

Prepared by: Matthew L. Winton, Esq.
VAUGHN, WINTON & CLARK^{PLLC}
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Canadian County, OK

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**AMENDMENT TO THE OWNERS CERTIFICATE
FOR THE ADDITION COMPRISING FOUNTAIN GRASS SECTION 4 TO
THE CITY OF OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA**

THIS AMENDMENT is made this 26 day of June, 2009,
by Vero Investments, L.L.C., an Oklahoma limited liability company ("Declarant").

Section 1 - Purpose of Amendment.

Declarant is the Declarant of Fountain Grass Addition Section 4 which is a platted addition to Canadian County, Oklahoma, and more particularly described within Exhibit "A" hereto. The Declarant intends by the Recording of this Amendment to modify, add to, supplement, and amend the original Owners Certificate for filed at Book 3436, Page 870 and any amendments and supplemental declarations thereto within the Canadian County Clerk's office for Fountain Grass, a residential community to the City of Oklahoma City (collectively, the Original Declaration). The Declarant executes and adopts this Amendment pursuant to its authority granted and reserved within the original Owners Certificate.

Section 2 - Amendments. A new covenant is adopted for the Original Declaration as follows:

1.1 Sex Offender Registrants Restricted. No person required to register with a designated registering agency pursuant to Oklahoma Statutes, Title 57, Section 581 et. seq., (the "Registrant"), may occupy a Lot. As used in this section "occupy" or any grammatical derivative thereof means to reside in or on as an owner, tenant, or otherwise in or possessing any portion of a Lot for more than 10 days out of any 30 consecutive-day period.

1.2. Registrant-Occupant Eviction by Lot Owner. If, subsequent to the recording of this Amendment in the records of the Canadian County Clerk, a Registrant occupies a Lot, the Lot Owner must immediately cause the Registrant to vacate the Lot and, if the Registrant does not vacate the Lot within 30 days of the date the Lot Owner was notified by the Association of the presence of a Registrant, then the Lot Owner shall immediately commence eviction proceedings. If the Lot Owner fails to commence the eviction proceeding within 30 days following the date the Lot Owner is required to do so and diligently pursue the eviction to conclusion, then the Association may act as attorney-in-fact for the Lot Owner and pursue the eviction against the Registrant at the Lot Owner's cost and expense. Such costs and expenses shall be a lien against the

Fountain Grass HOA
1320 North Porter
Norman, OK 73071

Lot, which may be secured and foreclosed in like manner as regular Association assessments. If any action seeking eviction of a Registrant does not result in a judgment of possession in favor of the Lot Owner, the Association may, but will not be obligated to, prosecute an appeal seeking the eviction of the Registrant. In the event the Association obtains a final judgment resulting in the eviction of the tenant the Lot Owner will be responsible for all reasonable fees and costs of the Association in prosecuting the case, including any appeal expenses.

Each Lot Owner hereby appoints the Association as the Lot Owner's attorney-in-fact for the purpose of commencing eviction proceedings, executing any and all documents pertaining to the proceedings or performing any or all responsibilities as may be required or necessary to be performed pursuant to Section 1.1. This power of attorney is expressly declared and acknowledged to run with the title of any and all Lots and will be binding upon the heirs, personal representatives, successors and assigns of the Lot Owner.

1.3. Registrant Lot Owner to Vacate. Any Registrant Lot Owner who, by virtue of residing in a Lot, has been notified by the Association that he is in violation of Section 1.1, must vacate the Lot within 90 days of receipt of the Association's notice. If the Lot Owner fails to vacate the Lot within 90 days, the Association may, in addition to all other remedies available to the Association, purchase the Lot at a purchase price equal to the average of two independent appraisals to be obtained by the Association, less the Association's anticipated costs of selling the Lot, including, without limitation: 1) brokerage fees of not more than seven percent (7%) of the appraisal value, 2) the actual cost of the appraisals, 3) any actual transfer taxes (based on the appraisal value), 4) actual attorneys fees, 5) actual filing fees, 6) any other actual costs incurred by the Association in relation to the Lot purchase, and 7) incidental administrative fees and charges not in excess of two percent (2%) of the appraisal value. This Section shall act as a purchase agreement between the Registrant Lot Owner and Association.

1.4. No Liability; Owner's Ability to Enforce. The Association shall not be liable to any Lot Owner or anyone occupying or visiting the Addition as the result of the Association's failure to evict or remove a Registrant. Each affected Owner of a Lot may enforce this Amendment in the event the Association is unable to seek removal of a Registrant.

1.5 Severability, Modification. Each word, sentence, paragraph, and section within this Amendment are severable, and if any one or more should be found unreasonable and unmodifiable, such finding shall not affect the enforceability of this Amendment as a whole. Should a court find any provision within this Amendment, either in and of itself or in its application, unreasonable, it is the intent of the drafter that such court shall modify such provision so as to be reasonable and enforceable for the plain purposes of this Amendment.

Section 3 – Additional Declarations.

All other terms and provisions, including but not limited to covenants, conditions, restrictions, definitions, and exhibits found within the Original Declaration and any amendments and supplemental declarations thereto are hereby incorporated by reference as if each were fully set out within this Amendment. All such terms and provisions, unless expressly and specifically modified by this Amendment, shall remain in effect as first Recorded in the Original Declaration as amended and supplemented, Declarant hereby reaffirming the same.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment on the signature block below the date and year first written above.

VERO INVESTMENTS, L.L.C., - DECLARANT

An Oklahoma limited liability company

By: [Signature]
Member/manager

ACKNOWLEDGEMENT

State of Oklahoma }
 } ss
County of Cleveland }

Before me, the undersigned Notary Public in and for the above county and state, on the date written above, personally appeared VERNON MCKOWN, known to me to be the identical person who executed his name to the foregoing Amendment, who is the duly authorized agent for the Declarant for the execution of such Amendment, who acknowledged to me that he did so as his free and voluntary act on behalf of the Declarant for the uses and purposes set forth in the Amendment.

Subscribed and sworn to before me

My commission expires:

My commission number is:

Notary Public: [Signature: Sherry R. Neidhart]

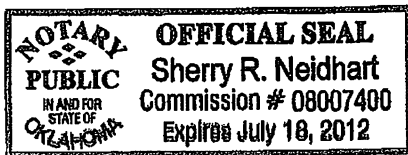


Exhibit "A"

**FOUNTAINGRASS ADDITION SECTION 4, CITY OF OKLAHOMA CITY,
CANADIAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED
PLAT WITHIN THE CANADIAN COUNTY CLERK'S OFFICE.**

Prepared by: Matthew L. Winton ^{PLLC}
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Bk&Pg: RB 3889 289-291
Filed: 05-25-2012
02:14:58 PM
Canadian County, OK

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AMT

③ I

**AMENDMENT TO THE OWNERS CERTIFICATE(S)
FOR THE ADDITION COMPRISING FOUNTAIN GRASS TO
THE CITY OF OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA**

THIS AMENDMENT is made this 18 day of May, 2012,
by Vero Investments, L.L.C., an Oklahoma limited liability company ("Declarant").

Section 1 - Purpose of Amendment.

Declarant is the Declarant of Fountain Grass Addition Sections 1, 2, and 3 which is a platted addition recorded at Plat Book 9, Page 25 (Section 1), Plat Book 9, Page 84 (Section 2), Book 9, Page 182 (Section 3), Plat Book 9, Page 232 (Section 4) and Plat Book 9, Page 301 (Section 5) within the Canadian County Clerk's Office, and more particularly described within Exhibit "A" hereto. The Declarant intends by the Recording of this Amendment to modify, add to, supplement, and amend the original Owners Certificates for each Section filed at Book 2942, Page 239 (Section 1), Book 3105, Page 186 (Section 2), Book 3324 Page 12 (Section 3), Book 3436, Page 870 (Section 4) and Book 3767, Page 647 (Section 5) and any amendments and supplemental declarations thereto within the Canadian County Clerk's office for Fountain Grass, a residential community to the City of Oklahoma City (collectively, the Original Declaration). The Declarant executes and adopts this Amendment pursuant to its authority granted and reserved within the original Owners Certificates.

