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David B. Hooten, County Clerk
Oklahoma County - State of Oklahoma



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CLARIFICATION (FOURTH AMENDMENT) TO THE DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR THE GRAND, SECTION 1, AN ADDITION TO THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA

This Clarification (Fourth Amendment) is made this 15 day of Sep 2021 by CIC, LLC, an Oklahoma Limited Liability Company, as Declarant of the following described land and improvements, to-wit:

All of the Lots and Blocks of THE GRAND SECTION 1, an Addition in the City of Oklahoma City, Oklahoma County, Oklahoma, according the recorded plat thereof filed on February 16, 2017 at Book 68, Page 89, records of the County Clerks office in and for Oklahoma County, Oklahoma (hereinafter "Subject Property").

RECITALS

WHEREAS, CIC, LLC, hereafter referred to as the "Declarant", was the owner of all of the Subject Property described hereinabove; and

WHEREAS, Declarant submitted the Subject Property and the improvements to be constructed thereon to Oklahoma's Real Estate Development Act (Title 60 O.S. 1971, §§ 851 et seq, as amended) by filing the following Declaration of Covenants, Conditions and Restriction against the Lots and Blocks of The Grand, Section 1 Addition, to-wit:

Declaration of Covenants, Conditions, Restrictions for THE GRAND HOMEOWNERS ASSOCIATION, P.U.D . . . filed on March 28, 2017 at Book 11599, page 350, records of the County Clerks office for Oklahoma County, Oklahoma (the "ORIGINAL DECLARATIONS"); and

WHEREAS, the ORIGINAL DECLARATIONS have been amended by the following instruments, to-wit:

Amendment to the Declaration of Covenants, Conditions, Restrictions for The Grand Homeowners Association, P.U.D. . . . filed on November 22, 2013 at Book 12411, page 831, records of the County Clerks office for Oklahoma County, Oklahoma (the "FIRST AMENDMENT"); and

Amendment to the Declaration of Covenants, Conditions, Restrictions for The Grand Homeowners Association, P.U.D. . . . filed on May 4, 2016 at Book 13111, page 797, records of the County Clerks office for Oklahoma County, Oklahoma (the "SECOND AMENDMENT"); and

Amendment to the Declaration of Covenants, Conditions, Restrictions for The Grand Homeowners Association, P.U.D. . . . filed on December 23, 2016 at Book 13319, page 289, records of the County Clerks office for Oklahoma County, Oklahoma (the "THIRD AMENDMENT").

The ORIGINAL DECLARATIONS and the FIRST, SECOND and THIRD AMENDMENTS being hereafter referred to as "DOCUMENTS."

WHEREAS, it has come to Declarants attention that the DOCUMENTS refers to the Homeowners Association throughout the DOCUMENTS variously as a non-profit corporation, and as an LLC, and as unincorporated association. Further, that the Board for the Homeowners Association is referred to as a Board of Managers. This Clarification (Fourth Amendment) is filed for the purpose of correcting, clarifying and amending

the DOCUMENTS to clearly state that the Homeowners Association created in the DOCUMENTS is, in fact, a non-profit corporation and that the governing Board is a Board of Directors duly elected and qualified pursuant to Oklahoma's General Corporation Act, Title 18 Okla. Stat. §1001 et seq., as amended (the "General Corporation Act").

NOW, THEREFORE, as allowed in the DOCUMENTS under the inherent authority of the Declarant to correct scrivener's errors and clarify Declarant's intent in the formation of the Homeowners Association, Declarant does clarify, amend, change and modify the DOCUMENTS, as follows:

1. Any reference to the Homeowners Association as an LLC or an unincorporated association found anywhere in any of the DOCUMENTS is amended and/or deleted as necessary to remove any question that the Homeowners Association is a non-profit corporation, and not a Limited Liability Company or an unincorporated association. Where appropriate the word Inc. may be substituted or the reference changed to The Grand Homeowners Association, Inc., an Oklahoma non-profit corporation.

2. Any reference to a Board of Managers found anywhere in any of the DOCUMENTS is amended and/or deleted as necessary to remove any question that the governing body of the non-profit corporation is a Board of Directors as described in Oklahoma's General Corporation Act.

3. Any language in the DOCUMENTS that portends to treat the Homeowners Association as anything other than a non-profit corporation is hereby deleted or amended as necessary to effectuate the intent of Declaration stated herein.

4. Any extraneous documents, such as an LLC Operating Agreement, created that directly or impliedly treat the Homeowners Association as anything other than a non-profit corporation governed by a duly elected Board of Directors, pursuant to the General Corporation Act and the Bylaws of The Grand Homeowners Association, Inc. are hereby revoked and void. The Grand Homeowners Association, Inc. has adopted Bylaws as stated in its Articles of Incorporation. The sole governing documents for the Addition and the Homeowners Association are the Plat creating The Grand, Section 1 Addition, the DOCUMENTS described above, the Articles of Incorporation filed with Oklahoma's Secretary of State and the Bylaws.

IN WITNESS WHEREOF, the undersigned, being the Declarant in and for The Grand, Section 1 Addition has executed these presents the 15 day of Sep, 2021.

DECLARANT: CIC, LLC, an Oklahoma Limited Liability Company

By: _____
Jean Ko, Manager

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 15 day of September, 2021, by Jean Ko, Manager of CIC, LLC, on behalf of the company.

_____
NOTARY PUBLIC

My Commission Expires:

8-18-22 SEAL

MARY RUCKER HILL
Notary ID #131534810
My Commission Expires
April 18, 2022

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County of Oklahoma
Oklahoma County Clerk
David A. Hooten

Attached hereto are the:

THE AMENDED DESIGN GUIDELINES

for the GRAND DEVELOPMENT

dated November 29, 2018

The Grand Development is located in part of the Northwest Quarter (NW/4), of Section 18, Township 13N, Range 4W, part of the City of Oklahoma City, Oklahoma County

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DESIGN GUIDELINES
FOR
THE GRAND

DEVELOPER:

CIC, LLC

Effective: March 1, 2011

Amended: 2011 and 2018

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DESIGN GUIDELINES
FOR
THE GRAND

ARTICLE I- INTRODUCTION TO DESIGN REVIEW

1.1. Purpose of Design Guidelines. The Design Guidelines provide an overall framework and comprehensive set of standards and procedures for the development of the community in an orderly and cohesive manner. The architectural and improvement design standards and the landscaping and site standards have been developed to assist in the modifying and landscaping of homes within The Grand. The standards set forth criteria for design, style, materials, colors, and location of site improvements, landscaping, and signage. The Design Guidelines also establish a process for review of proposed modifications to homes to ensure that all sites within The Grand are developed with the consistency and quality that attracted you to this community.

1.2. Governmental Permits. To the extent the City of Oklahoma City, Oklahoma ordinances or any building code or regulation requires a more restrictive standard than the standards set forth in these Design Guidelines or the Covenants Conditions and Restrictions for The Grand, the governmental standards shall prevail. To the extent that any governmental standard is less- restrictive than these Design Guidelines or the Covenants, Conditions and Restrictions, the Covenants, Conditions and Restrictions and Design Guidelines (in that order) shall prevail.

1.3. Preparer. These Design Guidelines have been prepared by CIC, LLC (the "Developer") and adopted by the Developer and are made part of the Grand Homeowners' Association Covenants, Conditions and Restrictions. The Design Guidelines may be changed and amended to serve the needs of an evolving community pursuant to the procedures set forth by the Developer and in Article VIII of these Design Guidelines.

1.4. Applicability of Design Review. These Design Guidelines govern all property submitted to the Developer or Architectural Review Committee. Unless otherwise specifically stated in the Design Guidelines, all plans and materials for new construction or exterior modifications of improvements on a home must be approved before any construction activity begins. Unless otherwise specifically stated in these Design Guidelines, no structure may be erected upon any Lot and no improvements (including staking, clearing, excavation, grading and other site work, exterior alteration of existing improvements, and planting or removal of landscaping materials) shall take place without receiving the prior written approval of the appropriate Reviewer as described below. Any Owner may remodel, paint or redecorate the interior of his or her home without approval. However, alterations to porches, patios, and similar portions of a home visible from outside the structures on the home shall be subject to approval. Where these Design Guidelines specifically allow an Owner to proceed without advance

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approval such allowance shall only be effective so long as the Owner complies with the requirements of the stated guidelines. Owners are responsible for ensuring compliance with all standards and procedures within these Design Guidelines. Owners are also governed by the requirements and restrictions set forth in the Covenants, Conditions and Restrictions and any applicable Supplemental Covenants, Conditions and Restrictions. In particular, Owners must act in accordance with the Community Wide Standard when undertaking any new construction or exterior modifications including the installation or removal of landscaping to their homes. In addition, Owners should review and become familiar with the Use Restrictions" applicable to The Grand promulgated in accordance with Article VII of the Covenants, Conditions and Restrictions, which address restricted and prohibited activities and conditions within the community.

1.5 Review Structure. Architectural control and design review of The Grand is handled by either (i) the Developer, or (ii) the Architectural Review Committee. The term "Reviewer," as used in these Design Guidelines, shall refer to the appropriate reviewing entity.

1.5.1 Developer. The Developer has exclusive jurisdiction over all matters relating to architectural control. The Developer shall review plans and specifications for and shall have jurisdiction over all construction and landscaping on any home, shall be the conclusive interpreter of these Design Guidelines, shall monitor the effectiveness of these Design Guidelines, and may, but shall not be obligated to, promulgate additional design standards and review procedures as it deems appropriate. Prior to the surrender or termination of this r i g h t the Developer may, but shall not be obligated to, delegate in writing all or a portion of its rights under this Section to the Architectural Review Committee (the "ARC") appointed by the Association's Board. In the event of such delegation ARC jurisdiction shall be limited to such matters as are specifically delegated by the Developer. In addition, any such delegation shall be subject to (i) the right of Developer to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (ii) the right of Developer to veto any decision which Developer determines, in its sole discretion, to be inappropriate or inadvisable for any reason.

1.5.2 Architectural Review Committee. The ARC has jurisdiction over those responsibilities delegated to it by the Developer during the Design Review Period. Upon the expiration or termination of the Design Review Period, the ARC has jurisdiction over architectural matters as set forth in Article VII of the Covenants, Conditions and Restrictions. The owner, CIC, LLC, delegates all review of design guidelines to the Architectural Review Committee. CIC, LLC shall name the members of the ARC. The ARC shall be limited to 5 members other than the CIC, LLC.

ARTICLE II- DESIGN REVIEW PROCEDURES

2.1. Review of New Construction. Plans for new construction upon any home site must be reviewed and approved by the Reviewer, requiring the submission of an Application for Review. Each Application shall submit a conceptual or preliminary site layout, elevation, and floor plan. Also, exterior finishes and color schemes, if available, and information concerning drainage and landscaping shall be provided. Applicants may request an initial meeting with a representative of

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the Reviewer to address any questions about The Grand and the Design Guidelines.

The Application for Review may be waived, in the discretion of the Reviewer, for builders who have been approved for participation in a builder program approved by the Developer. To be pre-approved, the plans and specifications shall show the nature, kind, shape, color (if available at that time), size, materials and location of all proposed structures and improvements. Any changes made to pre-approved plans and specifications during the construction of improvements shall require approval of the Reviewer.

2.2. Review of Modifications. The review of modifications shall require the submission of an Application for Review to the Reviewer. Depending on the scope of the modification, the Reviewer may require the submission of all or some of the plans and specifications listed below. In the alternative, the Reviewer may require a less detailed description of the proposed modification. The review and approval of modifications shall take place within the same time periods as required for new construction. A form Application for Review is attached to these Design Guidelines as Exhibit "A."

The Owner shall submit the Application for Review requesting review by the Reviewer. Such Application for Review shall meet the following requirements:

2.2.1 Information Regarding Owner. The Application for Review shall include the following information about the Owner and the site:

(a) Owner's name, address, and telephone number;

(b) Type of home;

(c) Builder's name, company name, and business telephone number; and

(d) Address of the property for the request.

2.2.2 Nature of Request. The Applicant shall attach a written description of the proposed new construction or modification to the Application for Review.

2.2.3 Duplicate. If requested, the Owner shall submit all documents included in the Application for Review in duplicate.

2.2.4 Address of Reviewer. All Applications for Review shall be addressed to the appropriate Reviewer at the address set forth in the Application for Review.

2.3. Plans to be Reviewed. The Applicant shall submit one non-returnable set of final plans and specifications of the proposed new construction or modification which may consist of any or all of the following, as appropriate (unless otherwise noted, minimum scale of plans shall be ¼ inch= 1 foot).

2.3.1 Site Plan. Site plan, including building footprint, setback lines, easements, paving, and

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parking (driveway widths, parking bay sizes), planters, sidewalks, fences, grading and drainage, retaining walls, and other improvements.

2.3.2 Floor Plan. The floor plan including porches and patios (covered and uncovered), decks and any other structure to be placed on the home site.

2.3.3 Elevation. Front. rear, and side exterior elevations showing building materials and finishes, and indicating the maximum height of the home.

2.3.4 Roof Plan. Roof plan indicating type and color of materials, pitch, and gable details.

2.3.5 Other. Such other information, data, and drawings as may be reasonably requested, including without limitation, walls and fences, landscaping, and other features.

2.4. Review Criteria; Variances. While the Design Guidelines are intended to provide a framework for construction and modifications, the Design Guidelines are not all-inclusive. In its review process, the Reviewer may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other things. Reviewer decisions may be based on purely aesthetic considerations. However, no Reviewer shall grant approval for proposed construction that is inconsistent with the Design Guidelines, unless such Reviewer grants a variance.

2.5. Design Review Period. Each Application for Review shall be approved or disapproved within 30 days of submission of all materials required by the Reviewer. Within 30 days of receipt of a complete review request, the Reviewer shall respond to the Owner. One set of plans shall be returned to the Owner, accompanied by the Reviewer's decision. The other set of plans shall be retained for the Reviewer's records. The Reviewer's decision shall be rendered in one of the following forms.

2.5.1 "Approved." The entire application, as submitted, i s approved in total.

2.5.2 "Approved as Noted." The application is not approved as submitted, but the Reviewer's suggestions for curing objectionable features or segments are noted. The Owner may proceed with the work to be performed; however, in so doing, the Owner must cure the objectionable features or segments that have been noted by the Reviewer.

2.5.3 "Disapproved." The entire application, as submitted, is rejected in total. The Reviewer may provide comments but is not required to do so. If the Reviewer fails to respond within 30 days, approval shall be deemed granted. However, no construction or modification that is inconsistent with the Covenants, Conditions, and Restrictions or the Design Guidelines shall be deemed approved, unless the Reviewer has granted a variance.

2.6. Appeal. Any Owner shall have the right to appeal a decision of the Reviewer by resubmitting the information and documents specified above. However, such appeal shall be

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considered only if the applicant has modified the proposed construction or modification or has new information which would, in the Reviewer's opinion, warrant reconsideration. If the Reviewer does not allow an appeal or if the Reviewer, after appeal, again rules in a manner aggrieving the Owner, the Reviewers decision shall be final. In the case of a disapproval and resubmitted application, the Reviewer shall have 10 days from the date of each resubmitted application to approve or disapprove any resubmitted application. The filing of an appeal does not extend any maximum time period for the completion of any new construction or modification.

2.7. City of Oklahoma City Approval. The review and approval of plans and specifications shall not be a substitute for compliance with the permitting and approval requirements of the City of Oklahoma City or other governmental authorities. It is the responsibility of the Owner to obtain all necessary permits and approvals. Likewise, approval of plans and specifications by the City of Oklahoma City does not replace the need to obtain approval from the Reviewer.

2.8. Implementation of Approved Plans. All work must conform to approved plans. If it is determined by the Reviewer that work completed or in progress on any home is not in compliance with these Design Guidelines or any approval issued by the Reviewer, the Reviewer shall notify the Owner of the home on which such noncompliance is located or shall notify the Board. If the Reviewer notifies the Board, the Board shall notify the Owner. In either case, the Reviewer or the Board shall give, within 30 days of the inspection, written notice to the Owner of such noncompliance, which notice shall specify in reasonable detail the particulars of noncompliance and shall require the Owner to remedy the same. Prior to issuance of written notice and referral for further Board action, the Reviewer shall use reasonable efforts to mediate the dispute and encourage the Owner to bring the improvements into compliance with these Design Guidelines or any variance issued by the Reviewer. If the Owner fails to remedy such noncompliance or fails to commence and continue diligently toward achieving compliance within the time period stated in the notice, then such noncompliance shall be deemed to be in violation of the Developer and these Design Guidelines. In such case, the Board or the Developer, whichever is appropriate, shall notify the Owner that it may take action to remove the noncompliance and/or seek injunctive relief, recovery of costs incurred, and imposition of an assessment.

2.8.1 Time to Commence. If construction does not commence on a project for which plans have been approved within 120 days of such approval, such approval shall be deemed withdrawn and it shall be necessary for the Owner to resubmit the plans to the appropriate Reviewer for reconsideration.

2.8.2 Time to Complete.

(a) New Construction. Homes must start construction within 6 months of lot purchase and be complete within 12 months after the commencement of construction, unless approval for a longer period is approved by the ARC. For the purposes of this Section, construction shall be deemed "completed" upon the issuance of a certificate of occupancy for the home by the appropriate City of Oklahoma City entity and the complete installation of all landscaping on the home.

(b) Modifications: The Reviewer shall include in any approval of a modification

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a maximum time period for the completion of any modification. If no maximum time period is specified in the approval, modifications shall be completed within 90 days of the commencement of work. The Owner may request an extension of the maximum time period for both new construction and modifications not less than 3 days prior to the expiration of the maximum time period which the Reviewer may approve or disapprove, in its sole discretion.

2.8.3 Builders: All builders must be approved by ARC or the Developer. ARC will maintain a current list of approved builders.

2.9. Changes After Approval. All proposed changes to plans, including changes that affect the exterior of the any building, colors, windows, grading, or paving, made after the approval of plans must be submitted to and approved in writing by the Reviewer prior to implementation. Close cooperation and coordination between the Owner and the Reviewer will ensure that changes are approved in a timely manner. If the City of Oklahoma City or any other authority having jurisdiction requires that changes be made to final construction plans previously approved by the Reviewer, the Owner must notify the Reviewer and receive approval from the Reviewer prior to implementing such changes.

2.10. Enforcement. In the event of any violation of these Design Guidelines, the Developer or the Board may take any action set forth in the By-Laws or the Covenants, Conditions, and Restrictions, including the levy of a Special Assessment pursuant to Article V of the Covenants, Conditions, and Restrictions. The Developer or the Board may remove or remedy the violation and/or seek injunctive relief requiring the removal or the remedying of the violation. In addition, the Developer or the Board shall be entitled to recover the costs incurred in enforcing compliance and/or impose an assessment against the Owner and the home upon which such violation exists.

ARTICLE III- DESIGN STANDARDS

3.1. Accessory Buildings. Owners shall secure Reviewer approval prior to construction of any accessory building, including sheds or permanently installed playhouses. A detached garage is not considered an accessory building and its construction shall require Reviewer approval on a case-by-case basis. Accessory building shall meet the following criteria:

3.1.1 Color, Material, Style. An accessory building must be of the same color material and architectural style as the main residence or of color, material and style that is generally recognized as complementary to that of the main residence. An accessory building's roofing materials shall match those of the main residence. Accessory buildings shall be no larger than 10 feet by 10 feet (10' x10'). Vinyl and metal siding is prohibited.

3.1.2 Utilities Service. Any utilities servicing accessory buildings shall be installed underground.

3.1.3 Location. Accessory buildings generally shall be located in the rear one third of the yard, shall conform to the side and rear yard setbacks required pursuant to City of Oklahoma

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City ordinances shall not unreasonably obstruct any adjacent neighbor's views and must be screened by a fence.

3.1.4 Pre-Made Buildings. We recognize that new products become available each year and some pre-made storage buildings may be acceptable, but MUST be submitted for review before it is placed on the home site.

3.2. Additions, Expansions, and Alterations. Reviewer approval is required for any alteration to, addition to, or expansion of a home. The architectural design and materials used in any and all exterior additions, alterations or renovations shall strictly conform to the original home's design with respect to style, detailing and materials used in the initial construction.

3.3. Air-Conditioning Equipment. Window units are prohibited. Installation of air-conditioning equipment higher than four feet (4') above finished ground is prohibited.

