distance of 132.39 feet; thence South 12°32'31" East a distance of 185.34 feet; thence South 10°06'58" East a distance of 50.00 feet to a point on a non-tangent curve to the left, said curve having a radius of 475.00 feet, a central angle of 25°48'22", a chord bearing of South 66°58'51" West and a chord distance of 212.14 feet; thence along the arc of said curve a distance of 213.94 feet; thence South 54°04'40" West a distance of 216.17 feet; thence South 35°50'08" East a distance of 122.50 feet; thence South 54°04'40" West a distance of 279.89 feet; thence South 46°20'06" West a distance of 436.99 feet; thence South 62°13'32" West a distance of 268.67 feet; thence South 10°53'13" West a distance of 194.82 feet; thence North 45°22'28" West a distance of 79.70 feet; thence North 45°48'16" West a distance of 136.23 feet to a point on a non-tangent curve to the right, said curve having a radius of 110.00 feet, a central angle of 82°19'23", a chord bearing of South 72°13'14" West and a chord distance of 144.80 feet; thence along the arc of said curve a distance of 158.05 feet to a point on a reverse curve to the left, said curve having a radius of 118.00 feet, a central angle of 51°09'24", a chord bearing of South 87°48'14" West, and a chord distance of 101.89 feet; thence along the arc of said curve a distance of 105.36 feet; thence North 27°46'28" West a distance of 50.00 feet to a point on a non-tangent curve to the left, said curve having a radius of 118.00 feet, a central angle of 51°09'24", a chord bearing of North 36°38'49" East and a chord distance of 101.89 feet; thence along the arc of said curve a distance of 105.36 feet to a point on a reverse curve to the right, said curve having a radius of 110.00 feet, a central angle of 33°56'27", a chord bearing of North 28°02'21" East and a chord distance of 64.21 feet; thence along the arc of said curve a distance of 65.16 feet; thence North 17°42'37" East a distance of 41.53 feet; thence North 16°06'50" West a distance of 91.86 feet to a point on a curve to the right, said curve having a radius of 1030.00 feet, a central angle of 12°02'05", a chord bearing of North 10°05'48" West and a chord distance of 215.95 feet; thence along the arc of said curve a distance of 216.35 feet; thence North 47°20'27" West a distance of 35.99 feet; thence North 01°17'52" West a distance of 50.00 feet; thence North 44°44'43" East a distance of 35.99 feet to a point on a non-tangent curve to the right, said curve having a radius of 1030.00 feet, a central angle of 11°01'04", a chord bearing of North 06°59'34" East and a chord distance of 197.76 feet; thence along the arc of said curve a distance of 198.07 feet to a point on a reverse curve to the left, said curve having a radius of 295.00 feet, a central angle of 37°59'43", a chord bearing of North 06°29'46" West and a chord distance of 192.06 feet; thence along the arc of said curve a distance of 195.63 feet; thence North 25°29'37" West a distance of 216.15 feet to a point on a curve to the right, said curve having a radius of 355.00 feet, a central angle of 20°47'06", a chord bearing of North 15°06'04" West and a chord distance of 128.08 feet; thence along the arc of said curve a distance of 128.78 feet to a point on a reverse curve to the left, said curve having a radius of 100.00 feet, a central angle of 17°16'40", a chord bearing of North 13°20'51" West and a chord distance of 30.04 feet; thence along the arc of said curve a distance of 30.16 feet to a point on a compound curve to the right, said curve having a radius of 210.23 feet, a central angle of 21°01'04", a chord bearing of North

11°28'40" West and a chord distance of 76.69 feet; thence along the arc of said curve a distance of 77.12 feet; thence North 00°44'08" West a distance of 65.22 feet to a point on the north line of the Northwest Quarter (NW/4); thence North 89°16'35" East a distance of 447.80 feet to the Northwest corner of the Northeast Quarter (NE/4); thence North 89°15'52" East along the north line of the said Northeast Quarter (NE/4) a distance of 960.45 feet to the point of beginning containing 1,663,899.2779 square feet or 38.1979 acres more or less.

The foregoing is otherwise known and described as all of the real property described in the Plat filed May 7, 2008, and recorded in Book 66 Plats, at Page 73 in the office of the County Clerk of Oklahoma County, Oklahoma.

EXHIBIT 3
to the
EIGHTH AMENDMENT OF THE DECLARATION

**The Fifth Amended and Restated Architectural and Design Rules
Adopted By The Design Review Committee of The Grove Addition**

(These Rules may be amended from time to time and any amended rules shall have the same force and effect as if fully set forth herein.)

The following uses and restrictions are hereby adopted by the Design Review Committee as a guide for the review and approval of any Improvement upon any Lot or Common Areas. These rules are intended as a guide to the Design Review Committee in order to maintain the harmony, character and charm of The Grove Addition ("The Grove") and to enhance the value of each Lot and the neighborhood as a whole. The rules may be amended at any time as provided in Section 8.09f of the Declaration of Covenants and Restrictions of The Grove Addition. The Grove Addition shall specifically include The Grove, Phase I Addition; The Grove, Phase II Addition; The Grove, Phase III Addition; The Grove, Phase IV Addition; The Grove, Phase V Addition; The Grove Phase VI Addition; The Grove, Phase VII Addition; The Grove, Phase VIII Addition; The Grove South, Phase 1 Addition; The Grove South, Phase 2 Addition; The Grove South, Phase 3 Addition; The Grove South, Phase 4 Addition; and any other property subsequently annexed to the Declaration pursuant to Article X of the Declaration of Covenants and Restrictions for The Grove Addition, filed June 19, 2007, and recorded in Book 10517 at Page 908 in the office of the Oklahoma County Clerk and any and all amendments thereto. All terms capitalized and otherwise not specifically defined in these Rules shall have the meaning given to such terms in the Declaration, as amended.

I. Limitation of Liability for Approval of Plans. Review and approval of any application is made primarily on the basis of aesthetic considerations and the Declarant, Association, Board and/or Design Review Committee shall NOT bear any responsibility for ensuring the structural integrity or soundness of approved new construction or construction modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, Association, Board nor the Design Review Committee, or any member thereof, shall be held liable for any injury, damages or loss arising out of the manner, quality and/or suitability of approved new construction or construction modification occurring on any Lot.

II. Minimum Rules and Restrictions Applicable to All Lots. The following rules and regulations shall apply to all of the Lots in The Grove Addition:

a. **Submission of Plans for Approval.** No construction or erection of any nature whatsoever shall be commenced or maintained upon any Lot or the Common Elements (except as is installed or approved by the Declarant in connection with the initial construction of structures or buildings on the property); nor shall any exterior addition to, or change or alteration thereon, be made unless and until two (2) sets of the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to the

Design Review Committee and approved in writing by the Design Review Committee as to the harmony of external design and location in relation to surrounding structures and topography. A detailed description or samples of exterior building materials (i.e., brick, stone, roofing, paint, siding and trim) shall be presented to the Design Review Committee along with the plans and specifications. Applicants seeking approval of the Design Review Committee shall submit a duplicate application on the form attached hereto accompanied by all required documentation in duplicate.

