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**AMENDED AND FULLY RESTATED DECLARATION OF COVENANTS  
AND RESTRICTIONS OF THE GROVE ADDITION IN THE CITY OF  
OKLAHOMA CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA**

**THIS AMENDED AND FULLY RESTATED DECLARATION OF COVENANTS  
AND RESTRICTIONS OF THE GROVE ADDITION IN THE CITY OF OKLAHOMA  
CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA** ("Amended and Restated  
Declaration") is being made effective as of this 23 day of August, 2016 by CALIBER  
DEVELOPMENT COMPANY LLC, a Delaware limited liability company ("Declarant").

**RECITALS:**

A. Declarant hereby amends and completely restates in its entirety for all purposes that certain Declaration of Covenants and Restrictions of the Grove Addition originally 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"), 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"), 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"), 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 RE12437 at Page 169, *et seq.*, in the Office of the County Clerk of Oklahoma County, Oklahoma (the

“Seventh Amendment”), and as amended by that certain Eighth Amendment and Annexation to the Declaration of Covenants and Restrictions of The Grove Addition filed June 29, 2015, and recorded in Book RE12861 at Page 1744, *et seq.*, in the Office of the County Clerk of Oklahoma County, Oklahoma (the “Eighth Amendment”). The Original Declaration, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, and the Eighth Amendment, shall be collectively referred to herein as the “Original Declaration and Amendments”.

B. Pursuant to the provisions of Article X and Section 11.03 of the Original Declaration and Amendments, the Original Declaration and Amendments are being fully superseded, supplanted, completely amended and fully restated by virtue of the enactment and filing of this Amended and Restated Declaration such that hereafter this Amended and Restated Declaration, together with all Exhibits attached hereto which are, by this reference, made an integral part hereof for all purposes, shall be the sole source for the Covenants and Restrictions applicable to The Grove Addition for all purposes to be collectively referred to herein as the “Amended and Restated Declaration”.

C. Declarant is the owner of certain real property which, to date, has been platted as various additions to Oklahoma County, State of Oklahoma, consisting of the following platted additions:

1. The Grove, Phase I, recorded in Book 65 Plats at Page 42, *et seq.* (the complete legal description of which is set forth on **Exhibit A-1** attached hereto);
2. The Grove, Phase II, recorded in Book 66 Plats at Page 73, *et seq.* (the complete legal description of which is set forth on **Exhibit A-2** attached hereto);
3. The Grove, Phase III, recorded in Book 69 Plats at Page 12, *et seq.* (the complete legal description of which is set forth on **Exhibit A-3** attached hereto);
4. The Grove, Phase IV, recorded in Book 70 Plats at Page 84, *et seq.* (the complete legal description of which is set forth on **Exhibit A-4** attached hereto);
5. The Grove, Phase V, recorded in Book 70 Plats at Page 38, *et seq.* (the complete legal description of which is set forth on **Exhibit A-5** attached hereto);
6. The Grove, Phase VI, recorded in Book 72 Plats at Page 14, *et seq.* (the complete legal description of which is set forth on **Exhibit A-6** attached hereto);
7. The Grove, Phase VII, recorded in Book 72 Plats at Page 99, *et seq.* (the complete legal description of which is set forth on **Exhibit A-7** attached hereto);
8. The Grove, Phase VIII, recorded in Book 74 Plats at Page 42, *et seq.* (the complete legal description of which is set forth on **Exhibit A-8** attached hereto); and
9. The Grove, Phase IX, recorded in Book 74 Plats at Page 76, *et seq.* (the complete legal description of which is set forth on **Exhibit A-9** attached hereto).
10. The Grove South, Phase 1, recorded in Book 69 Plats at Page 8, *et seq.* (the complete legal description of which is set forth on **Exhibit A-10** attached hereto);

11. The Grove South, Phase 2, recorded in Book 69 Plats at Page 33, *et seq.* (the complete legal description of which is set forth on **Exhibit A-11** attached hereto);

12. The Grove South, Phase 3, recorded in Book 71 Plats at Page 49, *et seq.* (the complete legal description of which is set forth on **Exhibit A-12** attached hereto);

13. The Grove South, Phase 4, recorded in Book 71 Plats at Page 34, *et seq.* (the complete legal description of which is set forth on **Exhibit A-13** attached hereto);

The foregoing platted additions, plus any additional platted additions that are hereinafter annexed to this Amended and Restated Declaration, shall be collectively referred to herein as the “**Grove Addition Plats**”.

D. All of the Grove Addition Plats are designated as parts of the Grove Addition, a/k/a Meadowmont, as shown on that certain Planned Unit Development Number 1111 approved on November 1, 2005, by City of Oklahoma City, Oklahoma County, State of Oklahoma, and constitute a real estate development in accordance with the provisions of 60 Okla. Stat. §§ 851 to 855, as amended;

E. Declarant further certifies that it has caused the Grove Addition Plats to be surveyed into blocks, lots, streets and avenues, and has caused plats to be made of all 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 the said Grove Addition Plats so platted to be all of The Grove Addition, Oklahoma County, Oklahoma, as of this date, and has dedicated to public use all the streets and avenues within such Grove Addition Plats, and reserves easements for maintenance, installation and maintenance of utilities, and for drainage, within such Grove Addition Plats, as shown on the recorded plats thereof;

F. Declarant is creating a residential community with permanent open spaces, and other common facilities;

G. 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; making all of the Grove Addition Plats subject 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

H. Declarant has, for the foregoing purposes, incorporated 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 Grove Addition Plats 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 thereof, and which shall constitute covenants running with that 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, 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 Amended and Restated Declaration or any subsequent amendment or annexation hereto (unless the context shall so prohibit), shall have the following meanings:

Section 1.01 "*Amended and Restated Declaration*" shall mean this Amended and Fully Restated Declaration of Covenants and Restrictions of the Grove and the covenants and restrictions of this entire document, as the same may, from time-to-time, be amended, restated or otherwise modified relating to all or part of the Grove.

Section 1.02 "*Design Review Committee*" shall mean the committee created pursuant to Article VIII hereof.

Section 1.03 "*Architectural and Design Rules*" shall mean the Amended and Fully Restated Architectural and Design Rules adopted by the Design Review Committee, as the same may be amended, restated or otherwise modified from time-to-time, a true and correct copy of which are attached hereto as **Exhibit B**.

Section 1.04 "*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 1.05 "*Association*" shall mean The Grove Master Homeowners Association, Inc., an Oklahoma non-profit corporation, its successors and assigns, the mandatory homeowners association for the Grove Addition Plats and all other parcels of land annexed hereto.

Section 1.06 "*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 1.07 "*Association Documents*" shall include this Amended and Restated Declaration, the Amended and Restated By-Laws of the Association, Association Rules, the Association's Articles and Certificate of Incorporation, the Amended and Fully Restated Architectural and Design Rules, and all amendments and supplements of the aforesaid instruments.

Section 1.08 "*Board*" shall mean the Board of Directors of the Association.

Section 1.09 "*The Grove*" shall mean all real property (i.e., the Grove Addition Plats) which is subject to the Amended and Restated Declaration, which are more particularly described on the attached **Exhibit A**, and any subsequent amendments thereto, and any subsequent annexations of property into The Grove.

Section 1.10 “*By-Laws*” shall mean the Amended and Restated By-Laws of the Association, being adopted by the Association on the same date of this Amended and Restated Declaration, as the same may be hereafter amended, restated or otherwise modified from time-to-time an original, fully executed and notarized copy of which is attached as **Exhibit C** to this Amended and Restated Declaration.