3.4. Antennae. Except for satellite receivers as set forth herein, antennae, radio towers, or other apparatus for sending or receiving communications signals are prohibited. Notwithstanding the foregoing, homes may be wired for cable television and other communications in accordance with standards approved by the Reviewer for The Grand.

3.5. Architectural Standards. The architecture standards include, but are not limited to, the minimum square footage requirements, masonry requirements and roof pitch for The Grand, and are detailed on Exhibit "B." Vinyl or metal siding is prohibited.

3.6. Awnings and Overhangs. The installation of awnings or overhangs requires Reviewer approval. The awning or overhang color must be the same as or generally recognized as complementary to the exterior of the residence. All awnings must be kept in good repair.

3.7. Birdbath Birdhouses and Birdfeeders. Reviewer approval not required for the rear yard installation of any birdbath that has a height of 30 inches or less, including any pedestal. Placement in any front or unfenced side yard requires Reviewer approval.

3.8. Carports. Carports are prohibited.

3.9. Clotheslines. Clotheslines are prohibited.

3.10. Decks and Balconies. Owners shall secure Reviewers approval before installing decks or balconies. Decks and balconies must be constructed of wood or other material similar to that of the residence and, if painted, must be painted a color similar to or generally accepted as complementary to the residence. Decks and balconies must be installed as an integral part of the residence or patio area. Any such decks or balconies must be located so as not to obstruct or diminish the view of or create an unreasonable level of noise for adjacent property owners. Construction shall not occur over easements and must comply with the applicable City of Oklahoma City requirements.

3.11 Dog Houses, Runs and Kennels. Dog houses are permitted without review so long as

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the dog house is not visible from the street, adjacent property or Common Area. If the doghouse will be visible, Reviewer approval shall be required and screening, fencing or landscaping may be required. Dog runs and animal kennels are prohibited. No animal structure shall provide shelter for more than 3 dogs over 6 months of age.

3.12. Elevation. A height limit of forty feet (40') for each home shall be the maximum height of each building and shall be measured from finished ground floor to the highest projection of the roof or roof element. The Reviewer will consider vertical height coordination and compatibility of adjacent buildings with regard to building profiles an important design element. The Owner may be required to provide additional drawings to the Reviewer demonstrating the compatibility of building profiles not only in frontal elevation but also from overlapping side elevations of structures on adjacent homes.

3.13. Exterior Lighting. Reviewer 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 2000 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 spotlights, floodlights, or ballasted fixtures (sodium, mercury, multi-vapor, fluorescent, metal halide, etc.) requires Reviewer approval. The Reviewer may take into consideration the visibility and style of the fixture and its location on the home.

3.14. Flagpoles and Seasonal Decorations. Reviewer approval is not required for the installation of a single flagpole so long as it does not exceed 15 feet (15'). above finished grade. If located in the front yard, a flagpole must be at least fifteen (15) feet (15') from the front property line. Seasonal decorations are encouraged in The Grand, but they must conform to the Community Wide Standard.

3.15. Garages. Side or rear entry garages shall be encouraged; garages that face the street must be approved by Reviewer. Garages which are constructed independent from the home require Reviewer approval. Such garages shall be compatible with and complementary to the main residence in architectural style, material, color and location. Raw materials must be painted or stained.

3.16. Gazebos and Greenhouses. Reviewer approval is required prior to the construction of any gazebo or greenhouse.

3.17. Hot Tubs and Saunas. Any hot tub, Jacuzzi, sauna or spa shall be an integral part of the deck or patio. A hot tub, Jacuzzi sauna or spa shall be located in the rear or fenced side yard, shall be installed in such a way that it is not immediately visible to adjacent property owners, 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.

3.18. Latticework. Latticework or a garden trellis which is a part of the landscaping and

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compatible with the exterior of a structure may be installed without approval.

3.19. Mailboxes. Mailboxes shall be constructed of brick, stone or full steel and of the design chosen by the Developer or approved by Reviewer. No wood posts or aluminum mailboxes are permitted. Addresses must be included on mailboxes and mailboxes may use lights to illuminate address.

3.20. Retaining Walls. If a retaining wall is needed to insure proper elevation and/or drainage, it must be shown on the site plan and built out of KEYSTONE wall system and light grey in color or as approved by ARC. Natural boulders, face concrete, beam rock, retaining wall block are all approved.

3.21. Patios. Reviewer approval is required for the construction of patio covers, open patios and enclosed patios. Patio covers shall be constructed of wood or material generally recognized as complementary in color to the exterior color of the residence.

3.22. Playhouses. A playhouse shall be considered an accessory building if it measures more than fifty square feet (50'), is more than six feet (6') high from peak to ground or is constructed on a concrete slab or footing.

3.23. Pools. Any pool shall be located in the rear or side yard shall be installed in such a way that it is not immediately visible to adjacent property owners and shall not create an unreasonable level of noise for adjacent property owners. Pools shall be fenced for safety purposes and Owners may be required to install safety features such as locks or covers for these items when they are not in use. Above ground pools will not be permitted unless approved by Reviewer.

3.24. Recreational Equipment. Basketball goals shall be sleeve-set (permanently set in the ground) and be located behind the building line of the home. Backboards shall be clear. Goals shall not be located adjacent to property lines if such will interfere with a neighbor's living areas, landscaping and vehicles. Portable basketball goals are prohibited. No approval is required for the installation of play and sports equipment so long as the equipment is no taller than seven feet (7') and located in the back or side yard and not visible from the street. Owner shall exercise consideration toward neighbors. Any such equipment shall be set back a reasonable distance from adjacent property lines so as to avoid disturbance of neighbors and shall not obstruct neighbor's views. Tree houses are prohibited.

3.25. Roofing. See Exhibit "B."

3.26. Roof Accessories and Equipment. Reviewer approval is required for all rooftop equipment and accessories unless specifically excepted in this Section. Installed solar energy equipment shall have the appearance of a skylight, shall have a finished trim material or curb and shall not be visible from the street. Landscaping or other buffering may be required for solar panels. Reviewer approval is not required for skylights having measurements of 3 feet by 5 feet (3' x 5') or less. Skylights should be placed in locations so as not to detract from the building elevations and not on the front of the home.

3.27. Satellite Receivers. To the extent permitted by law, all plans relating to the installation

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of satellite receivers shall be submitted to the Reviewer prior to installation. Satellite receivers shall be no larger than 30 inches in diameter and shall be mounted on the main residential dwelling in a location which is not visible from the street.

3.28. Setbacks. Setback requirements from property lines are established by City of Oklahoma City ordinance and are subject to public utility easement drainage easements, landscape easements depicted on the Master Plan and rights-of-way. (Refer to the Recorded Plat for further guidance).

3.29. Siding. Owners shall seek Reviewer approval before installing or replacing siding which differs from original material. No vinyl siding, Masonite, smart trim or faux stucco board allowed on any part of the home.

3.30. Signs. Placement of any sign on a home is prohibited except for the following limited exceptions.

3.30.1 Builder or Trade Signs. 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 Grand except on the subject property. Builder and realtor signs are subject to review as to location, color, size, and detailing. To minimize visual clutter, the ARC has a job site sign standard to be used on all construction sites. A sign stanchion specification will be provided by the Grand. Individual contractors will be responsible for providing a sign stanchion per the Grand specifications. A builder sign shall be erected on the site prior to the commencement of any work including clearing or grading. Model homes may have more signage.

3.30.2 Security Signs. One security sign may be permitted in the front yard located either adjacent to the driveway or in close proximity to the front entrance of the main dwelling. The Reviewer may impose size, shape and color restrictions on security signs.

3.31. Statues. Reviewer approval is not required for the rear-yard installation of any statue which, including any pedestal stand no more than four feet (4') tall. Reviewer approval is required for any statute placed in view of the street or from a Common Area.

3.32. Temporary Structures. Temporary structures other than those used during the initial construction of a residence, including without limitation, shacks are prohibited. Reviewer approval is required for tents other than camping tents that are used for occasional overnight sleeping in backyards by children and are left standing for no longer than seventy-two (72) hours.

3.33. Trash Containers. Trash containers shall not be stored in view from the street.

3.34. Utilities. Pipes, wires, poles, utility meters and other utility facilities shall be kept and

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maintained, to the extent reasonably possible, underground or within an enclosed structure. Any utilities or utility equipment not installed below ground or within an enclosed structure requires Reviewer approval. All utilities in the front yard shall be landscaped to hide any view of the utilities from the street. This landscaping is part of the Exhibit "C," and is a requirement for ARC approval. Utilities include water, wastewater systems, telephone, cable television and miscellaneous conduits.

3.35. Vehicle Parking and Storage. No campers, recreational, off road or racing vehicles, boats, motor homes or large commercial vehicles, nor any vehicle in the process of repaired or otherwise presently inoperable shall be parked or stored on any Lot or driveway. They may be stored in a garage.

3.36. Docks. Owners of Lots with access to the Lake Area may construct docks made of cedar wood or other wood approved by the Reviewer and such docks shall not exceed a size limit of 12 feet by 12 feet (12' x 12') or be smaller than 8 feet by 8 feet (8' x 8').

ARTICLE IV LANDSCAPING AND SITE STANDARDS

Landscaping is an essential element in The Grand. All landscaping shall be maintained in accordance with the requirements of the Developer and any City of Oklahoma City ordinances that may be applicable.

4.1. Initial Landscaping. See "Exhibit C" for amount and size of trees and plants. All landscaping installed by a builder shall be maintained by the Owner in a manner consistent with the Community Wide Standard.

4.2. Drainage. Drainage of the Lot must conform to all City of Oklahoma City requirements. All drainage and grading must be indicated on the Site Plan. There shall be no interference with the established drainage pattern over any Lot except as approved in writing by the Reviewer. The established drainage pattern is defined as the drainage pattern as engineered and constructed by the builder prior to (or in some cases, immediately following) conveyance of title from builder to the Owner. Owners may make minor drainage modifications to their Lots provided that they do not alter the established drainage pattern.

4.3. Fences. No fences may extend beyond the front face of the exterior wall that contains the primary home's front entrance. Any fences, whether constructed by the Owner or the builder, shall be well repaired and maintained consistent with the Community Wide Standard. In the event a fence or wall is damaged or destroyed, the Owner shall repair or recondition the same at the Owner's expense within a reasonable time. Fences shall be constructed out of cedar. The height minimum is to be at least six foot (6') wood pickets with the ~~rails on the inside~~. The wood pickets must be 6 inches (6") wide with cap and metal posts. No painted fences will be allowed. Powder coated aluminum or iron fences are only allowed on back lot line of lake front lots, past the back corners of the house. Any fence other than six foot (6') wood pickets must be approved by Reviewer prior to construction. The Developer, prior to the expiration or termination of the Design Review Period and the ARC after the expiration or termination of the Design Review Period, shall have the

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authority from time to time to revise or eliminate the list of pre-approved fence types and/or fence materials set forth in this Section.

4.4. Grading. Owners shall not grade their property so as to interfere with the established drainage pattern over any property except as approved in writing by the Reviewer. Owners should work with the natural contours and seek solutions that minimize the impact of grading with respect to major alterations of existing grades.

4.5. Paving and Driveways. Owner shall secure Reviewers approval prior to paving with any paving material, including concrete, asphalt, brick, flagstone, stepping stones, and pre-cast patterned or exposed aggregate concrete or pavers, and for any purpose, including walks, driveways, or patio areas. Owners shall secure Reviewer approval before extending or expanding any driveway. The Reviewer shall not approve such extensions or expansions for Owner's intended purpose of providing side yard parking or vehicle storage.

4.6. Pruning. Trees shall be pruned and maintained as necessary. Mature trees with overhead encroachment upon adjacent homes shall be permitted, provided that such encroachment does not unreasonably interfere with the use and enjoyment of the adjacent home or Common Area.

4.7. Landscape Maintenances. Owners shall maintain landscaping and vegetation in a timely manner and in a manner consistent with the Community Wide Standard. Such standard shall specifically include, without limitation, removing weeds, mowing, trimming, and replacing diseased and damaged plants.

4.8. Gardens. Front yard flowerbeds are encouraged, provided that they are well maintained. In addition, small gardens are permissible in the rear or side yard of a home. During the non-growing season, the garden shall be maintained in a weed and debris free condition. No planter shall be higher than two feet (2') above the finished lot grade. Gardens must at all times be maintained in accordance with the Community Wide Standard.

ARTICLE V- CONSTRUCTION GUIDELINES

5.1. Inspections. If requested by the Reviewer, the Applicant shall schedule and coordinate a review of all new construction and modification activities with the Reviewer to verify compliance with the approved plans and specifications. The Reviewer may also perform additional periodic informal inspections to ensure that work is being performed in conformance with approved plans, these Design Guidelines and the Community Wide Standard. ALL inspections are observations only and will not relieve the obligation to obtain inspection approvals from the City of Oklahoma City and other organizations having jurisdiction.

Job sites not in compliance with the Developer, these Design Guidelines or approved plans will be issued a Notice of Violation and a list of items needed to bring the construction and/or job site into compliance. Further construction is prohibited until such punch list items have been corrected.

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5.2. Construction Damages. To prevent damage, builder must put up erosion control on the construction site. Any damage to vegetation or Common Area facilities caused by the Applicant, its contractors, subcontractors, agents or employees must be corrected immediately to the satisfaction of the Reviewer, the Developer and the Owner of the damaged property. If the damage is not corrected, the Developer or the Association may repair such damage and assess the costs of repair to the Applicant.

5.3. Conduct. The Applicant must ensure that all contractors and subcontractors control the conduct of their employees while working in The Grand. Loud music, profanity and other behavior which is unbecoming of a quality operation will not be tolerated. Employees shall not be allowed to possess beer, alcoholic beverages or illegal drugs while on the premises. Employees violating this policy may be asked to leave the premises and may be denied access.

5.4. Site Cleanliness. All contractors and subcontractors must maintain the sites in a clean and orderly manner at all times. The storage of materials should be in an inconspicuous location within the site and stored neatly and orderly. All construction debris shall be cleared at the end of each working day and properly disposed. The builders are responsible for cleaning up any messes they make, including dirt that is left in front of their lot. Each site or group of adjacent work sites shall have a trash dumpster or other means of trash confinement. Contractors at each site are responsible for maintaining their trash. Contractors at each site are responsible for maintaining the part of the street that is in front of their site. All builders must provide their own porta potty.

ARTICLE VI- LIMITATION OF LIABILITY FOR APPROVAL OF PLANS

Review and approval of any application is made on the basis of aesthetic considerations only and the Developer, Association, Board, and/or ARC shall NOT bear any responsibility for ensuring the structural integrity or soundness of approved new construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Developer, Association, Board or ARC, or member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any home.

ARTICLE VII- AMENDMENTS TO DESIGN GUIDELINES

The Developer shall have sole and full authority to amend the Design Guidelines until its jurisdiction is surrendered or terminated pursuant to the Covenants, Conditions, and Restrictions. If the Developer's jurisdiction is so terminated or surrendered, the ARC shall have authority to amend the Design Guidelines if approved by 75% of the Homeowners' Association; provided, however, the Developer's consent shall be required so long as the Developer owns any property as described in the Covenant, Conditions, and Restrictions. There shall be no limitation on the scope of amendments to the Design Guidelines. The Design Guidelines may be amended to remove requirements previously imposed or otherwise to make the Design Guidelines less restrictive. Any amendments to the Design Guidelines shall apply to construction and modification to or removal of structures previously approved once the approved new construction or modification has commenced.

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ARTICLE VIII - DEFINITIONS

Capitalized terms that are not defined in these Design Guidelines shall have the same meaning as set forth in the Covenants, Conditions, and Restrictions.

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EXHIBIT "A"

OWNER APPLICATION FOR ARCHITECTURAL REVIEW

Date: _____
Owner's Name: _____
Address: _____
Telephone: _____
Location of Improvement: _____
If builder is submitting on behalf of the Owner, also complete the following:
Builder's Name: _____
Company Name: _____
Business Name: _____
Telephone: _____

In accordance with Article VII of the Covenants, Conditions and Restrictions for The Grand and the Design Guidelines, application is hereby made for review and approval of the following described improvements: (Provide a brief description.)

_____
_____
_____

1) Two sets of plans: 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. In support of this application, the following required items are submitted:

2) 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 Builder: _____ Date: _____

Submit Applications to: CIC, LLC
Attn: Architectural Review
P. O. Box 74841 Moore, OK 73153-7484

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 the receipt of these materials.

Approved by Reviewer: _____ Date: _____

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EXHIBIT "B"

DWELLING SIZE AND DESIGN REQUIREMENTS

Minimum square footage of living space (living space excludes garage, covered porches, and covered patios) shall be as follows:

The Reviewer may grant an exception to any restriction herein and any Dwelling on multiple Lots shall meet the requirements of Reviewer. However, Dwellings on single Lots will have a minimum square footage of 2,500 with the exception of the following "Lake Lots" which will have a minimum of 3,000 square feet unless otherwise approved by Reviewer;

Lot	Block	Lot	Block

Footing and Stem foundation, post tension mololitic only, all slabs, regardless of type, should have drop brick ledge around entire home- no stem wall showing;
Roof pitch shall be 8 pitch minimum for one story home and a minimum 6 pitch on 2 story home;
Pre-approved roof colors are black, estate gray or comparable colors, and weather wood, any other colors must be approved by ARC;
Minimum of 40 year laminate shingle;
Class 4 or designer roof is required
80% masonry veneer on the first floor – masonry veneer includes brick, stone, stucco, or cement board siding, synthetic stucco or synthetic stucco board is not permitted;
Front gables will be masonry of 80% masonry with siding accent if the gable is not part of the second floor structure;
Minimum of a three-car garage and a maximum of four, three-car tandem garage is allowed;
Garage door facing street must have trim applied such as a carriage look;
No uninsulated carriage-style garage doors;
If insulated carriage-style garage door is used, must have wood overlay on widows;
All garage doors with raw materials must be painted or stained;
Commercial glass doors are permitted;
All fireplaces, including B vent fireplaces, require chases constructed of stone, brick or stucco;
No windows facing the street shall be white;
Exterior shutters must be made of wood and are subject to ARC approval;
Two story homes must have a minimum of 1,800-square feet of living space on the 1st floor; and
All homes with basements must have a minimum of 1,100 sq. ft. of living space at street level.
All exterior colors other than neutral colors must be approved by ARC.

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EXHIBIT "C"

LANDSCAPE SCHEDULE BY COMMUNITY

The Grand:

Minimum of $2,500 of landscaping;

Fully-sodded yard;

Planting beds must extend across the entire front of home;

Planting beds must have green steel edging, brick or cast in concrete curbing matching the home and the ground must be covered with mulch;

Minimum of 20 - 3 gallon plants, 10 - 7 gallon plants, 4 - 15 gallon plants and 2- 3" to 4" caliper trees in front yard and two trees in front lawn with a diameter base of 2 inches (2") or greater; and

Corner lots require an additional 5 - 3 gallon plants, 2 - 7 gallon plants, and 1- 3" to 4" caliper tree.

The Reviewer may grant an exception to any restriction herein and any Dwelling on multiple lots shall meet the requirements of Reviewer.

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IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment this 2 day of Jan, 2019.

CIC, LLC, an Oklahoma limited liability company

By: _____
Yuan Chun Jean Ko, Manager, of CIC, LLC

STATE OF OKLAHOMA)
) SS.
COUNTY OF Oklahoma)

Before me, the undersigned, a Notary Public, in and for said County and State on this 2 day of January 2019, personally appeared * _____, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. * Yuan Chun Jean Ko

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

My Commission Expires: 8/9/2020

_____
Notary Public

Commission No. : 12007533
(SEAL)

AMIE S WITT NOTARY # 12007533 EXP. 08/09/20 PUBLIC STATE OF OKLAHOMA

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AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GRAND HOMEOWNERS' ASSOCIATION, P.U.D., A P.U.D. RESIDENTIAL DEVELOPMENT, PART OF THE NORTHWEST QUARTER (NW/4) SECTION 18, T-13-N, R-4-W, I.M., OKLAHOMA TO THE CITY OF OKLAHOMA CITY, OKLAHOMA AS SHOWN BY THE RECORDED PLAT THEREOF

KNOW ALL MEN BY THESE PRESENTS:

THIS AMENDMENT is made this 22 day of December, 2016, by the undersigned, being the owners of at least seventy-five percent (75%) of the voting rights, as defined in paragraph 6.6.2 of the Declaration of Covenants, Conditions and Restrictions (the "Declaration").