b. Landscaping and Lawns. Landscaping is an essential element of design at The Grove. Except as otherwise approved in writing by the Design Review Committee, the Owner of each Lot shall be required to expend the minimum sum of $\frac{1}{2}$ of 1% of the total cost of the Home and Lot for trees and shrubs or perennial plants to be placed on each Lot owned. There shall be a minimum of one (1) 3" caliper shade tree and one (1) 1½" caliper ornamental tree on each Lot owned. For all corner Lots, an additional 3" caliper shade tree will be required in each side yard for a total of three (3) trees. Unless an extension is approved by the Design Review Committee, the expenditure must be made and the trees and shrubs planted either: (i) within four (4) months after the date a certificate of occupancy is issued for the Lot; or (ii) if the Lot Owner is a licensed builder, then prior to transfer of possession of the Lot from the Owner to a subsequent buyer, whichever is applicable. If both (i) and (ii) are applicable, then whichever is later. No amount paid for grass, dirt, sprinkler systems, etc. shall qualify for this minimum expenditure. No removal of landscaping (other than replacement of dead trees or shrubs with equivalent trees or shrubs) shall take place without the approval of the Design Review Committee. Builders may submit typical landscaping plans to the Design Review Committee for pre-approval for a series of homes in a particular subdivision. Once pre-approved in writing, it shall be necessary for a Builder to submit individual plans only in the event of substantial deviation from pre-approved landscaping plans. Front and side yards shall be sodded with grass within ninety (90) days of occupancy of a home. On Lots adjacent to main thoroughfares within The Grove, the Design Review Committee may, in its discretion, require additional landscaping and features than would otherwise be required.

c. Exterior. Design Review Committee approval is not required for exterior lighting if the lighting is installed in accordance with the following guidelines: Exterior lights shall be conservative in design and as small in size as is reasonably practical. Exterior lighting shall be directed toward the house and be of low wattage (limited to 2,000 lumens) to minimize glaring sources to neighbors and other homeowners. Lighting for walkways generally must be directed toward the ground. Lighting fixtures shall be dark colored so as to be less obtrusive. Low voltage (12 volts) lighting is preferable to conventional house-voltage systems because of its safety advantages. Any deviation from the aforementioned guidelines or use of high-wattage spotlight, floodlights or ballasted fixtures (sodium, mercury, multi-vapor, fluorescent, metal halide, etc.) requires reviewer approval. The Design Review Committee may take into consideration the visibility and style of the fixture and its location on the home.

d. Architectural Styles. The Design Review Committee shall have the ultimate authority and discretion in approving the architectural styles of structures in The Grove and may in this regard make the final determination whether the style of home proposed is in harmony with the atmosphere of the development and in conformity with the intent of the Design Review Committee.

e. Roof Construction. In addition to the approval of the Plans and Specifications for construction of buildings and structures on any Lot, all roofs and roof materials shall be specifically submitted, by separate letter, to the Design Review Committee for their review and written approval prior to construction of the structure or installation of roofing material. Acceptable roofing materials shall include, but not be limited to, 25 year roofing material of composite shingle (weathered wood or shadow grey color) or other roofing materials approved by the Design Review Committee.

f. Fences and Retaining Walls. No fence or retaining wall shall be constructed or installed until the location, design, style, material and quality of same shall have been approved by the Design Review Committee. The Design Review Committee may prevent fencing from being erected or maintained upon any Lot to the extent said fencing may interfere with or is inconsistent with the appearance of nearby Common Elements or other features of the Grove. Property perimeter fences shall not exceed six feet six inches in height, unless a variance is granted by the Design Review Committee. Fencing erected or maintained upon any Lot shall be dog-eared and made of pine or cedar, unless a variance is granted by the Design Review Committee or unless otherwise required by the Design Review Committee. Fences may be constructed in side or rear yards with the written approval of the Design Review Committee. Owners are prohibited from erecting and maintaining chain link fences in the Grove, except that Declarant shall have the right to erect and maintain chain link fencing upon the Common Areas in places deemed appropriate by Declarant. Except as otherwise provided in the preceding sentence, all fencing in the Grove that is within twenty (20) feet of any Common Area greenbelt or proposed greenbelt shall be wrought iron style fencing (i.e. aluminum fencing with a similar appearance to wrought iron), unless a variance is granted by the Design Review Committee.

Any fences, whether constructed by a Lot owner or a Builder, shall be well repaired and maintained. In the event a fence or wall is damaged, deteriorated or destroyed, the Lot owner shall repair or recondition the fence or wall at the Lot owner's expense, except for any retaining wall or fence located on a Lot and expressly designated in the Declaration to be an improvement to be maintained, repaired or replaced by the Grove Master Homeowners Association. For any such retaining wall or fence, the Association shall repair or recondition the fence or wall at the Association's expense.

g. Construction Period. Upon commencement of excavation for construction on any Lot or Lots in this plat, the work must be continuous, weather permitting, until the Residence and other Improvements are completed. Completion of Construction shall occur no later than ten (10) months from the date of Commencement of Construction, unless extensions of time are granted by the Design Review Committee. If no such extension of time is given by the Design Review Committee, or if the Design Review Committee determines in its discretion that Completion of Construction cannot reasonably be expected to occur within the time remaining therefor, the Declarant or its designee may, but shall not be obligated to, complete such construction at the expense of the Owner..

h. Roof Pitch. Roof pitch minimum shall be 6/12 pitch.

i. Structure. The foundation of structures shall either be (a) a footing and stem wall foundation; (b) a post-tension foundation; or (c) a pier and grade with a front brick pocket.

j. Certain Satellite Dishes Permitted. Standard satellite dishes satisfying all of the following requirements may be installed upon a Lot without first obtaining Design Review Committee approval: (i) the satellite dish shall be equal to or less than 18 inches in diameter; (ii) the satellite dish shall be attached to the roof of the residence; and (iii) the satellite dish shall not be visible to a person six feet tall, standing on any part of the front property line of the Lot upon which the satellite dish is situated. Satellite dishes failing to meet all of aforementioned requirements shall not be erected, used or maintained outdoors on any Lot without the prior written consent of the Design Review Committee.

k. Pool Cabanas and Detached Buildings. No metal buildings, tents, trailers or temporary structures shall be permitted to be erected or maintained within the Project. Provided, however, pool cabanas, studios, guest cottages, gazebos, greenhouses and other outbuildings may be constructed and maintained after the plans, specifications, design, size and location of same have been approved in writing by the Design Review Committee. Such structures must correspond in style and architecture to the principal residence and must exist in harmony in relation to neighboring living dwellings and property. No commercial business will be allowed in any Detached Building. Detached Buildings shall be no larger than eight feet in depth by eight feet in width and six feet in height, unless a variance is issued by the Design Review Committee.

l. Treehouses and Playground Equipment. Treehouses or platforms in trees are prohibited. No play towers or other similar structures or equipment shall be located in front of the front building limit line or within fifteen (15) feet of any Lot boundary.

m. Garages. Garages shall be attached to the Residence, unless a variance is issued. Garages shall be compatible with and complementary to the main residence in architectural style, material, color and location. Review shall be made on a case-by-case basis. Each Residence shall have a minimum garage capacity of two cars and a maximum garage capacity of three cars.

n. Basketball Goals and Sports Equipment. Basketball hoops/goals attached to the home or garage are prohibited. Permanent basketball goals not attached to the home or garage are permitted and must be maintained. Temporary or unaffixed basketball hoops/goals that are Visible From Neighboring Property shall not be maintained overnight on any Lot. No Design Review Committee approval is required for the installation of play and sports equipment in fenced-in rear and side yards that is no taller than seven (7) feet. Owners shall exercise consideration towards neighbors; any such equipment shall be set back a reasonable distance from adjacent property lines so as to avoid disturbance of neighbors.

o. Signs. In addition to those requirements and rights set forth in the Declaration, placement of any sign on a Lot shall be governed by the following rules, as follows:

1. Builder or Trade Signs. One builder sign and permit board shall be allowed with Design Review Committee approval; however, no subcontractor or trade signs shall be permitted. Without prior Design Review Committee's approval, a single Realtor or For Sale by Owner sign may be placed on a property while the property is "for sale" and a single Open House sign may be placed on a property during an Open House but must be removed promptly after the event. At no time will a Realtor or Builder sign be

placed at any location in The Grove except on the Owner's Lot. Builder and Realtor signs are subject to review as to location, color, size and detailing. A builder sign shall be erected on the Lot prior to the commencement of any work, including clearing or grading. Builder and Realtor signs shall be securely erected and no signs or permits shall be placed in trees. The builder, Realtor and For Sale by Owner signs shall be removed within 5 days of the closing of a Lot unless a longer period is granted in advance by the Design Review Committee.