Section 2 - Amendments. A new section to each Owners Certificate is hereby added:

Tree Requirement. To the extent one exists, each Lot Owner shall comply with the landscaping plan promulgated by the [Architectural Review Committee][Design Review Committee][Declarant][Association Board]. In any event, each Lot shall have located within the front yard two live trees having no less than a 2" caliper measured six inches from the ground. Corner Lots shall have located within their front yard three live trees having no less than a 2" caliper measured six inches from the ground. All landscaping shall be regularly and reasonably maintained and improved. Any tree, whether indigenous or planted, that must be removed or fails to thrive shall be immediately replaced by the Lot Owner.

Section 3 - Additional Declarations.

All other terms and provisions, including but not limited to covenants, conditions,

Ref: Fountain Grass Property - 1320 N. Porter - Norman, OK 73071

restrictions, definitions, and exhibits found within the Original Declaration and any amendments and supplemental declarations thereto are hereby incorporated by reference as if each were fully set out within this Amendment. All such terms and provisions, unless expressly and specifically modified by this Amendment, shall remain in effect as first Recorded in the Original Declaration as amended and supplemented, Declarant hereby reaffirming the same.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment on the signature block below the date and year first written above.

VERO INVESTMENTS, L.L.C., - DECLARANT

An Oklahoma limited liability company

By: *Vernon McKewn*
Member/manager *VERNON MCKEWN*

ACKNOWLEDGEMENT

State of Oklahoma }
 } ss
County of Cleveland }

Before me, the undersigned Notary Public in and for the above county and state, on the date written above, personally appeared *Vernon McKewn*, known to me to be the identical person who executed his name to the foregoing Amendment, who is the duly authorized agent for the Declarant for the execution of such Amendment, who acknowledged to me that he did so as his free and voluntary act on behalf of the Declarant for the uses and purposes set forth in the Amendment.

Subscribed and sworn to before me

My commission expires: *1/7/2013*
My commission number is: *09000242*

Notary Public: *Joy Childress*



Exhibit "A"

FOUNTAINGRASS ADDITION SECTION 1, CITY OF OKLAHOMA CITY, CANADIAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT WITHIN THE CANADIAN COUNTY CLERK'S OFFICE AT BOOK 9, PAGE 25,

AND

FOUNTAINGRASS ADDITION SECTION 2, CITY OF OKLAHOMA CITY, CANADIAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT WITHIN THE CANADIAN COUNTY CLERK'S OFFICE AT BOOK 9, PAGE 84.

AND

FOUNTAINGRASS ADDITION SECTION 3, CITY OF OKLAHOMA CITY, CANADIAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT WITHIN THE CANADIAN COUNTY CLERK'S OFFICE AT BOOK 9, PAGE 182.

AND

FOUNTAINGRASS ADDITION SECTION 4, CITY OF OKLAHOMA CITY, CANADIAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT WITHIN THE CANADIAN COUNTY CLERK'S OFFICE AT BOOK 9, PAGE 232.

AND

FOUNTAINGRASS ADDITION SECTION 5, CITY OF OKLAHOMA CITY, CANADIAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT WITHIN THE CANADIAN COUNTY CLERK'S OFFICE AT BOOK 9, PAGE 301.

Prepared by: Matthew L. Winton ^{PLLC}
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Bk&Pg: RB 4218 123-125
Filed: 12-16-2014
11:21:33 AM
Canadian County, OK

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③ I

**AMENDMENT TO THE DECLARATION
FOR THE ADDITION COMPRISING FOUNTAINGRASS TO
THE CITY OF OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA**

THIS AMENDMENT is made this 16th day of December, 2014,
by Vero Investments, L.L.C., an Oklahoma limited liability company ("Declarant").

Section 1 - Purpose of Amendment.

Declarant is the Declarant of Fountaingrass Addition Sections 1, 2, 3, 4, 5, 6 and 7, which is a platted addition recorded at Plat Book 9, Page 25 (Section 1), Plat Book 9, Page 84 (Section 2), Book 9, Page 182 (Section 3), Plat Book 9, Page 232 (Section 4) Plat Book 9, Page 301 (Section 5), Plat Book 9, Page 334 (Section 6) and Plat Book 9, Page 413 (Section 7), within the Canadian County Clerk's Office, and more particularly described within Exhibit "A" hereto. The Declarant intends by the Recording of this Amendment to modify, add to, supplement, and amend the Declaration filed at Book 2942, Page 279 and any amendments and supplemental declarations thereto within the Canadian County Clerk's office for Fountaingrass, a residential community to the City of Oklahoma City (collectively, the Original Declaration). The Declarant executes and adopts this Amendment pursuant to its authority granted and reserved within the Original Declaration.

Section 2 - Amendments.

Article VI, Section 2. Article VI, Section 2 is hereby deleted and replaced with the following:

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health safety and welfare of the residents in the properties and in particular the following:

Any common areas or property made a part of or, subsequently annexed to, and made part of this Declaration and Association property, including but not limited to, certain entrance areas and detention ponds located on or near subsequent platted additions that will subsequently be made a part and parcel of this Declaration.


The eight (8) trees planted by the Declarant on Lot 1, Block 33, Lot 1, Block 34, Lot 1, Block 35, and Lots 1 and 2, Block 36, all in Fountaingrass Addition Section 7, along the main drive in Fountaingrass Addition Section 7, for which the Association shall oversee the maintenance and care.

Section 3 – Additional Declarations.

All other terms and provisions, including but not limited to covenants, conditions, restrictions, definitions, and exhibits found within the Original Declaration and any amendments and supplemental declarations thereto are hereby incorporated by reference as if each were fully set out within this Amendment. All such terms and provisions, unless expressly and specifically modified by this Amendment, shall remain in effect as first Recorded in the Original Declaration as amended and supplemented, Declarant hereby reaffirming the same.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment on the signature block below the date and year first written above.

VERO INVESTMENTS, L.L.C., - DECLARANT
An Oklahoma limited liability company

By: 
Member/manager

Ret: Fountain Grass
1320 N. Porter Ave
Norman, OK 73071

ACKNOWLEDGEMENT

State of Oklahoma }
 } ss
County of Cleveland }

Before me, the undersigned Notary Public in and for the above county and state, on the date written above, personally appeared Vernon McKeown, known to me to be the identical person who executed his name to the foregoing Amendment, who is the duly authorized agent for the Declarant for the execution of such Amendment, who acknowledged to me that he did so as his free and voluntary act on behalf of the Declarant for the uses and purposes set forth in the Amendment.

Subscribed and sworn to before me

My commission expires: 2/7/17
My commission number is: 13001285

Notary Public: Jennifer Strickland

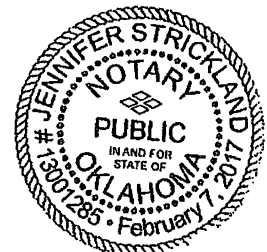


Exhibit "A"

**FOUNTAINGRASS ADDITION SECTION 1, CITY OF OKLAHOMA CITY,
CANADIAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED
PLAT WITHIN THE CANADIAN COUNTY CLERK'S OFFICE AT BOOK 9, PAGE 25,**

AND

**FOUNTAINGRASS ADDITION SECTION 2, CITY OF OKLAHOMA CITY,
CANADIAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED
PLAT WITHIN THE CANADIAN COUNTY CLERK'S OFFICE AT BOOK 9, PAGE 84.**

AND

**FOUNTAINGRASS ADDITION SECTION 3, CITY OF OKLAHOMA CITY,
CANADIAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED
PLAT WITHIN THE CANADIAN COUNTY CLERK'S OFFICE AT BOOK 9, PAGE
182.**

AND

**FOUNTAINGRASS ADDITION SECTION 4, CITY OF OKLAHOMA CITY,
CANADIAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED
PLAT WITHIN THE CANADIAN COUNTY CLERK'S OFFICE AT BOOK 9, PAGE
232.**

AND

**FOUNTAINGRASS ADDITION SECTION 5, CITY OF OKLAHOMA CITY,
CANADIAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED
PLAT WITHIN THE CANADIAN COUNTY CLERK'S OFFICE AT BOOK 9, PAGE
301.**

AND

**FOUNTAINGRASS ADDITION SECTION 6, CITY OF OKLAHOMA CITY,
CANADIAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED
PLAT WITHIN THE CANADIAN COUNTY CLERK'S OFFICE AT BOOK 9, PAGE
334.**

AND

**FOUNTAINGRASS ADDITION SECTION 7, CITY OF OKLAHOMA CITY,
CANADIAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED
PLAT WITHIN THE CANADIAN COUNTY CLERK'S OFFICE AT BOOK 9, PAGE
413.**

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Filed:10-30-2014 TMH
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Canadian County, OK

(5) 1

**AMENDMENT TO THE DECLARATION
FOR THE ADDITION COMPRISING FOUNTAINGRASS TO
THE CITY OF OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA**

THIS AMENDMENT is made this 29th day of October, 2014,
by Vero Investments, L.L.C., an Oklahoma limited liability company ("Declarant").