WHEREAS, on March 29, 2011, CIC, LLC, an Oklahoma limited liability company ("Declarant"), caused the Declaration to be filed in the records of Oklahoma County, State of Oklahoma, in Book 11599, at Pages 350 through 417;

WHEREAS, on November 22, 2013, Declarant amended the Declaration which Amendment was filed in the records of Oklahoma County, State of Oklahoma, in Book 12411, at Pages 831 through 834;

WHEREAS, on May 4, 2016, Declarant amended the Declaration which Amendment was filed in the records of Oklahoma County, State of Oklahoma, in Book 13111, at Pages 797 through 799;

WHEREAS, Declarant, under paragraphs 6.6.1 and 6.6.2 of the declaration is given the right to amend the provision of the Declaration so long as Declarant has ownership of at least seventy-five percent (75%) of the voting rights, as defined in paragraph 3.2 of the Declaration; and

WHEREAS, Declarant is the owner of at least seventy-five (75%) of the voting rights, as defined in paragraph 3.2 of the Declaration.

NOW THEREFORE, in accordance with paragraphs 6.6.1 and 6.6.2 of the Declaration, Declarant does hereby publish and declare the following amendments to the Declaration.

1. Declarant hereby amends paragraph 1.2. to the Declaration to read as follows:

1.2. "Common Area" or "Common Areas" shall mean:

(A) Any portion of future additions to the Properties added pursuant to Article II, Section 2.2 herein designated by the Declarant as Common Area

(B) Any property purchased or leased by the Association and designated by the

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County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

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Robertson & Williams
9658 N. May Ave., Ste. 200
Oklahoma City, OK 73120

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Association as Common Area pursuant to Article II, Section 2.2.2 herein.

(C) That property identified by Declarant, in its sole discretion, as "Common Area" provided that such property is within the described property on Exhibit "A" hereto. Homeowners' Association will be responsible for the maintenance of the streets, lake, damn, swimming pool, clubhouse, playground equipment, walking trail, detention pond, common areas, fences, perimeter wall, sidewalks, private access gate, gate equipment and all other private improvements.

2. Declarant hereby adds paragraph 1.16 to the Declaration to read as follows:

1.16. "Lake Lot Owner" shall mean the record owner-member, whether one or more persons, of the fee simple title to any Lot which abuts or runs along the lake or waterfront as shown on any recorded subdivision map of the Properties.

3. Declarant hereby adds paragraph 4.16 to the Declaration to read as follows:

Notwithstanding anything to the contrary in the Declaration, Declarant expressly reserves for itself and its affiliates, successors and assigns, the right to grant exclusive use easements as more fully defined in Section 4.17 herein.

4. Declarant hereby adds paragraph 4.17 to the Declaration to read as follows:

4.17. Exclusive Use Easement. Notwithstanding anything to the contrary in the Declaration, any Lot which abuts or runs along the lake or waterfront, designated as Common Area "A" and as more fully described in Section 7.3 of the Declaration, shall have a perpetual exclusive use easement from the property line abutting said Common Area to the water's edge of the lake. Accompanying said exclusive use easement is the right to extend any fencing on the lot to the water's edge, construct or develop such area and water's edge (subject to preapproval from the HOA), and the responsibility to mow and maintain said area of exclusive use.

5. Declarant hereby adds paragraph 4.18 to the Declaration to read as follows:

4.18. Easement for Section line and Entryway Road Improvements. There is hereby reserved for the benefit of Declarant, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable and perpetual right and easement to construct a perimeter wall or other type of barrier, an entryway sign or other type of improvements along the lot lines of the section line roads and entryway road easements. Any wall so erected shall be the property of the Declarant, the Association, and their respective agents, employees, successors, and assigns, even if said wall resides on an Owner's property line or encroaches on Owner's property. No Owner of any Lot shall modify or alter any wall so erected, even if said wall resides on an Owner's property line or encroaches on Owner's property. Furthermore, the responsibility for any

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damage occurring to the wall as a result of an a Lot Owner having modified or altered said wall shall be borne by the Lot Owner who caused said damage. In no event shall a Lot Owner be responsible for damage to the wall occurring from ordinary wear and tear, acts of god or lapse in time.

6. Declarant hereby amends paragraph 6.6.1 to the Declaration to read as follows:

6.6.1. To the extent not inconsistent with Okla. Stat. tit. 60, § 851, et seq., as same is now or may hereafter be amended, an amendment of the covenants and restrictions herein may be enacted by the vote or written assent of a majority of the Owners; provided however, that the percentage of the voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for an action to be taken under the clause; and, further provided that nothing in this provision shall allow for an exclusive use easement granted under Section 4.17 to be amended, modified or terminated without the written consent of the owner(s) having an interest in such exclusive use easement.

7. Declarant hereby amends paragraph 7.3.1.6 to the Declaration to read as follows:

7.3.1.6. Lake Area Access. The Board shall have the sole authority to regulate the maintenance, repair, and use of the Lake Area. Owners and Members of Lots not located on the Lake Area through any Common Area and shall be granted an easement to use such area as otherwise stated herein. However, nothing herein shall permit Owners, Members of any lot, or other third parties, use of any portion of another Owner's Lot that abuts the Lake Area, except in the case of emergency. The intent of this restriction is to permit Lake Lot Owner's quiet enjoyment of their Lot and Dwelling and avoid uninvited guests, whether Members, Owners, or unintended third parties.

Except as amended by this Amendment, Declarant hereby ratifies, confirms and republishes the Declaration, recorded March 29, 2011 in Book 11599 at Pages 350 through 417, inclusive, the Amendment in Book 12411, at Pages 831 through 834 and the Amendment in Book 13111, at Pages 797 through 799.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment this 22 day of December, 2016.

CIC, LLC, an Oklahoma limited liability company

By: _____
Jean Ko, Manager of CIC, LLC

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STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State on this 22nd day of December, 2016, personally appeared Jean Ko, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Manager and acknowledged to me that she executed the same as her free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My Commission Expires: 05-18-17

Notary Public

Commission No. : 09004247
(SEAL)

CURBETTE SADLER NOTARY PUBLIC # 09004247 EXP. 05/18/17 STATE OF OKLAHOMA

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State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GRAND HOMEOWNERS' ASSOCIATION, P.U.D., A P.U.D. RESIDENTIAL DEVELOPMENT, PART OF THE NORTHWEST QUARTER (NW/4) SECTION 18, T-13-N, R-4-W, I.M., OKLAHOMA TO THE CITY OF OKLAHOMA CITY, OKLAHOMA AS SHOWN BY THE RECORDED PLAT THEREOF

KNOW ALL MEN BY THESE PRESENTS:

THIS AMENDMENT is made this 31 day of October, 2013, by the undersigned, being the owners of at least seventy-five percent (75%) of the voting rights, as defined in paragraph 6.6.2 of the Declaration of Covenants, Conditions and Restrictions (the "Declaration").

WHEREAS, on March 29, 2011, CIC, LLC, an Oklahoma limited liability company ("Declarant"), caused the Declaration to be filed in the records of Oklahoma County, State of Oklahoma, in Book 11599, at Pages 350 through 417;

WHEREAS, Declarant, under paragraphs 6.6.1 and 6.6.2 of the declaration is given the right to amend the provision of the Declaration so long as Declarant has ownership of at least seventy-five percent (75%) of the voting rights, as defined in paragraph 3.2 of the Declaration; and

WHEREAS, Declarant is the owner of at least seventy-five (75%) of the voting rights, as defined in paragraph 3.2 of the Declaration.

NOW THEREFORE, in accordance with paragraphs 6.6.1 and 6.6.2 of the Declaration, Declarant does hereby publish and declare the following amendments to the Declaration.

1. Declarant amends paragraph 1.4 of the declaration to read as follows:

   1.4. "Lot shall mean those tracts of land so designated upon any recorded subdivision map of the Properties, whether one or more.

2. Declarant amends paragraph 1.5 of the declaration to read as follows:

   "Dwelling" shall mean and refer to any improved property intended for use as a single-family attached or detached dwelling and shall include within its meaning (by way of illustration, but not limitation) townhouse units, cluster homes, patio or zero lot line homes, Z-lot homes, single-family detached homes on separate platted lots, and any such improved property built on two adjacent lots intended to be used as a single-family residence.

WHEN RECORDED MAIL TO
NAME Robertson & Williams
ADDRESS 9658 N. MAY STE 200
CITY & STATE Oklahoma City, OK 73120

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3. Declarant amends the Declaration to include the addition of provision 2.2.3:

2.2.3 Community Clubhouse and Docks. The Declarant and Association shall have the right to use Lot 8 Block 1 of the recorded plat for purposes of constructing a community clubhouse and dock. The Board shall have the sole authority to regulate the maintenance, repair, and use of the Community Clubhouse and Docks.

4. Declarant amends paragraph 4.5 of the declaration to read as follows:

4.5 Changes in Boundaries; Additions to Designated Common Areas. Declarant expressly reserves for itself and its affiliates, successors and assigns, the right to change and realign the boundaries of the designated Common Areas and any Lots or Dwellings owned by Declarant, including the realignment of boundaries between adjacent Lots, Dwellings, or both, owned by Declarant, provided that any such change or realignment of boundaries shall not materially decrease the acreage of the designated Common Areas. Pursuant to this provision Declarant may pair two adjacent lots for the purpose of having a single Dwelling constructed on both lots without change to the plat.

5. Declarant amends paragraph 4.7 of the declaration to read as follows:

4.7. Easements for Walks, Trails and Signs. There is hereby reserved for the benefit of Declarant, the Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and easement upon, over, and across all land located along the interior of and within ten feet (10') of each boundary located adjacent to streets and roads, such lands to be bounded by such exterior boundaries adjacent to streets and roads and by lines in the interior of such Lots and Dwellings which are exactly ten feet (10') from such exterior boundaries, for the installation, maintenance, and use of sidewalks, jogging trails, bike paths, golf cart paths, traffic directional signs, and related improvements. Should Lot owner own 2 adjacent lots this easement shall apply only to the ten feet (10') from such exterior boundary of that portion of the lot adjacent to streets and roads and from the boundaries with adjacent lots.

6. Declarant hereby amends paragraph 4.11 of the Declaration to read as follows:

4.N. Maintenance Easement. There is hereby reserved for the benefit of Declarant, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement to enter upon any Lot and upon unimproved portions of any Dwelling, for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash so as to maintain reasonable standards of health, fire safety, and

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appearance within the Property, provided that such easements shall not impose any duty or obligation upon Declarant or the Association to perform such action. Furthermore there is reserved for the benefit of Declarant, the Association, and their respective agents, employees, successors and assigns, an alienable, transferable, and perpetual right and easement, but not the obligation, to enter upon any unimproved portions of Lots or Dwellings, which are located withing thirty feet (30') from the water's edge of any lake, water course, pond, or other body of water within the Property, for the purpose of maintaining such bodies of water, such maintenance to include, without limitation, dredging and the maintenance of reasonable water quality standards, provided that such easements shall not impose any duty or obligation upon Declarant or the Association to perform any such action. Neither Declarant nor the Association shall have any obligation to maintain any unimproved portion of Lots or Dwellings, which are located within thirty feet (30') of water's edge. Such obligation shall fall to the Lot owner of property adjacent to water's edge and may be maintained in any way not inconsistent with this Declaration. All maintenance, repairs, and replacements as to the Common Areas (unless necessitated by the negligence or misuse of a Lot Owner, in which case such expense shall be charged to such Lot Owner), shall be the Common Expense of all the Owners.

7. Declarant amends paragraph 7.3.1.3 of the declaration to read as follows:

7.3.1.3 Waterfront Structures. No Owner of any lake Lot, or Lakefront Lot shall locate, construct, alter, maintain, erect, install, place or operate any structure within fifteen feet (15') of the Lake Area without the prior written consent of the Architecture Review Committee. Any trees must be planted six (6) feet from the shoreline, privacy wall and property line so that at full grown the root system will not reach the lake shoreline. Any fences whether constructed by the Owner or builder extending along any portion of the Lot abutting the Lake Area shall be wrought iron or any other material deemed appropriate so as not to impede on the quiet enjoyment of Lake Area and shall be approved by the Architecture review committee prior to installation.

Except as amended by this Amendment, Declarant hereby ratifies, confirms and republishes the Declaration, recorded March 29, 2011 in Book 11599 at Pages 350 through 417, inclusive.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment the

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day and year first above written.

CIC, LLC, an Oklahoma limited liability company

By: _____
Hsiu Mei, Hsu, Manager of CIC, LLC

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State on this 31 day of October, 2013, personally appeared Hsiu Mei, Hsu, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My Commission Expires: _____

_____
Notary Public

Commission No. : _____
(SEAL)

MARY DOLAN NOTARY PUBLIC No. 07010099 EXP. 8/26/2015 IN AND FOR STATE OF OKLAHOMA

H:\CIC, LLC (02387)\4-2.001 - The Grand Deve... ...ment to covenants v2.wpd

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DECL

After recording, return to:
Attn.: Lance E. Schneiter, Esq.
Andrews Davis, P.C.
100 N. Broadway, Ste. 3300
Oklahoma City, Oklahoma 73102

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12/22/2011 11:46:45 AM
Bk:RE11805 Pg:1171 Pgs:2 DECL
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE GRAND HOMEOWNERS ASSOCIATION FOR THE GRAND HOMEOWNERS' ASSOCIATION, P.U.D., A P.U.D. RESIDENTIAL DEVELOPMENT, PART OF THE NORTHWEST QUARTER (NW/4) SECTION 18, T-13-N, R-4-W, I.M., OKLAHOMA TO THE CITY OF OKLAHOMA CITY, OKLAHOMA AS SHOWN BY THE RECORDED PLAT THEREOF

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE GRAND HOMEOWNERS ASSOCIATION ("Amendment to Declaration") is made this 16 day of December, 2011, by CIC, LLC, an Oklahoma limited liability company ("Declarant").

WHEREAS, Declarant executed the Declaration of Covenants, Conditions, and Restrictions for the Grand Homeowners' Association ("Declaration") on March 20, 2011, Declaration is recorded in Book RE11599 at Pages 350 through 417 of the real estate records of the Oklahoma County Clerk; and

WHEREAS, Declarant desires to make certain amendments to the Declaration pursuant to the authority set forth in Section 6.6 thereof as it is the sole Owner of all Lots; and

WHEREAS, terms not otherwise defined herein shall have the meanings ascribed to them in the Declaration.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Section 4.3 of Exhibit "D", Design Guidelines, to the Declaration is hereby deleted, and the following Section 4.3 of Exhibit "D", Design Guidelines, is substituted therefor:

> 4.3. No fences may extend beyond the front face of the exterior wall that contains the primary home's front entrance without approval from the Reviewer. Any fences, whether constructed by the Owner or the builder, shall be well repaired and maintained consistent with the Community Wide Standard. In the event a fence or wall is damaged or destroyed, the Owner shall repair or recondition the same at the Owner's expense within a reasonable time. Fences for lots not directly adjacent to the lake ("Lake Lots") shall be constructed of six foot (6') wood pickets with the rails on the inside or be made of wrought iron

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ornamental fencing. Any fences for Lake Lots must be constructed of wrought iron material or other material approved by Reviewer that will permit each Owner of a Lake Lot to have an unobstructed view of the lake. Wood fences may be stained with a cedar tint, however, no painted fences will be allowed. Any fence other than those listed herein must be approved by Reviewer prior to construction. The Developer, prior to the expiration or termination of the Design Review Period and the ARC, after the expiration or termination of the Design Review Period, shall have the authority from time to time to revise or eliminate the list of pre-approved fence types and/or fence materials set forth in this Section.

2. Except as herein amended, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment to Declaration is executed by the Declarant this 16 day of Dec, 2011.

CIC, LLC,
an Oklahoma limited liability company

By: _____
Hsiu Mei, Hsu
Manager of CIC, LLC

ACKNOWLEDGMENT

STATE OF Oklahoma)
) ss.
COUNTY OF Oklahoma)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 20th day of December, 2011, personally appeared Hsiu Mei, Hsu of CIC, LLC, an Oklahoma limited liability company, to me known to be the identical person who subscribed his name to the foregoing instrument as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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

_____
Notary Public

My Commission Expires:
10/04/12
#04008980

SIMON SHINGLETON NOTARY PUBLIC STATE OF OKLAHOMA #04008980 EXP. 10/04/12

My Commission Number: #04008980

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Filing Fee: $15.00
Doc. Stamps: $.00
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03/29/2011 10:41:58 AM
Bk:RE11599 Pg:367 Pgs:67 DECL
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR THE GRAND HOMEOWNERS' ASSOCIATION, P.U.D., A P.U.D. RESIDENTIAL DEVELOPMENT, PART OF THE NORTHWEST QUARTER (NW/4) SECTION 18, T-13-N, R-4-W, I.M., OKLAHOMA TO THE CITY OF OKLAHOMA CITY, OKLAHOMA AS SHOWN BY THE RECORDED PLAT THEREOF

This Declaration made this 20th day of March, 2011, by CIC, LLC, an Oklahoma limited liability company, as herein called "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property as described on recorded plat attached hereto as Exhibit "A" and incorporated herein by reference, situated in the City of Oklahoma City, Oklahoma County, State of Oklahoma;

AND, WHEREAS, Declarant has deemed it desirable to provide for the preservation and maintenance of any property now or hereafter designated as a "Common Area" for the use, benefit and enjoyment of all the owners of lots described on Exhibit "A" hereto, and to this end desires to subject said lots to the covenants, restrictions, easements, charges and liens hereinafter set forth;

AND, WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said "Common Area" or "Common Areas" and for the property management, control and regulation of said Common Areas to create an agency to which should be delegated and assigned the powers of maintaining and administering the Common Areas and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created;

AND, WHEREAS, Declarant will incorporate The Grand Homeowners' Association, LLC, under the laws of the State of Oklahoma, as a non-profit corporation, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, DECLARANT DECLARES that it is the owner of the real property described in Article II and that the area as outlined in Article I, Section 1.2 herein is hereby declared as the "Common Areas."

AND DECLARANT FURTHER DECLARES that all property hereinafter described in Article II as the "Existing Property" shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as the "covenants and restrictions") hereinafter set forth, which shall run with said property and shall be binding on all parties having or acquiring any right, title or interest therein or any party thereof, and shall inure to the benefit of each owner thereof and such owner's heirs, devisees, personal representatives, trustees, successors and assigns, such "covenants and restrictions" being hereby imposed upon such real property as a servitude in favor of each and every other part thereof as the dominate tenant.

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ARTICLE I

DEFINITIONS

The following words when used in this Declaration of Covenants, Conditions and Restrictions (hereinafter "Declaration"), the By-laws, or Design Guidelines, unless specifically provided therein, or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

1.1. "The Property or Properties," also known as the "Tract," shall mean the "Existing Property" described in Section 2.1 below, together with all additions thereto described in Section 2.2 below, which are the subject of any Supplementary Declaration filed under the provisions of Article II hereof.

1.2. "Common Area" or "Common Areas" shall mean:

(A) Any portions of future additions to the Properties added pursuant to Article II, Section 2.2 herein designated by the Declarant as Common Area.

(B) Any property purchased or leased by the Association and designated by the Association as Common Area pursuant to Article II, Section 2.2.2 herein.

(C) That property identified by Declarant, in its sole discretion, as "Common Area," provided that such property is within the described property on Exhibit "A" hereto. Homeowners' Association will be responsible for the maintenance of the streets, lake, damn, swimming pool, clubhouse, playground equipment, walking trail, detention pond, common areas, fences, sidewalks, private access gate, gate equipment and all other private improvements.

1.3. "Community Wide Standard" shall mean the standard of conduct, maintenance, architecture, construction or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Managers of the Association. Such determination, however, must be consistent with the Community Wide Standard originally established by the Declarant.

1.4. "Lot" shall mean those tracts of land so designated upon any recorded subdivision map of the Properties.

1.5. "Dwelling" shall mean and refer to any improved property intended for use as a single-family attached or detached dwelling and shall include within its meaning (by way of illustration, but not limitation) townhouse units, cluster homes, patio or zero lot line homes, Z-lot homes, and single-family detached homes on separate platted lots.