2. Security Signs. One security sign may be permitted without the Design Review Committee's prior approval in the front yard located either adjacent to the driveway or in close proximity to the front entrance of the main dwelling. The Design Review Committee may impose size, shape and color restrictions on security signs.

3. For Rent or For Lease Signs Prohibited. For Rent and/or For Lease signs, or any signs of similar nature or import, shall not be placed on any Lot or property in The Grove Addition for any reason, at any time. The placement of those type of signs anywhere in The Grove Addition is absolutely prohibited, without the express prior written approval of the Design Review Committee.

Installation or relocation of all signs other than set forth above or other than provided for in the Declaration requires Design Committee approval. Additionally, the Design Review Committee shall have the right to demand and require any Owner to remove any sign from any Lot, regardless of whether said sign complies with the technical requirements of the Declaration or these Rules. Should the Owner fail to immediately comply with a demand for removal of a sign, the Design Committee shall have any and all rights of enforcement granted in the Declaration including without limitation the right of self-help to remove any sign after reasonable demand is made.

p. Erosion Control. During construction of any improvements on any Lot, erosion control must be maintained by the Owner/Builder to control runoff onto the street, common areas or adjoining property.

q. Mailboxes. Each mailbox shall be 100% brick or stone and shall conform to the Design Review Committee's specifications, which are available upon request. Additional structures or features are prohibited without approval of the Design Review Committee. Newspaper tubes are prohibited.

r. Chimneys. Chimneys will be of brick, stone or other material approved by the Design Review Committee.

s. Yard Ornaments. No sculpture or lawn ornaments of any kind will be permitted in yards visible from the street without the written consent of the Design Review Committee.

t. Carports and Clotheslines. No clotheslines shall be installed, placed, erected or maintained on any Lot. No carports shall be installed, placed, erected or maintained on any Lot, without the Design Review Committee's prior approval. Any carports submitted for Design Review Committee approval are encouraged to be entirely located behind the frontline of the Residence.

u. Dog Related Structure: No animal structure shall provide shelter for more than three (3) dogs over six (6) months of age. One dog-related structure is permitted without Design Review Committee approval so long as the structure is not Visible From Neighboring Property (as that term is defined in Section 1.22 of the Declaration). If a dog-related structure is Visible From Neighboring Property, then Design Review Committee approval is required and screening, fencing or landscaping may be required by the Committee prior to any approval.

v. Birdbaths, Birdhouses and Birdfeeders: Design Review Committee approval is not required for one rear yard installation of any birdhouse or birdfeeder no more than 12 by 24 inches in size. Design Review Committee approval is not required for one rear yard installation of a birdbath that is no more than 30 inches in height, including any pedestal. The installation of birdbaths, birdhouses and birdfeeders in front or side yards and/or the installation of multiple birdbaths, birdhouses or birdfeeders requires approval by the Design Review Committee.

w. Flagpoles: Design Review Committee approval is not required for the installation of a single flagpole so long as it does not exceed 20 feet above finished grade. If located in the front yard, a flagpole must be at least 15 feet from the front property line.

x. Pools. Design Review Committee approval is required for the construction or installation of pools. Pools shall be an integral part of the deck or patio area and/or the rear yard landscaping. Pools shall be located in the rear or side yard and shall be installed in such a way that it is not Visible From Neighboring Property. Pools shall be fenced for safety purposes and Owners may be required to install safety features (gate locks or pool covers) when they are not in use. Any building associated with a pool is considered to be a Detached Building.

y. Hot Tubs and Saunas. Design Review Committee approval is required for the installation of any outdoor hot tub, Jacuzzi, sauna or spa. Any hot tub, Jacuzzi, sauna or spa shall be an integral part of the deck or patio area and/or the rear yard landscaping. A hot tub, Jacuzzi, sauna or spa shall be located in the rear or side yard, shall be installed in such a way that it is not Visible From Neighboring Property and shall not create an unreasonable level of noise for adjacent property owners. Owners may be required to install safety features such as locks or covers for these items when such are not in use.

z. Minimum Residence Square Footage. Any Residence constructed upon said Lots in The Grove shall have a minimum square footage of 1400 square feet, unless a variance is granted by the Design Review Committee.

aa. Setback. Each Residence shall be set back a minimum of 5 feet from each side yard property line and 15 feet from any rear property line, unless a variance is granted by the Design Review Committee.

bb. Guttering. Each Residence is required to be guttered in the front of the Residence.

cc. Statues. Design Review Committee approval is not required for the rear yard installation of any statue, which, including a pedestal, stands not more than 4 feet tall. Other accessory features, such as fountains, ponds, reflecting pools or yard ornaments require Design Review Committee approval.

dd. Exterior Walls Shall be 80% Brick, Stone, Stucco, or Equivalent. The principal material, other than glass, of the exterior of each wall in all buildings on Lots in The Grove shall be not less than eighty percent (80%) brick, stone, stucco, or reasonable equivalent unless a variance is granted by the Design Review Committee in advance of construction.

III. Additional Rules and Restrictions Applicable to The Orchard Lots.

For those Lots now or hereinafter designated as The Orchard Lots, the following additional rules and restrictions shall apply, notwithstanding any provisions herein to the contrary:

- a. Roof Pitch. Roof pitch minimum shall be 8/12 pitch.
- b. Structure. The foundation of structures shall either be (a) a footing and stem wall foundation; or (b) a post-tension foundation.
- c. Minimum Residence Square Footage. Any Residence constructed upon The Orchard Lots shall have a minimum square footage of 1800 square feet, unless a variance is granted by the Design Review Committee.

To the extent there is a conflict in the Minimum Rules and Restrictions Applicable to All Lots and the additional rules and restrictions applicable to a particular subcategory of lots, the more restrictive rules and restrictions shall apply.

IV. Additional Rules and Restrictions Applicable to The Old Stone Lots.

For those Lots now or hereinafter designated as "The Old Stone Lots", the following additional rules and restrictions shall apply, notwithstanding any provisions herein to the contrary:

- a. Roof Pitch. Roof pitch minimum shall be 10/12 pitch.
- b. Structure. The foundation of structures shall either be (a) a footing and stem wall foundation; or (b) a post-tension foundation.
- c. Minimum Residence Square Footage. Any Residence constructed upon The Old Stone Lots in The Grove shall have a minimum square footage of 2300 square feet unless a variance is granted by the Design Review Committee.

To the extent there is a conflict in the Minimum Rules and Restrictions Applicable to All Lots and the additional rules and restrictions applicable to a particular subcategory of lots, the more restrictive rules and restrictions shall apply.

PLEASE CONTACT THE DECLARANT FOR A CURRENT AND UPDATED COPY OF THE DESIGN REVIEW COMMITTEE'S ARCHITECTURAL AND DESIGN RULES

**EXHIBIT 1 TO ARCHITECTURAL AND DESIGN RULES
OWNER APPLICATION FOR DESIGN COMMITTEE REVIEW**

Date: _____
Owner's Name: _____
Address: _____
Telephone: _____
Type of Improvement: _____
Lot Number: _____

If an agent is submitting on behalf of the owner, also complete the following:

Agent's Name: _____
Business Name: _____
Telephone: _____

In accordance with the Declaration of Covenants, Conditions and Restrictions for The Grove, as amended, and the Architectural and Design Rules, as amended, application is hereby made for review and approval of the following described improvements: (Provide brief description.)