Section 1.11 “*Common Areas*” shall mean those areas designated as such on the Grove Addition Plats as “*Common Areas*”, and the islands and medians in street rights-of-way, private drainage easements, landscaped areas along arterial streets, and the irrigation thereof.

Section 1.12 “*Declarant*” shall mean CALIBER DEVELOPMENT COMPANY LLC, a Delaware limited liability company, its successors and/or assigns.

Section 1.13 “*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 1.14 “*Lot*” shall mean any one of the parcels of real property designated as a Lot in the recorded Grove Addition Plats within The Grove, and shall not include the Common Areas. The ownership of each Lot shall include with it and have appurtenant a non-exclusive easement for the use and enjoyment of the Common Areas. 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 Amended and Restated Declaration, subsequently annexed Lots shall be treated in all respects as Lots under this Amended and Restated 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 Meadows Lots”, “The Old Stone Lots”, “The Orchard Lots” and “Whispering Willows Lots”.

- (a) 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.

The above-listed Lots under this subsection (a) are designated as *Bloom’s Terrace Lots*.

- (b) 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.

All of the above-listed Lots under this subsection (b) are designated as *The Orchard Lots*.

- (c) 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.

The above-listed Lots under this subsection (c) are designated as *Bloom's Terrace Lots*.

- (d) 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.

The above-listed Lots under this subsection (d) are designated as *The Orchard Lots*.

- (e) 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.

The above-listed Lots under this subsection (e) are designated as *The Old Stone Lots*.

- (f) 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); 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.

The above-listed Lots under this subsection (f) are designated as *Bloom's Terrace Lots*.

- (g) 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.

The above-listed Lots under this subsection (g) are designated as *The Old Stone Lots*.

- (h) 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.

All of the above-listed Lots under this subsection (h) are designated as *The Orchard Lots*.

- (i) The Grove, Phase IX; Block Twenty-five (25) Lots One (1) through Fifteen (15), inclusive; and

The Grove, Phase IX; Block Twenty-six (26) Lots One (1) through Fourteen (14), inclusive; and

The Grove, Phase IX; Block Twenty-seven (27) Lots One (1) through Twenty-seven (27), inclusive; and

The Grove, Phase IX; Block Twenty-eight (28) Lots One (1) through Twenty-five (25), inclusive; and

The Grove, Phase IX; Block Twenty-nine (29) Lots One (1) through Twelve (12), inclusive; and

The Grove, Phase IX; Block Thirty (30) Lots One (1) through Four (4), inclusive; and

The Grove, Phase IX; Block Thirty-one (31) Lots One (1) through Five (5), inclusive; and

The Grove, Phase IX; Block Thirty-two (32) Lots One (1) through Seven (7), inclusive; and

The Grove, Phase IX; Block Thirty-three (33) Lots One (1) through Nine (9), inclusive; and

The Grove, Phase IX; Block Thirty-four (34) Lots One (1) and Two (2), inclusive.

All of the above-listed Lots under this subsection (i) are designated as *The Meadows Lots*.

- (j) 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.

All of the above-listed Lots under this subsection (j) are designated as *The Meadows Lots*.

- (k) 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.

All of the above-listed Lots under this subsection (k) are designated as *The Whispering Willows Lots*.

- (l) 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.

All of the above-listed Lots under this subsection (l) are designated as *The Meadows Lots*.

- (m) 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.

All of the above-listed Lots under this subsection (m) are designated as *The Whispering Willows Lots*.

Section 1.15 “*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 1.16 “*Owner Guests*” shall collectively mean any family member (whether by blood, adoption or otherwise), guest, tenant, invitee, licensee or agent of an Owner.

Section 1.17 “*Property*” shall mean that certain real property which is the subject of each of the Grove Addition Plats.

Section 1.18 “*Project*” shall mean and refer to the entire Grove property, including all structures and improvements erected or to be erected thereon.

Section 1.19 “*Purchaser*” shall mean any person, trust or other legal entity, other than Declarant, who becomes an Owner within The Grove.

Section 1.20 “*Residence*” shall mean a building, house or unit used as a residence for a Single Family.

Section 1.21 “*Residential Use*” shall mean the occupation or use of a Residence in conformity with this Amended and Restated Declaration and the requirements imposed by applicable zoning laws or other state, county, or municipal rules and regulations.

Section 1.22 “*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 1.23 “*Grove Addition Plats*” shall mean each of the existing plats of The Grove Addition listed in Paragraph C of the Recitals, above, and legally described on **Exhibits A-1 through A-13**, attached hereto, together with any additional platted additions or real property as may, from time-to-time, be annexed to this Amended and Restated Declaration in accordance with the provisions of Article X, below.

Section 1.24 “*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 1.25 “*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 Amended and Restated 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 Amended and Restated 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 Amended and Restated Declaration, as hereafter further amended or modified from time-to-time. This Amended and Restated 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 Amended and Restated Declaration shall be deemed covenants running 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, at the time of its choosing, shall convey to The Grove Master Homeowners Association, Inc. all of the Common Areas in the Grove Addition Plats as shown by the respective recorded plat thereof, less and except all oil, gas and other minerals, and subject to this Amended and Restated Declaration, easements, restrictions, rights of way and zoning ordinances of record, and free and clear of all mortgages and liens. Declarant does hereby reserve and retain the right to cause the Association to reconvey by appropriate deed for no consideration to the Declarant any portion or all of any easement being utilized by an existing pipeline in the event the existing pipeline is removed, or is no longer utilized and/or the easement is otherwise effectively abandoned, which said right of the Declarant to cause such reconveyance by the Association to it shall be exercised by the Declarant in its sole and absolute discretion. In addition, Declarant does also hereby reserve and retain the right to cause, at Declarant’s sole election, the Association to reconvey to the Declarant, or for the Declarant to grant easements and other encumbrances thereon, all for no consideration to the Association, and for the Declarant to otherwise control any of said Common Areas, regardless of title, which do not have existing improvements located thereon, e.g., playground equipment, pools and recreational facilities, at any time and from time-to-time, until such time that Declarant no longer owns any Lots or any other property that could be added to the Project.

## ARTICLE III

### PROPERTY RIGHTS; MANDATORY ARBITRATION OF NON-MONETARY DISPUTES

Section 3.01 Owners’ Easements of Enjoyment. Every Owner has the right and easement of enjoyment in and to the entire Common Areas 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 Areas as provided in this Amended and Restated Declaration, the Certificate, the

Amended and Restated By-Laws, the Design Review Committee, and the Association Rules. Pursuant to Article X of this Amended and Restated Declaration, additional Lots may be annexed to the Grove. Upon annexation, every Owner of an annexed Lot shall have a non-exclusive easement right to the Common Areas provided for by this Amended and Restated Declaration. An Owner subject to the Amended and Restated By-Laws and Association Rules, may delegate his right of enjoyment of the Common Areas 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 Power and right of the Owner and any Owner Guest to use the Common Areas and the facilities situated upon the Common Areas for any period during which any assessment or fine against his/her Lot remains unpaid for a period not to exceed ninety (90) days for any infraction or breach of this Amended and Restated Declaration, the Certificate, the Amended and Restated 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 Areas 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 Areas 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.

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

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 Amended and Restated 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 Areas, 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 ground cover 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;

e. Improvement. Repair, maintain, reconstruct, replace, remove, refinish or complete all improvements constructed by Declarant for the benefit of the Association including, but not limited to, exterior or interior fences and walls (whether located on a common area or a platted Lot), center medians/islands, strips of land along section line roads and entrances including irrigation systems, entry walls and signage; and.

f. Other. Do any and all such other and further acts which the Association deems necessary to maintain, preserve and protect the Common Areas and the beauty thereof, in accordance with the general purposes specified in this Amended and Restated Declaration. The Association shall be the sole judge as to the appropriate maintenance, preservation and protection of all grounds within the Common Areas.