1.6. "Owner" shall mean the record owner-member, whether one or more persons, of the fee simple title to any Lot or other real property which is a part of the Properties, including contract sellers, but shall not include a mortgagee unless such mortgagee has acquired title pursuant to foreclosure; nor shall such term include any other who has an interest merely as security for the performance of an obligation.

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1.7. "Association" shall mean and refer to The Grand Homeowners' Association, LLC, its successors and assigns.

1.8. "Board" shall mean the Board of Managers of the Association.

1.9. "Articles" shall mean the Articles of Organization of the Association filed in the office of the Secretary of State of the State of Oklahoma, as such articles may from time to time be amended.

1.10. "By-Laws" shall mean the By-Laws of the Association, attached hereto as Exhibit "B" which are or shall be adopted by the Board, as such By-Laws may from time to time be amended.

1.11. "Rules" shall mean the rules of the Association adopted by the Board, as they may be in effect from time to time pursuant to the provisions hereof.

1.12. "Occupancy" of any Lot shall mean that point in time when the first member of the Owner's family or anyone authorized by the Owner purchases the Lot.

1.13. "Member" shall mean those persons so defined in Section 3.1 below.

1.14. "Supplementary Declaration" shall mean a Supplementary Declaration of Conditions, Covenants and Restrictions as specified in Section 2.2.1 below.

1.15. "Declarant," also known as the "Developer," shall mean CIC, LLC, an Oklahoma limited liability company, with its principal place of business in Oklahoma City, Oklahoma.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

2.1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Oklahoma City, Oklahoma County, Oklahoma, and is more particularly described on Exhibit "A" attached hereto, all of which real property shall hereinafter be referred to as "Existing Property."

2.2. Additions to Existing Property. Additional land (hereinafter "Additional Property") may become subject to this Declaration in the following manner.

2.2.1 Additions in Accordance with General Plat of Development. The Declarant, its successors and assigns, shall have the right to bring additional lands within the future stages of the development of the Property, regardless of whether Declarant herein shall own legal title to said additional lands at the time of the filing of this Declaration, provided that such property is within the property description designated on the Preliminary Plat for The Grand P.U.D., a copy of which is attached hereto as Exhibit "C."

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The additions authorized under this and the succeeding sub-section, shall be made by filing of record a Supplementary Declaration with respect to Additional Property which shall extend the scheme of the covenants and restrictions of this Declaration to such Additional Property by the Declarant (or its successors and assigns).

2.2.2 Additions to Common Area by the Association. The Association shall have the right to purchase or lease additional property to be used and designated as Common Area, provided that such property is within the real estate as described in Section 2.2.1 hereof. Leased property shall only be designated as Common Area during the term of the lease period.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.1. Membership. Every Owner of a Lot described in Section 2.1 above shall be a member (herein called "Member") of the Association. Except for the Declarant, the membership of an Owner shall become effective for all purposes upon the Owner's purchase of his or her Lot. The Declarant's membership (or in the alternative the membership of the Declarant's successors or assigns) for all Lots subsequently added pursuant to Section 2.2 herein, shall become effective at the point in time the Declarant, its successors or assigns, files of record a Supplementary Declaration and said Lots are purchased by Owner.

3.2. Voting Rights. Each Member, except for the Declarant, shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership specified in Section 3.1. A Member, except for the Declarant, that owns multiple Lots shall be entitled to one (1) vote for each Lot owned. The Declarant shall be entitled to twenty (20) votes for each Lot in which Declarant, or its successors and assigns, holds an interest. When more than one person holds such interests or interest in any lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but, except for the Declarant's vote, in no event, shall more than one (1) vote be case with respect to any Lot.

3.3. Total Members and Votes. The total number of Members and votes shall ultimately be determined as additional properties are made subject to this Declaration, as provided in Sections 2.2 and 2.2.1 herein.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREA

4.1 Members' Easements of Enjoyment. Subject to the provisions in this Declaration, every Member, his or her family, tenants and permitted guests shall have a non-exclusive right, privilege and easement of use and enjoyment in and to the Common Area.

4.2. Limitations on Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

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4.2.1 The right of the Association to borrow money (i) for the purpose of improving the Property, or any portion thereof, (ii) for acquiring additional Common Areas, (iii) for constructing, repairing, maintaining or improving any facilities located or to be located within the Property, or (iv) for providing the services authorized herein, and to give as security for the payment of any such loan a mortgage or other security instrument conveying all or any portion of the Common Areas; provided, however, that the lien and encumbrance of any such security instrument given by the Association shall be subject and subordinate to any and all rights, interest, options, licenses, easements, and privileges herein reserved or established for the benefit of Declarant, any Owner, or the holder of any mortgage, irrespective of when such mortgage is executed or given.

4.2.2 The rights and easements reserved herein for the benefit of the Declarant, its members, officers, agents, and employees.

4.2.3 The right of the Association to grant and accept easements as provided in Section 4.8 hereof and to dedicate or transfer fee simple title to all or any portion of the Common Areas to any public agency or authority, governmental authority, body politic, public or private utility, or other person; provided that any such transfer of the title must be approved by a majority of those present in person or by proxy at a duly held meeting of the Association and by Declarant, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Property.

4.2.4 The rights and easements reserved herein for the benefit of the Association, its managers, officers, agents, and employees.

4.2.5 The rights and easements reserved herein for the benefit of the Additional Property.

4.3. Access. All Owners, by accepting title to Lots, Dwellings, lands, or other improvements conveyed subject to this Declaration, waive all rights of uncontrolled and unlimited access, ingress and egress to and from such Lots, Dwellings, lands, or other improvements and acknowledge and agree that their means of access and ingress and egress to their Lots and Dwellings shall be limited to roads, sidewalks, walkways and trails located within the Property by Declarant, provided that pedestrian and vehicular access for Owners, and their guests, and invitees to and from all Lots and Dwellings shall be provided at all times. Declarant shall have the right within its sole discretion without the additional consent of any Owners to from time to time relocate and change the direction, width and orientation of the above-referenced roads, sidewalks, walkways and trails located within the Property, provided, however, that such relocated roads, sidewalks, walkways and trails shall provide a convenient and adequate means of access to the Lots or Dwellings of Owners within the Property. There is reserved unto Declarant, its affiliates, successors and assigns, the right and privilege, but not the obligation (i) to maintain electronically-monitored gates ("Gates") controlling vehicular access to and from the Property, and (ii) to require payment of toll charges for use of roads within the Property by permitted commercial traffic or by members of the general public, which tolls shall

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be set at a reasonable amount to maintain the roads and provide security. Declarant reserves the right to restrict access over all the roads within the Property as it deems fit, so long as Owners possess an adequate and convenient means of access to Lots and Dwellings located in the Property. Declarant will install the Gates and all Owners and Members shall be given a device to allow them access to the Property and each Owner or Member shall be provided a code so that permitted guests and family can have access to the Property for the purpose of visiting the Owner/Member. The Gates shall become the responsibility of the Association once it is formed and the Association may charge Members/Owners a reasonable fee for replacement devices allowing access to the Property.

4.4. Easements for Declarant. During the period that the Declarant owns any Lot or Dwelling primarily for the purpose of sale, or has the unexpired option to add the Additional Property or any portion thereof to the Property, Declarant shall have an alienable and transferable right and easement on, over, through, under, and across the Common Areas for the purpose of constructing Dwellings and other improvements in and to the Lots and the Additional Property and for installing, maintaining, repairing, and replacing such other improvements to the Property (including portions of Common Areas) as are contemplated by this Declaration or as Declarant desires, in its sole discretion, including, without limitation, any improvements or changes permitted and described by Article II hereof, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall Declarant have the obligation to do any of the foregoing.

4.5. Changes in Boundaries; Additions to Designated Common Areas. Declarant expressly reserves for itself and its affiliates, successors and assigns, the right to change and realign the boundaries of the designated Common Areas and any Lots or Dwellings owned by Declarant, including the realignment of boundaries between adjacent Lots, Dwellings, or both, owned by Declarant, provided that any such change or realignment of boundaries shall not materially decrease the acreage of the designed Common Areas and shall be evidenced by a revision of or an addition to the applicable plat which shall be recorded in the official records.

4.6. Easements for Utilities. There is hereby reserved for the benefit of Declarant, the Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and easement, as well as the power to grant and accept easements, subject to the limitations herein, to and from any public authority or agency, public service district, public or private utility, or other person, upon, over, under and across (i) all of the Common Areas; (ii) all land within easement areas shown on recorded subdivision plats; and (iii) all land located along the interior of and within five feet (5') of each boundary of all Lots and all Dwellings, such land to be bounded by the exterior boundaries of such Lots and Dwellings and by lines in the interior of such Lots and Dwellings which are exactly five feet (5') from such exterior boundaries for the purpose of installing, replacing, repairing, maintaining all utilities, including, but not limited to storm sewers and drainage systems and electrical, gas, telephone, cable television, water, sewer, advanced water treatment, and irrigation lines.

Such easements may be granted or accepted by Declarant, its successors or assigns, or by the Board, provided, however, that for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale, or has the unexpired option to add the Additional Property or any portion thereof to the Property, the Board must obtain the written consent of Declarant prior to granting

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or accepting any such easements. To the extent practicable, all utility lines and facilities serving the Property and located therein shall be located underground. By virtue of any such easement, it shall be expressly permissible for the providing utility company or other supplier or servicer, with respect to the portions of the Property so encumbered, (i) to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities; (ii) to cut and remove trees, bushes, or shrubbery; (iii) to grade, excavate, or fill; or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems. Provided, however, the easements reserved herein shall not entitle the holder of such easements to construct or install any of the foregoing systems, facilities, or utilities over, under or through any Dwelling and any damage to a Lot or Dwelling resulting from the exercise of this easement shall promptly be repaired by, and at the expense of the person or entity exercising such easement.

4.7. Easements for Walks, Trails and Signs. There is hereby reserved for the benefit of Declarant, the Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and easement upon, over, and across all land located along the interior of and within ten feet (10') of each boundary located adjacent to streets and roads, such lands to be bounded by such exterior boundaries adjacent to streets and roads and by lines in the interior of such Lots and Dwellings which are exactly ten feet (10') from such exterior boundaries, for the installation, maintenance, and use of sidewalks, jogging trails, bike paths, golf cart paths, traffic directional signs, and related improvements.

4.8. Easements for Road Construction. There is hereby reserved for the benefit of the Declarant and its successors and assigns, the temporary right and easement upon, over and across all unimproved land located along the interior of and within thirty feet (30') of each boundary located adjacent to streets and roads, such lands to be bounded by such exterior boundaries adjacent to streets and roads and by lines in the interior of such Lots and Dwellings which are exactly thirty feet (30') from such exterior boundaries, for the construction of such streets and roads. The easement provided in this Section 4.8 shall be deemed to commence upon the recording of this Declaration and shall terminate thirty (30) days following the completion of the street and road adjacent to such Lot or Dwelling.

4.9. Easements for Association. There is hereby reserved a general right and easement for the benefit of the Association, its managers, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot or Dwelling, or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner or Occupant of the Lot or Dwelling directly affected thereby.

4.10. Easements for Additional Property. There is hereby reserved in Declarant, and its successors, assigns, and successor-in-title to the Additional Property, for the benefit of and as an appurtenance to the Additional Property and as a burden upon the Property, perpetual, non-exclusive rights and easements for (i) pedestrian and vehicular access, ingress, egress and parking over, across, within, and on all sidewalks, trails, parking facilities, water courses, and basins and water dependent structures which may from time to time be located within the Property or within easements serving the Property; (ii) the installation, maintenance, repair,

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replacement, and use within the Property and for utility facilities and distribution lines, including, without limitation, drainage systems, storm sewers, and electrical, gas, telephone, water, sewer, and cable system lines; and (iii) drainage and discharge of surface water onto and across the Property, provided that such drainage and discharge shall not materially damage or affect the Property or any improvements from time to time located thereon.

4.11. Maintenance Easement. There is hereby reserved for the benefit of Declarant, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement to enter upon any Lot and upon unimproved portions of any Dwelling, for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash so as to maintain reasonable standards of health, fire safety, and appearance within the Property, provided that such easements shall not impose any duty or obligation upon Declarant or the Association to perform any such actions. Furthermore, there is hereby reserved for the benefit of Declarant, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement, but not the obligation, to enter upon any unimproved portions of Lots or Dwellings, which are located within thirty feet (30') from the water's edge of any lake, water course, pond, or other body of water within the Property, for the purpose of mowing such area and keeping the same clear and free from unsightly growth and trash, as well as for the purpose of maintaining such bodies of water, such maintenance to include, without limitation, dredging and the maintenance of reasonable water quality standards, provided that such easements shall not impose any duty or obligation upon Declarant or the Association to perform any such actions.

4.12. Environmental Easement. There is hereby reserved for the benefit of Declarant, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement on, over, and across all Lots and all unimproved portions of Dwellings for the purpose of taking any action necessary to effect compliance with environmental rules, regulations, procedures from time to time promulgated or instituted by the Board or by any governmental entity, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to dispense pesticides and herbicides.

4.13. Wells and Effluent. There is hereby reserved for the benefit of Declarant, the Association and its affiliates, agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement (i) to pump water from lakes, ponds, basins, water dependent structures, and other bodies of water located within the Property for the purpose of irrigating any portions of the Property; (ii) to drill, install, locate, maintain, and use wells, pumping stations, water towers, siltation basins and tanks, and related water and sewer treatment facilities and systems within the Common Areas and lands within the Property owned by the Declarant; or (iii) to spray or locate any treated sewage effluent within the Common Areas, or upon any Lot or upon unimproved portions of any Dwelling.

4.14. Encroachments. The construction of any improvements adjacent to or encroaching upon any pond, lake or other body of water within the Property is prohibited unless otherwise permitted by the Declarant, if Declarant still owns a Lot(s), and the Architectural Review Board.

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4.15. No Partition. There shall be no judicial partition of the Property or any part thereof, nor shall any person acquiring any interest in the Property or any part thereof seek any such judicial partition unless the Property has been removed from the provisions of this Declaration.

ARTICLE V

COVENANT FOR ASSESSMENTS

5.1. Creation of the Lien and Personal Obligation of Assessments.

5.1.1 The Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual maintenance assessments; (2) special assessments for capital improvements, established and collected from time to time as hereinafter provided. Declarant shall not be required to pay the annual maintenance assessment, and shall not be responsible for the special assessments for the first eighteen (18) months of membership. The annual maintenance and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Such lien shall be paramount and superior to any homestead or other exemption provided by law, but shall not be prior or superior to any purchase money mortgage lien or any first mortgage lien on a Dwelling. Each such assessment, together with such interest thereon and cost of collection thereof as is hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot or Dwelling at the time the assessment fees were due.

5.1.2 Liability for annual maintenance assessments and special assessments for all Lots shall begin at the point in time when an Owner became or becomes a Member. Liability for annual maintenance assessments and special assessments for all Owners purchasing Lots subsequently added pursuant to Section 2.2 herein, shall begin at the point in time the Declarant, its successors or assigns, files of record a Supplementary Declaration. However, neither the Declarant or a person or an entity whom the Declarant specifically assigns or conveys a Lot or Lots and specifically assigns or conveys the privilege to abate the requirement to pay any annual maintenance assessments or any special assessments as specified and outlined in this Section 5.1.2 shall be liable for any annual maintenance assessments or any special assessments until a Dwelling is constructed on the Lot and conveyed to a new Owner or until a period equal to twenty (20) years subsequent to the time such Lot became or becomes a part of the Properties, whichever is earlier.

5.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of maintaining the Common Areas, to include, but not limited to, the maintenance of the private access gates, lake, damn, sprinkler systems, swimming pool,

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clubhouse, playground equipment, walking trails, privately owned streets, easements, landscaping, and drainage ways to the end that these will provide beauty, recreation and enjoyment to the Owners-Members, and for conducting the business and activities of the Association.

5.3. Basis and Maximum of Annual Assessments. For the year beginning January 1, 2011, the annual maintenance assessment for each Lot shall not exceed One Thousand Two Hundred and No/100 Dollars ($1,200.00) and a prorated amount of the annual maintenance assessment shall be payable quarterly, unless otherwise determined by the Board. From and after January 1, 2012, the maximum annual maintenance assessment may be increased by vote of the Members, as hereinafter provided in Section 5.5, in an amount not to exceed a twenty percent (20%) of the prior year's assessment. The Board may, after consideration of current maintenance costs and future needs of the Association, fix the actual maintenance assessment for any such future year at a greater amount.

5.4. Special Assessments for Capital Improvements and Additions. In addition to the annual maintenance assessments authorized by Section 5.3 hereof, the Association may levy in an assessment year a special assessment, applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, or for the purpose of purchasing additional property to be designated as Common Area pursuant to Section 2.2.2 herein, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and which shall set forth the purpose for the meeting, and subject to the quorum provisions of Section 5.6 below, and provided further, that the maximum amount of any special assessment which may be assessed against any Member in any assessment year shall not exceed an amount equal to ten (10) times the maximum annual maintenance assessment for the same year.

5.5. Change in Basis and Maximum of Annual Assessments. After January 1, 2012 and subject to the provisions in Section 5.3 herein, the Association may change the maximum annual maintenance assessment or the basis of the maintenance assessments fixed by Section 5.3 hereof, or both, prospectively for any one (1) year period and at the end of such one (1) year period, for each succeeding period of one (1) year, provided that any such change shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and which shall set forth the purpose for the meeting, and subject to the quorum provisions of Section 5.6 below.

5.6. Quorum for Any Action Authorized Under Section 5.4 and 5.5. The quorum required for any action authorized by Sections 5.4 and 5.5 hereof shall be as follows:

At the first meeting called, as provided in Sections 5.4 and 5.5 hereof, the presence at the meeting of the Members, or of proxies, entitle to cast fifty percent (50%) of all the votes of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in

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Sections 5.4 and 5.5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided, that no subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5.7. Uniformity of Assessments. Every annual maintenance and special assessment established under this Article V shall be fixed at a uniform rate for all Lots.

5.8. Date of Commencement of Annual Maintenance Assessments and Special Assessments; Due Dates. The annual maintenance assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board to be the date of commencement.

The first annual maintenance assessments shall become due and payable on the first day of the month following the Member's purchase of a Lot(s) and shall be prorated for the applicable period. Subsequently, payments shall be made on the first day of each subsequent quarter, i.e., January 1, April 1, July 1 and September 1; provided, however, that the Board may change the frequency of payments in accordance with the rules stated herein and those in the Association's By-Laws.

The due date of any special assessment provided for in Section 5.4 hereof shall be fixed in the resolution authorizing such assessment.

5.9. Duties of the Board. With respect to assessments, the Board shall:

5.9.1 fix the commencement date for annual maintenance assessments against all Lots then owned by the Declarant, if any such assessment yet be authorized, and against all Lots then owned and occupied by other Owners, and send written notice thereof to all Owners, including Owners of unoccupied Lots, at least thirty (30) days before such commencement date; and,

5.9.2 cause the Association to prepare and maintain a roster of Lots, the Owners thereof, the assessments applicable thereto, if any, and the status of the payment thereof, which shall be kept in the office of the Association and which shall be open to inspection by any Owner; and

5.9.3 upon demand at any time, furnish to any owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment thereof in stated to have been paid.

5.10. Effect of Non-Payment of Assessment; Personal Obligation of the Owner; Lien; Remedies of the Association. If any assessment is not paid on the date when due (being a date specified in Section 5.8 hereof) then such assessment shall become delinquent and shall, together with interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, trustees, successors and assigns. The personal obligation of the then Owner and his heirs, devisees, personal representatives, trustees,

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successors and assigns to pay such assessment, however, shall remain their personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at a rate equal to twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or an action to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

5.11. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not, however, relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

ARTICLE VI

GENERAL PROVISIONS

6.1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or as otherwise set forth in this Declaration for a term of twenty-one (21) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; however, no change or amendment shall be made which affects the right of Declarant to make additions to existing property pursuant to Section 2.2 or Declarant's right to abate the requirement to pay any annual maintenance assessments or any special assessments pursuant to the terms of Section 5.1.2 or Declarant's right to assign any rights given to Declarant herein, unless said instrument outlining the change or amendment has been approved and signed by Declarant.