In support of this application the following required items are to be submitted in duplicate:

1. Plans and Specifications: The plans will show the following (where applicable): site plan, floor plan, elevations, roof plan, landscaping plan and such other items as may be needed to reflect the character and dimensions of the improvements.
2. Roof Letter (See Rule (e) of the Architectural and Design Rules)
3. Landscape Plan, if not reflected on Plans and Specifications (See attached page)
4. Any written statements or other submissions that may be required.

It is hereby understood and agreed that approval of this application by a reviewer does not constitute approval as to compliance with applicable Oklahoma law or City of Oklahoma City ordinances.

Signature of Owner(s) _____ Date _____
Signature of Agent _____ Date _____

Submit applications to: The Grove Addition
Design Review Committee
c/o Caliber Development Company LLC
14301 Caliber Drive, Suite 300
Oklahoma City, OK 73134

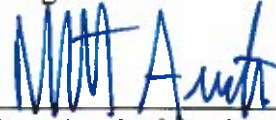
If the application is incomplete, the reviewer will notify the applicant as to the needed documents and the application will not be further considered until receipt of all materials. Any time period required for reviewer approval or rejection shall not begin to run until all materials requested by the Committee are submitted in duplicate.

Date Received: _____ Reviewer: _____ Action taken: _____
Date Received: _____ Reviewer: _____ Action taken: _____
Date Received: _____ Reviewer: _____ Action taken: _____

**EXHIBIT 2 TO ARCHITECTURAL AND DESIGN RULES
LANDSCAPE PLAN SUBMITTAL CHECKLIST**

1. Format to be 24 inch x 36 inch sheet size.
2. Site plan with property boundary, footprints of permanent structures and locations and identifications of every hardwood tree with a diameter of eight inches or more at a height of 3 feet above grade.
3. Contour lines as needed to illustrate grade conditions.
4. Project location and owner's name.
5. North arrow, drawing scale, sheet number and date.
6. Boundaries of protected areas and method of protection.
7. Planting plan showing locations of proposed and existing plants. Plants should be drawn at a mature size.
8. Plant list with names of plants, sizes and quantities.
9. Hard surface plan and layout dimensions noting materials to be used.
10. Irrigation plan.
11. Construction details for all structural elements, i.e., retaining walls over 2 feet to 6 feet pools, decks, etc.
12. Submit 2 copies of the package.

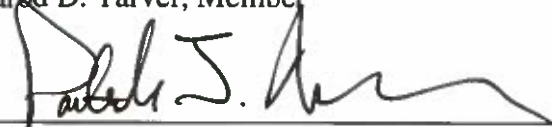
IN WITNESS WHEREOF, the undersigned, being all of the members of the Design Review Committee of The Grove Addition hereby certify that, pursuant to Article VIII of the Declaration, the Design Review Committee hereby consents and adopts the above and foregoing Fifth Amended and Restated Architectural and Design Rules effective as of the 23 day of JUNE, 2015.



Matthew Austin, Member



Jared D. Tarver, Member



Patrick Murnan, Member

EXHIBIT A-1
to the
EIGHTH AMENDMENT OF THE DECLARATION

Legal Description of The Grove, Phase III

A tract of land in the Northeast Quarter (NE/4) of Section Twenty-two (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Northeast Corner of said Northeast Quarter; THENCE South 00° 15' 55" East along the east line of said Northeast Quarter a distance of 1408.78 feet; Thence South 89° 44' 05" West a distance of 449.12 feet to the POINT OF BEGINNING;

Thence South 00° 15' 55" East a distance of 10.00 feet; Thence South 89° 44' 05" West a distance of 50.00 feet; Thence South 00° 15' 55" East a distance of 434.86 feet; Thence South 89° 44' 05" West a distance of 125.72 feet; Thence North 76° 08' 40" West a distance of 110.00 feet; Thence North 60° 28' 41" West a distance of 121.59 feet; Thence North 37° 54' 45" West a distance of 63.60 feet; Thence South 52° 05' 15" West a distance of 151.72 feet; Thence North 36° 24' 55" West a distance of 179.99 feet; Thence North 35° 50' 08" West a distance of 313.32 feet; Thence North 35° 50' 08" West a distance of 29.68 feet; Thence North 00° 52' 25" East a distance of 31.73 feet; Thence North 27° 18' 38" East a distance of 78.48 feet; Thence North 29° 10' 35" West a distance of 27.38 feet; Thence North 10° 58' 07" West a distance of 92.16 feet; Thence North 29° 58' 33" West a distance of 75.00 feet; Thence North 25° 49' 21" West a distance of 42.72 feet; Thence North 32° 07' 58" West a distance of 53.87 feet; Thence North 52° 31' 39" West a distance of 67.82 feet; Thence North 35° 50' 08" West a distance of 120.01 feet; Thence North 15° 04' 47" West a distance of 60.93 feet; Thence North 01° 58' 23" East a distance of 50.66 feet; Thence North 03° 19' 13" West a distance of 79.09 feet; Thence North 87° 54' 50" East a distance of 147.59 feet; Thence North 85° 04' 31" East a distance of 50.00 feet; Thence along a curve turning to the right having a radius of 225.00 feet, and a chord bearing of North 02° 11' 06" West a distance of 21.51 feet, for an arc length of 21.52 feet; Thence South 85° 13' 34" East a distance of 115.90 feet; Thence South 76° 17' 48" East a distance of 104.87 feet; Thence South 67° 48' 49" East a distance of 135.75 feet; Thence South 58° 54' 53" East a distance of 86.82 feet; Thence South 64° 15' 25" East a distance of 50.00 feet; Thence along a curve to the right having a radius of 225.00 feet, and a chord bearing of North 27° 27' 53" East a distance of 13.52 feet, for an arc length 13.52; Thence South 59° 32' 25" East a distance of 97.44 feet; Thence South 02° 45' 25" West a distance of 70.33 feet; Thence South 32° 46' 37" East a distance of 109.86 feet; Thence South 23° 03' 37" East a distance of 178.64 feet; thence South 06° 06' 52" East a distance of 228.93 feet to the Southwest corner of Lot 12, Block 4, The Grove Phase 1; Thence North 89° 44' 05" East a distance of 174.97 feet to the POINT OF BEGINNING.

Said described tract contains 724,373 square feet or 16.6293 acres, more or less.

The foregoing property is otherwise known and described as all of the real property included in the Final Plat of The Grove, Phase III, filed on June 7, 2011, and recorded in Book 69 Plats, at Page 12, *et. seq.*, in the Office of the County Clerk of Oklahoma County, State of Oklahoma.