Section 3.04 Damage or Destruction of the Common Areas by Owners. In the event any part of the Common Areas 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 Amended and Restated Declaration for collection and enforcement of assessments.

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

Section 3.06 Regulation. The Association Board 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 Areas 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 Areas, and the Improvements located thereon, shall be in a substantially uniform manner and to uniform standards consistent with the intent of this Amended and Restated 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 Areas 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 Areas 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 Grove Addition Plats, site plan or any other document, the Declarant is not under any obligation whatsoever to make any improvements or provide utilities or other facilities. 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 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 Phase I, Lots 1 through 11 of Block 2 of The Grove Phase II, Lots 6 through 13 of Block 9 of The Grove Phase IV and Lots 22 through 30 of Block 12 of The Grove Phase V for purposes of constructing and maintaining a retaining wall at or near the rear property line of any or all of the above Lots 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 Areas or Common Element improvement under this Amended and Restated 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.

Section 3.12 Dispute Resolution Including Mandatory Arbitration. NON-MONETARY DISPUTES MUST BE RESOLVED THROUGH A MEDIATION PROCESS WHICH INCLUDES BINDING AND MANDATORY ARBITRATION. THIS PROCESS DOES NOT APPLY TO THE ASSOCIATION’S RIGHT AND RESPONSIBILITY TO COLLECT AMOUNTS OWED TO IT UNDER THE ASSOCIATION DOCUMENTS, TO INCLUDE, WITHOUT LIMITATION, THE COLLECTION OF ANY FINES OR ASSESSMENTS IMPOSED BY THE BOARD OR THE TEMPORARY SUSPENSION OF AN OWNER’S VOTING POWERS AND THE RIGHT OF AN OWNER OR OWNER GUEST TO USE THE COMMON AREAS AND FACILITIES LOCATED THEREON PURSUANT TO SECTION 5.05.

Any Owner, by acceptance of a deed to, or occupancy of, a Lot in the Subject Property, does hereby agree to mandatory dispute resolution including mandatory arbitration of any dispute between that Owner and the Association or any other Owner the subject of which is the violation or non-compliance with the terms of the Association Documents, any amendments or additions thereto. The terms and procedures to be followed are set forth in the Amended and Restated By-Laws of the Association, attached hereto as **Exhibit C**, and include using a Facilitator, Mediator and finally either mandatory mediation or mandatory and binding arbitration. Mandatory dispute resolution does not apply to the collection of the dues, assessments, fines and any interest or costs associated with the collection of these amounts, or to the temporary suspension of an owner's voting powers and right to use the Common Areas and facilities located thereon pursuant to Section 5.05, or any right of any Owner or the Association to seek injunctive relief as to any actions or inactions of another party that are violative of any of the Association Documents that might cause irreparable harm to the Association, the Project or the Common Areas.

#### 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 Areas) within The Grove covered by this Amended and Restated Declaration shall be as follows (any violation of these permitted uses and restrictions by an Owner may become subject to a Fine imposed on that Owner by the Board pursuant to Section 5.06, below, among other remedies that are available to the Board hereunder by reason of such violation(s):

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. Board of Directors shall be the sole arbiter of whether an activity shall be deemed a nuisance.

b. Maintenance of Lawns and Plantings. Each Owner of a Lot shall, at the Owner's expense, keep all shrubs, trees, grass, ground cover 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 shall not be liable for trespass for so doing), and the cost thereof shall be assessed to the Owner of the Lot under Article VII of this Amended and Restated Declaration.

c. Trees and Shrubs on Common Areas. No Owner shall remove, alter, injure, or interfere in any way with any shrubs, trees or plantings upon the Common Areas 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. 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 Areas, 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, snakes, 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. Only an entire Lot, together with all of 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 effect all necessary repairs and charge the cost of same to such Owner, as an assessment pursuant to Article VII, below.

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 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.

1. 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 Amended and Restated 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. One Political Sign per Lot not to exceed two (2) square and limited to a reasonable time period;
7. 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 Areas 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 Areas 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 Areas improvements. Overnight parking on the street should be limited and may be regulated by the appropriate adoption of a Rule as per the procedures set forth in Section 5.04.

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 Grove Addition Plats over and under the Common Areas 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 Board.

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 Areas, nothing contained in this Amended and Restated 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 Board may permanently use a portion of the Common Areas for such uses necessary or convenient to the maintenance of the Common Areas.

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 Amended and Restated 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 to be assessed to the Owner by the Board pursuant to Article VII, below.

y. Residential Lots; Copy of Leases. After the initial sale or transfer of a Lot or Lots by Declarant, all Lots, including all Residence thereon, shall thereafter be used and occupied only for single family residence purposes by the Owner, by the Owner's family, the Owner's guests, or the Owner's tenants; however, Lots, including all Residences thereon, shall not be rented by the Owners for any period less than thirty (30) days, to include, without limitation, short-term rentals of such Residences by the Owner's

participation in businesses such as Airbnb, or VRBO, or other similar types of vacation or short-term rental of residences; and further, any lease shall be in writing and shall be subject to the covenants and restrictions contained in this Amended and Restated Declaration. The Owner is responsible for delivering a copy of any lease on a Lot to the Association or the Declarant. Failure or refusal to deliver a copy of a lease to the Association or the Declarant after written notice to comply with this requirement shall be grounds for assessment of a Fine pursuant to Section 5.06, below, an action to recover damages or injunctive relief, or all of the foregoing, and for reimbursement of all attorney's fees incurred in connection therewith, which action shall be maintainable by the Board in the name of the Association on behalf of the Owners.

## 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, Amended and Restated By-Laws attached hereto as **Exhibit C** and this Amended and Restated Declaration. Neither the Certificate nor the Amended and Restated By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Amended and Restated Declaration.

Section 5.02 Board of Directors. The Association shall have a Board of Directors, as provided in this Amended and Restated Declaration. Any action taken pursuant to the rights, powers, and duties granted to the Association by the Amended and Restated Declaration, Certificate, Amended and Restated 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 only through its Board, and such officers as the Board may elect, or appoint, in accordance with the Amended and Restated Declaration, the Certificate, and the Amended and Restated By-Laws, as the same may hereafter 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 Amended and Restated Declaration, the Certificate or the Amended and Restated 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 Amended and Restated Declaration, the Certificate and Amended and Restated 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 Areas or other property owned by the Association, and all charges for water, electricity or other utility provided to the Common Areas.

b. Property Insurance. The Association may keep any Improvements in the Common Areas 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, directors and officers liability insurance and such other liability insurance as the Board 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 Areas 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, acting through the Board, may, from time-to-time, adopt, amend, repeal and enforce rules and regulations to be known as the "Association Rules;" which Association Rules may include the power and authority to adopt Fines for the enforcement of the matters contained within the Association Documents in addition to or in modification of those set forth in Section 5.06, below. The Association Rules may restrict and govern the use of any area by any Owner, or by any Owner Guest, and all matters governed by the Association Documents; provided however, that the Association Rules may not discriminate among Owners and shall not be inconsistent with this Amended and Restated Declaration, the Certificate or Amended and Restated 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 Amended and Restated Declaration.