6.2. Notices. Any notice required to be sent to a Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the United States mails, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

6.3. Right to Assign. The Declarant by appropriate instrument may assign or convey to any person any or all of the rights, reservations, easements and privileges herein reserved by it, and upon such assignment or conveyance being made, its assignees or grantees may at their option, exercise, transfer or assign such rights, reservations, easements, and privileges or any one

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or more of them, at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

6.4. Enforcement. The Association, the Declarant and any governmental or quasi-governmental agency or municipality having jurisdiction over the Property shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this Declaration and, in such action, shall be entitled to recover costs and reasonable attorneys' fees as are ordered by the Court. Failure by any such person or entity to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

6.5. Invalidity of Any Provision. Should any provision of this Declaration be declared invalid or in conflict with any law of the jurisdiction where the Property is situated, the validity of all other provisions shall remain unaffected and in full force and effect.

6.6. Amendments.

6.6.1 To the extent not inconsistent with Okla. Stat. tit. 60, § 851, *et seq.*, as same is now or may hereafter be amended, an amendment of the covenants and restrictions herein may be enacted by the vote or written assent of a majority of the Owners; provided however, that the percentage of the voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for an action to be taken under that clause.

6.6.2 Any amendment to the Declaration affecting a change in any of the following provisions herein must be agreed to by a vote of the Owners of at least seventy-five percent (75%) of the Members entitled to vote as established by the Declaration:

6.6.2.1 Voting Rights;

6.6.2.2 Assessments, assessment liens or subordination of assessment liens;

6.6.2.3 Reserves for maintenance, repair and replacement of Common Areas;

6.6.2.4 Responsibility for maintenance and repairs;

6.6.2.5 Reallocation of interests in the general or limited Common Areas or rights to their use;

6.6.2.6 Convertibility of Lots into Common Areas or vice versa;

6.6.2.7 Expansion or contraction of the Property or the addition, annexation or withdrawal to or from the Property;

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6.6.2.8 Insurance or fidelity bonds;

6.6.2.9 Lease of Lots;

6.6.2.10 Imposition of any restrictions on an Owner's right to sell or transfer his or her Lot;

6.6.2.11 A decision by the Association to establish self-management;

6.6.2.12 Restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration;

6.6.2.13 Any action to terminate the legal status of the Property after substantial destruction or condemnation occurs; or

6.6.2.14 Any provisions that expressly benefit mortgage holders, insurers or guarantors.

6.6.3 Any amendment shall be recorded in the office of the County Clerk of Oklahoma County, Oklahoma.

6.6.4 With respect to any amendment other than one provided for in Section 6.6.2 above, any mortgage holder entitled to notice pursuant to Section 6.8.2 below, who fails to submit a response to any notice of any proposal for any such amendment within thirty (30) days after the notice of the proposal is received shall be deemed to have impliedly approved the proposed action.

6.7. Encroachments. Each Lot within the Property is hereby declared to have an easement over all adjoining Lots and the Common Areas for the purpose of accommodating any encroachment due to engineering error, error in original construction, settlement or shifting of the building or any other cause. There shall be valid easements for the maintenance of said encroachments as long as they shall exist and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided however, that in no event will a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining Lots or Common Areas shall be permitted and that there shall be a valid easement for the maintenance of said encroachments so long as they shall exist.

6.8. Mortgage Protection Clause.

6.8.1 Rights of First Mortgages. No breach of any of the covenants, conditions and restrictions contained in this Declaration nor the enforcement of any lien provisions herein shall render invalid the lien of any first mortgage (meaning a mortgage with first priority over any other mortgage) on any Lot made in good

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faith and for value but all of said covenants, conditions and restrictions shall be binding upon and be effective against any Owner whose title is derived through foreclosure of trustee's sale or otherwise.

6.8.2 Notice to Lenders. All institutional lenders that have filed with the Association an appropriate request shall be entitled to receive the following notices in writing from the Association:

6.8.2.1 Notice of any proposed change in the Declaration or the Exhibits thereto, which notice shall be given thirty (30) days prior to the effective date of such change;

6.8.2.2 Notice of default by the Owner or trustor of any deed of trust or mortgage on a Lot (the beneficial interest in which is held by said institutional lender) in the performance of such Owner's or trustor's obligations under this Declaration, which default is not cured within thirty (30) days;

6.8.2.3 Notice of any damage or destruction to any individual Lot subject to a deed of trust or mortgage (the beneficial interest in which is held by said institutional lender), which damage exceeds One Thousand and No/100 Dollars ($1,000.00), which notice shall be given immediately upon the Board's obtaining knowledge of such damage or destruction; and

6.8.2.4 Notice of any loss to or taking of any portion of the Common Areas or facilities or improvements thereon, which loss or taking exceeds Ten Thousand and No/100 Dollars ($10,000.00), which notice shall be given immediately upon the Board's obtaining knowledge of such loss or taking.

6.8.3 Mortgage Priority; Right to Inspect Records. Notwithstanding any language contained in this Declaration to the contrary, no Owner and no other party shall have priority over any rights of institutional lenders pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or taking of Lots and/or any portion or element of the Common Areas. Institutional lenders shall have the right to examine the books and records of the Association.

6.9. Insurance; Damage or Destruction.

6.9.1 Reconstruction by Owners. In the event of damage to or destruction of any improvement on any Lot, the Owner shall reconstruct the same as soon as reasonably practicable and substantially in accordance with the original plans and specifications therefore. Each Owner shall have an easement of reasonable access onto any adjacent Lot for purposes of repair or reconstruction of his or her Lot as provided in this sub-article.

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6.9.2 Association Liability Insurance. The Association shall obtain and continue in effect comprehensive public liability insurance insuring the Association, the Developer and the agents and employees of each and the Owners and employees, guests and invitees of the Owners against any liability incident to the ownership or use of the Common Areas and facilities in the Common Areas and including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured and a "severability of interest" endorsement precluding the insurer from denying coverage to one Owner because of the negligence of other Owners or to the Association. Such insurance shall be in amounts deemed appropriate to the Board and to mortgagees holding first mortgages covering individual Lots.

6.9.3 Additional Association Insurance. The Association may purchase such other insurance as it may deem necessary, including without limitation, fire and extended coverage on Common Areas, plate glass insurance, workmen's compensation, managers' liability and errors and omissions insurance, and shall purchase fidelity coverage against dishonest acts by managers, officers, employees or agents of the Association (whether said individuals are paid or volunteers) who are responsible for handling funds collected from the Owners and belonging to or administered by the Association as the insured and shall provide coverage in an amount not less than one and one-half (1½) times the Associations' estimated annual operating expenses and reserve.

6.9.4 Insurance Premiums. Insurance premiums on policies purchased by the Association shall be a common expense to be included in the assessments levied by the Association. The acquisition of insurance by the Association shall be without prejudice to the right of any Owner to obtain additional individual insurance.

6.9.5 Proceeds from Insurance. If any of the Common Area improvements are damaged by fire or other casualty, insurance proceeds payable to the Association shall be used to rebuild or repair such damage substantially in accordance with the original plans and specifications therefore. Any excess insurance proceeds shall be deposited to the general funds of the Association. In the event the proceeds of the Association insurance policy are insufficient to rebuild or repair a Common Area, then the Association may use funds from its general account or, if necessary, from levying a special assessment on all Owners (or on those responsible for the damage) to restore or rebuild said Common Area.

6.9.6 Waiver of Subrogation; Notice of Cancellation. All property and liability insurance carried by the Association or the Owners shall contain provisions whereby the insurer waives rights of subrogation as to the Association, officers and managers and any Owner, their guests, agents and employees.

6.10. Limitation of Restrictions on Developer. Developer is undertaking certain work in connection with the improvement of the Lots. The completion of that work and the sale, rental and other disposal of said Lots is essential to the establishment and welfare of the

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Property. In order that said work may be completed and the Property be established as fully occupied as rapidly as possible, nothing in this Declaration shall be understood or construed to:

6.10.1 Prevent Developer or its representatives, contractors, subcontractors, agents or assigns from doing on the Property or any Lot whatever is reasonably necessary or advisable in connection with the completion of the work; or

6.10.2 Prevent Developer or its representatives, contractors, subcontractors, agents or assigns from erecting, constructing and maintaining on any part or parts of the Property such structures as may be reasonable and necessary for the conduct of its business of completing said work and disposing of the same in parcels by sale, lease or otherwise; or

6.10.3 Prevent Developer or its representatives, contractors, subcontractors, agents or assigns from conducting on any part of the Property its business of completing the work and of establishing a plan of Lot ownership and of disposing of said Property in Lots by sale, lease or otherwise.

So long as Developer, its successors or assigns, owns one or more of the Lots established and described in these Covenants, Conditions, and Restrictions and, except as otherwise specifically provided herein, Developer, its successors and assigns, shall be subject to the provisions of these Covenants, Conditions, and Restrictions.

6.11. Owner's Compliance. Each Owner, tenant, or occupant of a Lot shall comply with the provisions of this Declaration and all decisions and resolutions of the Association or its duly authorized representatives, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover sums due for damages (including costs and attorneys' fees) and/or for injunctive relief. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in this Declaration or in the By-Laws shall be deemed to be binding on all Owners, their successors and assigns.

6.12. Conflicts of Property Documents. If there is any conflict among or between the Property documents, priority shall be given to Property documents in the following order: Plat; this Declaration; By-Laws; and Rules and Regulations of the Association.

6.13. Service of Process. The name of the person to receive service of process together with the residence or place of business of such person in Oklahoma County is CIC, LLC, P.O. Box 7484, Moore, Oklahoma 73153, or such other person as the Board may designate by an amendment hereto filed solely for that purpose.

ARTICLE VII

DESIGN GUIDELINES AND USE RESTRICTIONS

7.1. Design Guidelines. In addition to the restrictions and covenants contained elsewhere in this Declaration, the construction of any single-family residence on the Property shall be in accordance with the Design Guidelines attached hereto as Exhibit "D" and

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incorporated herein by reference as if set forth in full. The Declarant may file Design Guidelines and/or Use Restrictions for any additions to the Property filed in accordance with Section 2.2.1 of this Declaration.

7.2. Architecture Review Committee. Until seventy-five percent (75%) of the Lots are sold, Declarant or its designees shall act as the Architecture Review Committee as contemplated by the Design Guidelines. After seventy-five percent (75%) of the Lots are sold, the Board shall elect an Architecture Review Committee who shall have the jurisdiction and power to enforce the Design Guidelines within the community. Declarant shall be entitled to appoint two (2) members of the Architecture Review Committee until it no longer owns a Lot in the subdivision.

7.3. Lake Areas. The Property contains a Lake that is designated on Exhibit "A" as Common Area, and shall be designated as such in a Recorded plat (hereinafter "Lake Area").

7.3.1 Lake Rules. Declarant has established specific rules governing the Lake Area on the Property and those shall be in addition to any rules established by the Association. Owners and occupants shall abide by the Lake Area rules and shall be responsible for all acts of their family, guests, and invitees. The Board shall have the right to make, supplement, amend, change or revoke the Lake Area rules without advance notice to Owners but such amendments shall not be effective until notice of such rules have been provided to the Members and Owners as required herein or by the By-Laws. Such rules shall include, but shall not be limited to, the following:

7.3.1.1 Swimming. There shall be no swimming in the Lake Area except in case of an emergency.

7.3.1.2 Right-of-Way. The Association reserves the right to enter upon and use the portion of any Lot which is situated next to the Lake Area for any lawful purpose in connection with the use, operation and maintenance of the Lake Area which does not unreasonably interfere with the Owner's use of the Lot.

7.3.1.3 Waterfront Structures. No Owner of any Lake Lot, or Lakefront Lot shall locate, construct, alter, maintain, erect, install, place or operate any structure within fifteen feet (15') of the Lake Area without the prior written consent of the Architecture Review Committee. Any trees must be planted six (6) feet from the shoreline, privacy wall and property line so that at full growth, the root system will not reach the lake shoreline.

7.3.1.4 Boats and Watercraft. Unless otherwise approved in writing by the Board, only the following types of boats and watercraft shall be allowed in the Lake Area: any boats operated by the Association for maintenance, safety, or other community purposes; canoes, row boats, paddle boats or other similar type of boat. No gasoline or other combustible powered boats or electrically powered boats shall be

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permitted on any Lake Area. In addition, all such boats shall be stored out of plain sight at the end of the daylight hours each day.

7.3.1.5 Use of Lake Area. All uses of the Lake Area shall be restricted to non commercial, recreational purposes. Nothing shall be done or kept in the Lake Area or on the Lake which would be a violation of any provision of this Declaration or any rules adopted by the Board or Association.

7.3.1.6 Lake Area Access. The Board shall have the sole authority to regulate the maintenance, repair, and use of the Lake Area. Owners and Members of Lots not located on the Lake Area may access the Lake Area through any Common Area and shall be granted an easement to use such areas as otherwise stated herein. However, nothing herein shall permit Owners and Members of any Lot to use any portion of another Owner's Lot that abuts the Lake Area, except in the case of emergency. The intent of this restriction is to permit Lake Lot Owner's quiet enjoyment of their Lot and Dwelling and avoid uninvited guests, whether Members or Owners, interrupting their quiet enjoyment.

7.3.1.7 Lake Hours. In order to further the quiet enjoyment for all Owners and Members, use of the Lake Area shall be limited to daylight hours. The Association shall have the right to enforce this restriction and may establish other rules governing Lake Area use.

7.4. Commercial Use. The intended and stated use of the Property is for a residential community and all Owners and Members shall be restricted from operating any business from their Dwelling that would require customers to access the neighborhood. This restriction shall not prohibit any Owner or Member from working out of their Dwelling as long as such use does not cause clients, customers or third-parties to access the Property as part of said work.

7.5. Animals. No animals, other than three of generally recognized house or yard pets, shall be maintained on any Lot and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No animals shall be allowed to make an unreasonable amount of noise or to become a nuisance.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1. Miscellaneous. The Owners further agree as follows:

8.1.1 Notices. All notices, statements, demands, approvals and other communications given pursuant to this Declaration will be in writing and will be delivered in person, by certified or registered mail, postage prepaid, to the Members at the addresses maintained by the Owners on file with the office of the Oklahoma County Assessor for delivery of ad valorem tax statements relating to the Property Tract until such addresses are changed by notice.

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8.1.2 No Partnership. Nothing contained in this Declaration and no action by the Owners will be deemed or construed by the Owners or by any third person to create the relationship of principal and agent or a partnership or a joint venture or any association between or among any of the Owners.

8.1.3 Severability. If any provision of this Declaration is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Declaration (or the application of such provision to persons or circumstances other than those in respect of which the determination of invalidity or unenforceability was made) will not be affected thereby and each provision of this Declaration will be valid and enforceable to the fullest extent permitted by law.

8.1.4 Governing Law. This Declaration will be construed in accordance with the laws of the State of Oklahoma.

8.1.5 Captions. The captions of the sections of this Declaration are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained.

8.1.6 Binding Effect. The provisions of this Declaration will be binding on the Owners and their respective successors, assigns and mortgagees to the extent herein provided.

IN WITNESS WHEREOF, this Declaration is executed by the Declarant this 20th day of March, 2011.

CIC, LLC,
an Oklahoma limited liability company

By: _____
Hsiu Mei, Hsu
Manager of CIC, LLC

249757.5

WHEN RECORDED MAIL TO:
NAME: Peck & Hollingsworth
ADDRESS 3500 W Robinson St
CITY Ste 104
STATE Norman, OK 73072

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ACKNOWLEDGMENT

STATE OF OK)
) ss.
COUNTY OF Cleveland)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 20 day of March, 2011, personally appeared Hsiu Mei, Hsu of CIC, LLC, an Oklahoma limited liability company, to me known to be the identical person who subscribed his name to the foregoing instrument as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires:
4/10/2013

My Commission Number:
09003143
(Seal)

JULIE HOUSE
NOTARY
09003143
EXP. 04/10/13
PUBLIC
STATE OF OKLAHOMA

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EXHIBIT "A"

RECORDED PLAT

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02/16/2011 08:54:40 AM
Bk:PL68 Pg:68 Pgs:1 PLAT
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

FINAL PLAT

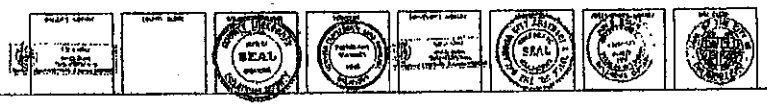
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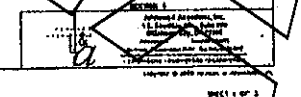
THE GRAND

SECTION 1

BEING A PART OF THE NW/4, SECTION 18, T13N, R4W OF THE I.M.

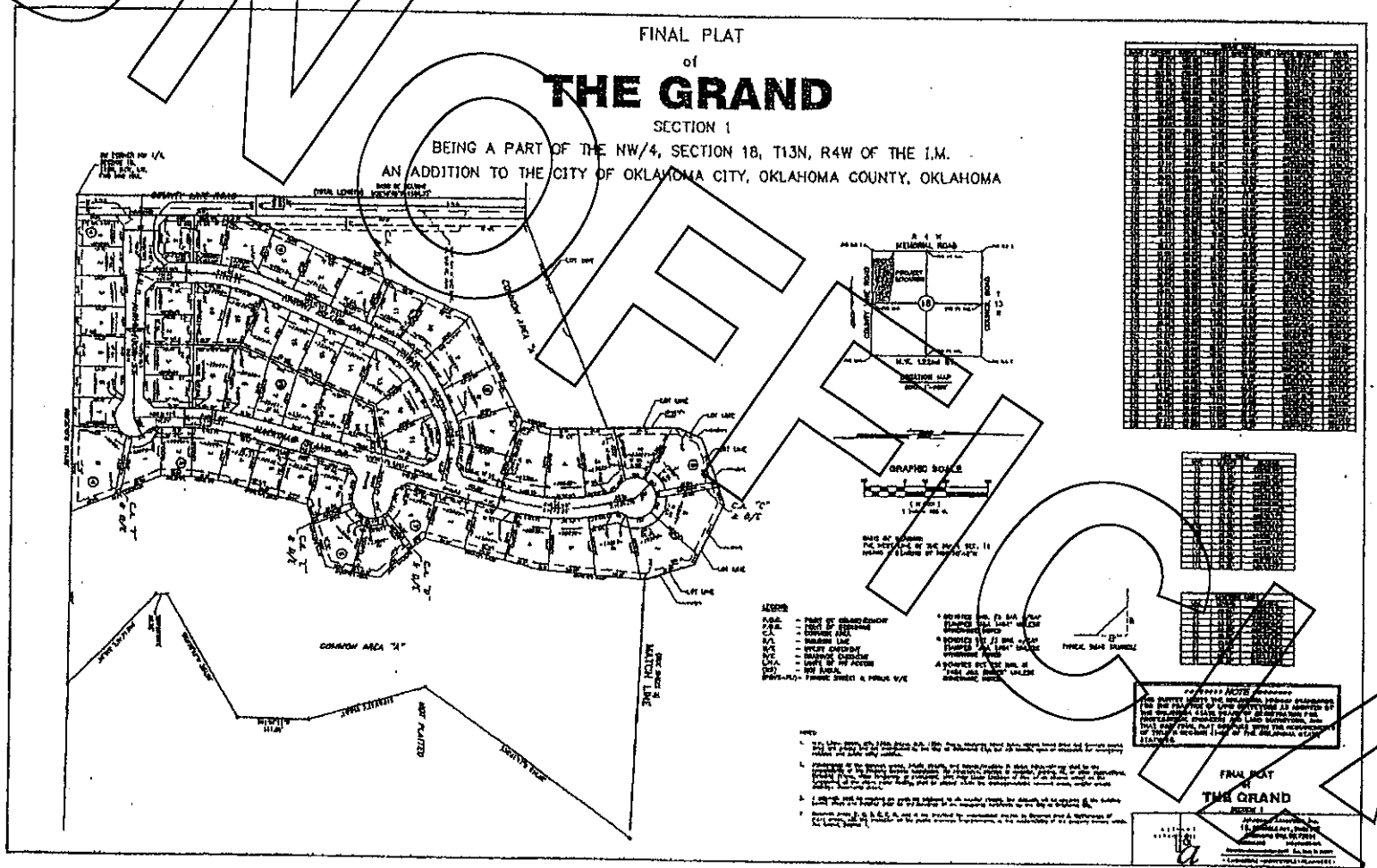
AN ADDITION TO THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA





