

Doc # 2009109655
Bk 11174
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DATE 08/14/09 16:17:58
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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

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

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

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

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

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

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

other governmental authority having jurisdiction over the Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

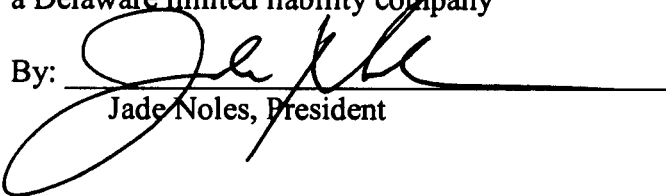
12. Terms capitalized and not otherwise defined in the Architectural and Design Rules attached to the Declaration, or as from time to time amended, shall have the meanings given them

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

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

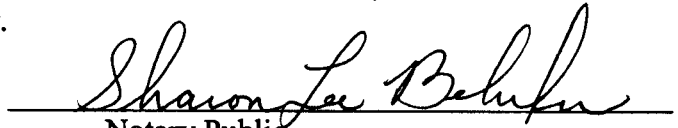
The Declaration, except to the extent specifically amended hereby, shall remain in full force and effect as originally stated and is hereby ratified and confirmed in all respects.

CALIBER DEVELOPMENT COMPANY LLC,
a Delaware limited liability company

By: 
Jade Noles, President

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

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


Notary Public

My commission expires: _____

Commission no. _____

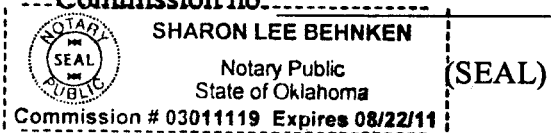
 (SEAL)

Exhibit 1

The Grove, Phase I

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

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

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

Exhibit 2

The Grove, Phase II

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

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

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

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