Section 1 - Purpose of Amendment.

Declarant is the Declarant of Fountaingrass Addition Sections 1, 2, 3, 4, 5, 6 and 7, which is a platted addition recorded at Plat Book 9, Page 25 (Section 1), Plat Book 9, Page 84 (Section 2), Book 9, Page 182 (Section 3), Plat Book 9, Page 232 (Section 4) Plat Book 9, Page 301 (Section 5), Plat Book 9, Page 334 (Section 6) and Plat Book 9, Page 413 (Section 7), within the Canadian County Clerk's Office, and more particularly described within Exhibit "A" hereto. The Declarant intends by the Recording of this Amendment to modify, add to, supplement, and amend the Declaration filed at Book 2942, Page 279 and any amendments and supplemental declarations thereto within the Canadian County Clerk's office for Fountaingrass, a residential community to the City of Oklahoma City (collectively, the Original Declaration). The Declarant executes and adopts this Amendment pursuant to its authority granted and reserved within the Original Declaration.

Section 2 - Amendments.

Article V, Section 2. Article V, Section 2 is hereby deleted and replaced with the following:

Section 2. The Association shall control, maintain, repair, manage and improve the Common Areas/Association property as provided in this Declaration and in its Articles of Incorporation and By-Laws. In that regard, the Association shall, at all times, have a perpetual easement and right to enter upon such Association property and individual lot owners property for the purpose of the repair, maintenance and upkeep of the Common areas. Such right and power of control and management shall be exclusive. The Association shall also have access to and maintenance responsibility over that portion of Lot One, Block One in Fountaingrass Addition Section 1 more particularly described within Exhibit "B" hereto.

Section 3 - Additional Declarations.

All other terms and provisions, including but not limited to covenants, conditions,

Re: Vero Investments LLC, 1320 N. Porter, Norman, OK 73071

restrictions, definitions, and exhibits found within the Original Declaration and any amendments and supplemental declarations thereto are hereby incorporated by reference as if each were fully set out within this Amendment. All such terms and provisions, unless expressly and specifically modified by this Amendment, shall remain in effect as first Recorded in the Original Declaration as amended and supplemented, Declarant hereby reaffirming the same.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment on the signature block below the date and year first written above.

VERO INVESTMENTS, L.L.C., - DECLARANT

An Oklahoma limited liability company

By: _____

Member/manager

ACKNOWLEDGEMENT

State of Oklahoma }
 } ss
County of Cleveland }

Before me, the undersigned Notary Public in and for the above county and state, on the date written above, personally appeared Vernon McEown, known to me to be the identical person who executed his name to the foregoing Amendment, who is the duly authorized agent for the Declarant for the execution of such Amendment, who acknowledged to me that he did so as his free and voluntary act on behalf of the Declarant for the uses and purposes set forth in the Amendment.

Subscribed and sworn to before me

My commission expires:

2/7/17

My commission number is:

13001285

Notary Public: _____

Jennifer Strickland

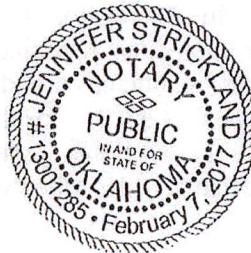


Exhibit "A"

FOUNTAINGRASS ADDITION SECTION 1, CITY OF OKLAHOMA CITY,
CANADIAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED
PLAT WITHIN THE CANADIAN COUNTY CLERK'S OFFICE AT BOOK 9, PAGE 25,

AND

FOUNTAINGRASS ADDITION SECTION 2, CITY OF OKLAHOMA CITY,
CANADIAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED
PLAT WITHIN THE CANADIAN COUNTY CLERK'S OFFICE AT BOOK 9, PAGE 84.

AND

FOUNTAINGRASS ADDITION SECTION 3, CITY OF OKLAHOMA CITY,
CANADIAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED
PLAT WITHIN THE CANADIAN COUNTY CLERK'S OFFICE AT BOOK 9, PAGE
182.

AND

FOUNTAINGRASS ADDITION SECTION 4, CITY OF OKLAHOMA CITY,
CANADIAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED
PLAT WITHIN THE CANADIAN COUNTY CLERK'S OFFICE AT BOOK 9, PAGE
232.

AND

FOUNTAINGRASS ADDITION SECTION 5, CITY OF OKLAHOMA CITY,
CANADIAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED
PLAT WITHIN THE CANADIAN COUNTY CLERK'S OFFICE AT BOOK 9, PAGE
301.

AND

FOUNTAINGRASS ADDITION SECTION 6, CITY OF OKLAHOMA CITY,
CANADIAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED
PLAT WITHIN THE CANADIAN COUNTY CLERK'S OFFICE AT BOOK 9, PAGE
334.

AND

FOUNTAINGRASS ADDITION SECTION 7, CITY OF OKLAHOMA CITY,
CANADIAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED
PLAT WITHIN THE CANADIAN COUNTY CLERK'S OFFICE AT BOOK 9,
PAGE 413.

**LEGAL DESCRIPTION
FOUNTAINGRASS ADDITION SECTION 1
A PORTION OF LOT 1 BLOCK 1
OKLAHOMA CITY, OKLAHOMA**

Being a tract of land lying in a part of the S.W. ¼, Section 12, T11N, R5W, I.M., Oklahoma City, Canadian County, Oklahoma, said tract being a portion of Lot 1, Block 1 of the filed final plat of FOUNTAINGRASS ADDITION SECTION 1 (as filed in Book 9 of Plats, Page 25), and being more particularly described as follows;

BEGINNING at the Northwest corner of said Lot 1 Block 1;

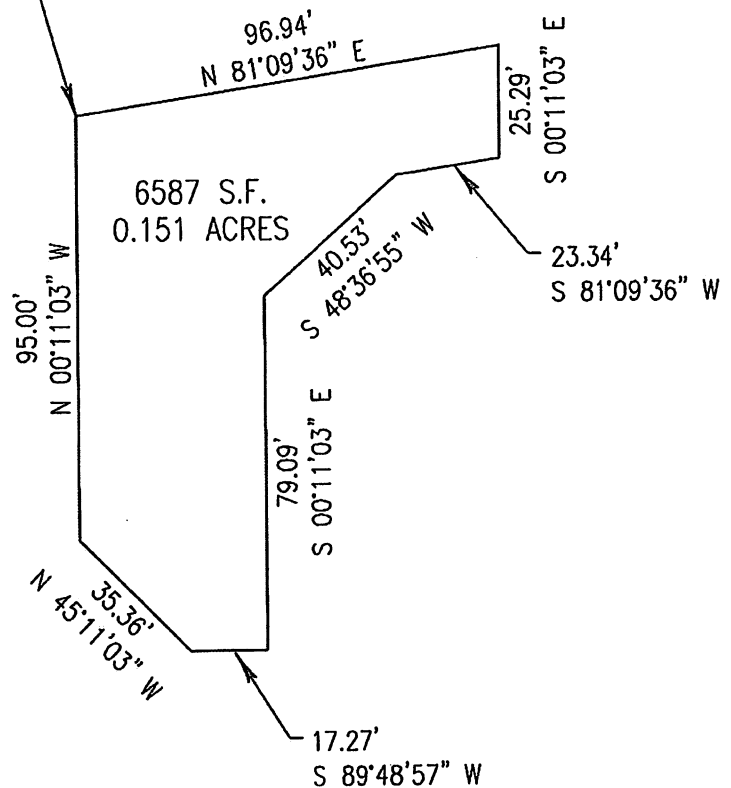
THENCE North 81°09'36" East a distance of 96.94 feet;
THENCE South 00°11'03" East a distance of 25.29 feet;
THENCE South 81°09'36" West a distance of 23.34 feet;
THENCE South 48°36'55" West a distance of 40.53 feet;
THENCE South 00°11'03" East a distance of 79.09 feet;
THENCE South 89°48'57" West a distance of 17.27 feet;
THENCE North 45°11'03" West a distance of 35.36 feet;
THENCE North 00°11'03" West a distance of 95.00 feet to the **POINT OF BEGINNING**.