Section 5.05 Enforcement of Rules. For each violation by an Owner or any Owner's Guest of the provisions of this Amended and Restated Declaration, the Certificate, the Amended and Restated By-Laws, the Architectural and Design Rules or the Association Rules, the Board may, subject to Owner's right to a hearing before the Board pursuant to Section 5.06B upon

fifteen (15) days' prior written notice, suspend an Owner's Voting Powers and the right of the Owner and any Owner Guest to use the Common Areas and the facilities situated upon the Common Areas for a period not to exceed 90 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 Amended and Restated Declaration for collection of assessments and/or any other relief authorized by applicable law.

Section 5.06A Fines. The Board shall have the right and power to impose a Fine of Fifty and No/100ths Dollars (\$50.00) per week upon any Owner who violates any of the provisions of this Amended and Restated Declaration or any of the Association Rules, to include, without limitation, the provisions of Section 4.01, above, after fifteen (15) days' prior written notice to the Owner specifying the violation or violations being committed by that Owner, if such violation(s) are not cured to the reasonable satisfaction of the Board in that said fifteen (15) day period of time. An additional \$50.00 Fine shall continue to be imposed and assessed by the Board on such Owner for each week or partial week occurring after the end of said notice period until such time as the Owner cures the violation(s) to the Board's reasonable satisfaction. Unpaid Fines can be enforced by the Association, acting through the Board, in the same manner and utilizing the same remedies that are available to the Association to enforce payment of assessments as set forth in Sections 7.09 and 7.10, below, but not Section 7.11.

Section 5.06B Due Process for Imposition of a Fine or Temporary Suspension of Owner's Rights. In order to afford due process to each Owner before any Fine pursuant to Section 5.06A or temporary suspension of an Owner's rights pursuant to Section 5.05, above (other than the imposition and enforcement of assessments on all Owners of the Grove Platted Addition or special assessments on any portion thereof), may be finally imposed by the Board, each Owner that is to be the subject of such Fine or temporary suspension shall have the right of a hearing before the Board of Directors *en banc* for the purpose of avoiding or mitigating any such Fine or temporary suspension imposed on that Owner; unless the Owner waives, in a writing delivered to the Board, the right to have such a hearing. The Owner shall be provided ten (10) days' prior written notice by the Board of the date of the hearing before the Board of Directors and the specific facts which provide the basis for the proposed imposition of such Fine or temporary suspension. At the hearing, unless the hearing has been waived by the Owner, the Association and the subject Owner may produce evidence and present witnesses to support their respective positions as they deem appropriate. The Board shall promptly resolve the dispute and announce its decision at the hearing or within three (3) Business Days thereafter. The decision of the Board on such matter after the hearing shall be final and binding on the Owner, the Association and all other parties affected thereby. The procedures set forth above and in Section 5.06C, below, shall not be applicable to the enactment and enforcement of Administrative Rules by the Association governing the use, maintenance and operation of the Common Areas. An

example of such an Administrative Rule would include, but not be limited to, hours of opening and closing of any privacy gates or Common Area facilities.

Section 5.06C Procedures for Adopting New Fines After Declarant Ceases to Own Any Lot in the Grove Addition. Commencing when Declarant no longer owns any Lot in any Grove Addition Plat and the transition to a Board elected by the Owners and not designated by the Declarant, or when and if the Declarant earlier relinquishes in writing its right and power to elect the Board of Directors hereunder, any proposed adoption by the Board of a new Association Rule that contains a new or modified Fine which is lienable under the enforcement provisions in Section 7.09 and 7.10, below, must be adopted pursuant to the following procedures:

a. Adoption of an Association Rule Incorporating a Fine. Written notice of any proposed adoption, modification or change of an Association Rule containing a Fine shall be given to the Owners. Said written notice shall provide at least five days notice of the meeting wherein the Board proposes to adopt the Fine and shall afford any Owner the opportunity to be heard in that regard. At the conclusion of the meeting the Board may adopt the Fine as published or make modifications prior to its final decision.

b. Notice. All Owners shall be afforded notice of any new Association Rule or Fine or modification of an existing Association Rule or Fine at least ten (10) days prior to the enforcement thereof. Notice may be given by first class mail to the Owners registered address or, if none, to the property address; or, at the option of the Board, notice may be posted on the Associations website clearly shown on the front or home page thereof (or with a link to the full text prominently shown) so long as the existence and address of said website is posted at each entrance of the Project. In the event the Board chooses to give notice by posting on the Association's website the enforcement of a new Association Rule or fine, or modification or change to an existing Association Rule or fine, shall not be made effective until thirty (30) days after its initial posting.

c. Additional Matters. The Board may expand, modify and adopt further Association Rules and procedures, which shall be stated in the Association Rules, for the adoption and imposition of a Rule containing a Fine as deemed necessary or desirable to fully comply with equitable notions of fairness and/or to enhance its ability to adopt, modify, change and enforce any Fine.

Section 5.07 Personal Liability. No member of the Board, or of any Committee of the Association, or any officers of the Association, or the manager, or any officer, employee or agent of 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 Declarant, the Board, the officers or any other representative or employee of the Association or the Declarant, or the Design Review Committee, or any other Committee, or any officer of the Association or the Declarant, provided that such person has, upon the basis of such information as may be possessed by him/her, acted in good faith, without willful misconduct.

Section 5.08 Association Website; Electronic Notices, Mailings, Quorum and Voting. The Association is permitted to give any of the notices or mailings required herein or in the Bylaws by posting the same to the Association website and sending the notice or information by

electronic means such as email. The Association is further permitted to establish a quorum and take votes electronically on its website. In order for the Association to utilize the procedures set forth in this section the website must meet the following criteria, to-wit:

a. The website address must be prominently displayed by signs posted at all entrances to the neighborhood and/or by any other means reasonably insured to inform homeowners and other interested parties of the existence and purpose of the website.

b. The website must require verifiable registration of owners which registration shall be password protected in order to insure identification of the person or persons receiving notice and voting on Association issues.

c. The website must be regularly maintained under contract with an individual or entity experienced or in the business of the creation and maintenance of commercial websites.

d. The website must provide an alternative means of receiving notice, voting or otherwise participating in Association business without having to utilize an email address.

An Owner, by written notice to the Board, may opt out of the above notice and voting provisions. Said notice to opt out must be given annually to the Board. The Board may adopt Rules assessing owners who opt out of electronic notices a separate fee which shall be in an amount calculated to cover the actual cost of mailing written notices and other communications.

## 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; Declarant Right to Appoint. Regardless of Declarant's voting power described in Section 6.03, so long as the Declarant owns one or more Lots or any other property that could be added to the Project, the Declarant shall be entitled to appoint all members of the Board of Directors, who need not be Lot Owners. If Declarant elects to appoint all members of the Board of Directors, no meeting of the Board solely for that purpose shall be necessary as provided in Section 6.04, below.

Once Declarant no longer owns Lots or other land it intends to annex to The Grove then, within sixty (60) days of the conveyance of the last Lot owned by Declarant, the Association shall elect its first homeowner controlled Board of Directors. The homeowner controlled Board of Directors shall have between three (3) and seven (7) Directors as determined by the Members in attendance at said meeting.

Declarant may, at its sole option, choose to relinquish control of the Board of Directors earlier than stated herein.

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 ten (10) 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. Unless Declarant has decided to appoint all members of the Board of Directors without the necessity of a Board meeting pursuant to Section 6.02, above, in any election of the members of the Board by the Owners, one ballot shall be taken after all nominations have been received. Nominations shall be taken from the floor and need not be seconded. Subject to the provisions of Section 6.02, above, elections shall be conducted as set forth in the Bylaws.

