

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COBBLESTONE PARK, COUNTRY ESTATES BY THE LAKE NOW KNOWN AS COBBLESTONE PARK**

WHEREAS, MCE Enterprises, Inc., an Oklahoma corporation filed a Declaration of Covenants, Conditions and Restrictions for Cobblestone Park, Country Estates By The Lake, in Deed Book 5255, Pages 0112 to 0179 inclusive, Oklahoma County, Oklahoma, (hereinafter referred to as the "Declaration");

AND, WHEREAS, Cobblestone, Inc. is the successor in interest to MCE Enterprises, Inc., and as Declarant, Cobblestone, Inc. filed a First Amendment to Declaration of Covenants, Conditions and Restrictions for Cobblestone Park, Country Estates By The Lake in Deed Book 6230, Pages 0149 to 0153 inclusive of the records of Oklahoma County, Oklahoma and changed the name of the addition to Cobblestone Park;

AND, WHEREAS, Cobblestone, Inc. as the declarant under Paragraph 13 of said Declaration is given the unilateral right, privilege and option to amend the provisions of the Declaration and to subject the provisions of the Declaration and jurisdiction of the Cobblestone Owners Association, Inc., (the "Association") to additional property so long as the Declarant retains title and ownership of at least 80% of the common elements and the common elements have not been completed and the Association, in the opinion of the Declarant, is not capable of maintaining same;

AND, WHEREAS, Cobblestone, Inc. as Declarant, pursuant to Paragraphs 2.3 and 13 of the Declaration, as amended, declares that the common elements have not been completed, the Association is not able to maintain same at this time and Declarant has retained title and ownership to all of the common elements in the project;

NOW, THEREFORE, in accordance with Paragraphs 2.3 and 13 of the Declaration, as amended, the Declarant does by this Second Amendment hereby publish and declare the following amendment to the Declaration of Covenants, Conditions and Restrictions for Cobblestone Park, Country Estates by the Lake, known as Cobblestone Park:

1. The Declarant hereby amends the Declaration by annexing and subjecting Cobblestone Park, Section 2 described in Exhibit "A" to the Declaration and jurisdiction of the Cobblestone Owners Association, Inc.

2. Declarant hereby amends Paragraph 4 of the Declaration by adding sub-paragraphs 4.15 to 4.25 which read as

4.15 Dwellings may be one (1) story, one and one-half (1 1/2) story, split level, or two (2) stories in height.

4.16 No building or other structure shall be constructed or maintained upon any Lot which would in any way impede natural drainage. No grading, scraping, excavation or other rearranging or puncturing of the surface of any Lot shall be commenced which will or may intend to interfere with, encroach upon, or alter, disturb or damage any surface or subsurface utility line, wire or easement, or which will or may tend to disturb the minimum or maximum subsurface depths requirement of any utility line, pipe, wire or easement.

4.17 Each residence constructed on Lots in Blocks 1 and 2 of Cobblestone Park, Section 1 and Blocks 3 and 4 of Cobblestone Park, Section 2 shall contain a minimum of two thousand five hundred (2,500) square feet of floor space, except residence constructed on Lots 1 through 22 in Block 3 and, Lots 1 through 13, Block 4 of Cobblestone Park, Section 2 shall contain a minimum of two thousand eight hundred (2,800) square feet of floor space. In computing the square footage of floor space of a residence the basement, open porches and garages shall be excluded.

4.18 All residences shall be constructed with roofs covered by No. 1 grade Cedar Wood Shingles. Any exceptions to this requirement must be approved by the Architectural Control Committee.

4.19 No building, or any part thereof, shall encroach on the setback lines of the plat.

4.20 All mail boxes shall be encased in brick or rock to match the dwelling.

4.21 No fence, garage, or enclosure of any type or nature of whatsoever shall be constructed, erected, placed or maintained forward of the front building limit or setback line on each Lot, as same is shown on the plat thereof and, in no event, shall any garage or enclosure of any type whatsoever be less than seven (7) feet from any property line; provided, however, it is not the intention of this paragraph to exclude the use of evergreens or other shrubbery to landscape front yards.

4.22 No basketball backboard shall be erected or maintained in the front yard or attached to the front of any residence in the Project; other basketball locations must be approved in writing by the Architectural Control Committee.

4.23 All fireplaces shall be masonry construction approved by the Architectural Control Committee.

4.24 No building of any nature shall be permitted in the easements reserved for utilities, and there shall be no retaining wall permitted in easements unless approved by the Architectural Control Committee.

4.25 Perimeter fencing for the Real Estate Development shall be of masonry (but there shall be no uncovered masonry blocks), stone, brick and wrought iron, or a combination thereof and must be set back at least fifteen (15) feet from the waters edge where the Lots of the Real Estate Development either abut or are a part of the waterways, Interior fencing, i.e., fencing for the Lots, shall be stockade, wooden, or any design acceptable to the Architectural Control Committee, excluding chain link fencing; however, chain link fencing (painted black) may be utilized around swimming pools and dog runs.

3. As amended by this Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Cobblestone Park, Country Estates By The Lake, now known as Cobblestone Park, the Declarant hereby ratifies, confirms and republishes the Declaration dated September 13, 1984 and recorded in Book 5255 at Pages 0112 to 0179 inclusive.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment to the Declaration of Covenants, Conditions and Restrictions for Cobblestone Park, Country Estates By The Lake, now known as Cobblestone Park, under seal, this 13th day of December, 1993.

Signed by Earl Austin, President of Cobblestone, Inc.

Exhibit "A"
(plat and legal description purposely omitted)