Said tract contains 6,587 square feet, or 0.151 acres, more or less.

P.O.B. —
 N.W. COR. OF LOT 1, BLOCK 1 OF THE
 FILED FINAL PLAT OF FOUNTAINGRASS
 ADDITION SECTION 1 (AS FILED IN BOOK
 9 OF PLATS, PAGE 25)



SCALE: 1" = 40'



LEGAL DESCRIPTION
 A PORTION OF LOT 1, BLOCK 1
 FOUNTAINGRASS ADDITION SECTION 1
 OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA

CORRECTIVE AMENDMENT TO THE DECLARATION OF PROPERTY OWNERS
ASSOCIATION FOR FOUNTAINGRASS ADDITION, SECTION 1 TO
OKLAHOMA CITY, OKLAHOMA

WHEREAS, on July 14, 2004, there was filed in the office of the County Clerk of Canadian County a certain Declaration of Property Owners Association for Fountaingrass Addition, Section 1, to Oklahoma City, Canadian County, Oklahoma, the same being recorded in Book 2942, Pages 279-286 Canadian County records, and

WHEREAS, the above-mentioned document, Article II, mistakenly named Oklahoma County as the county of record. In addition, the above-mentioned document, Section 3, Article VI mistakenly named Cleveland County as the county of record. Finally, the above-mentioned document, Section 1, Article VII mistakenly name Oklahoma County as the county of record.

WHEREAS, the undersigned, Vero Investments, LLC, and Ideal Homes of Norman, LP, owning all Lots within said Addition, desires to amend the above mentioned document in certain particulars, all as hereinafter set forth.

NOW, THEREFORE, the undersigned party dues herewith amend the above-mentioned document in the following manner.

1. In Article II, replace Oklahoma County with Canadian County.
2. In Section 3, Article VI, replace Cleveland County with Canadian County.
3. In Section I, Article VII, replace Oklahoma County with Canadian County.

Num. Index _____
B & P.N. Index _____
Margin _____

Except as hereinabove set forth, the original above mentioned document remains in full force and effect.

This document is herewith dated as of the date of the following acknowledgments.

Vero Investments, LLC

Ideal Homes of Norman, LP


Richard McKown, Manager


Todd Booze, President

Retto: Vero Investment, LLC
1320 N. Porter
Norman, Ok 73071

STATE OF OKLAHOMA)
COUNTY OF CLEVELAND) SS

The foregoing instrument was acknowledged before me this 22nd day of Nov., 2004 by Richard McKown, as Manager of Vero Investments, LLC.

NOTARY PUBLIC
OFFICIAL SEAL
Sherry R. Neidhart
Cleveland County
My Commission Expires 7/1/08
#00010012

Sherry R. Neidhart
Notary Public



Doc # 2004032918
Bk 3004
Pg 847-848
DATE 12/07/04 11:20:21
Filing Fee \$15.00
Documentary Tax \$0.00
State of Oklahoma
County of CANADIAN
CANADIAN County Clerk
PHYLLIS BLAIR

Return to: Vero Investment LLC
1320 n. Porter
Norman, OK 73071

Doc#: R 2005 21709
Bk&Pg: RB 3104 318-319
Filed: 09-01-2005 JCE
02:50:38 PM AMT
Canadian County, OK

**CORRECTED AMENDMENT TO THE SUPPLEMENTAL DECLARATION FILED AT
BOOK 3029, PAGE 973-974 FOR FOUNTAINGRASS ADDITION, SECTION 1 TO
OKLAHOMA CITY, CANADIAN COUNTY, STATE OF OKLAHOMA**

WHEREAS, on February 18, 2005 a certain Supplemental Declaration was filed, that mistakenly made reference to the Declaration of Property Owners Association for Fountaingrass and should have referred to the Owner's Certificate filed at Book 2942, Page 239-275 within the Canadian County Clerk's records. Such Supplemental Declaration is hereby revoked, amended, and nullified, and is replaced in its entirety by the terms contained herein.

WHEREAS, on July 14, 2004, there was filed in the office of the County Clerk of Canadian County a certain Owners Certificate and Dedication for Fountaingrass Addition, Section 1, to Oklahoma City, Canadian County, Oklahoma, the same being recorded in Book 2942, Pages 239-275 Canadian County records, and

Whereas, the above-mentioned document at Paragraph 21 provides that the Declarant may unilaterally amend said document so long as Declarant owns at least one lot in Fountaingrass Addition Section 1.

Whereas, the undersigned, Vero Investments, LLC, the Declarant, owns at least one lot in Fountaingrass Addition Section 1, desires to amend said document in certain particulars, all as herein after set forth.

Now, therefore, the undersigned party does herewith amend the above-mentioned document as follows:

Leasing of Units. "Leasing, leased, and lease" for purposes of this Paragraph, is defined as regular, exclusive occupancy of a Unit (also called a lot within the Addition, whether or not a residential dwelling has been constructed thereon) by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. "Owner Occupied Units" are defined for purposes of this Paragraph as Units occupied solely by the Owner, the members of the family of the Owner or other guests and invitees of the Owner who occupy without the payment of rent, as the occupant's principal residence or second home.

Leasing Restricted. Within the Properties, Units may be leased, provided the total percentage of leased Units within the Properties shall not exceed twenty percent (10%) of the total number of Units within the Properties. Upon the occurrence of a decrease below 10% of Owner Occupied Units within the Properties, Units will be permitted to be leased on a first bona

fide request, first permitted basis, until the number of units which are leased reaches 10%, at which time no further Units shall be leased until the number of leased Units drops below 10%,

Except for the Declarant, if a single entity (the same individual, investor group, partnership, or corporation) owns more than 5% of the total Units, no Unit in excess of 5% of the total Units within the Properties which it (a) owns and occupies as their residence and (b) leases, may be leased.

In order to administer the above regulation, all Persons who intend to purchase a Unit within the Properties shall file a certification either (a) that the Unit will not be occupied as the purchaser's principle residence or second home, or (b) covenanting and agreeing with the Association that the purchaser will occupy the Unit as an Owner Occupied Unit until the leasing restriction under this Rule is lifted.

The Association will keep a record of the Owner Occupied Units and leased Units. Each lease shall be for a term of no less than 12 months and each lessee shall expressly agree to the terms of the Governing Documents.

Except as hereinabove set forth, the original above mentioned document remains in full force and effect.

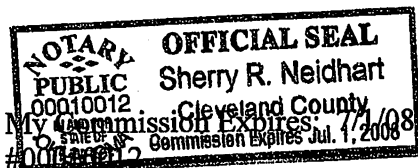
This document is herewith dated as of the date of the following acknowledgments.


Vero Investments, LLC


Richard McKown, Manager

STATE OF OKLAHOMA)
) SS
COUNTY OF CLEVELAND)

The foregoing instrument was acknowledged before me this 23rd day of August, 2005 by Richard McKown, as Manager of Vero Investments, LLC.




Notary Public

Doc#:R 2005 22949
Bk&Pg:RB 3110 50-52
Filed:09-15-2005 IMV
01:08:59 PM RT
Canadian County, OK

ABOVE THE LINE FOR USE BY RECORDER

31

**Amendment to the Owner Certificate, Dedication and
Reservation for Fountaingrass Addition Section One (1), a
residential community in the City of Oklahoma City**

**The same being a part of the S.W. ¼ of Section 12, T11N, R5W,
I.M., Oklahoma City, Canadian County, State of Oklahoma
according to the Recorded Plat thereto.**

Ret. THIS AMENDMENT is made this 12th day of September 2005, by Vero
Investments, L.L.C., an Oklahoma Limited Liability Company (the Declarant).
1320 N Porter Norman OK 73071

Whereas, on July 14, 2004 there was filed in the Office of the County Clerk of
Canadian County a certain Owner Certificate, Dedication and Reservation for the
Fountaingrass Addition Section One (1) residential community (the Addition) recorded at
Book 2942 Pages 239-275 (the Declaration), and

Whereas, after compliance with any necessary notice, voting, and other
requirements for amendment (if any), the Declarant adopts this Amendment.