Section 6.05 Rights of Members. Each member shall have such other rights, duties and obligations as set forth in the Certificate, Amended and Restated 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

### COVENANTS FOR MAINTENANCE ASSESSMENTS AND ENFORCEMENT OF FINES

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 therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such assessments and Fines as may become applicable to or imposed on their Lots, as provided below. Such assessments will commence once Declarant sells each Lot to a Purchaser and shall not be applicable to any Lots owned by Declarant. There is hereby created in favor of the Association the right to claim a lien for the amount of any such assessment and/or any unpaid Fines levied on an Owner, 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 unpaid Fines, or any other amount an Owner may be obligated to pay the Association under this Amended and Restated Declaration; which lien herein created may be enforced as a mortgage lien in accordance with applicable Oklahoma law.

Each such assessment, unpaid Fine(s), 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 to pay, Fine(s) related to such Lot. The personal obligation for delinquent assessments and unpaid Fine(s) 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 or the Fine(s) imposed by the Association on the Owner(s).

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 Areas, 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 Areas, 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 for all Lots subject to assessment. The current regular assessment for the calendar year 2016 shall be four hundred dollars (\$400.00) per Lot and will be paid annually in advance by January 31st. 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 Amended and Restated 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 Areas; 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 7.05A. Specific Assessments. Specific Assessments are not Fines and are not subject to the procedures contained in Section 5.06.

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 Amended and Restated Declaration; (b) cost incurred in bringing the Lot or Lots into compliance with the Amended and Restated Declaration, the Amended and Restated 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 Section 7.11. 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 Amended and Restated 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 Amended and Restated Declaration, Amended and Restated 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 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 Section 7.05A.

3. To the extent feasible, written notice shall be given to an Owner regarding violations of the Amended and Restated Declaration, Amended and Restated By-Laws or Architectural and Design Rules and such Owner shall have fifteen (15) 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) days after written notice of the amount thereof.

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 Board of Directors. Written notice of any meeting where a Quorum is required shall be sent to all Owners not less than ten (10) days nor more than thirty (30) days in advance of the meeting and shall specifically state the business to be transacted at that meeting. At the first meeting called, the presence at the meeting of Owners, or of proxies, entitled to cast fifty percent (50%) 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. AS LONG AS THE NOTICE SO STATES, THERE IS NO QUORUM REQUIREMENT AT ANY ANNUAL MEETING IF THE ONLY BUSINESS BEFORE THE MEMBERSHIP IS A VOTE FOR THE ELECTION OF DIRECTORS.

Section 7.07 Uniform Rate of Assessment; Exceptions. Except as may otherwise be specifically set forth herein, both regular 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 1<sup>st</sup> of each year. 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 or Fines; Remedies of the Association. Each Owner of any Lot shall be deemed to covenant and agree to the enforcement of the assessments or any Fines imposed on that Owner in the manner herein specified. If any assessment, or installment thereof, or any Fine, 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 or Fine 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, or unpaid Fine(s), whether by suit or otherwise, or to enforce compliance with or for specific performance of the terms and conditions of this Amended and Restated Declaration, or for any other purpose in connection with the breach of this Amended and Restated Declaration, the Certificate, Amended and Restated 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 Amended and Restated Declaration shall be compounded monthly and charged at an annual rate of eighteen percent (18%). In the event an assessment, or installment thereof, or any Fine, 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 Amended and Restated

Declaration, the Certificate, Amended and Restated 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 or unpaid Fine(s); 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 Amended and Restated 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 Fine(s) imposed upon, 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, Fine, 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 or unpaid Fine. 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 or unpaid Fine;
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 Amended and Restated 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 and/or unpaid Fine(s) 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 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 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 or Fine(s) 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.

Section 7.11 Specific Assessments; Liquidated Damages. An Owner's failure to comply with the provisions of the Amended and Restated Declaration, the Association Rules 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 Amended and Restated Declaration, the Association Rules 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 Amended and Restated Declaration, Association Rules and the

Architectural Design Rules, shall be in addition to, and cumulative of, its right to expend funds to cure any such violation pursuant to Section 7.05A.

## ARTICLE VIII

### ARCHITECTURAL AND DESIGN CONTROL

Declarant has prepared the attached Amended and Fully Restated Architectural and Design Rules, which shall apply to construction and landscaping activities within the Properties (hereinafter, the “**Architectural and Design Rules**”). The Architectural and Design Rules shall contain general provisions applicable to all of the Grove Project, as well as specific provisions which may vary from one portion of the Grove Project to another depending upon location, unique characteristics, intended use, and any other applicable zoning ordinances. The Architectural and Design Rules are intended to provide guidance to Owners regarding matters of particular concern in considering applications hereunder. The Architectural and Design Rules are not the exclusive basis for decisions of the Design Review Committee (“**DRC**”), and compliance with the Architectural and Design Rules does not guarantee approval of any application.

As long as it owns any portion of the Grove Project or has a right to annex any property, Declarant shall have sole authority to amend the Architectural and Design Rules from time-to-time in its discretion. Thereafter, the DRC shall have authority to amend the Architectural and Design Rules with the Board's consent. Amendments to the Architectural and Design Rules shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Architectural and Design Rules. Declarant is expressly authorized to amend the Architectural and Design Rules to remove requirements previously imposed or otherwise to make the Architectural and Design Rules more or less restrictive in whole or in part.

The Association shall make the then current Architectural and Design Rules available to Owners and Builders who seek to engage in development or construction within the Properties and all such Persons shall conduct their activities in accordance with such Architectural and Design Rules. In Declarant’s discretion, the Architectural and Design Rules may be recorded in the Official Records, in which event the recorded version as it may be amended from time-to-time, shall control in the event of any dispute as to which version of the Architectural and Design Rules was in effect at any particular time.

All structures and improvements constructed upon a Lot shall be constructed in strict compliance with the Architectural and Design Rules in effect at the time the plans for such improvements are submitted to the DRC, unless the DRC has granted a variance in writing. So long as the DRC has acted in good faith, its findings and conclusions with respect to appropriateness of, applicability of, or compliance with the Architectural and Design Rules and

this Amended and Restated Declaration shall be final and binding on Owners and all other parties.

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 three (3) 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 Amended and Restated 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 other property that could be added to the Project (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 other property that could be added to the Project 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 Amended and Restated Declaration. It shall be the duty of the Design Review Committee to issue variances from the Design Rules or Amended and Restated Declaration, in instances the Committee deems appropriate, and to carry out all other duties imposed upon it by the Amended and Restated 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 Amended and Restated Declaration, the Certificate, Amended and Restated 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 Areas 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 two (2) 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 Amended and Restated 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 Amended and Restated 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 Amended and Restated 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 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 Grove Addition Plats. 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 Areas 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 Amended and Restated Declaration or from the Architectural and Design Rules. All variances are required to be in writing and signed by at least two (2) 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 current Architectural and Design Rules are attached to this Amended and Restated Declaration to be effective from and after the date hereof and marked **Exhibit B**.

## 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. Declarant makes no warranties (express, 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 in the vicinity of The Grove, 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 Areas and shall be fully subject to all of the terms of this Amended and Restated Declaration. The right to Annex Additional Property is not dependent on Declarant owning property in The Grove but may be exercised after Declarant no longer owns any property in The Grove.

Section 10.02 Amendments Authorized. Such annexation shall be accomplished by Declarant filing an amendment to this Amended and Restated Declaration specifying the property that is annexed and thus becomes subject to this Amended and Restated Declaration. The amendment to this Amended and Restated Declaration by Declarant, and any incidental amendments to the Association's Certificate, Amended and Restated By-Laws and Rules shall be accomplished by Declarant at its expense. This Amended and Restated 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 Amended and Restated 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 fully subject to all provisions of this Amended and Restated Declaration, as so amended, and the Certificate, Amended and Restated 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 and added to the Grove Addition Plats.