EXHIBIT A-2
to the
EIGHTH AMENDMENT OF THE DECLARATION

Legal Description of The Grove South, Phase 1

A tract of land in the Southeast Quarter (SE/4) of Section Twenty-two (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast Corner of said Southeast Quarter; THENCE North 00° 15' 48" West along the east line of said Southeast Quarter a distance of 884.48 feet to the POINT OF BEGINNING; THENCE South 89° 44' 12" West a distance of 50.00 feet; THENCE North 45° 15' 48" West a distance of 35.36 feet; THENCE South 89° 44' 12" West a distance of 108.06 feet to a point on a curve; THENCE Southwesterly along a curve to the left having a radius of 288.00 feet and a chord bearing of South 78° 57' 38" West a distance of 107.70 feet, for an arc length of 108.33 feet to a point on a curve; THENCE along a curve to the right having a radius of 515.00 feet and a chord bearing of South 81° 11' 59" West a distance of 231.97 feet, for an arc length of 233.98 feet; THENCE North 85° 47' 05" West a distance of 223.39 feet; THENCE along a curve to the right having a radius of 425.00 feet and a chord bearing of North 67° 47' 47" West a distance of 262.50 feet, for an arc length of 266.86 feet; THENCE North 49° 48' 29" West a distance of 87.34 feet; THENCE South 85° 11' 31" West a distance of 35.36 feet; THENCE South 40° 11' 31" West a distance of 94.82 feet; THENCE along a curve to the right having a radius of 1025.00 feet and a chord bearing of South 53° 45' 00" West a distance of 480.58 feet, for an arc length of 485.10 feet; THENCE North 22° 41' 31" West a distance of 50.00 feet; THENCE North 07° 39' 47" West a distance of 335.52 feet; THENCE North 37° 19' 12" West a distance of 299.48 feet; THENCE North 52° 40' 48" East a distance of 120.00 feet; THENCE North 52° 40' 48" East a distance of 50.00 feet; THENCE South 37° 19' 12" East a distance of 9.23 feet; THENCE North 52° 40' 48" East a distance of 92.63 feet; THENCE North 41° 00' 20" East a distance of 214.53 feet; THENCE North 44° 12' 40" East a distance of 446.09 feet; THENCE North 45° 47' 20" West a distance of 15.34 feet; THENCE North 44° 12' 40" East a distance of 50.00 feet; THENCE North 44° 12' 40" East a distance of 180.00 feet; THENCE South 45° 47' 20" East a distance of 382.75 feet; THENCE South 83° 46' 55" East a distance of 50.00 feet; THENCE along a curve to the right having a radius of 1020.00 feet and a chord bearing of South 23° 12' 18" West a distance of 595.99 feet, for an arc length of 604.82 feet; THENCE South 40° 11' 31" West a distance of 226.23 feet; THENCE South 04° 48' 29" East a distance of 35.36 feet; THENCE South 49° 48' 29" East a distance of 87.34 feet; THENCE along a curve to the left having a radius of 375.00 feet and a chord bearing of South 67° 47' 47" East a distance of 231.62 feet, for an arc length of 235.47 feet; THENCE South 85° 47' 05" East a distance of 223.39 feet; THENCE along a curve to the left having a radius of 465.00 feet and a chord bearing of North 74° 19' 38" East a distance of 316.37 feet; for an arc length of 322.81 feet; THENCE along a curve to the right having a radius of 172.00 feet and a chord bearing of North 72° 05' 16" East a distance of 104.29 feet, for an arc length of 105.96 feet; THENCE North 89° 44' 12" East a distance of 34.97 feet; THENCE North 44° 44' 12" East a distance of 35.36 feet; THENCE North 89° 44' 12" East a distance of 50.00 feet; THENCE South 00° 15' 48" East a distance of 160.96 feet to the POINT OF BEGINNING, said described tract containing 19.2265 acres, more or less.

The foregoing property is otherwise known and described as all of the real property included in the Final Plat of The Grove South, Phase 1, filed on May 9, 2011, and recorded in Book 69 Plats, at Page 8, *et seq.*, in the Office of the County Clerk of Oklahoma County, State of Oklahoma.

EXHIBIT A-3
to the
EIGHTH AMENDMENT OF THE DECLARATION

Legal Description of The Grove South, Phase 2

A tract of land in the Southeast Quarter (SE/4) and the Southwest Quarter (SW/4) of Section Twenty-five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast Corner of said Southeast Quarter; THENCE South 89° 46' 02" West along the south line of said Southeast Quarter a distance of 1495.00 feet to the POINT OF BEGINNING; Thence South 89° 46' 02" West for a distance of 150.00 feet; Thence North 00° 13' 58" West for a distance of 50.00 feet; Thence North 44° 46' 02" East for a distance of 35.36 feet; Thence North 00° 13' 58" West for a distance of 74.26 feet to the beginning of a curve; Thence northeasterly along a curve to the left having a radius of 1010.00 feet, and a chord bearing of North 07° 45' 43" West for a distance of 264.68 feet, for an arc length of 265.44 feet; Thence North 15° 17' 27" West for a distance of 187.45 feet; Thence North 58° 32' 37" West for a distance of 36.42 feet to point on a curve; Thence westerly along a curve to the right having a radius of 1025.00 feet, and a chord bearing of South 85° 02' 27" West for a distance of 219.20 feet, for an arc length of 219.62 feet; Thence North 88° 49' 15" West for a distance of 176.52 feet to a point on a curve; Thence westerly along a curve to the right having a radius of 575.00 feet, and a chord bearing of North 80° 21' 54" West for a distance of 169.10 feet, for an arc length of 169.72 feet; Thence North 18° 05' 27" East for a distance of 50.00 feet; Thence North 37° 18' 18" West for a distance of 727.57 feet; Thence North 52° 40' 48" East for a distance of 123.18 feet to a point on a curve; Thence northwesterly along a curve to the right having a radius of 125.00 feet, and a chord bearing of North 49° 23' 19" West for a distance of 3.22 feet, for an arc length of 3.22 feet; Thence North 41° 20' 59" East for a distance of 50.00 feet; Thence North 52° 40' 48" East for a distance of 308.54 feet; Thence South 37° 19' 12" East for a distance of 325.94 feet; Thence North 52° 40' 48" East for a distance of 170.00 feet; Thence South 37° 19' 12" East for a distance of 4.96 feet; Thence North 52° 40' 48" East for a distance of 120.00 feet; Thence South 37° 19' 12" East for a distance of 521.15 feet; Thence South 07° 39' 47" East for a distance of 335.52 feet; Thence South 22° 41' 31" East for a distance of 50.00 feet to a point on a curve; Thence southwesterly along a curve to the right having a radius of 1025.00 feet, and a chord bearing of South 68° 54' 43" West for a distance of 57.37 feet, for an arc length of 57.38 feet; Thence South 27° 57' 42" West for a distance of 36.42 feet; Thence South 15° 17' 27" East for a distance of 187.45 feet to a point on a curve; Thence southeasterly along a curve to the right having a radius of 1110.00 feet, and a chord bearing of South 07° 45' 43" East for a distance of 290.89 feet, for an arc length of 291.72 feet; Thence South 00° 13' 58" East for a distance of 74.26 feet; Thence South 45° 13' 58" East for a distance of 35.36 feet; Thence South 00° 13' 58" East a distance of 50.00 feet to the POINT OF BEGINNING, said described tract containing 17.6729 acres, more or less.

The foregoing property is otherwise known and described as all of the real property included in the Final Plat of The Grove South, Phase 2, filed on August 4, 2011, and recorded in Book 69 Plats, at Page 33, *et seq.*, in the Office of the County Clerk of Oklahoma County, State of Oklahoma.