A-1

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A-2

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FINAL PLAT

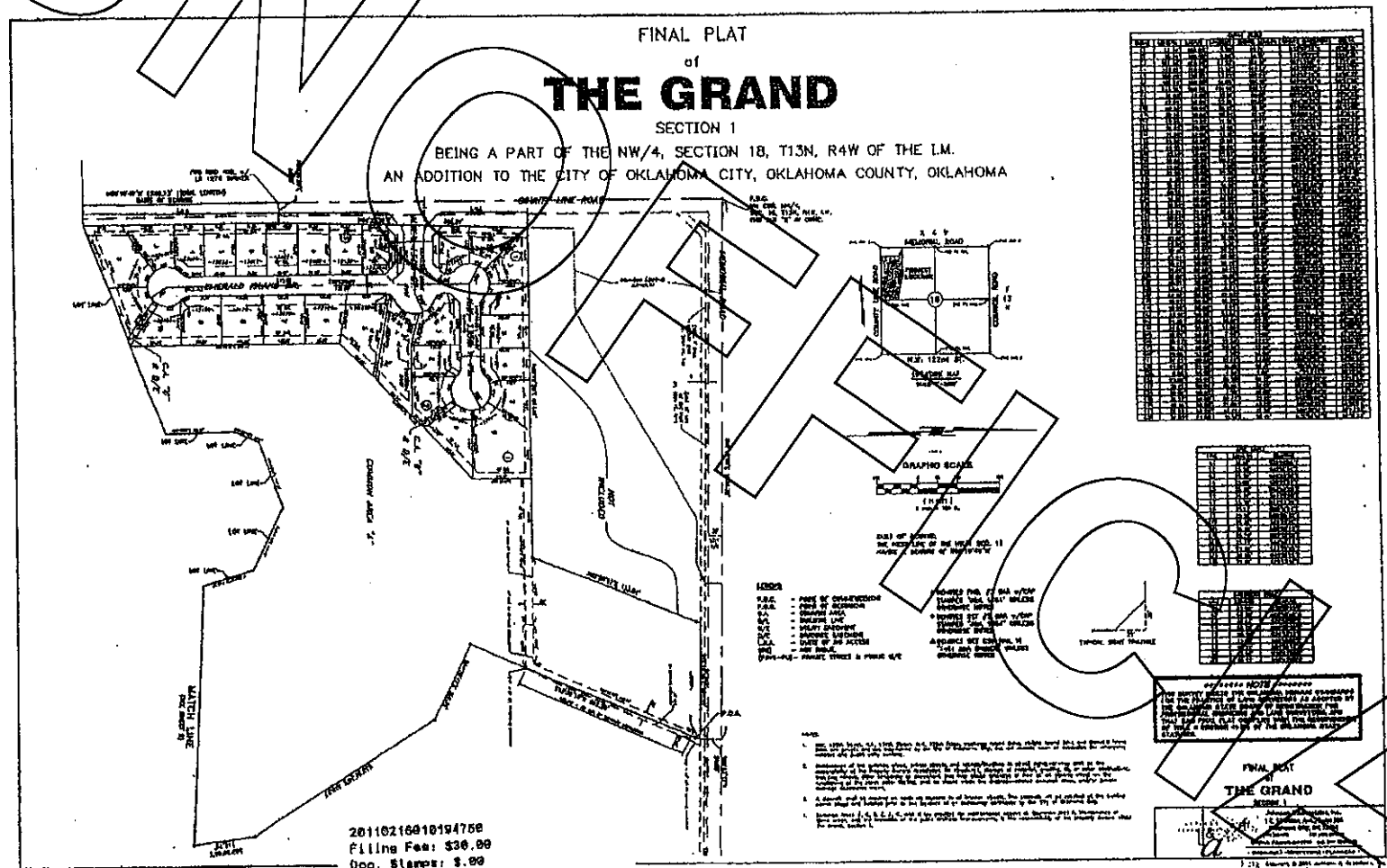
of

THE GRAND

SECTION 1

BEING A PART OF THE NW/4, SECTION 18, T13N, R4W OF THE I.M.

AN ADDITION TO THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA



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Filing Fee: $36.00
Doc. Stamps: $.00
02/16/2011 08:54:40 AM
PLAT

A-3

EXHIBIT "B"

BY-LAWS

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BY-LAWS

OF

THE GRAND HOMEOWNERS' ASSOCIATION

(A REAL ESTATE DEVELORMENT)

ADOPTED _____, 2011

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THE GRAND HOMEOWNERS' ASSOCIATION
(A REAL ESTATE DEVELOPMENT)

ARTICLE I

NAME AND LOCATION

The name of this Real Estate Development is The Grand Homeowners' Association (hereinafter "Homeowners' Association" or "Association").

ARTICLE II

PURPOSE AND PARTIES

2.1. Purpose. The purpose of the Homeowners' Association is the administration of every property described in Exhibit "A" of the Declaration of Covenants, Conditions and Restrictions of which these By-Laws are a part, which has been submitted according to the provisions of Okla. Stat. tit. 60, §§ 854 through 855, inclusive, by the recording of said Declaration of Covenants, Conditions and Restrictions and the Exhibits thereto, including a true and correct copy of these By-Laws (hereinafter "Declaration"). All definitions and terms contained in said Declaration shall apply hereto and are incorporated herein by reference.

2.2. Parties. All present and future Owners, future tenants of any lot, mortgagees and other persons who may use the facilities of the Property in any manner are subject to these By-Laws, the Declaration, the rules and regulations, all covenants, conditions and restrictions, agreements and easements relating thereto. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Lot shall constitute an agreement that these By-Laws, the Declaration, as they may be amended from time to time, and the title conditions are accepted and will be complied with.

ARTICLE III

OWNERS

3.1. Membership. Any person upon becoming an Owner of a Lot becomes a member of the Homeowners' Association and will be subject to these By-Laws. Such membership shall terminate without any formal Homeowner's Association action whenever such person ceases to own a Lot, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with this Homeowners' Association during the period of such ownership and membership in this Homeowners' Association or impair any rights or remedies which the Owners have either through the Board of the Homeowners' Association or directly against such former Owner or Member arising out of or

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in any way connected with ownership and membership and the covenants and obligations incident thereto. The membership will be deemed, conveyed or encumbered with the Lot even when such interest is not expressly mentioned or described in the conveyance or other instrument.

3.2. Annual Meetings. Regular annual meetings of Members of the Homeowners' Association shall be held at a suitable place convenient to the Members as may be designated by the Board. The first meeting of the Homeowners' Association shall be held within forty-five (45) days after the close of the sale of sufficient Lots to constitute a majority of Owners calculated without the consideration of the interest owned by the Developer but, in no event, shall the first meeting be held later than the earlier of four (4) months after seventy-five percent (75%) of the Lots in the Property have been conveyed to Lot purchasers, or two years after the first Lot is conveyed. Until the first meeting of the Homeowners' Association, the Developer, or its designees shall run and manage the affairs of the Property in lieu of the Homeowners' Association, but with the rights and powers granted by the Declaration and these By-Laws.

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

3.4. Notice of Meetings. Written notice of regular and special meetings shall be given to Members by the Board by mailing a notice to each Member, which shall specify the place, day and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken. Except in the case of an emergency, notice shall be mailed to each Member at least ten (10) days prior to the meeting and shall be posted in a conspicuous place on the Common Areas.

3.5. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of the votes attributed to the Owners shall constitute a quorum at all meetings of the Owners. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. An affirmative vote of a majority of the Owners present, either in person or by proxy, shall be required to transact the business of the meeting except wherein the Declaration, these By-Laws or by law a higher percentage vote is required.

3.6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary of the Board before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot or upon receipt of notice by the secretary of the Board or the death or judicially declared incompetence of such Member.

3.7. Adjournment. In the absence of a quorum at the commencement of a Members' meeting, a majority of those present in person or by proxy may adjourn the meeting to another

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time, but may not transact any other business. Any adjournment for lack of a quorum shall be a date not less than five (5) days and not more than thirty (30) days from the original meeting date. The quorum for such a reconvened meeting shall be twenty-five percent (25%) of the total voting power of the Homeowners' Association.

3.8. Voting. The Owner or Owners of each Lot shall be entitled to one (1) vote, the value of which shall equal the common interest assigned to said Owner or Owners' Lot as set forth in Exhibit "A" to the Declaration, except that the Developer shall be entitled to the votes as reflected in the Declaration.

3.9. Order of Business. The order of business of all meetings of the Owners shall be as follows:

(a) Roll call and certifying proxies;
(b) Proof of notice of meeting or waiver of notice;
(c) Reading and disposal of unapproved minutes;
(d) Reports of officers;
(e) Reports of Board;
(f) Reports of Committees';
(g) Election of members of the Board;
(h) Unfinished business;
(i) New business; and,
(j) Adjournment.

ARTICLE IV

BOARD OF MANAGERS, SELECTION; TERM OF OFFICE

4.1. Number and Term of Managers. The Board shall consist of three (3) managers/directors, each of whom shall be an Owner or an agent of Developer (while Developer remains an Owner). The "Developer" shall mean CIC, LLC acting through an agent or agents. The managers shall serve concurrent terms of not more than two (2) years. The initial managers, who shall be appointed by the Developer, or its duly elected replacement, shall serve until the first meeting of the Homeowners' Association; thereafter, all managers shall be elected and removed according to these By-Laws. So long as the Developer owns one or more Lots, the Developer shall be entitled to elect at least one (1) member of the Board, who need not be an Owner. After the Developer has conveyed all Lots and is no longer entitled to elect one member of the Board, all managers shall be Owners.

4.2. Election of Board.

4.2.1 Nomination. Nominations for election to the Board/Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting of the Homeowners' Association. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more Members of the Homeowners' Association. The nominating committee shall be appointed by the Board at least ninety (90) days prior to each annual meeting of the Members to serve until the close of such annual

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meeting. The nominating committee shall make as many nominations for election to the Board as it shall in its discretion determine but not less than the number of vacancies that are to be filled.

4.2.2 Cumulative Voting. Elections of Board members shall be by secret written ballot. All elections in which more than two (2) positions on the Board are to be filled shall be conducted by cumulative voting.

4.3. Removal. Unless the entire Board is removed from office by the vote of the Homeowners' Association's Members, an individual manager shall not be removed prior to the expiration of his term of office if the number of votes cast against his removal is greater than the quotient arrived at by dividing the total number of votes that may be cast plus the authorized number of managers. No manager shall continue to serve on the Board if during his term of office he shall cease to be an Owner.

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

ARTICLE V

MEETING OF MANAGERS

5.1. Regular Meetings. Regular meetings of the Board shall be conducted at least monthly at a time and place within or near the Property as may be fixed by the Board. Notice of the time and place of regular meetings shall be given to each manager personally or by mail, telephone or electronic mail at least three (3) days prior to the day named for the meeting and shall also be posted at a prominent place or places within the Common Areas.

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

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

5.4. Quorum. The presence in person of a majority of the managers at any meeting of the Board shall constitute a quorum for the transaction of business and the acts of a majority of the managers present at a meeting at which a quorum is present shall be the acts of the Board. If at any meetings of the Board there shall be less than a quorum present, a majority of those present may adjourn from time to time. At any such adjourned meeting at which a quorum is

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present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

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

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

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

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

5.9. Compensation. No member of the Board shall receive any compensation from the Homeowners' Association or Owners for acting as such.

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

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ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF MANAGERS

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

6.1.1 To select, appoint, supervise and remove all officers, agents and employees of the Homeowners' Association; to prescribe such powers and duties for them as may be consistent with law and with the Declaration and these By-Laws; to fix their compensation (if not prohibited under these By-Laws); and to require from them security for faithful service when deemed advisable by the Board;

6.1.2 To enforce the applicable provisions of the Declaration, these By-Laws and other instruments relating to the ownership, management and control of the Property;

6.1.3 To adopt and publish rules and regulations governing the use of the Common Areas and facilities and the personal conduct of the Members or their guests, and to establish procedures and penalties for the infraction thereof, subject to approval of the Members;

6.1.4 To pay all taxes and assessments which are or could become a lien on the Common Areas or a portion thereof;

6.1.5 To contract for casualty, liability and other insurance on behalf of the Homeowners' Association as provided in the Declaration;

6.1.6 To cause the Common Areas to be maintained and to contract for goods and/or services for the common element or for the Homeowners' Association, subject to the limitations set forth in this Article;

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

6.1.8 To prepare budgets and financial statements for the Homeowners' Association as prescribed in these By-Laws;

6.1.9 To initiate and execute disciplinary proceedings against Members of the Homeowners' Association for violations of the provisions of the Declaration, these By-Laws and such rules as may be promulgated by the Board in accordance with procedures set forth in these By-laws;

6.1.10 To enter upon any privately owned Lot as necessary in connection with construction, maintenance or emergency repair for the benefit of the Common Areas of the Owners;

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

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

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

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

6.1.13.2 At least ninety percent (90%) or more of the expenditures of the Homeowners' Association for any taxable year shall be for the acquisition, construction, management, maintenance and benefit of the Homeowners' Association's property.

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

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

6.2.1 Incurring aggregate expenditures for capital improvements to the Common Areas in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Homeowners' Association for that fiscal year.

6.2.2 Selling during any fiscal year property of the Homeowners' Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Homeowners' Association for that fiscal year.

6.2.3 Paying compensation to managers or to officers of the Homeowners' Association for services performed in the conduct of the Homeowners' Association's business,

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provided, however, the Board may cause a manager or officer to be reimbursed for expenses incurred in carrying on the business of the Homeowners' Association.

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

6.2.4.1 A management contract;

6.2.4.2 A contract with a public utility company if the rates charged for the materials or services are regulated by the Corporation Commission or similar administrative agency; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate; and

6.2.4.3 Prepaid casualty and/or liability insurance policies of not to exceed three (3) years duration provided that the policy permits for short rate cancellation by the insured.

ARTICLE VII

OFFICERS AND DUTIES

7.1. Enumeration and Term. The officers of the Homeowners' Association shall be a president and vice president, who shall at all times be members of the Board, a secretary and a treasurer and such other officers as the Board may from time to time create by resolution. The officers shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign or shall be removed or otherwise disqualified to serve.

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

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

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

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

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

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

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

7.6.3 Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Homeowners' Association, together with their addresses, and shall perform such other duties as provided by the Board.

7.6.4 Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Homeowners' Association and shall disburse such funds as directed by resolution of the Board; shall co-sign all checks and promissory notes of the Homeowners' Association; and shall keep proper books of accounts and prepare or have prepared financial statements as required in these By-Laws. The duty of the treasurer to receive and deposit funds and to sign checks in the ordinary course of the Homeowners' Association's business may be delegated to a management company as provided in these By-Laws.

7.7. Compensation of Officers. No officers shall receive any compensation from Homeowners' Association or Owners for acting as such.

ARTICLE VIII

MAINTENANCE AND ASSESSMENTS

Pursuant to the procedures and guidelines set forth in the Declaration, the Board shall levy, collect and enforce regular and special assessments for the operation of the Homeowners' Association and for management, maintenance and operation of the Common Areas. The assessments shall be used exclusively to promote the recreation, health, safety and welfare of all residents in the entire Property, for improvements and maintenance of the Common Areas, and for the common good of the Property. Regular assessments shall include an adequate reserve fund for maintenance, repairs and replacement of the Common Areas.

ARTICLE IX

DISCIPLINE OF MEMBERS; SUSPENSION OF RIGHTS

The Homeowners' Association shall have no power to cause forfeiture or abridgment of an Owner's right to the full use and enjoyment of his individually owned Lot on account of a failure of the Owner to comply with provisions of the Declaration, these By-Laws or of duly

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enacted rules of operation for the Common Areas and facilities, except where the loss or forfeiture is the result of the judgment of a court or a decision arising out of arbitration or on account of a foreclosure or sale under a power of sale for failure of the owner to pay assessments levied by the Homeowners' Association. Notwithstanding the foregoing, the Board shall have the power to impose reasonable monetary penalties, temporary suspensions of an Owner's rights as a member of the Homeowners' Association or other appropriate discipline for failure to comply with the Declaration, these By-Laws or duly enacted rules; provided that the Owner who allegedly violates said rules shall be given reasonable notice and the opportunity to be heard by the Board with respect to the alleged violations before a decision to impose discipline is reached. In the case in which monetary penalties are to be imposed, such penalties shall be according to a schedule of penalties, related to specific offenses, which schedule shall be proposed by the Board and approved by the vote or written assent of a majority of the Members. Such penalties shall bear a reasonable relationship to the conduct for which the penalty is imposed.

ARTICLE X

BUDGETS, FINANCIAL STATEMENTS, BOOKS AND RECORDS

10.1. Budgets and Financial Statements. Financial statements for the Homeowners' Association shall be regularly prepared and copies shall be distributed to each of the Homeowners' Association's Members as follows:

10.1.1 A pro forma operating statement (budget) for each fiscal year shall be distributed not less than sixty (60) days before the beginning of the fiscal year.

10.1.2 A balance sheet as of an accounting day which is the last day of the month closest in time to six (6) months from the date of closing of the first sale of a Lot in the Property to an individual buyer) and an operating statement for the period from the date of the first closing to the said accounting date shall be distributed within sixty (60) days after the accounting date. This operating statement shall include a schedule of assessments received and receivable identified by the number of the Lot and the name of the Owner assessed.

10.1.3 A balance sheet as of the last day of the Homeowners' Association's fiscal year and an operating statement for said fiscal year shall be distributed within ninety (90) days after the close of the fiscal year. In the event a holder, insurer or guarantor of any first mortgage that is secured by a Lot in the Property submits a written request therefore, the Homeowners' Association will provide an audit statement for the preceding fiscal year.

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

10.3. Inspection of Homeowners' Association's Books and Records. The membership register, books of account and minutes of meetings of the members of the Board and of committees of the Board or Homeowners' Association shall be made available for inspection and copying by any Member of the Homeowners' Association or by his duly appointed representative at any reasonable time and for a purpose reasonably related to his interest as a Member at the

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office of the Homeowners' Association or at such other place within the Property as the Board shall prescribe. Such inspection may take place on weekdays during normal business hours following at least forty-eight (48) hours written notice to the Board by the Member desiring to make the inspection. Any Member desiring copies of any document shall pay the reasonable cost of reproduction. Every manager shall have the absolute right at any reasonable time to inspect all books, records and documents of the Homeowners' Association and the physical properties owned or controlled by the Homeowners' Association. The right of inspection by a manager includes the right to make extracts and copies of documents.

ARTICLE XI

AMENDMENT OF BY-LAWS

These By-Laws may be amended by a vote or written assent of Owners by at least seventy-five percent (75%) of the aggregate votes held by the Owners as established by the Declaration; provided, however, that each of the particular requirements set forth in Okla. Stat. tit. 60, §§ 851 through 855, inclusive, as they now read or may be hereafter amended shall always be embodied in the By-Laws. Such modification or amendment of these By-Laws shall not become operative unless set forth in an amended Declaration and duly recorded in the office of the County Clerk of Oklahoma County, Oklahoma.

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.1. Regulations. All Owners, tenants or their employees or any other person that might use the facilities of the Property in any manner are subject to the regulations set forth in these By-Laws and in the Declaration and exhibits thereto and to all reasonable rules enacted pursuant to the Declaration. Acquisition, rental or occupancy of any Lot shall constitute acceptance and ratification of the revisions of all such rules and regulations.

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

12.3. Committees. The Board shall appoint a nominating committee as provided in these By-Laws. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purposes.

12.4. Notices. Any notice permitted or required to be given by the Declaration and exhibits thereto may be delivered either personally or by mail or as otherwise specifically provided in the Declaration and exhibits thereto. If delivery is by mail, it shall be deemed to have been given seventy-two (72) hours after a copy of the same has been deposited in the

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United States mail, postage prepaid, return receipt requested, addressed to each person at the current address or addressed to the Lot of such person if no address has been given to the secretary; provided, however, that notice of regular or special meetings of Members may be mailed without a return receipt.

ARTICLE XIII

OBLIGATIONS OF THE HOMEOWNERS

13.1. Assessments.

13.1.1 Assessments. Assessments shall be due in advance on the first day of the quarter for which they are due as stated in the Declaration or as otherwise established by the Board. However, in no event shall the Assessments be made in a manner inconsistent with the Declaration. After assessments have been set by the Board, the Board shall prepare and deliver or mail to each Owner an individual statement of the Owner's assessment; thereafter, statements shall be prepared and delivered or mailed only in the event of a change in the assessment, the levying of a special assessment or in the event an Owner becomes delinquent in the payment of the assessments.