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 Areas 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 Areas under this Amended and Restated 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 Amended and Restated Declaration by Declarant as contemplated herein; and agrees to cooperate in such incidental amendments to the Certificate, Amended and Restated 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, Amended and Restated 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 in the vicinity of The Grove 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 Areas 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 Areas.

## 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 Amended and Restated 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 Amended and Restated 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 Amended and Restated Declaration, and of the Certificate, Amended and Restated 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 Amended and Restated Declaration shall be covenants running with the land and shall bind the Property and each Owner hereof and inure to the benefit of each Owner and the Association from and after the date this Amended and Restated

Declaration is recorded. This Amended and Restated 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 that could be added to the Project; or, (b) once Declarant no longer owns any Lot or any other property that could be added to the Project, by the written consent of, or by the vote of, at least two-thirds (2/3) of the Voting Power of the Association. In the event of the latter type of amendment to the Amended and Restated Declaration, any such amendment to the Amended and Restated Declaration made in that manner 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, and then filed of record in the land records of the County Clerk, Oklahoma County, Oklahoma. Notwithstanding anything to the contrary in this Amended and Restated Declaration, the Declarant shall have the absolute right to unilaterally amend this Amended and Restated Declaration in any and all respects, 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 by the Declarant to the Amended and Restated Declaration must be signed by the Declarant and recorded in the land records of the County Clerk, Oklahoma County, Oklahoma.

Section 11.04 Violations and Nuisance. Every act or omission whereby any provision of this Amended and Restated 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 Amended and Restated 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 Amended and Restated Declaration and subject to any or all of the enforcement procedures set forth in said Amended and Restated Declaration.

Section 11.06 Remedies Cumulative. Each remedy provided by this Amended and Restated 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 Amended and Restated 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 Amended and Restated 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 Amended and Restated Declaration and any amendments thereof. In addition, each such Owner, by so doing, thereby acknowledges that this Amended and Restated 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 be covenants running with the land and shall 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 Amended and Restated 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 Amended and Restated 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 Amended and Restated 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 Amended and Restated Declaration.

Section 11.11 Descriptive Headings; Plural; Gender. Captions and headings contained in this Amended and Restated 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 Amended and Restated Declaration or of any portion thereof. Words used in this Amended and Restated 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 Amended and Restated 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 Amended and Restated 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 Amended and Restated Declaration are hereby incorporated by reference into this Amended and Restated Declaration and made a part of this Amended and Restated Declaration. Any reference in this

Amended and Restated Declaration shall mean the section number in this Amended and Restated Declaration unless otherwise expressly stated.

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

Section 11.13 City a Beneficiary. In order that the public interest may be protected, the City of Oklahoma City shall be a beneficiary of any of the covenants herein pertaining to location of uses and access. The City of Oklahoma City may enforce compliance therewith.

Section 11.14 Exhibits. The Exhibits referred to and attached to this Amended and Restated Declaration are deemed to be annexed to this Amended and Restated Declaration and, in effect, made a part hereof and an integral part of the Amended and Restated Declaration for all purposes as though fully set forth in the body of this Amended and Restated Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant above designated, has hereunto set its hand to this AMENDED AND FULLY RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS OF THE GROVE ADDITION IN THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA this 23 day of August, 2016.

**DECLARANT:**

CALIBER DEVELOPMENT COMPANY LLC,  
a Delaware Limited Liability Company

By: Matthew Austin  
Matthew Austin, 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 23 day of August 2016, personally appeared Matthew Austin, 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.



Suzanne Hilterbran  
Notary Public, State of Oklahoma  
My Commission Expires: 3/4/18  
Notary's Printed Name: Suzanne J Hilterbran

## EXHIBIT A-1

### 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 A-2

### 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 A-3

### 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-4

### 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 A-5

### 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 A-6

### 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 Areas "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 A-7

### 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 Areas "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 Areas "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 A-8

### 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°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°13'58" West, a distance of 50.00 feet;
2. North 45°13'58" West, a distance of 35.36 feet;
3. North 00°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°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°39'52" West, a chord length of 140.42 feet and an arc length of 140.51 feet;
6. North 15°17'27" West, a distance of 187.45 feet;
7. North 27°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°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°45'00" East, a chord length of 480.58 feet and an arc length of 485.10 feet;
2. North 40°11'31" East, a distance of 94.82 feet;
3. North 85°11'31" East, a distance of 35.36 feet;
4. South 49°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°47'47" East, a chord length of 262.50 feet and an arc length of 266.86 feet;
6. South 85°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)

The foregoing property is otherwise known and described as all of the real property included in the Final Plat of The Grove, Phase VIII, filed on April 13, 2016, and recorded in Book 74 Plats at Page 42, *et seq.*, in the Office of the County Clerk of Oklahoma County, State of Oklahoma.

## EXHIBIT A-9

### Legal Description of The Grove, Phase IX

A tract of land being a part of the Northeast Quarter (NE/4) and 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 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 2,336.63 feet;

THENCE South 89°44'05" West, departing said East line, a distance of 1,196.20 feet to a point on the West line of THE GROVE PHASE VI, said point being 7.74 feet North 18°25'24" West of the Southwest (SW) Corner of Lot Eleven (11) Block Sixteen (16) of said plat THE GROVE PHASE VI, said point being the POINT OF BEGINNING;

THENCE along and with the West line of said plat THE GROVE PHASE VI the following three (3) calls:

1. South 18°25'24" East, a distance of 214.60 feet;
2. South 42°45'56" East, a distance of 199.61 feet;
3. South 64°00'44" East, a distance of 177.14 feet to a point on the North line of THE GROVE SOUTH PHASE 3;

THENCE along and with the North and West line of said plat THE GROVE SOUTH PHASE 3 the following seven (7) calls:

1. North 82°26'30" West, a distance of 53.14 feet;
2. North 64°34'54" West, a distance of 55.11 feet;
3. South 18°57'44" West, a distance of 167.99 feet;
4. South 17°13'51" East, a distance of 114.59 feet;
5. South 14°20'45" West, a distance of 94.50 feet;
6. South 44°12'40" West, a distance of 74.53 feet;
7. South 45°47'20" East, a distance of 107.41 feet (107.66 feet record) to the Northernmost Corner of THE GROVE SOUTH PHASE 1;

THENCE along and with the Northwesterly line of said plat THE GROVE SOUTH PHASE 1 the following seven (7) calls:

1. South 44°12'40" West, a distance of 229.75 feet (230.00 feet record);
2. South 45°47'20" East, a distance of 15.34 feet;

3. South 44°12'40" West, a distance of 446.09 feet;
4. South 41°00'20" West, a distance of 214.53 feet;
5. South 52°40'48" West, a distance of 92.63 feet;
6. North 37°19'12" West, a distance of 9.23 feet;
7. South 52°40'48" West, a distance of 170.00 feet to the Westernmost Corner of said plat THE GROVE SOUTH PHASE 1, said point also lying on the Northeast line of THE GROVE SOUTH PHASE 2;

THENCE North 37°19'12" West, along and with the Northeast line of said plat THE GROVE SOUTH PHASE 2, a distance of 221.67 feet to the Easternmost Corner of THE GROVE SOUTH PHASE 4;

THENCE continuing North 37°19'12" West along and with the Northeast line of said plat THE GROVE SOUTH PHASE 4, a distance of 583.33 feet;

THENCE North 52°40'48" East, departing said Northeast line, a distance of 170.00 feet;

THENCE North 37°19'12" West, a distance of 38.44 feet;

THENCE North 03°26'44" East, a distance of 37.87 feet;

THENCE North 44°12'40" East, a distance of 647.65 feet;

THENCE South 45°47'20" East, a distance of 5.00 feet;

THENCE North 44°12'40" East, a distance of 179.74 feet;

THENCE North 45°47'20" West, a distance of 157.34 feet;

THENCE North 68°09'33" East, a distance of 391.88 feet;

THENCE North 72°11'31" East, a distance of 122.65 feet to the POINT OF BEGINNING.