EXHIBIT B-1
to the
EIGHTH AMENDMENT OF THE DECLARATION

Legal Description of The Grove, Phase IV

A part of the Northeast Quarter (NE/4) of Section Twenty-Five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, City of Oklahoma City, County of Oklahoma, Oklahoma and being more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter (NE/4); thence South 89°15'52" West along the north line of said Northeast Quarter a distance of 1,834.67 feet; Thence South 00°44'08" East a distance of 735.76 feet to the **POINT OF BEGINNING**, said point being the Northeast Corner of Lot 8, Block 6 of The Grove, Phase 2, an addition to the City of Oklahoma City; Thence North 54° 04' 40" East a distance of 216.17 feet; Thence along a curve to the right, having a radius of 475.00 feet and a chord bearing of North 64° 40' 33" East a distance of 174.72 feet, a distance of 175.72 feet; Thence South 24° 27' 28" West a distance of 69.30 feet; Thence South 05° 27' 55" West a distance of 27.67 feet; Thence South 07° 04' 29" East a distance of 50.58 feet; Thence South 03° 19' 13" East a distance of 79.09 feet; Thence South 01° 58' 23" West a distance of 50.66 feet; Thence South 15° 04' 47" East a distance of 60.93 feet; Thence South 35° 50' 08" East a distance of 120.01 feet; Thence South 52° 31' 39" East a distance of 67.82 feet; Thence South 32° 07' 58" East a distance of 53.87 feet; Thence South 25° 49' 21" East a distance of 42.72 feet; Thence South 29° 58' 33" East a distance of 75.00 feet; Thence South 10° 58' 07" East a distance of 92.16 feet; Thence South 29° 10' 35" East a distance of 27.38 feet; Thence South 27° 18' 38" West a distance of 78.48 feet; Thence South 00° 52' 25" West a distance of 31.73 feet; Thence South 35° 50' 08" East a distance of 29.68 feet; Thence South 35° 50' 08" East a distance of 313.32 feet; Thence South 36° 24' 55" East a distance of 170.67 feet; Thence South 52° 16' 43" West a distance of 210.89 feet; Thence South 68° 09' 33" West a distance of 847.32 feet; Thence North 45° 22' 28" West a distance of 875.42 feet; Thence North 10° 53' 13" East a distance of 188.81 feet; Thence North 62° 13' 32" East a distance of 268.67 feet; Thence North 46° 20' 06" East a distance of 436.99 feet; Thence North 54° 04' 40" East a distance of 279.89 feet; Thence North 35° 50' 08" West a distance of 122.50 feet to the **POINT OF BEGINNING**. Said Described tract contains 1,354,859.17 square feet or 31.1033 acres, more or less.

The foregoing property is otherwise known and described as all of the real property included in the Final Plat of The Grove, Phase IV, filed on May 21, 2013, and recorded in Book 70 Plats, at Page 84, *et. seq.*, in the Office of the County Clerk of Oklahoma County, State of Oklahoma.

EXHIBIT B-2
to the
EIGHTH AMENDMENT OF THE DECLARATION

Legal Description of The Grove, Phase V

A part of the Northwest Quarter (NW/4) of Section Twenty-Five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, City of Oklahoma City, County of Oklahoma, Oklahoma and being more particularly described as follows:

Commencing at the Northwest corner of said Northwest (NW/4); Thence North 89°16'35" East along the north line of said Northwest Quarter a distance of 1217.32 feet; Thence South 00°43'25" East a distance of 491.47 feet to the **POINT OF BEGINNING**,

Thence, S 00° 43' 25" E a distance of 25.23 feet; Thence North 63° 54' 56" East a distance of 246.72 feet; Thence South 45° 48' 16" East a distance of 225.15 feet; Thence North 89° 16' 35" East a distance of 778.77 feet; Thence along a curve to the right having a radius of 295.00 feet and a chord bearing of South 01° 37' 08" West a distance of 111.39 feet, for an arc length of 112.06 feet; Thence along a curve to the left having a radius of 1030.00 feet and a chord bearing of South 06° 59' 34" West a distance of 197.76 feet, for an arc length of 198.07 feet; Thence South 44° 44' 43" West a distance of 35.99 feet; Thence South 01° 17' 52" East a distance of 50.00 feet; Thence along a curve to the left having a radius of 775.00 feet and a chord bearing of South 84° 18' 15" West a distance of 118.87 feet, for an arc length of 118.98 feet; Thence South 31° 50' 45" West a distance of 32.41 feet; Thence South 20° 39' 40" East a distance of 0.39 feet; Thence South 69° 17' 40" West a distance of 62.48 feet; Thence North 45° 48' 16" West a distance of 77.44 feet; Thence South 44° 11' 44" West a distance of 60.00 feet; Thence South 68° 32' 40" West a distance of 648.50 feet; Thence South 75° 40' 07" West a distance of 120.75 feet; Thence North 27° 44' 05" West a distance of 175.08 feet; Thence South 70° 25' 12" West a distance of 68.29 feet; Thence North 88° 15' 49" West a distance of 332.83 feet; Thence North 46° 26' 09" West a distance of 155.80 feet; Thence North 35° 11' 39" East a distance of 205.62 feet; Thence North 51° 52' 53" East a distance of 129.67 feet; Thence North 45° 40' 04" East a distance of 40.63 feet; Thence North 32° 40' 28" East a distance of 282.53 feet; Thence North 89° 16' 35" East a distance of 90.27 feet to the **POINT OF BEGINNING**. Said described tract contains 827,534.13 square feet or 18.9976 acres, more or less.

The foregoing property is otherwise known and described as all of the real property included in the Final Plat of The Grove, Phase V, filed on December 12, 2012, and recorded in Book 70 Plats, at Page 38, *et seq.*, in the Office of the County Clerk of Oklahoma County, State of Oklahoma.

EXHIBIT C-1
to the
EIGHTH AMENDMENT OF THE DECLARATION

Legal Description of The Grove, Phase VI

A tract of land being a part of the Northeast Quarter (NE/4) and Southeast Quarter (SE/4) of Section Twenty-five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, and being a portion of Common Area "G" as shown on the plat THE GROVE, PHASE III recorded in Book 69 plats, Page 12, being more particularly described as follows:

Commencing at the Northeast (NE) Corner of said Northeast Quarter (NE/4);
THENCE South 00°15'55" East, along and with the East line of said Northeast Quarter (NE/4), a distance of 1,397.50 feet to the Southeast (SE) Corner of THE GROVE PHASE I recorded in Book 65 of plats, Page 42, said point being the **POINT OF BEGINNING**;

THENCE continuing South 00°15'55" East along and with the East line of said Northeast Quarter (NE/4), a distance of 1,261.55 feet to the Southeast (SE) Corner of said Northeast Quarter (NE/4);

THENCE South 00°15'48" East, along and with the East line of said Southeast Quarter (SE/4), a distance of 620.79 feet;

THENCE North 36°22'35" West, departing said East line, a distance of 600.55 feet;

THENCE South 85°51'02" West, a distance of 312.03 feet;

THENCE South 87°39'58" West, a distance of 50.00 feet;

THENCE on a non-tangent curve to the right, having a radius of 1,125.00 feet, a chord bearing of North 01°23'49" West, a chord length of 36.80 feet and an arc length of 36.80 feet;

THENCE North 82°59'36" West, a distance of 122.00 feet;

THENCE North 64°00'44" West, a distance of 175.60 feet;

THENCE North 42°45'56" West, a distance of 199.61 feet;

THENCE North 18°25'24" West, a distance of 214.60 feet;

THENCE North 05°50'44" West, a distance of 176.85 feet;

THENCE North 00°58'38" East, a distance of 215.49 feet to a point on the South line of THE GROVE PHASE IV recorded in Book 70 plats, Page 84;

THENCE along and with the South line of THE GROVE PHASE IV the following two (2) calls:

1. North 68°09'33" East, a distance of 42.81 feet;
2. North 52°16'43" East, a distance of 210.89 feet to a point on the South line of THE GROVE, PHASE III recorded in Book 69 plats, Page 12;

THENCE along and with the South line of THE GROVE, PHASE III the following six (6) calls:

1. South 36°24'55" East, a distance of 9.32 feet;
2. North 52°05'15" East, a distance of 151.72 feet;
3. South 37°54'45" East, a distance of 63.60 feet;
4. South 60°28'41" East, a distance of 121.59 feet;
5. South 76°08'40" East, a distance of 110.00 feet;
6. North 89°44'05" East, a distance of 125.72 feet;

THENCE North 00°15'55" West, along and with the East line extended of THE GROVE, PHASE III, a distance of 444.86 feet to a point on the South line of THE GROVE PHASE I recorded in Book 65 plats, Page 42, said point being the Southeast (SE) corner of Lot Twelve (12) Block Four (4) of said THE GROVE PHASE I;

THENCE along and with the South line of THE GROVE PHASE I the following six (6) calls:

1. North 89°44'05" East, a distance of 50.00 feet;
2. North 00°15'55" West, a distance of 3.74 feet;
3. North 44°44'05" East, a distance of 48.79 feet;
4. North 89°44'05" East, a distance of 166.45 feet;
5. on a curve to the right, having a radius of 139.50 feet, a chord bearing of South 79°41'17" East, a chord length of 51.21 feet and an arc length of 51.50 feet;
6. on a reverse curve to the left, having a radius of 260.50 feet, a chord bearing of South 79°41'17" East, a chord length of 95.63 feet and an arc length of 96.18 feet;
7. North 89°44'05" East, a distance of 103.82 feet to the **POINT OF BEGINNING**.

