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State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

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

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

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

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

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

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

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

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

a. Bloom's Terrace Lots are designated as:

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

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

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

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

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

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

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

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

b. The Orchard Lots are designated as:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 7.05A. Specific Assessments.

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

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

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

CALIBER DEVELOPMENT COMPANY LLC,
a Delaware limited liability company

By: Matt Austin
Matt Austin, Vice President

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

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

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

(SEAL)

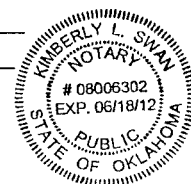


Exhibit 1

The Grove, Phase I

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

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

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

Exhibit 2

The Grove, Phase II

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

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

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

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

EXHIBIT "3"

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

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

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

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

II. Minimum Rules and Restrictions Applicable to All Lots.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature of Owner(s) _____ Date _____

Signature of Agent _____ Date _____

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

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

Date Received: _____ Reviewer: _____ Action taken: _____

Date Received: _____ Reviewer: _____ Action taken: _____

Date Received: _____ Reviewer: _____ Action taken: _____

EXHIBIT TO ARCHITECTURAL AND DESIGN RULES

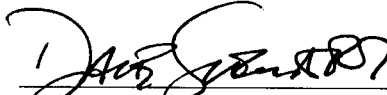
LANDSCAPE PLAN SUBMITTAL CHECKLIST

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

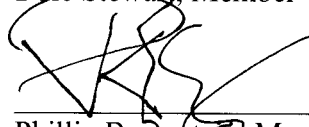
IN WITNESS WHEREOF, the undersigned, being at least a majority of the members of the Design Review Committee of The Grove Addition hereby certify that, pursuant to Article VIII of the Declaration, the Design Review Committee consented to and adopted the foregoing Second Amended and Restated Architectural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



Matt Austin, Member



Dale Stewart, Member



Phillip Braunstein, Member

Exhibit A-1

The Grove, Phase III

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

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

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

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

Exhibit A-2

The Grove South, Phase 1

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

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

Exhibit A-3

The Grove South, Phase 2

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

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

Schedule 7.05A

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

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