Now therefore, in an effort to maintain the health, safety, welfare, and overall
attractiveness and to encourage owner-occupancy of the Addition, the following
Amendment is adopted.

1. Definitions.

1.1. "Professional Manager" shall mean a person or entity that Professionally
Manages residential real estate within the United States and has the following
qualifications:

- 1.1.1. If an individual, is a licensed real estate broker within the State of
Oklahoma, and has been so licensed for a period of no less than three (3)
years from the date such person seeks to manage a Leased Lot/Unit within
the Addition;
- 1.1.2. If an entity, the controlling interest in such entity is owned by at least one
person who is a licensed real estate broker within the State of Oklahoma, and
has been so licensed for a period of no less than three (3) years from the date
such entity seeks to manage a Leased Lot/Unit within the Addition;

- 1.1.3. Currently and continually Professionally Manages no less than five residential real estate properties within the State of Oklahoma;
 - 1.1.4. Has Professionally Managed residential real estate no less than three (3) years prior to the date the Professional Manager seeks to manage a Leased Lot/Unit.
 - 1.2. **"Professionally Manage"** shall mean the administration, oversight, management or control of residential real estate by a Professional Manager.
 - 1.3. **"Leased Lot/Unit"** shall mean any Lot/Unit within the Addition not occupied by the Lot/Unit Owner and for which any remuneration is paid to the Owner for the use or occupancy of such Lot/Unit.
2. **Leased Lot/Unit Restrictions and Requirements.**
- 2.1. **Professional Management.** Each Leased Lot/Unit shall be Professionally Managed.
 - 2.2. **Registration.** Prior to the date any Lot/Unit shall become a Leased Lot/Unit, each Professional Manager shall register the following with the Association:
 - 2.2.1. Name, business address, telephone and facsimile numbers, and email address for the individual Professional Manager;
 - 2.2.2. Professional Manager entity name, state of organizations, and date formed, business address, telephone and facsimile numbers, and email address for the entity Professional Manager;
 - 2.2.3. Date began property management of residential real estate;
 - 2.2.4. Maximum/minimum number of leased residential properties managed within the past 12 months;
 - 2.2.5. Five representative property address references and contacts;
 - 2.2.6. Photocopies of all residential real estate licenses held by the owners, employees, and agents of Manager, including: license issuing agency, date license was obtained, and a certification by the license holder that such license is current and in effect as of the date such license holder seeks to become qualified as a Professional Manager;
 - 2.2.7. Demonstrate compliance with all licensing, ordinances, and code for any structure located on the Leased Lot/Unit;
 - 2.2.8. Demonstrate adequate insurance coverage, including but not limited to 1) liability and casualty on each structure located on the Leased Lot/Unit, and 2) worker's compensation on the Professional Manager.
3. **Familiarity with Governing Documents.** Each Professional Manager, their staff, employees, and agents shall demonstrate a familiarity with the Governing Documents to the Addition and shall agree to review the same with each tenant, lessee, or occupant.
4. **Community-Wide Standard.** Each Professional Manager and Leased Lot/Unit Owner shall acknowledge the existence of the Community Wide Standard within the Addition and shall expressly agree that the Leased Lot/Unit shall be maintained within such standard, each personally agreeing to bear any expense incurred by the Declarant and Association in bringing the Leased Lot/Unit into compliance with the Governing Documents and Community Wide Standard.

Sherry R. Neuhart
Notary Public:

3
1
ABOVE THE LINE FOR USE BY RECORDER

First Amendment to the Owner Certificate, Dedication and Reservation for Fountaingrass Addition Section Two (2), a residential community in the City of Oklahoma City

The same being a part of the S.W. ¼ of Section 12, T11N, R5W, I.M., Oklahoma City, Canadian County, State of Oklahoma according to the Recorded Plat thereto.

Ret. THIS AMENDMENT is made this 12th day of September 2005, by Vero Investments, L.L.C., an Oklahoma Limited Liability Company (the Declarant).

1320 N Parker, Norman, OK 73071

Whereas, on September 6, 2005 there was filed in the Office of the County Clerk of Canadian County a certain Owner Certificate, Dedication and Reservation for the Fountaingrass Addition Section Two (2) residential community (the Addition) recorded at Book 3105, Pages 186-223(the Declaration), and

Whereas, after compliance with any necessary notice, voting, and other requirements for amendment (if any), the Declarant adopts this Amendment.

Now therefore, in an effort to maintain the health, safety, welfare, and overall attractiveness and to encourage owner-occupancy of the Addition, the following Amendment is adopted.

1. Definitions.

1.1. "Professional Manager" shall mean a person or entity that Professionally Manages residential real estate within the United States and has the following qualifications:

- 1.1.1. If an individual, is a licensed real estate broker within the State of Oklahoma, and has been so licensed for a period of no less than three (3) years from the date such person seeks to manage a Leased Lot/Unit within the Addition;
- 1.1.2. If an entity, the controlling interest in such entity is owned by at least one person who is a licensed real estate broker within the State of Oklahoma, and has been so licensed for a period of no less than three (3) years from the date such entity seeks to manage a Leased Lot/Unit within the Addition;

- 1.1.3. Currently and continually Professionally Manages no less than five residential real estate properties within the State of Oklahoma;
 - 1.1.4. Has Professionally Managed residential real estate no less than three (3) years prior to the date the Professional Manager seeks to manage a Leased Lot/Unit.
 - 1.2. "**Professionally Manage**" shall mean the administration, oversight, management or control of residential real estate by a Professional Manager.
 - 1.3. "**Leased Lot/Unit**" shall mean any Lot/Unit within the Addition not occupied by the Lot/Unit Owner and for which any remuneration is paid to the Owner for the use or occupancy of such Lot/Unit.
2. **Leased Lot/Unit Restrictions and Requirements.**
 - 2.1. **Professional Management.** Each Leased Lot/Unit shall be Professionally Managed.
 - 2.2. **Registration.** Prior to the date any Lot/Unit shall become a Leased Lot/Unit, each Professional Manager shall register the following with the Association:
 - 2.2.1. Name, business address, telephone and facsimile numbers, and email address for the individual Professional Manager;
 - 2.2.2. Professional Manager entity name, state of organizations, and date formed, business address, telephone and facsimile numbers, and email address for the entity Professional Manager;
 - 2.2.3. Date began property management of residential real estate;
 - 2.2.4. Maximum/minimum number of leased residential properties managed within the past 12 months;
 - 2.2.5. Five representative property address references and contacts;
 - 2.2.6. Photocopies of all residential real estate licenses held by the owners, employees, and agents of Manager, including: license issuing agency, date license was obtained, and a certification by the license holder that such license is current and in effect as of the date such license holder seeks to become qualified as a Professional Manager;
 - 2.2.7. Demonstrate compliance with all licensing, ordinances, and code for any structure located on the Leased Lot/Unit;
 - 2.2.8. Demonstrate adequate insurance coverage, including but not limited to 1) liability and casualty on each structure located on the Leased Lot/Unit, and 2) worker's compensation on the Professional Manager.
3. **Familiarity with Governing Documents.** Each Professional Manager, their staff, employees, and agents shall demonstrate a familiarity with the Governing Documents to the Addition and shall agree to review the same with each tenant, lessee, or occupant.
4. **Community-Wide Standard.** Each Professional Manager and Leased Lot/Unit Owner shall acknowledge the existence of the Community Wide Standard within the Addition and shall expressly agree that the Leased Lot/Unit shall be maintained within such standard, each personally agreeing to bear any expense incurred by the Declarant and Association in bringing the Leased Lot/Unit into compliance with the Governing Documents and Community Wide Standard.

5. **No Joint Venture or Partnership.** The Owner of any Leased Lot/Unit and Professional Manager shall not be considered any partner, employee, agent or joint venturer with the Declarant or Association and no term within this Amendment shall create any implication or presumption of such relationship. No Owner of a Leased Lot/Unit or Professional Manager shall hold themselves or any other out to be any partner, employee, agent or joint venturer with the Declarant or Association.
6. **Leased Lot/Unit Sign Restrictions.** Each Professional Manager shall comply with any applicable sign restriction contained within the Declaration to the Addition.
7. **Incorporation by Reference.** All other terms and provisions, including but not limited to covenants, conditions, restrictions, definitions, and exhibits found within the Declaration and any amendments and supplemental declarations thereto are hereby incorporated by reference as if each were fully set out within this Amendment. All such terms and provisions, unless expressly and specifically modified by this Amendment shall remain in effect as first Recorded in the Declaration as amended, Declarant hereby reaffirming the same

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment the date and year first written above.