13.1.2 Special Assessments. In addition to those assessments described in paragraph 13.1.1, above, special assessments may be made from time to time by the Board to meet other needs or to construct or establish facilities deemed of benefit to the Homeowners' Association and the Owners by the Board or to overcome deficits in the monthly operating budgets; however, there shall be no special assessments for additions, alterations or improvement of or to the Common Areas requiring an expenditure by the Homeowners' Association in excess of ten (10) times the annual assessment amount in any one calendar year without the vote of the majority of the Owners in accordance with their voting power. Such limitations shall not be applicable, however, to special assessments for the replacement, repair, maintenance or restoration of any Common Areas which are to be paid for by the Homeowners' Association according to the Declaration and these By-Laws and shall not be applicable to the purchase, if any, by the Homeowners' Association of a Lot for use as an office by the Homeowners' Association.

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

ESTABLISHMENT OF BY-LAWS

The undersigned Developer and all of the managers appointed by the Developer, pursuant to the Declaration of Covenants, Conditions and Restrictions and these By-Laws, do hereby certify the foregoing to be the By-Laws of The Grand Homeowners' Association and, by our signatures hereto, do hereby adopt the foregoing By-Laws as of the _____ day of _____, 2011.

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DEVELOPER:

CIC, LLC,
an Oklahoma limited liability company

By: _____
Name: _____
Title: _____

MANAGERS:

_____
Name: _____
Title: Manager

_____
Name: _____
Title: Manager

_____
Name: _____
Title: Manager

_____
Name: _____
Title: Manager

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EXHIBIT "C"

LEGAL DESCRIPTION FOR PRELIMINARY PLAT

New Tract #1:

A tract of land in the NW/4 of Section Eighteen (18), Township Thirteen (13) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as:

COMMENCING at a found Cut "+" at the Northwest Corner of Northwest Quarter of said Section Eighteen (18):

THENCE South 89°16'48" East, coincident with the North line of said Northwest Quarter, a distance of 1,334.55 feet to a point:

THENCE South 00°43'12" West, departing said North line, a distance of 60.00 feet to the POINT OF BEGINNING:

THENCE South 23°38'19" West, a distance of 591.35 feet;

THENCE South 64°20'47" East, a distance of 209.75 feet;

THENCE South 33°56'36" East, a distance of 519.23 feet;

THENCE South 07°50'05" East, a distance of 146.79 feet;

THENCE South 36°31'17" West, a distance of 626.66 feet;

THENCE South 17°03'47" East, a distance of 298.94 feet;

THENCE South 01°07'11" West, a distance of 167.59 feet;

THENCE South 60°20'42" West, a distance of 354.98 feet;

THENCE South 00°00'00" East, a distance of 26.75 feet;

THENCE South 45°14'46" East, a distance of 315.81 feet to a point on the South line of said Northwest Quarter;

THENCE North 89°26'45" West, coincident with said South line, a distance of 1,214.69 feet to a found Mag Nail at the Southwest corner of said Northwest Quarter;

THENCE North 00°10'40" West, coincident with the West line of said Southwest Quarter, a distance of 1,588.73 feet;

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THENCE North 89°48'20" East, departing said West line, a distance of 50.00 feet;

THENCE North 01°25'51" East, a distance of 600.24 feet;

THENCE North 89°49'20" East, a distance of 814.01 feet;

THENCE North 22°30'57" East, a distance of 423.04 feet;

THENCE South 89°16'48" East, a distance of 289.41 feet to the POINT OF BEGINNING.

Said tract of land containing 2,954,055 square feet or 67.8158 acres, more or less.

New Tract #2:

A tract of land in the Northwest Quarter (NW/4) of Section Eighteen (18), Township Thirteen (13) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as:

Beginning at a Found PK nail at the Northeast corner of the Northwest Quarter (NW/4)

THENCE South 00°20'51" East, coincident with the East line of said Northwest Quarter (NW/4), a distance of 2,647.90 feet to a found to iron rod with orange cap marked "J & A 1484" at the Southeast corner of the Northwest Quarter (NW/4);

THENCE North 89°26'45" West, coincident with the South line of said Northwest Quarter (NW/4), a distance of 1,428.14 feet;

THENCE North 45°14'46" West, departing said South line, a distance of 315.81 feet;

THENCE North 00°00'00" East, a distance of 26.75 feet;

THENCE North 60°20'42" East, a distance of 354.98 feet;

THENCE North 01°07'11" East, a distance of 167.59 feet;

THENCE North 17°03'47" West, a distance of 298.94 feet;

THENCE North 36°31'17" East, a distance of 626.66 feet;

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THENCE North 07°50'05" West, a distance of 146.79 feet;

THENCE North 33°56'36" West, a distance of 519.23 feet;

THENCE North 64°20'47" West, a distance of 209.75 feet;

THENCE North 23°38'19" East, a distance of 591.35 feet;

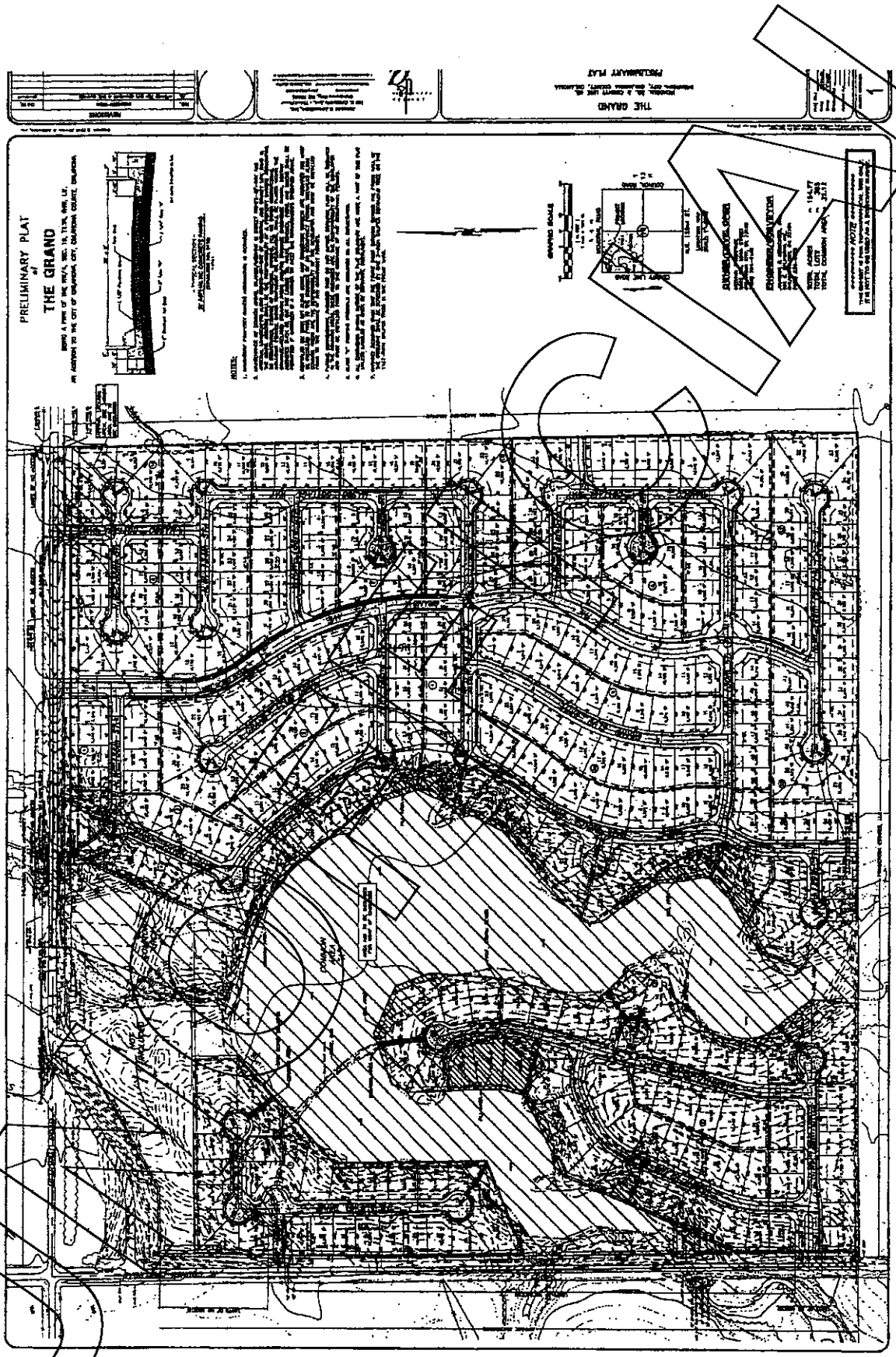
THENCE North 00°43'14" East, a distance of 60.00 feet;

THENCE South 89°16'48" East, a distance of 1,300.55 feet to the POINT OF BEGINNING.

Said tract of land containing 3,543,409 square feet or 81.3455 acres, more or less.

See next page for Preliminary Plat.

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EXHIBIT "D"

DESIGN GUIDELINES

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DESIGN GUIDELINES

FOR

THE GRAND

DEVELOPER:

CIC, LLC

Effective: March 1, 2011

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DESIGN GUIDELINES
FOR
THE GRAND

ARTICLE I - INTRODUCTION TO DESIGN REVIEW

1.1. Purpose of Design Guidelines. The Design Guidelines provide an overall framework and comprehensive set of standards and procedures for the development of the community in an orderly and cohesive manner. The architectural and improvement design standards, and the landscaping and site standards have been developed to assist in the modifying and landscaping of homes within The Grand. The standards set forth criteria for design, style, materials, colors, and location of site improvements, landscaping, and signage. The Design Guidelines also establish a process for review of proposed modifications to homes to ensure that all sites within The Grand are developed with the consistency and quality that attracted you to this community.

1.2. Governmental Permits. To the extent the City of Oklahoma City, Oklahoma ordinances or any building code or regulation requires a more restrictive standard than the standards set forth in these Design Guidelines or the Covenants, Conditions and Restrictions for The Grand, the governmental standards shall prevail. To the extent that any governmental standard is less restrictive than these Design Guidelines or the Covenants, Conditions and Restrictions, the Covenants, Conditions and Restrictions and Design Guidelines (in that order) shall prevail.

1.3. Preparer. These Design Guidelines have been prepared by CIC, LLC (the "Developer") and adopted by the Developer and are made part of The Grand Homeowners' Association Covenants, Conditions and Restrictions. The Design Guidelines may be changed and amended to serve the needs of an evolving community pursuant to the procedures set forth by the Developer and in Article VIII of these Design Guidelines.

1.4. Applicability of Design Review. These Design Guidelines govern all property submitted to the Developer or Architectural Review Committee. Unless otherwise specifically stated in the Design Guidelines, all plans and materials for new construction or exterior modifications of improvements on a home must be approved before any constructions activity begins. Unless otherwise specifically stated in these Design Guidelines, no structure may be erected upon any Lot and no improvements (including staking, clearing, excavation, grading and other site work, exterior alteration of existing improvements, and planting or removal of landscaping materials) shall take place without receiving the prior written approval of the appropriate Reviewer as described below. Any Owner may remodel, paint, or redecorate the interior of his or her home without approval. However, alterations to porches, patios, and similar portions of a home visible from outside the structures on the home shall be subject to approval. Where these Design Guidelines specifically allow an Owner to proceed without advance approval, such allowance shall only be effective so long as the Owner complies with the requirements of the stated guidelines. Owners are responsible for ensuring compliance with all standards and procedures within these Design Guidelines. Owners are also governed by the

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requirements and restrictions set forth in the Covenants, Conditions and Restrictions and any applicable Supplemental Covenants, Conditions and Restrictions. In particular, Owners must act in accordance with the Community Wide Standard when undertaking any new construction or exterior modifications, including the installation or removal of landscaping to their homes. In addition, Owners should review and become familiar with the "Use Restrictions" applicable to The Grand promulgated in accordance with Article VII of the Covenants, Conditions and Restrictions, which address restricted and prohibited activities and conditions within the community.

1.5. Review Structure. Architectural control and design review of The Grand is handled by either (i) the Developer, or (ii) the Architectural Review Committee. The term "Reviewer," as used in these Design Guidelines, shall refer to the appropriate reviewing entity.

1.5.1 Developer. The Developer has exclusive jurisdiction over all matters relating to architectural control. The Developer shall review plans and specifications for and shall have jurisdiction over all construction and landscaping on any home, shall be the conclusive interpreter of these Design Guidelines, shall monitor the effectiveness of these Design Guidelines, and may, but shall not be obligated to, promulgate additional design standards and review procedures as it deems appropriate. Prior to the surrender or termination of this right, the Developer may, but shall not be obligated to, delegate in writing all or a portion of its rights under this Section to the Architectural Review Committee (the "ARC") appointed by the Association's Board. In the event of such delegation, ARC jurisdiction shall be limited to such matters as are specifically delegated by the Developer. In addition, any such delegation shall be subject to (i) the right of Developer to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (ii) the right of Developer to veto any decision which Developer determines, in its sole discretion, to be inappropriate or inadvisable for any reason.

1.5.2 Architectural Review Committee. The ARC has jurisdiction over those responsibilities delegated to it by the Developer during the Design Review Period. Upon the expiration or termination of the Design Review Period, the ARC has jurisdiction over architectural matters as set forth in Article VII of the Covenants, Conditions and Restrictions. Developer shall name the members of the ARC or allow the Board to appoint one or more members to the ARC.

ARTICLE II - DESIGN REVIEW PROCEDURES

2.1. Review of New Construction. Plans for new construction upon any home site must be reviewed and approved by the Reviewer, requiring the submission of an Application for Review. Each Application shall submit a conceptual or preliminary site layout, elevation, and floor plan. Also, exterior finishes and color schemes, if available, and information concerning drainage and landscaping shall be provided. Applicants may request an initial meeting with a representative of the Reviewer to address any questions about The Grand and the Design Guidelines.

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The Application for Review may be waived, in the discretion of the Reviewer, for builders who have been approved for participation in a builder program approved by the Developer. To be pre-approved, the plans and specifications shall show the nature, kind, shape, color (if available at that time), size, materials and location of all proposed structures and improvements. Any changes made to pre-approved plans and specifications during the construction of improvements shall require approval of the Reviewer.

2.2. Review of Modifications. The review of modifications shall require the submission of an Application for Review to the Reviewer. Depending on the scope of the modification, the Reviewer may require the submission of all or some of the plans and specifications listed below. In the alternative, the Reviewer may require a less detailed description of the proposed modification. The review and approval of modifications shall take place within the same time periods as required for new construction. A form Application for Review is attached to these Design Guidelines as Exhibit "A."

The Owner shall submit the Application for Review requesting review by the Reviewer. Such Application for Review shall meet the following requirements:

2.2.1 Information Regarding Owner. The Application for Review shall include the following information about the Owner and the site.

(a) Owner's name, address, and telephone number;

(b) Type of home;

(c) Builder's name, company name, and business telephone number; and

(d) Address of the property for the request.

2.2.2 Nature of Request. The Applicant shall attach a written description of the proposed new construction or modification to the Application for Review.

2.2.3 Duplicate. If requested, the Owner shall submit all documents included in the Application for Review in duplicate.

2.2.4 Address of Reviewer. All Applications for Review shall be addressed to the appropriate Reviewer at the address set forth in the Application for Review.

2.3. Plans to be Reviewed. The Applicant shall submit one non-returnable set of final plans and specifications of the proposed new construction or modifications, which may consist of any or all of the following, as appropriate (unless otherwise noted, minimum scale of plans shall be 1/4 inch = 1 foot).

2.3.1 Site Plan. Site plan, including building footprint, setback lines, easements, paving, and parking (driveway widths, parking bay sizes), planters, sidewalks, fences, grading and drainage, retaining walls, and other improvements.

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2.3.2 Floor Plan. The floor plan including porches and patios (covered and uncovered), decks and any other structure to be placed on the home site.

2.3.3 Elevation. Front, rear, and side exterior elevations showing building materials and finishes, and indicating the maximum height of the home.

2.3.4 Roof Plan. Roof plan indicating type and color of materials, pitch, and gable details.

2.3.5 Other. Such other information, data, and drawings as may be reasonably requested, including without limitation, walls and fences, landscaping, and other features.

2.4. Review Criteria; Variances. While the Design Guidelines are intended to provide a framework for construction and modifications, the Design Guidelines are not all-inclusive. In its review process, the Reviewer may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other things. Reviewer decisions may be based on purely aesthetic considerations. However, no Reviewer shall grant approval for proposed construction that is inconsistent with the Design Guidelines, unless such Reviewer grants a variance.

2.5. Design Review Period. Each Application for Review shall be approved or disapproved within 30 days of submission of all materials required by the Reviewer. Within 30 days of receipt of a complete review request, the Reviewer shall respond to the Owner. One set of plans shall be returned to the Owner, accompanied by the Reviewer's decision. The other set of plans shall be retained for the Reviewer's records. The Reviewer's decision shall be rendered in one of the following forms.

2.5.1 "Approved." The entire application, as submitted, is approved in total.

2.5.2 "Approved as Noted." The application is not approved as submitted, but the Reviewer's suggestions for curing objectionable features or segments are noted. The Owner may proceed with the work to be performed; however, in so doing, the Owner must cure the objectionable features or segments that have been noted by the Reviewer.

2.5.3 "Disapproved." The entire application, as submitted, is rejected in total. The Reviewer may provide comments but is not required to do so. If the Reviewer fails to respond within 30 days, approval shall be deemed granted. However, no construction or modification that is inconsistent with the Covenants, Conditions, and Restrictions or the Design Guidelines shall be deemed approved, unless the Reviewer has granted a variance.

2.6. Appeal. Any Owner shall have the right to appeal a decision of the Reviewer by resubmitting the information and documents specified above. However, such appeal shall be considered only if the applicant has modified the proposed construction or modification or has new information which would, in the Reviewer's opinion, warrant reconsideration. If the

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Reviewer does not allow an appeal or if the Reviewer, after appeal, again rules in a manner aggrieving the Owner, the Reviewer's decision shall be final. In the case of a disapproval and resubmitted application, the Reviewer shall have 10 days from the date of each resubmitted application to approve or disapprove any resubmitted application. The filing of an appeal does not extend any maximum time period for the completion of any new construction or modification.

2.7. City of Oklahoma City Approval. The review and approval of plans and specifications shall not be a substitute for compliance with the permitting and approval requirements of the City of Oklahoma City or other governmental authorities. It is the responsibility of the Owner to obtain all necessary permits and approvals. Likewise, approval of plans and specifications by the City of Oklahoma City does not replace the need to obtain approval from the Reviewer.

2.8. Implementation of Approved Plans. All work must conform to approved plans. If it is determined by the Reviewer that work completed or in progress on any home is not in compliance with these Design Guidelines or any approval issued by the Reviewer, the Reviewer shall notify the Owner of the home on which such noncompliance is located or shall notify the Board. If the Reviewer notifies the Board, the Board shall notify the Owner. In either case, the Reviewer or the Board shall give, within 30 days of the inspection, written notice to the Owner of such noncompliance, which notice shall specify in reasonable detail the particulars of noncompliance and shall require the Owner to remedy the same. Prior to issuance of written notice and referral for further Board action, the Reviewer shall use reasonable efforts to mediate the dispute and encourage the Owner to bring the improvements into compliance with these Design Guidelines or any variance issued by the Reviewer. If the Owner fails to remedy such noncompliance or fails to commence and continue diligently toward achieving compliance within the time period stated in the notice, then such noncompliance shall be deemed to be in violation of the Developer and these Design Guidelines. In such case, the Board or the Developer, whichever is appropriate, shall notify the Owner that it may take action to remove the noncompliance and/or seek injunctive relief, recovery of costs incurred, and imposition of an assessment.

2.8.1 Time to Commence. If construction does not commence on a project for which plans have been approved within 120 days of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the plans to the appropriate Reviewer for reconsideration.

2.8.2 Time to Complete.

(a) New Construction. Homes must start construction within 6 months of lot purchase and be complete within 12 months after the commencement of construction, unless approval for a longer period is approved by the ARC. For the purposes of this Section, construction shall be deemed "completed" upon the issuance of a certificate of occupancy for the home by the appropriate City of Oklahoma City entity and the complete installation of all landscaping on the home.