Containing 1,208,509 square feet or 27.7435 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 IX, filed on August 3, 2016, and recorded in Book 74 Plats at Page 76, *et seq.*, in the Office of the County Clerk of Oklahoma County, State of Oklahoma.

## EXHIBIT A-10

### 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-11

### 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 A-12

### 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 A-13

### 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 B**  
to the  
**Amended and Fully Restated Declaration of Covenants and Restrictions  
of the Grove Addition**

**THE AMENDED AND FULLY 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 Amended and Fully Restated Declaration of Covenants and Restrictions of The Grove Addition in the City of Oklahoma City, Oklahoma County, State of Oklahoma (“Amended and Restated Declaration”). 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, Phase IX 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 Amended and Restated Declaration pursuant to Article X of the Amended and Restated Declaration, which is being filed in the Office of the County Clerk of Oklahoma County, State of Oklahoma, this same date. These Amended and Fully Restated Architectural and Design Rules are Exhibit B to the Amended and Restated Declaration. All terms capitalized and otherwise not specifically defined in these Rules shall have the meaning given to such terms in the Amended and Restated 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 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. There shall be a minimum of one (1) 3” caliper shade tree, one (1) 1½” caliper ornamental tree and ten (10) 3-gallon shrubs 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 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 Amended and Restated 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 post-tension foundation.
- 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. Model Homes may have sales offices in the garage, so long as they are converted back to a traditional garage before the Model Home is sold.
- 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 Amended and Restated 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 without the approval of the Design Review Committee. 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 Amended and Restated 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 Amended and Restated 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 Amended and Restated 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 the Amended and Restated 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. Flagpoles at Model Homes may exceed 20' and be lighted with permission from Design Review Committee.

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 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. 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. 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 DECLARANT FOR A CURRENT AND UPDATED COPY OF THE DESIGN REVIEW COMMITTEE’S AMENDED AND RESTATED ARCHITECTURAL AND DESIGN RULES**

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 Amended and Restated Declaration, the Design Review Committee hereby consents and adopts the above and foregoing Amended and Fully Restated Architectural and Design Rules effective as of the 23 day of August, 2016.



Matthew Austin, Member



Jared D. Tarver, Member



Julie Riggs, Member

**EXHIBIT 1 TO THE  
AMENDED AND RESTATED 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 Amended and Restated Declaration, as amended, and the Amended and Restated 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 Amended and Restated 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 THE  
AMENDED AND RESTATED 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.

**EXHIBIT C**  
to the  
**Amended And Fully Restated Declaration Of Covenants And  
Restrictions  
of the Grove Addition**

**AMENDED AND RESTATED BY-LAWS OF  
THE GROVE MASTER HOMEOWNERS ASSOCIATION, INC.**

The Original By-Laws of The Grove Master Homeowners Association, Inc., Exhibit "B" to the Original Declaration, are hereby fully amended and restated by the Board to read henceforth as follows:

**ARTICLE I  
NAME AND LOCATION**

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

**ARTICLE II  
PURPOSE AND PARTIES**

2.01 The administration of every Property described in the Grove Addition Plats and in the Amended and Restated Declaration of Covenants and Restrictions of The Grove Addition (and any annexations thereto) ("Amended and Restated Declaration"), to which these Amended and Restated By-Laws are attached as Exhibit C, shall be governed by these Amended and Restated By-Laws. All definitions and terms contained in said Amended and Restated Declaration 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 Grove Addition Plats in any manner are subject to these Amended and Restated By-Laws, the Articles of Incorporation of The Grove Master Homeowners Association, Inc., the Amended and Restated Declaration, the rules and regulations of the Homeowners Association, and all agreements and easements relating thereto (together "The Association Documents"). 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 the Association Documents, 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 or an occupant thereof shall automatically become a member of the Homeowners Association and be subject to these Amended and Restated By-Laws. Such membership shall terminate without any formal action by the Homeowners Association whenever such person ceases to own or occupy a Lot, but such termination shall not relieve

or release any such former Owner or occupant, 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, occupant or member arising out of or in any way connected with ownership, occupation 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 described 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. Meetings of the Homeowners Association shall be held on a date designated by the Declarant, and thereafter to be set 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 where the Amended and Restated Declaration, the Amended and Restated By-Laws or by applicable law a higher percentage vote is required. AS LONG AS THE NOTICE SO STATES, THERE IS NO QUORUM REQUIREMENT AT ANY ANNUAL MEETING IF THE ONLY BUSINESS BEFORE THE MEMBERSHIP IS A VOTE FOR THE ELECTION OF DIRECTORS.

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 ten (10) votes for each Lot in which it holds the interest required for membership by Section 6.01 of the Amended and

Restated Declaration. 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. Unless otherwise stated in the notice by the Board, 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; and
- (i) Adjournment.

#### **ARTICLE IV BOARD OF DIRECTORS: SELECTION, TERM OF OFFICE**

4.01 Number and Term of Directors. Prior to the transition to a homeowner controlled Board (“Member Controlled Board”), the Declarant shall appoint three (3) members of the Board of Directors who need not be Lot Owners. When the Declarant elects to transition the Board to a Member Controlled Board of Directors, the Board shall consist of between three (3) and seven (7) 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 directors who are appointed by the Declarant shall serve at the pleasure of the Declarant, unless and until they resign or are removed by the Declarant, until the transition to a Member Controlled Board of the Homeowners Association is implemented; thereafter, all directors shall be appointed, elected and removed according to these Amended and Restated By-Laws and the Amended and Restated Declaration.

Transition to a Member Controlled Board of Directors shall occur within sixty (60) days of the date upon which the Declarant does not own any Lots or any other property that could be added to the Project. Transition may occur earlier if the Declarant so notifies the Homeowners Association, in writing, to implement it.

4.02 Election of Board of Directors.

(a) Nominations. After the transition to a Member Controlled Board, 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.

(b) Voting. After the transition to a Member Controlled Board, the nominees receiving the highest number of votes shall be deemed elected to the Board.

4.03 Removal. After the transition to a Member Controlled Board, the entire Board (except for a Declarant controlled 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 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. 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 Board, when the directors 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 Grove Addition Plats and may do all such acts and things except as by law or by the Amended and Restated Declaration or by these Amended and Restated 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 Amended and Restated Declaration and these Amended and Restated 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 Amended and Restated Declaration, these Amended and Restated By-Laws and other instruments relating to the ownership, management and control of the Project;

(c) To adopt and publish rules and regulations, including fines, governing the use of the Common Elements and facilities and the personal conduct of the members and their guests

thereon, for violation of matters prohibited by the Association Documents, 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 Amended and Restated Declaration;

(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 Amended and Restated Declaration and these Amended and Restated By-Laws;

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

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

1. 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, and activities directly related to the conduct of Association matters;

2. 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;
3. 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. After the transition to a Member Controlled Board of Directors, the Board shall be prohibited from taking any of the following actions without consent of a majority of the Lot Owners:

(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 officers who are elected by the Board that is appointed by the Declarant as herein provided, the election of officers, after the transition to a Member Controlled Board, shall take place at the first meeting of the Member Controlled Board and each year thereafter following each annual meeting of the members.