VERO INVESTMENTS, L.L.C.

An Oklahoma Limited Liability Company

By: _____

Richard McKown, the Managing Member

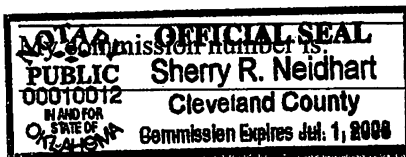
ACKNOWLEDGEMENT

State of Oklahoma }
 } ss
County of Cleveland }

Before me, the undersigned Notary Public in and for the above county and state, on the date of September 12, 2005, personally appeared Richard McKown known to me to be the identical person who executed his name to the foregoing Amendment, who is the duly authorized agent for the Declarant for such executed Amendment, who acknowledged to me that he did so as his free and voluntary act on behalf of the Declarant for the uses and purposes set forth in the Amendment.

Subscribed and sworn to before me
The date next written above.
My commission expires:

Sherry R. Neidhart
Notary Public: _____



CORRECTIVE AMENDMENT TO THE DECLARATION OF PROPERTY OWNERS
ASSOCIATION FOR FOUNTAINGRASS ADDITION, SECTION 1 TO
OKLAHOMA CITY, OKLAHOMA

21

WHEREAS, on July 14, 2004, there was filed in the office of the County Clerk of Canadian County a certain Declaration of Property Owners Association for Fountaingrass Addition, Section 1, to Oklahoma City, Oklahoma County, Oklahoma, the same being recorded in Book 2942, Pages 279-286 Canadian County records, and

WHEREAS, the above mentioned document in Article VI, Paragraph 3 contained a typographical error relating to the bases and maximum of annual assessments, and

NOW, THEREFORE, the undersigned party does herewith amend the above mentioned document in the following manner.

1. In place of the above mentioned deleted Section 3, Article VI, the undersigned party herewith amends, adds, and replaces such Section 3, Article VI, with the following paragraph:

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the execution and the filing of this Declaration with the County Clerk of Cleveland County, the maximum annual assessment shall be as follows:

Class A Member \$50.00 per year

Class B Member \$ -0- per year

From and after January 1, 2004, the maximum annual assessment may be increased each year by the Board of Directors of the Association not more than Twenty (20%) percent above the maximum assessment for the previous year without a vote of the membership.

From and after January 1, 2004, the maximum annual assessment may be increased above Twenty (20%) percent provided, that any such increase as to any class shall have the assent of a majority of the members, of such class, pursuant to votes cast at a meeting duly called for this purpose, written notice of which, setting out the purpose of the meeting, shall be sent to all members not less than ten (10) nor more than forty (40) days in advance of the meeting.

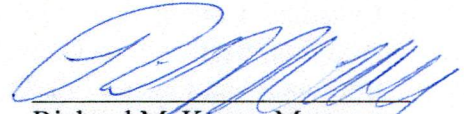
After consideration of current costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum herein provided.

Except as hereinabove set forth, the original above mentioned document remains in full force and effect.

This document is herewith dated as of the date of the following acknowledgments.

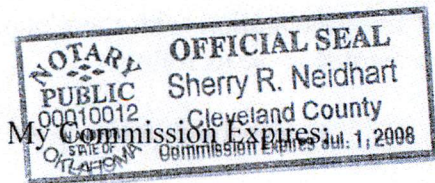
ROB GREEN
IDEAL HOMES
1320 N PORTER

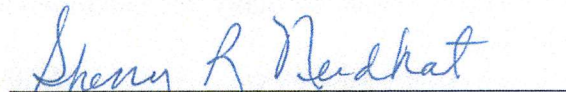
Vero Investments, LLC


Richard McKown, Manager

STATE OF OKLAHOMA)
) SS
COUNTY OF CANADIAN)

Oct. The foregoing instrument was acknowledged before me this 8 day of
Oct., 2007 by Richard McKown, as Manager of Vero Investments, LLC.




Notary Public

After recording, return to:
Vero Investments, L.L.C.
1320 N. Porter
Norman, Oklahoma 73071

Doc#:R 2006 26212
Bk&Pg:RB 3231 209-210
Filed:08-18-2006 DKC
03:15:20 PM AMT
Canadian County, OK

For use by the Recorder

(2) I

**AMENDMENT TO THE OWNERS CERTIFICATE, DEDICATION, AND
RESERVATION OF FOUNTAINGRASS ADDITION SECTION 1 AND
SECTION 2, A RESIDENTIAL COMMUNITY TO OKLAHOMA CITY,
OKLAHOMA, CANADIAN COUNTY, ACCORDING TO THE RECORDED
PLAT THERETO**

THIS AMENDMENT is made this 15th day of August 2006, by Vero Investments, L.L.C., an Oklahoma limited liability company ("Declarant").

Section 1 - Purpose of Amendment.

Declarant is the Declarant of Fountaingrass Addition Section 1 and Section 2, and Declarant is an owner of at least one Lot in the Addition. The Addition is subject to certain covenants providing for a real estate development association (the Association) recorded at Book 2942, Page 279 (the Original Declaration), and an Owners Certificate, Dedication, and Reservation recorded at Book 2942, Page 239 and Book 3105, Page 186 (Original Certificates), each within Canadian County. The Declarant intends by the Recording of this Amendment to amend the Original Declaration, and any amendments and supplemental declarations thereto within the Canadian County Clerk's office for Fountaingrass Addition Section 1 and Section 2. The Declarant executes and adopts this Amendment pursuant to its authority granted and reserved within the Original Declaration.

Section 2 - Amendment.

Section 2.1. Addition of Article XII, Section 2. The following paragraph is added to the Original Declaration:

11.2 Fines and Specific Assessments. The Association shall have the power to adopt reasonable rules for the orderly enforcement and administration of the Addition, including a levy of monetary fines for the violation of the Original Certificate, Declaration of Property Owners Association, and Supplemental Declaration (collectively, the Governing Documents). The Association shall have the power to levy Specific Assessments against a particular Lot to 1) cover costs incurred in bringing a Lot into compliance with the Governing Documents, 2) secure payment of fines, or 3) costs incurred as a consequence of the conduct of the Owner or occupants of a Lot, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Unit Owner prior written notice and an opportunity for a hearing pursuant to procedures adopted by the Board, before levying any Specific Assessment. The Specific

Assessment may be secured against a Lot and Owner by the filing of a lien in the same manner as provided under the Declaration of Association.

Section 3 – Ratification of prior covenants.

All other terms and provisions, including but not limited to covenants, conditions, restrictions, definitions, and exhibits found within the Original Declaration, Original Certificate, Supplemental Declaration and any amendments and supplemental declarations thereto are hereby incorporated by reference as if each were fully set out within this Amendment. All such terms and provisions, unless expressly and specifically modified by this Amendment, shall remain in effect as first Recorded in the Original Declaration as amended, Declarant hereby reaffirming the same.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment the signature blocks below the date and year first written above.

VERO INVESTMENTS, L.L.C., - DECLARANT

An Oklahoma limited liability company

By: [Signature]
Richard McKown, Managing Member

ACKNOWLEDGEMENT

State of Oklahoma }
 } ss
County of Cleveland }

Before me, the undersigned Notary Public in and for the above county and state, on the date of 8/15/06, 2006, personally appeared Richard McKown, known to me to be the identical person who executed his name to the foregoing Amendment, who is the duly authorized agent for the Declarant for the execution of such Amendment, who acknowledged to me that he did so as his free and voluntary act on behalf of the Declarant for the uses and purposes set forth in the Amendment.

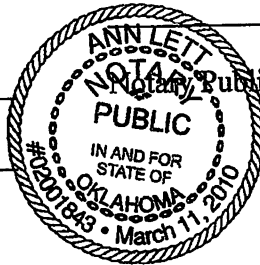
Subscribed and sworn to before me
The date next written above.