Containing 1,411,714 square feet or 32.4085 acres, more or less.

Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plane North Zone NAD83)

The foregoing property is otherwise known and described as all of the real property included in the Final Plat of The Grove, Phase VI, filed on August 14, 2014, and recorded in Book 72 Plats, at Page 14, *et. seq.*, in the Office of the County Clerk of Oklahoma County, State of Oklahoma.

EXHIBIT C-2
to the
EIGHTH AMENDMENT OF THE DECLARATION

Legal Description of The Grove South, Phase 3

A tract of land in the Southeast Quarter (SE/4) of Section Twenty-five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast Corner of said Southeast Quarter; Thence North 00° 15' 48" West along the east line of said Southeast Quarter a distance of 1045.44 feet; Thence South 89° 44' 12" West a distance of 50.00 feet to the **POINT OF BEGINNING**, said point being on the west right-of-way line of N. May Avenue;

Thence South 44° 44' 12" West a distance of 35.36 feet; Thence South 89° 44' 12" West a distance of 34.97 feet; Thence along a curve to the left, (having a radius of 172.00 feet, and a chord bearing of South 72° 05' 16" West a distance of 104.29 feet) an arc distance of 105.96 feet; Thence along a curve to the right, (having a radius of 465.00 feet, and a chord bearing of South 74° 19' 38" West a distance of 316.37 feet) an arc distance of 322.81 feet; Thence North 85° 47' 05" West a distance of 223.39 feet; Thence along a curve to the right, (having a radius of 375.00 feet, and a chord bearing of North 67° 47' 47" West a distance of 231.62 feet) an arc distance of 235.47 feet; Thence North 49° 48' 29" West a distance of 87.34 feet; Thence North 04° 48' 29" West a distance of 35.36 feet; Thence North 40° 11' 31" East a distance of 226.23 feet; Thence along a curve to the left, (having a radius of 1020.00 feet, and a chord bearing of North 23° 12' 18" East a distance of 595.99 feet) an arc distance of 604.82 feet; Thence North 83° 46' 55" West a distance of 50.00 feet; Thence North 45° 47' 20" West a distance of 382.75 feet; Thence North 45° 47' 20" West a distance of 107.66 feet; Thence North 44° 12' 40" East a distance of 74.53 feet; Thence North 14° 20' 45" East a distance of 94.50 feet; Thence North 17° 13' 51" West a distance of 114.59 feet; Thence North 18° 57' 44" East a distance of 167.99 feet; Thence South 64° 34' 54" East a distance of 55.11 feet; Thence South 82° 26' 30" East a distance of 173.91 feet; Thence North 89° 27' 16" East a distance of 50.00 feet; Thence along a curve to the left, (having a radius of 1075.00 feet, and a chord bearing of South 01° 26' 23" East a distance of 33.56 feet) an arc distance of 33.56 feet; Thence North 85° 51' 02" East a distance of 312.03 feet; Thence South 36° 22' 35" East a distance of 515.71 feet; Thence South 00° 15' 48" East a distance of 1061.76 feet to the **POINT OF BEGINNING**. Said described tract contains 1,219,240.24 square feet, or 27.9899 acres, more or less.

The foregoing property is otherwise known and described as all of the real property included in the Final Plat of The Grove South, Phase 3, filed on February 25, 2014, and recorded in Book 71 Plats, at Page 49, *et. seq.*, in the Office of the County Clerk of Oklahoma County, State of Oklahoma.

EXHIBIT C-3
to the
EIGHTH AMENDMENT OF THE DECLARATION

Legal Description of The Grove South, Phase 4

A tract of land in the Southeast Quarter (SE/4) and the Southwest Quarter (SW/4) of Section Twenty-five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast Corner of said Southwest Quarter; Thence North 00° 12' 36" West along the east line of said Southwest Quarter a distance of 1109.18 feet; Thence South 89° 47' 24" West a distance of 38.64 feet to the **POINT OF BEGINNING**;

Thence North 39° 35' 20" West a distance of 436.70 feet; Thence North 36° 07' 10" West a distance of 965.31 feet; Thence North 60° 41' 53" East a distance of 357.78 feet; Thence South 37° 19' 12" East a distance of 746.50 feet; Thence North 52° 40' 48" East a distance of 95.00 feet; Thence North 07° 40' 48" East a distance of 35.36 feet; Thence North 52° 40' 48" East a distance of 50.00 feet; Thence South 82° 19' 12" East a distance of 35.36 feet; Thence North 52° 40' 48" East a distance of 5.00 feet; Thence South 37° 19' 12" East a distance of 170.00 feet; Thence North 52° 40' 48" East a distance of 280.00 feet; Thence South 37° 19' 12" East a distance of 620.89 feet to the Northeast corner of Lot 20, Block 6, The Grove South Phase 2;

The next nine (9) courses are along the boundary of The Grove South Phase 2:

Thence South 52° 40' 48" West a distance of 120.00 feet; Thence North 37° 19' 12" West a distance of 4.96 feet; Thence South 52° 40' 48" West a distance of 170.00 feet; Thence North 37° 19' 12" West a distance of 325.94 feet; Thence South 52° 40' 48" West a distance of 308.54 feet; Thence South 41° 20' 59" West a distance of 50.00 feet; Thence along a curve to the left, (having a radius of 125.00 feet, and a chord bearing of South 49° 23' 19" East a distance of 3.22 feet) an arc distance of 3.22 feet; Thence South 52° 40' 48" West a distance of 123.18 feet; Thence South 37° 18' 18" East a distance of 132.09 feet;

Thence South 52° 41' 42" West a distance of 67.11 feet to the **POINT OF BEGINNING**;

Said described tract contains 732,427.42 square or 16.8142 acres, more or less.

The foregoing property is otherwise known and described as all of the real property included in the Final Plat of The Grove South, Phase 4, filed on December 31, 2013, and recorded in Book 71 Plats, at Page 34, *et. seq.*, in the Office of the County Clerk of Oklahoma County, State of Oklahoma.