7.03 Resignation and Removal. Any officer may be removed from office by the Declarant prior to the transition to a Member Controlled Board and, from and after the transition to a Member Controlled Board, 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 Declarant prior to the transition to a Member Controlled Board and, from and after the transition to a Member Controlled Board, 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 Amended and Restated 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 Amended and Restated 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 Amended and Restated 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 Amended and Restated Declaration, 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;  
FINES AND RULES FOR MANDATORY ARBITRATION**

9.01 Suspension of Rights; Fines. The Homeowners Association shall have no power to cause a forfeiture or permanent 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 Amended and Restated Declaration, these Amended and Restated 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 for failure of the Owner to pay assessments and fines levied by the Homeowners Association. Notwithstanding the foregoing, the Board shall have the power to impose reasonable monetary penalties, fines, temporary suspensions of an Owner's rights as member of the Homeowners Association or other appropriate discipline for failure to comply with any of the provisions of the Association Documents; 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 monetary penalties shall bear a reasonable relationship to the conduct for which the monetary penalty is imposed and may only be imposed prospectively.

9.02 Mandatory Dispute Resolution for Non-monetary Disputes. The Association and every Owner shall resort to a mandatory dispute resolution process in lieu of litigation for non-monetary violation(s) of the Association Documents. However, the Association shall not be required to resort to this dispute resolution process in the collection or assessment of any dues, fines, costs, assessments or other monetary items, or the temporary suspension of an Owner's rights as a member of the Homeowners Association for failure to comply with any provisions of the Association Documents. This Section 9.02 shall not be applicable to any action brought by the Association or the Owner seeking injunctive relief from the actions or inactions of the Association or the Owner that are in violation of the Association Documents. For the purposes of this paragraph Mandatory Dispute Resolution shall include the following procedures:

(a) Facilitator. When the Board believes an Owner is violating one or more provisions of the Association Documents the Board may employ an independent third-party to act as a "Facilitator". The Facilitator is authorized to contact both parties to the dispute and enter a written memorandum of the results of his or her attempt to settle the dispute including which party should pay the Facilitators fee, if any. If the Facilitator is not able to settle the dispute, after receipt of the written memorandum, a party may choose to proceed to mediation as described in paragraph (B) below. The Facilitator may be any individual including another Owner, if both parties agree. If the parties cannot agree, or if the Owner does not respond to the Board's request for a Facilitator, the Board shall employ an individual who holds themselves out as someone who regularly engages in dispute resolutions.

(b) Mediation. In the event a dispute is not settled after facilitation the parties shall participate in mediation in accordance with the Oklahoma Statutes Title 12, Chapter 37: Dispute Resolution Act, Section 1801-1806 and The District Court Mediation Act Chapter 38, Section 1821 - 1825. The parties shall share equally in the costs of the mediation. A list of qualified mediators shall be chosen by each party to the dispute and presented to the other party. In the event the parties cannot agree as to a mediator the facilitator shall choose the mediator.

(c) Binding Arbitration. In the event the parties are unable to settle the dispute through mediation, such dispute shall be settled by arbitration in accordance with (i) Oklahoma's Uniform Arbitration Act and (ii), if additional rules and procedures are necessary, the rules of the American Arbitration Association in effect at the time such arbitration is initiated. The mediator shall choose the Arbitrator and the hearing shall be held at a mutually convenient location in Oklahoma County or the County in which the property is located. The decision of the arbitrator shall be final and binding upon all Parties and shall be enforceable in any Court of competent jurisdiction. The prevailing party at such arbitration shall be awarded the costs of the arbitration, and the costs all of the filing fees and related administrative costs. Administrative and other costs of enforcing an arbitration award, including the costs of subpoenas, depositions, transcripts and the like, witness fees, payment of reasonable attorney's fees, and similar costs related to collecting an arbitrators award, will be added to, and become a part of, the amount due. Any questions involving the interpretation of this provision shall use the laws of Oklahoma. An arbitrator's decision may be entered in any jurisdiction in which the party has assets in order to collect any amounts due hereunder.

## **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 made available to each member of the Homeowners Association as follows:

(a) A pro forma operating statement (budget) for each fiscal year shall be prepared and adopted by the Board.

(b) 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.

(c) 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 a financial 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 Amended and Restated 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 Amended and Restated Declaration; provided, however, that each of the applicable 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 Amended and Restated By-Laws. Such modification or amendment shall not become operative unless set forth in an amendment to the Amended and Restated By-Laws duly executed and made a part of the corporate records of the Association.

11.02. Declarant's Right to Amend. Notwithstanding anything to the contrary in the Amended and Restated Declaration and/or in these Amended and Restated By-Laws, the Declarant shall have the absolute right to unilaterally amend these Amended and Restated By-Laws so long as the Declarant owns any Lot in The Grove or any other property that could be added to the Project. Any such amendment to the By-Laws must be signed by the Declarant and made a part of the corporate records of the Association.

## **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 Amended and Restated By-Laws and Association Documents and to all reasonable rules enacted pursuant thereto. 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 of the Declarant and the Homeowners Association shall be indemnified by the Homeowners Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him/her by judgment or settlement in connection with any proceeding to which he/she may be a party or in which he/she may become involved by reason of his being or having been a director or an officer of the Declarant or 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 Association Documents, including electronic notices. 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 Amended and Restated 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 Amended and Restated Declaration, these Amended and Restated By-Laws or any rule or regulation then in force, the inconsistency or conflict shall in every instance be controlled by the Amended and Restated 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, unless otherwise directed by the Board. 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, 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.

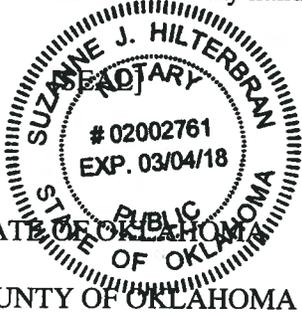
(c) Special Assessments. In addition to those assessments described in paragraph (a) above, special assessments may be made from time-to-time by the Board to meet other needs or to construct or establish facilities deemed of benefit to the Homeowners Association and the Owners by the Board or to overcome 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 \$50,000.00 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, or which are needed to fund deficit cash requirements needed for the Common Elements where and when such requirements exceed the aggregate regular and special assessments made for that purpose, as provided in Section 13.01(b), above.



STATE OF OKLAHOMA )  
 )  
 ) ss:  
COUNTY OF OKLAHOMA )

Before me, the undersigned, a Notary Public in and for said County and State, on this 23 day of August, 2016, personally appeared Jarod Tarver, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as a Director of The Grove Master Homeowners Association, Inc., a non-profit corporation, and acknowledged to me that he executed the same as his free and voluntary act and deed, as the free and voluntary act and deed of the 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.



Suzanne J. Hilterbran  
Notary Public, State of Oklahoma  
My Commission Expires: 3/4/18  
Notary's Printed Name: Suzanne J. Hilterbran

STATE OF OKLAHOMA )  
 )  
 ) ss:  
COUNTY OF OKLAHOMA )

Before me, the undersigned, a Notary Public in and for said County and State, on this 23 day of August, 2016, personally appeared Julie Riggs, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as a Director of The Grove Master Homeowners Association, Inc., a non-profit corporation, and acknowledged to me that she executed the same as her free and voluntary act and deed, as the free and voluntary act and deed of the 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.



Suzanne J. Hilterbran  
Notary Public, State of Oklahoma  
My Commission Expires: 3/4/18  
Notary's Printed Name: Suzanne J. Hilterbran

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Filing Fee: \$177.00

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