My commission expires:

My commission number is:

3/11/10

02001843



[Signature]

**AMENDMENT OF OWNERS CERTIFICATE, DEDICATION, AND
RESERVATION FOR FOUNTAINGRASS, A RESIDENTIAL
COMMUNITY TO THE CITY OF OKLAHOMA CITY**

**THE SAME BEING AN ADDITION TO THE CITY OF OKLAHOMA CITY,
CANADIAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE
RECORDED PLAT(S) THERETO.**

THIS AMENDMENT OF THE DECLARATION-OF COVENANTS, CONDITIONS,
AND RESTRICTIONS is made this 9th day of April, 2007, by Vero
Investments, L.L.C., an Oklahoma limited liability company ("Declarant").

Section 1 – Amendments to Governing Documents.

Declarant is the Declarant of Fountaingrass Sections 1 and 2, which is a platted addition recorded at Plat Book 9, Page 25 and Book 9, Page 84 within the Canadian County Clerk's Office, and more particularly described within Exhibit "A" hereto. The Declarant intends by the recording of this Amendment to modify, add to, supplement, and amend the original Owner's Certificate, Dedication, and Reservation filed at Book 2942, Page 239 and Book 3105, Page 186 and any amendments and supplemental declarations thereto within the Canadian County Clerk's office for Fountaingrass, a residential community to the City of Oklahoma City (Original Certificates). The Declarant executes and adopts this Amendment for the entirety of the real property within Fountaingrass pursuant to its authority granted and reserved within the Original Certificate.

Section 2 – Amendment.

A new section within Paragraph 20 is hereby added:

Section 20.1. Lawn Maintenance Standard. Each Owner shall maintain the landscaping on their Lot, including structures, vegetation, lawn, and beds in a neat, orderly, and well-manicured manner (the Lawn Maintenance Standard). The Lawn Maintenance Standard shall include, but shall not be limited to: reasonable seasonal mowing, trimming, and edging of any yard and bed, trimming shrubs and bushes, and removal of dead vegetation. The Architectural Review Committee shall have exclusive oversight over whether a Lot meets the Lawn Maintenance Standard.

*Return: Vero Investments LLC
1320 N. Porter
Norman, OK 73071*

Section 3 – Additional Declarations.

All other terms and provisions, including but not limited to covenants, conditions, restrictions, definitions, and exhibits found within the Original Certificate and any amendments and supplemental declarations thereto are hereby incorporated by reference as if each were fully set out within this Amendment. All such terms and provisions, unless expressly and specifically modified by this Amendment, shall remain in effect as first Recorded in the Original Certificate as amended, Declarant hereby reaffirming the same.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment on the signature block below the date and year first written above.

VERO INVESTMENTS, L.L.C., - DECLARANT

An Oklahoma limited liability company

By: 
Richard McKown, the Managing Member

ACKNOWLEDGEMENT

State of Oklahoma }
 } ss
County of Cleveland }



Before me, the undersigned Notary Public in and for the above county and state, on the date of April 9th, 2007, personally appeared Richard McKown, known to me to be the identical person who executed his name to the foregoing Amendment, who is the duly authorized agent for the Declarant for the execution of such Amendment, who acknowledged to me that he did so as his free and voluntary act on behalf of the Declarant for the uses and purposes set forth in the Amendment.

Subscribed and sworn to before me

The date next written above.

My commission expires:

3/11/10

My commission number is:

#02001843

Notary Public:

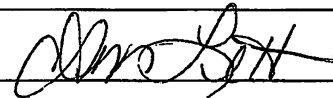


EXHIBIT "A"

**FOUNTAINGRASS ADDITION SECTION 1, CITY OF OKLAHOMA CITY,
CANADIAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED
PLAT WITHIN THE CANADIAN COUNTY CLERK'S OFFICE AT BOOK 9, PAGE 25,**

AND

**FOUNTAINGRASS ADDITION SECTION 2, CITY OF OKLAHOMA CITY,
CANADIAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED
PLAT WITHIN THE CANADIAN COUNTY CLERK'S OFFICE AT BOOK 9, PAGE 84.**

Prepared by: Matthew L. Winton, Esq.
VAUGHN, WINTON & CLARK^{PLLC}
3233 East Memorial Rd., Suite 103
Edmond, Oklahoma 73013
405.478.4818 office
405.478.4819 facsimile
www.vwlaw.net



Doc#:R 2009 13833
Bk&Pg:RB 3568 17-20
Filed:06-26-2009
02:24:53 PM
Canadian County, OK

IMV
CT

**AMENDMENT TO THE OWNERS CERTIFICATE
FOR THE ADDITION COMPRISING FOUNTAIN GRASS SECTION 4 TO
THE CITY OF OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA**

THIS AMENDMENT is made this 26 day of June, 2009,
by Vero Investments, L.L.C., an Oklahoma limited liability company ("Declarant").

Section 1 - Purpose of Amendment.

Declarant is the Declarant of Fountain Grass Addition Section 4 which is a platted addition to Canadian County, Oklahoma, and more particularly described within Exhibit "A" hereto. The Declarant intends by the Recording of this Amendment to modify, add to, supplement, and amend the original Owners Certificate for filed at Book 3436, Page 870 and any amendments and supplemental declarations thereto within the Canadian County Clerk's office for Fountain Grass, a residential community to the City of Oklahoma City (collectively, the Original Declaration). The Declarant executes and adopts this Amendment pursuant to its authority granted and reserved within the original Owners Certificate.

Section 2 - Amendments. A new covenant is adopted for the Original Declaration as follows:

1.1 Sex Offender Registrants Restricted. No person required to register with a designated registering agency pursuant to Oklahoma Statutes, Title 57, Section 581 et. seq., (the "Registrant"), may occupy a Lot. As used in this section "occupy" or any grammatical derivative thereof means to reside in or on as an owner, tenant, or otherwise in or possessing any portion of a Lot for more than 10 days out of any 30 consecutive-day period.

1.2. Registrant-Occupant Eviction by Lot Owner. If, subsequent to the recording of this Amendment in the records of the Canadian County Clerk, a Registrant occupies a Lot, the Lot Owner must immediately cause the Registrant to vacate the Lot and, if the Registrant does not vacate the Lot within 30 days of the date the Lot Owner was notified by the Association of the presence of a Registrant, then the Lot Owner shall immediately commence eviction proceedings. If the Lot Owner fails to commence the eviction proceeding within 30 days following the date the Lot Owner is required to do so and diligently pursue the eviction to conclusion, then the Association may act as attorney-in-fact for the Lot Owner and pursue the eviction against the Registrant at the Lot Owner's cost and expense. Such costs and expenses shall be a lien against the

Fountain Grass HOA
1320 North Parker
Norman, OK 73071

Lot, which may be secured and foreclosed in like manner as regular Association assessments. If any action seeking eviction of a Registrant does not result in a judgment of possession in favor of the Lot Owner, the Association may, but will not be obligated to, prosecute an appeal seeking the eviction of the Registrant. In the event the Association obtains a final judgment resulting in the eviction of the tenant the Lot Owner will be responsible for all reasonable fees and costs of the Association in prosecuting the case, including any appeal expenses.

Each Lot Owner hereby appoints the Association as the Lot Owner's attorney-in-fact for the purpose of commencing eviction proceedings, executing any and all documents pertaining to the proceedings or performing any or all responsibilities as may be required or necessary to be performed pursuant to Section 1.1. This power of attorney is expressly declared and acknowledged to run with the title of any and all Lots and will be binding upon the heirs, personal representatives, successors and assigns of the Lot Owner.

1.3. Registrant Lot Owner to Vacate. Any Registrant Lot Owner who, by virtue of residing in a Lot, has been notified by the Association that he is in violation of Section 1.1, must vacate the Lot within 90 days of receipt of the Association's notice. If the Lot Owner fails to vacate the Lot within 90 days, the Association may, in addition to all other remedies available to the Association, purchase the Lot at a purchase price equal to the average of two independent appraisals to be obtained by the Association, less the Association's anticipated costs of selling the Lot, including, without limitation: 1) brokerage fees of not more than seven percent (7%) of the appraisal value, 2) the actual cost of the appraisals, 3) any actual transfer taxes (based on the appraisal value), 4) actual attorneys fees, 5) actual filing fees, 6) any other actual costs incurred by the Association in relation to the Lot purchase, and 7) incidental administrative fees and charges not in excess of two percent (2%) of the appraisal value. This Section shall act as a purchase agreement between the Registrant Lot Owner and Association.