EXHIBIT D-1
to the
EIGHTH AMENDMENT OF THE DECLARATION

Legal Description of The Grove, Phase VII

A tract of land being a part of Northwest Quarter (NW/4) of Section Twenty-five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Northwest (NW) Corner of said Northwest Quarter (NW/4);

THENCE North 89°16'35" East, along and with the North line of said Northwest Quarter (NW/4), a distance of 2,321.90 feet;

THENCE South 00°43'25" East, departing said North line, a distance of 952.51 feet to a point on the West line of THE GROVE PHASE II recorded in Book 66 of plats, Page 73, said point being the Southeast (SE) Corner of THE GROVE PHASE V recorded in Book 70 of plats, Page 38, said point being the POINT OF BEGINNING;

THENCE along and with the West line of said plat THE GROVE PHASE II the following seven (7) calls:

1. South 47°20'27" East, a distance of 35.99 feet;
2. THENCE on a non-tangent curve to the left having a radius of 1,030.00 feet, a chord bearing of South 10°05'48" East, a chord length of 215.95 feet and an arc length of 216.35 feet;
3. South 16°06'50" East, a distance of 91.86 feet;
4. South 17°42'37" West, a distance of 41.54 feet;
5. on a non-tangent curve to the left having a radius of 110.00 feet, a chord bearing of South 28°02'21" West, a chord length of 64.21 feet and an arc length of 65.16 feet;
6. on a reverse curve to the right having a radius of 118.00 feet, a chord bearing of South 36°38'49" West, a chord length of 101.89 feet and an arc length of 105.36 feet;
7. South 27°46'28" East, a distance of 50.00 feet to a point on the North line of THE GROVE RECREATION CENTER recorded in Book 67 of plats, Page 97;

THENCE along and with the North line of said plat THE GROVE RECREATION CENTER the following two (2) calls:

1. on a non-tangent curve to the left having a radius of 75.00 feet, a chord bearing of South 45°19'00" West, a chord length of 43.63 feet and an arc length of 44.27 feet;
2. South 28°24'29" West, a distance of 68.79 feet;

THENCE North 61°35'31" West, departing said North line, a distance of 50.00 feet;

THENCE on a non-tangent curve to the left having a radius of 125.00 feet, a chord bearing of South 25°09'06" West, a chord length of 14.20 feet and an arc length of 14.21 feet;

THENCE South 62°35'21" West, a distance of 238.53 feet;

THENCE South 68°32'40" West, a distance of 269.43 feet;

THENCE South 82°53'44" West, a distance of 161.38 feet;

THENCE South 68°32'40" West, a distance of 251.23 feet;

THENCE North 23°27'10" West, a distance of 233.87 feet;

THENCE North 20°07'23" West, a distance of 108.33 feet;

THENCE North 28°31'24" West, a distance of 165.50 feet;

THENCE North 25°41'04" East, a distance of 161.76 feet to a point on the extended South line of Common Area "H" as shown on said plat THE GROVE PHASE V;

THENCE North 75°40'07" East, along and with the extended South line of Common Area "H" as shown on said plat THE GROVE PHASE V, a distance of 212.02 feet;

THENCE continuing along and with the South line of said plat THE GROVE PHASE V the following seven (7) calls:

1. North 68°32'40" East, a distance of 648.50 feet;
2. North 44°11'44" East, a distance of 60.00 feet;
3. South 45°48'16" East, a distance of 77.44 feet;
4. North 69°17'40" East, a distance of 62.48 feet;
5. North 20°39'40" West, a distance of 0.39 feet;
6. North 31°50'45" East, a distance of 32.41 feet;
7. on a non-tangent curve to the right having a radius of 775.00 feet, a chord bearing of North 84°18'15" East, a chord length of 118.87 feet and an arc length of 118.98 feet to the POINT OF BEGINNING.

Containing 721,275 square feet or 16.5582 acres, more or less.

Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plane North Zone NAD83)

The foregoing property is otherwise known and described as all of the real property included in the Final Plat of The Grove, Phase VII, filed on March 23, 2015, and recorded in Book 72 Plats, at Page 99, *et seq.*, in the Office of the County Clerk of Oklahoma County, State of Oklahoma.

EXHIBIT D-2
to the
EIGHTH AMENDMENT OF THE DECLARATION

Legal Description of The Grove, Phase VIII

A tract of land being a part of the Southeast Quarter (SE/4) of Section Twenty-five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast (SE) Corner of said Southeast Quarter (SE/4);

THENCE South 89°46'02" West, along and with the South line of said Southeast Quarter (SE/4), a distance of 1,645.00 feet to the POINT OF BEGINNING;

THENCE continuing South 89°46'02" West, along and with the South line of said Southeast Quarter (SE/4), a distance of 137.96 feet;

THENCE North 39°35'49" West, departing said South line, a distance of 811.97 feet to a point on the extended South right-of-way line of Autumn Grove Drive as shown on the recorded plat THE GROVE SOUTH PHASE 2;

THENCE along and with the extended South right-of-way line and along and with the South right-of-way line of said Autumn Grove Drive the following nine (9) calls:

1. on a non-tangent curve to the left having a radius of 575.00 feet, a chord bearing of South 80°15'27" East, a chord length of 171.24 feet and an arc length of 171.88 feet;
2. South 88°49'15" East, a distance of 176.52 feet;
3. on a curve to the left having a radius of 1,025.00 feet, a chord bearing of North 85°02'27" East, a chord length of 219.20 feet and an arc length of 219.62 feet;
4. South 58°32'37" East, a distance of 36.42 feet;
5. South 15°17'27" East, a distance of 187.45 feet;
6. on a curve to the right having a radius of 1,010.00 feet, a chord bearing of South 07°45'43" East, a chord length of 264.68 feet and an arc length of 265.44 feet;
7. South 00°13'58" East, a distance of 74.26 feet;
8. South 44°46'02" West, a distance of 35.36 feet;
9. South 00°13'58" East, a distance of 50.00 feet to the POINT OF BEGINNING.

Containing 229,796 square feet or 5.2754 acres, more or less.

AND

A tract of land being a part of the Southeast Quarter (SE/4) of Section Twenty-five (25), Township Fourteen (14) North, Range Four (4) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast (SE) Corner of said Southeast Quarter (SE/4);

THENCE South $89^{\circ}46'02''$ West, along and with the South line of said Southeast Quarter (SE/4), a distance of 1,495.00 feet to a point on the East line of the recorded plat THE GROVE PHASE 2;

THENCE along and with the East line of THE GROVE SOUTH PHASE 2 the following eight (8) calls:

1. North $00^{\circ}13'58''$ West, a distance of 50.00 feet;
2. North $45^{\circ}13'58''$ West, a distance of 35.36 feet;
3. North $00^{\circ}13'58''$ West, a distance of 74.26 feet;
4. on a curve to the left having a radius of 1,110.00 feet, a chord bearing of North $04^{\circ}08'07''$ West, a chord length of 151.09 feet and an arc length of 151.21 feet to the POINT OF BEGINNING;
5. continuing on a curve to the left having a radius of 1,110.00 feet, a chord bearing of North $11^{\circ}39'52''$ West, a chord length of 140.42 feet and an arc length of 140.51 feet;
6. North $15^{\circ}17'27''$ West, a distance of 187.45 feet;
7. North $27^{\circ}57'42''$ East, a distance of 36.42 feet;
8. on a non-tangent curve to the left having a radius of 1,025.00 feet, a chord bearing of North $68^{\circ}54'43''$ East, a chord length of 57.37 feet and an arc length of 57.38 feet to a point on the South line of the recorded plat THE GROVE SOUTH PHASE 1;

THENCE along and with the South line of THE GROVE SOUTH PHASE 1 the following six (6) calls:

1. continuing along said curve to the left having a radius of 1,025.00 feet, a chord bearing of North $53^{\circ}45'00''$ East, a chord length of 480.58 feet and an arc length of 485.10 feet;
2. North $40^{\circ}11'31''$ East, a distance of 94.82 feet;
3. North $85^{\circ}11'31''$ East, a distance of 35.36 feet;
4. South $49^{\circ}48'29''$ East, a distance of 87.34 feet;
5. on a curve to the left having a radius of 425.00 feet, a chord bearing of South $67^{\circ}47'47''$ East, a chord length of 262.50 feet and an arc length of 266.86 feet;
6. South $85^{\circ}47'05''$ East, a distance of 101.28 feet;

THENCE South 00°15'48" East, departing said South line, a distance of 564.10 feet;

THENCE South 89°46'02" West, a distance of 890.12 feet to the POINT OF BEGINNING.

Containing 521,226 square feet or 11.9657 acres, more or less.

Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plane North Zone NAD83)

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