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(b) Modifications. The Reviewer shall include in any approval of a modification a maximum time period for the completion of any modification. If no maximum time period is specified in the approval, modifications shall be completed within 90 days of the commencement of work. The Owner may request an extension of the maximum time period for both new construction and modifications not less than 3 days prior to the expiration of the maximum time period, which the Reviewer may approve or disapprove, in its sole discretion.

2.9. Changes After Approval. All proposed changes to plans, including changes that affect the exterior of the any building, colors, windows, grading, or paving, made after the approval of plans must be submitted to and approved in writing by the Reviewer prior to implementation. Close cooperation and coordination between the Owner and the Reviewer will ensure that changes are approved in a timely manner. If the City of Oklahoma City or any other authority having jurisdiction requires that changes be made to final construction plans previously approved by the Reviewer, the Owner must notify the Reviewer and receive approval from the Reviewer prior to implementing such changes.

2.10. Enforcement. In the event of any violation of these Design Guidelines, the Developer or the Board may take any action set forth in the By-Laws or the Covenants, Conditions, and Restrictions, including the levy of a Special Assessment pursuant to Article V of the Covenants, Conditions, and Restrictions. The Developer or the Board may remove or remedy the violation and/or seek injunctive relief requiring the removal or the remedying of the violation. In addition, the Developer or the Board shall be entitled to recover the costs incurred in enforcing compliance and/or impose an assessment against the Owner and the home upon which such violation exists.

ARTICLE III - DESIGN STANDARDS

3.1. Accessory Buildings. Owners shall secure Reviewer approval prior to construction of any accessory building, including sheds or permanently installed playhouses. A detached garage is not considered an accessory building and its construction shall require Reviewer approval on a case-by-case basis. Accessory building shall meet the following criteria:

3.1.1 Color, Material, Style. An accessory building must be of the same color, material and architectural style as the main residence or of color, material and style that is generally recognized as complementary to that of the main residence. An accessory building's roofing materials shall match those of the main residence. Accessory buildings shall be no larger than 10 feet by 10 feet (10' x 10'). Vinyl and metal siding is prohibited.

3.1.2 Utilities Service. Any utilities servicing accessory buildings shall be installed underground.

3.1.3 Location. Accessory buildings generally shall be located in the rear one third of the yard, shall conform to the side and rear yard setbacks required pursuant to City of

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Oklahoma City ordinances, shall not unreasonably obstruct any adjacent neighbor's views and must be screened by a fence.

3.1.4 Pre-Made Buildings. We recognize that new products become available each year and some pre-made storage buildings may be acceptable, but MUST be submitted for review before it is placed on the home site.

3.2. Additions, Expansions, and Alterations. Reviewer approval is required for any alteration to, addition to, or expansion of a home. The architectural design and materials used in any and all exterior additions, alterations or renovations shall strictly conform to the original home's design with respect to style, detailing and materials used in the initial construction.

3.3. Air-Conditioning Equipment. Window units are prohibited. Installation of air-conditioning equipment higher than four feet (4') above finished ground is prohibited.

3.4. Antennae. Except for satellite receivers as set forth herein, antennae, radio towers, or other apparatus for sending or receiving communications signals are prohibited. Notwithstanding the foregoing, homes may be wired for cable television and other communications in accordance with standards approved by the Reviewer for The Grand.

3.5. Architectural Standards. The architecture standards include, but are not limited to, the minimum square footage requirements, masonry requirements and roof pitch for The Grand, and are detailed on Exhibit "B." Vinyl or metal siding is prohibited.

3.6. Awnings and Overhangs. The installation of awnings or overhangs requires Reviewer approval. The awning or overhang color must be the same as or generally recognized as complementary to the exterior of the residence. All awnings must be kept in good repair.

3.7. Birdbaths, Birdhouses and Birdfeeders. Reviewer approval is not required for the rear yard installation of any birdbath that has a height of 30 inches or less, including any pedestal. Placement in any front or unfenced side yard requires Reviewer approval.

3.8. Carports. Carports are prohibited.

3.9. Clotheslines. Clotheslines are prohibited.

3.10. Decks and Balconies. Owners shall secure Reviewer's approval before installing decks or balconies. Decks and balconies must be constructed of wood or other material similar to that of the residence and, if painted, must be painted a color similar to or generally accepted as complementary to the residence. Decks and balconies must be installed as an integral part of the residence or patio area. Any such decks or balconies must be located so as not to obstruct or diminish the view of or create an unreasonable level of noise for adjacent property owners. Construction shall not occur over easements and must comply with the applicable City of Oklahoma City requirements.

3.11. Dog Houses, Runs and Kennels. Dog houses are permitted without review so long as the dog house is not visible from the street, adjacent property or Common Area. If the doghouse will be visible, Reviewer approval shall be required and screening, fencing or

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landscaping may be required. Dog runs and animal kennels are prohibited. No animal structure shall provide shelter for more than 3 dogs over 6 months of age.

3.12. Elevation. A height limit of forty feet (40') for each home shall be the maximum height of each building and shall be measured from finished ground floor to the highest projection of the roof or roof element. The Reviewer will consider vertical height coordination and compatibility of adjacent buildings with regard to building profiles an important design element. The Owner may be required to provide additional drawings to the Reviewer demonstrating the compatibility of building profiles not only in frontal elevation but also from overlapping side elevations of structures on adjacent homes.

3.13. Exterior Lighting. Reviewer 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 spotlights, floodlights, or ballasted fixtures (sodium, mercury, multi-vapor, fluorescent, metal halide, etc.) requires Reviewer approval. The Reviewer may take into consideration the visibility and style of the fixture and its location on the home.

3.14. Flagpoles and Seasonal Decorations. Reviewer approval is not required for the installation of a single flagpole so long as it does not exceed 15 ft. above finished grade. If located in the front yard, a flagpole must be at least fifteen feet (15') feet from the front property line. Seasonal decorations are encouraged in The Grand, but they must conform to the Community Wide Standard.

3.15. Garages. Side or rear entry garages shall be encouraged; garages that face the street must be approved by Reviewer. Garages which are constructed independent from the home require Reviewer approval. Such garages shall be compatible with and complementary to the main residence in architectural style, material, color and location.

3.16. Gazebos and Greenhouses. Reviewer approval is required prior to the construction of any gazebo or greenhouse.

3.17. Hot Tubs and Saunas. Any hot tub, Jacuzzi, sauna or spa shall be an integral part of the deck or patio. A hot tub, Jacuzzi, sauna or spa shall be located in the rear or fenced side yard, shall be installed in such a way that it is not immediately visible to adjacent property owners, 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.

3.18. Latticework. Latticework or a garden trellis which is a part of the landscaping and compatible with the exterior of a structure may be installed without approval.

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3.19. Mailboxes. Mailboxes shall be constructed of brick, stone or similar material and of the design chosen by the Developer or approved by Reviewer. Addresses must be included on mailboxes and mailboxes may use lights to illuminate address.

3.20. Retaining Walls. If a retaining wall is needed to insure proper elevation and/or drainage, it must be shown on the site plan and built out of KEYSTONE wall system and light grey in color or as approved by Reviewer.

3.21. Patios. Reviewer approval is required for the construction of patio covers, open patios and enclosed patios. Patio covers shall be constructed of wood or material generally recognized as complementary in color to the exterior color of the residence.

3.22. Playhouses. A playhouse shall be considered an accessory building if it measures more than fifty square feet (50'), is more than six feet (6') high from peak to ground or is constructed on a concrete slab or footing.

3.23. Pools. Any pool shall be located in the rear or side yard, shall be installed in such a way that it is not immediately visible to adjacent property owners and shall not create an unreasonable level of noise for adjacent property owners. Pools shall be fenced for safety purposes and Owners may be required to install safety features such as locks or covers for these items when they are not in use. Above ground pools will not be permitted unless approved by Reviewer.

3.24. Recreational Equipment. Basketball goals shall be sleeve-set (permanently set in the ground) and be located behind the building line of the home. Backboards shall be clear. Goals shall not be located adjacent to property lines if such will interfere with a neighbor's living areas, landscaping and vehicles. Portable basketball goals are prohibited. No approval is required for the installation of play and sports equipment so long as the equipment is no taller than seven feet (7') and located in the back or side yard and not visible from the street. Owner shall exercise consideration toward neighbors. Any such equipment shall be set back a reasonable distance from adjacent property lines so as to avoid disturbance of neighbors and shall not obstruct neighbor's views. Tree houses are prohibited.

3.25. Roofing. See Exhibit "B."

3.26. Roof Accessories and Equipment. Reviewer approval is required for all rooftop equipment and accessories unless specifically excepted in this Section. Installed solar energy equipment shall have the appearance of a skylight, shall have a finished trim material or curb and shall not be visible from the street. Landscaping or other buffering may be required for solar panels. Reviewer approval is not required for skylights having measurements of 3 feet by 5 feet (3' x 5') or less. Skylights should be placed in locations so as not to detract from the building elevations and not on the front of the home.

3.27. Satellite Receivers. To the extent permitted by law, all plans relating to the installation of satellite receivers shall be submitted to the Reviewer prior to installation. Satellite receivers shall be no larger than 30 inches in diameter, and shall be mounted on the main residential dwelling in a location which is not visible from the street.

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3.28. Setbacks. Setback requirements from property lines are established by City of Oklahoma City ordinance and are subject to public utility easements, drainage easements, landscape easements depicted on the Master Plan and rights-of-way. (Refer to the Recorded Plat for further guidance).

3.29. Siding. Owners shall seek Reviewer approval before installing or replacing siding which differs from original material.

3.30. Signs. Placement of any sign on a home is prohibited except for the following limited exceptions.

3.30.1 Builder or Trade Signs. One builder sign and permit board shall be allowed per home; however, no subcontractor or trade signs shall be permitted. 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 Grand except on the subject property. Builder and realtor signs are subject to review as to location, color, size, and detailing. A builder sign shall be erected on the site prior to the commencement of any work including clearing or grading. Model homes may have more signage.

3.30.2 Security Signs. One security sign may be permitted in the front yard located either adjacent to the driveway or in close proximity to the front entrance of the main dwelling. The Reviewer may impose size, shape and color restrictions on security signs.

3.31. Statues. Reviewer approval is not required for the rear-yard installation of any statue which, including any pedestal stand no more than four feet (4') tall. Reviewer approval is required for any statute placed in view of the street or from a Common Area.

3.32. Temporary Structures. Temporary structures other than those used during the initial construction of a residence, including without limitation, shacks are prohibited. Reviewer approval is required for tents other than camping tents that are used for occasional overnight sleeping in backyards by children and are left standing for no longer than seventy-two (72) hours.

3.33. Trash Containers. Trash containers shall not be stored in view from the street.

3.34. Utilities. Pipes, wires, poles, utility meters and other utility facilities shall be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure. Any utilities or utility equipment not installed below ground or within an enclosed structure requires Reviewer approval. Utilities include water, wastewater systems, telephone, cable television and miscellaneous conduits.

3.35. Vehicle Parking and Storage. No campers, recreational, off road or racing vehicles, boats, motor homes or large commercial vehicles, nor any vehicle in the process of

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being repaired or otherwise presently inoperable shall be parked or stored on any Lot or driveway. They may be stored in a garage.

3.36. Docks. Owners of Lots with access to the Lake Area may construct docks made of cedar wood or other wood approved by the Reviewer and such docks shall not exceed a size limit of 12 feet by 12 feet (12' x 12') or be smaller than 8 feet by 8 feet (8' x 8').

ARTICLE IV - LANDSCAPING AND SITE STANDARDS

Landscaping is an essential element in The Grand. All landscaping shall be maintained in accordance with the requirements of the Developer and any City of Oklahoma City ordinances that may be applicable.

4.1. Initial Landscaping. See "Exhibit C" for amount and size of trees and plants. All landscaping installed by a builder shall be maintained by the Owner in a manner consistent with the Community Wide Standard.

4.2. Drainage. Drainage of the Lot must conform to all City of Oklahoma City requirements. All drainage and grading must be indicated on the Site Plan. There shall be no interference with the established drainage pattern over any Lot except as approved in writing by the Reviewer. The established drainage pattern is defined as the drainage pattern as engineered and constructed by the builder prior to (or in some cases, immediately following) conveyance of title from builder to the Owner. Owners may make minor drainage modifications to their Lots provided that they do not alter the established drainage pattern.

4.3. Fences. No fences may extend beyond the front face of the exterior wall that contains the primary home's front entrance. Any fences, whether constructed by the Owner or the builder, shall be well repaired and maintained consistent with the Community Wide Standard. In the event a fence or wall is damaged or destroyed, the Owner shall repair or recondition the same at the Owner's expense within a reasonable time. Fences shall be constructed of six foot (6') wood pickets with the rails on the inside. Wood fences may be stained with a cedar tint, however, no painted fences will be allowed. Any fence other than six foot (6') wood pickets must be approved by Reviewer prior to construction. The Developer, prior to the expiration or termination of the Design Review Period and the ARC, after the expiration or termination of the Design Review Period, shall have the authority from time to time to revise or eliminate the list of pre-approved fence types and/or fence materials set forth in this Section.

4.4. Grading. Owners shall not grade their property so as to interfere with the established drainage pattern over any property except as approved in writing by the Reviewer. Owners should work with the natural contours and seek solutions that minimize the impact of grading with respect to major alterations of existing grades.

4.5. Paving and Driveways. Owner shall secure Reviewer's approval prior to paving with any paving material, including concrete, asphalt, brick, flagstone, stepping stones, and pre-cast patterned or exposed aggregate concrete or pavers, and for any purpose, including walks, driveways, or patio areas. Owners shall secure Reviewer approval before extending or

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expanding any driveway. The Reviewer shall not approve such extensions or expansions for Owner's intended purpose of providing side yard parking or vehicle storage.

4.6. Pruning. Trees shall be pruned and maintained as necessary. Mature trees with overhead encroachment upon adjacent homes shall be permitted, provided that such encroachment does not unreasonably interfere with the use and enjoyment of the adjacent home or Common Area.

4.7. Landscape Maintenances. Owners shall maintain landscaping and vegetation in a timely manner and in a manner consistent with the Community Wide Standard. Such standard shall specifically include, without limitation, removing weeds, mowing, trimming, and replacing diseased and damaged plants.

4.8. Gardens. Front yard flowerbeds are encouraged, provided that they are well maintained. In addition, small gardens are permissible in the rear or side yard of a home. During the non-growing season, the garden shall be maintained in a weed and debris free condition. No planter shall be higher than two feet (2') above the finished lot grade. Gardens must at all times be maintained in accordance with the Community Wide Standard.

ARTICLE V - CONSTRUCTION GUIDELINES

5.1. Inspections. If requested by the Reviewer, the Applicant shall schedule and coordinate a review of all new construction and modification activities with the Reviewer to verify compliance with the approved plans and specifications. The Reviewer may also perform additional periodic informal inspections to ensure that work is being performed in conformance with approved plans, these Design Guidelines and the Community Wide Standard. ALL inspections are observations only and will not relieve the obligation to obtain inspection approvals from the City of Oklahoma City and other organizations having jurisdiction.

Job sites not in compliance with the Developer, these Design Guidelines or approved plans will be issued a Notice of Violation and a list of items needed to bring the construction and/or job site into compliance. Further construction is prohibited until such punch list items have been corrected.

5.2. Construction Damages. Any damage to vegetation or Common Area facilities caused by the Applicant, its contractors, subcontractors, agents or employees must be corrected immediately to the satisfaction of the Reviewer, the Developer and the Owner of the damaged property. If the damage is not corrected, the Developer or the Association may repair such damage and assess the costs of repair to the Applicant.

5.3. Conduct. The Applicant must ensure that all contractors and subcontractors control the conduct of their employees while working in The Grand. Loud music, profanity and other behavior which is unbecoming of a quality operation will not be tolerated. Employees shall not be allowed to possess beer, alcoholic beverages or illegal drugs while on the premises. Employees violating this policy may be asked to leave the premises and may be denied access.

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5.4. Site Cleanliness. All contractors and subcontractors must maintain the sites in a clean and orderly manner at all times. The storage of materials should be in an inconspicuous location within the site and stored neatly and orderly. All construction debris shall be cleared at the end of each working day and properly disposed. Each site or group of adjacent work sites shall have a trash dumpster or other means of trash confinement.

ARTICLE VI - LIMITATION OF LIABILITY FOR APPROVAL OF PLANS

Review and approval of any application is made on the basis of aesthetic considerations only and the Developer, Association, Board, and/or ARC shall NOT bear any responsibility for ensuring the structural integrity or soundness of approved new construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Developer, Association, Board or ARC, or member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any home.

ARTICLE VII - AMENDMENTS TO DESIGN GUIDELINES

The Developer shall have sole and full authority to amend the Design Guidelines until its jurisdiction is surrendered or terminated pursuant to the Covenants, Conditions, and Restrictions. If the Developer's jurisdiction is so terminated or surrendered, the ARC shall have authority to amend the Design Guidelines if approved by 75% of the Homeowners' Association; provided, however, the Developer's consent shall be required so long as the Developer owns any property as described in the Covenants, Conditions, and Restrictions. There shall be no limitation on the scope of amendments to the Design Guidelines. The Design Guidelines may be amended to remove requirements previously imposed or otherwise to make the Design Guidelines less restrictive. Any amendments to the Design Guidelines shall apply to construction and modification to or removal of structures previously approved once the approved new construction or modification has commenced.

ARTICLE VIII - DEFINITIONS

Capitalized terms that are not defined in these Design Guidelines shall have the same meaning as set forth in the Covenants, Conditions, and Restrictions.

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EXHIBIT "A"

OWNER APPLICATION FOR ARCHITECTURAL REVIEW

Date: _____
Owner's Name: _____
Address: _____
Telephone: _____
Location of Improvement: _____
If builder is submitting on behalf of the Owner, also complete the following:
Builder's Name: _____
Company Name: _____
Business Name: _____
Telephone: _____
In accordance with Article VII of the Covenants, Conditions and Restrictions for The Grand and the Design Guidelines, application is hereby made for review and approval of the following described improvements: (Provide a brief description.)

_____
_____
_____

1) Two sets of plans: 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. In support of this application, the following required items are submitted:

2) 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 Builder: _____ Date: _____

Submit Applications to: CIC, LLC
Attn: Architectural Review
P. O. Box 7484, Moore, OK 73153-7484

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 these materials.

Approved by Reviewer: _____ **Date:** _____

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EXHIBIT "B"

DWELLING SIZE AND DESIGN REQUIREMENTS

Minimum square footage of living space (living space excludes garage, covered porches, and covered patios) shall be as follows:

The Reviewer may grant an exception to any restriction herein and any Dwelling on multiple Lots shall meet the requirements of Reviewer. However, Dwellings on single Lots will have a minimum square footage of 2,500 with the exception of the following "Lake Lots" which will have a minimum of 3,000 square feet unless otherwise approved by Reviewer;

Lot	Block	Lot	Block

Footing and Stem foundation;
Roof pitch shall be determined by Reviewer but generally must be 8 in 12 or greater;
Minimum of 40 year laminate shingle weather wood in color;
80% masonry veneer on the first floor – masonry veneer includes brick, stone, stucco, or cement board siding, synthetic stucco is not permitted;
Front gables will be masonry of 80% masonry with siding accent if the gable is not part of the second floor structure;
Minimum of a three car garage and a maximum of four;
Garage door facing street must have trim applied such as a carriage look;
Fireplace chase must be made of masonry; B vent fireplaces do not require chases;
All windows facing the street must have exterior mutton bars;
Exterior shutters must be made of wood;
Two story homes must have a minimum of 1,800-square feet of living space on the 1st floor; and
All homes with basements must have a minimum of 1,100 sq. ft. of living space at street level.

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EXHIBIT "C"

LANDSCAPE SCHEDULE BY COMMUNITY

The Grand:

Fully sodded yard;

Planting beds must extend across the entire front of home;

Planting beds must have green steel edging, brick or cast in concrete curbing matching the home and the ground must be covered with mulch;

Minimum of 20 – 3 gallon plants, 10 – 7 gallon plants, 4 – 15 gallon plants, and 2 – 3" to 4" caliper trees in the front yard; and

Corner lots require an additional 5 – 3 gallon plants, 2 – 7 gallon plants, and 1 – 3" to 4" caliper tree.

The Reviewer may grant an exception to any restriction herein and any Dwelling on multiple Lots shall meet the requirements of Reviewer.

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