

WHEN RECORDED MAIL TO

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

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

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

**WITNESSETH:**

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

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

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

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

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

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

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

20/51

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## **ARTICLE A**

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

## **ARTICLE B**

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

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

## **ARTICLE C**

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

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

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

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

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

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

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

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

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

b. The Orchard Lots are designated as:

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

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

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

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

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

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

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

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

**ARTICLE D**

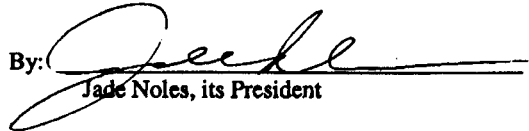
The Architectural and Design Rules at Exhibit "C" to the Declaration are amended replaced in their entirety with the First Amended and Restated Architectural and Design Rules attached hereto at Exhibit 3.

**ARTICLE E**

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

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

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

By:   
Jade Noles, its President

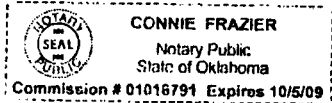
STATE OF OKLAHOMA    )  
                                  ) SS:  
COUNTY OF OKLAHOMA )

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

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

  
Notary Public

My Commission Expires:  
10-5-09



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

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

Dated: January 16, 2008



Chris Dunning, President

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

Dated: January 16, 2008



Russell Wantland, Secretary

**EXHIBIT "1"**

**THE GROVE, PHASE I**

**LEGAL DESCRIPTION**

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

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

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

and otherwise known as

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

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

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

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

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

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

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

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

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

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**EXHIBIT "2"**

**THE GROVE, PHASE II**

**LEGAL DESCRIPTION**

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

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



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

**EXHIBIT "3"**

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

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

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

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

**II. Minimum Rules and Restrictions Applicable to All Lots.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **III. Additional Rules and Restrictions Applicable to Farmington Lots.**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

Agent's Name: \_\_\_\_\_  
 Business Name: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Signature of Owner(s) \_\_\_\_\_ Date \_\_\_\_\_  
 Signature of Agent \_\_\_\_\_ Date \_\_\_\_\_

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

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

Date Received: \_\_\_\_\_ Reviewer: \_\_\_\_\_ Action taken: \_\_\_\_\_  
 Date Received: \_\_\_\_\_ Reviewer: \_\_\_\_\_ Action taken: \_\_\_\_\_  
 Date Received: \_\_\_\_\_ Reviewer: \_\_\_\_\_ Action taken: \_\_\_\_\_

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**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.


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

  
Jade Noles, Member

  
Chris Dunning, Member

  
Dale Stewart, Member

  
Josh Cromling, Member

  
Chad Reineke, Member