1.4. No Liability; Owner's Ability to Enforce. The Association shall not be liable to any Lot Owner or anyone occupying or visiting the Addition as the result of the Association's failure to evict or remove a Registrant. Each affected Owner of a Lot may enforce this Amendment in the event the Association is unable to seek removal of a Registrant.

1.5 Severability, Modification. Each word, sentence, paragraph, and section within this Amendment are severable, and if any one or more should be found unreasonable and unmodifiable, such finding shall not affect the enforceability of this Amendment as a whole. Should a court find any provision within this Amendment, either in and of itself or in its application, unreasonable, it is the intent of the drafter that such court shall modify such provision so as to be reasonable and enforceable for the plain purposes of this Amendment.

Section 3 – Additional Declarations.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment on the signature block below the date and year first written above.

By: Van h
Member/manager

[illegible]

Notary Public: Sherry R. Neukhart



Exhibit "A"

**FOUNTAINGRASS ADDITION SECTION 4, CITY OF OKLAHOMA CITY,
CANADIAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED
PLAT WITHIN THE CANADIAN COUNTY CLERK'S OFFICE.**

Prepared by: Matthew L. Winton, Esq.
VAUGHN, WINTON & CLARK^{PLLC}
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**AMENDMENT TO THE OWNERS CERTIFICATE(S)
FOR THE ADDITION COMPRISING FOUNTAIN GRASS TO
THE CITY OF OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA**

THIS AMENDMENT is made this 15th day of MAY, 2009,
by Vero Investments, L.L.C., an Oklahoma limited liability company ("Declarant").

Section 1 - Purpose of Amendment.

Declarant is the Declarant of Fountain Grass Addition Sections 1, 2, and 3 which is a
platted addition recorded at Plat Book 9, Page 25 (Section 1) Plat Book 9, Page 84 (Section 2),
and Book 9, Page 182 (Section 3) within the Canadian County Clerk's Office, and more
particularly described within Exhibit "A" hereto. The Declarant intends by the Recording of this
Amendment to modify, add to, supplement, and amend the original Owners Certificates for each
Section filed at Book 2942, Page 239 (Section 1), Book 3105, Page 186 (Section 2), and Book
3324 Page 12 (Section 3) and any amendments and supplemental declarations thereto within the
Canadian County Clerk's office for Fountain Grass, a residential community to the City of
Oklahoma City (collectively, the Original Declaration). The Declarant executes and adopts this
Amendment pursuant to its authority granted and reserved within the original Owners
Certificates.

Section 2 - Amendments. A new covenant is adopted for the Original
Declaration as follows:

1.1 Sex Offender Registrants Restricted. No person required to register with a
designated registering agency pursuant to Oklahoma Statutes, Title 57, Section 581 et.
seq., (the "Registrant"), may occupy a Lot. As used in this section "occupy" or any
grammatical derivative thereof means to reside in or on as an owner, tenant, or
otherwise in or possessing any portion of a Lot for more than 10 days out of any 30
consecutive-day period.

1.2. Registrant-Occupant Eviction by Lot Owner. If, subsequent to the recording of
this Amendment in the records of the Canadian County Clerk, a Registrant occupies a
Lot, the Lot Owner must immediately cause the Registrant to vacate the Lot and, if the
Registrant does not vacate the Lot within 30 days of the date the Lot Owner was notified
by the Association of the presence of a Registrant, then the Lot Owner shall
immediately commence eviction proceedings. If the Lot Owner fails to commence the
eviction proceeding within 30 days following the date the Lot Owner is required to do so

and diligently pursue the eviction to conclusion, then the Association may act as attorney-in-fact for the Lot Owner and pursue the eviction against the Registrant at the Lot Owner's cost and expense. Such costs and expenses shall be a lien against the Lot, which may be secured and foreclosed in like manner as regular Association assessments. If any action seeking eviction of a Registrant does not result in a judgment of possession in favor of the Lot Owner, the Association may, but will not be obligated to, prosecute an appeal seeking the eviction of the Registrant. In the event the Association obtains a final judgment resulting in the eviction of the tenant the Lot Owner will be responsible for all reasonable fees and costs of the Association in prosecuting the case, including any appeal expenses.

Each Lot Owner hereby appoints the Association as the Lot Owner's attorney-in-fact for the purpose of commencing eviction proceedings, executing any and all documents pertaining to the proceedings or performing any or all responsibilities as may be required or necessary to be performed pursuant to Section 1.1. This power of attorney is expressly declared and acknowledged to run with the title of any and all Lots and will be binding upon the heirs, personal representatives, successors and assigns of the Lot Owner.

1.3. Registrant Lot Owner to Vacate. Any Registrant Lot Owner who, by virtue of residing in a Lot, has been notified by the Association that he is in violation of Section 1.1, must vacate the Lot within 90 days of receipt of the Association's notice. If the Lot Owner fails to vacate the Lot within 90 days, the Association may, in addition to all other remedies available to the Association, purchase the Lot at a purchase price equal to the average of two independent appraisals to be obtained by the Association, less the Association's anticipated costs of selling the Lot, including, without limitation: 1) brokerage fees of not more than seven percent (7%) of the appraisal value, 2) the actual cost of the appraisals, 3) any actual transfer taxes (based on the appraisal value), 4) actual attorneys fees, 5) actual filing fees, 6) any other actual costs incurred by the Association in relation to the Lot purchase, and 7) incidental administrative fees and charges not in excess of two percent (2%) of the appraisal value. This Section shall act as a purchase agreement between the Registrant Lot Owner and Association.

1.4. No Liability; Owner's Ability to Enforce. The Association shall not be liable to any Lot Owner or anyone occupying or visiting the Addition as the result of the Association's failure to evict or remove a Registrant. Each affected Owner of a Lot may enforce this Amendment in the event the Association is unable to seek removal of a Registrant.

1.5 Severability, Modification. Each word, sentence, paragraph, and section within this Amendment are severable, and if any one or more should be found unreasonable and unmodifiable, such finding shall not affect the enforceability of this Amendment as a whole. Should a court find any provision within this Amendment, either in and of itself or in its application, unreasonable, it is the intent of the drafter that such court shall modify such provision so as to be reasonable and enforceable for the plain purposes of this Amendment.

Section 3 – Additional Declarations.

All other terms and provisions, including but not limited to covenants, conditions, restrictions, definitions, and exhibits found within the Original Declaration and any amendments and supplemental declarations thereto are hereby incorporated by reference as if each were fully set out within this Amendment. All such terms and provisions, unless expressly and specifically modified by this Amendment, shall remain in effect as first Recorded in the Original Declaration as amended and supplemented, Declarant hereby reaffirming the same.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment on the signature block below the date and year first written above.

VERO INVESTMENTS, L.L.C., - DECLARANT
An Oklahoma limited liability company

By: [Signature]
Member/manager

ACKNOWLEDGEMENT

State of Oklahoma }
 } ss
County of Cleveland }

Before me, the undersigned Notary Public in and for the above county and state, on the date written above, personally appeared Vernon McKown, known to me to be the identical person who executed his name to the foregoing Amendment, who is the duly authorized agent for the Declarant for the execution of such Amendment, who acknowledged to me that he did so as his free and voluntary act on behalf of the Declarant for the uses and purposes set forth in the Amendment.

Subscribed and sworn to before me

My commission expires:

Notary Public: [Signature: Sherry R. Neidhart]



Exhibit "A"

**FOUNTAINGRASS ADDITION SECTION 1, CITY OF OKLAHOMA CITY,
CANADIAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED
PLAT WITHIN THE CANADIAN COUNTY CLERK'S OFFICE AT BOOK 9, PAGE 25,**

AND

**FOUNTAINGRASS ADDITION SECTION 2, CITY OF OKLAHOMA CITY,
CANADIAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED
PLAT WITHIN THE CANADIAN COUNTY CLERK'S OFFICE AT BOOK 9, PAGE 84.**

AND

**FOUNTAINGRASS ADDITION SECTION 3, CITY OF OKLAHOMA CITY,
CANADIAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED
PLAT WITHIN THE CANADIAN COUNTY CLERK'S OFFICE AT BOOK 9, PAGE
182.**